

**e-EXPRESSION OF INTEREST (EOI)
FOR
EMPANELMENT OF PARTNERS IN WATER AND SANITATION PROJECTS WITH
HLL LIFECARE LIMITED**

e-EOI NO: HLL/SPD/2025-26/02

Dated: 09/06/2025



BY

**HLL Lifecare Limited
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SECTION I**NOTICE INVITING e-EXPRESSION OF INTEREST (NIEOI)****Notice Inviting Expression of Interest (EOI) For EMPANELMENT OF PARTNERS IN WATER AND SANITATION PROJECTS WITH HLL LIFECARE LIMITED.**

HLL Life care Limited, a Government of India Enterprise, invites Expression of Interests from eligible firms /companies /organizations for EMPANELMENT OF PARTNERS IN WATER AND SANITATION PROJECTS WITH HLL LIFECARE LIMITED

SPECIFIC Instructions for e-EOI Participation:-

(1) EOI timeline:

EOI No	:	EOI No: HLL/SPD/2025-26/02 Dated 09 th June 2025
EOI PUBLISHING DATE	:	09.06.2025
EOI PROCESSING FEE	:	Rs. 5,000/- including GST (Non Refundable)
LAST DATE AND TIME FOR RECEIPT OF EOI	:	23.06.2025, 14:00 Hrs
TIME AND DATE OF OPENING OF THE EOI	:	24.06.2025, 14:00 Hrs
INTERVIEWS AND TECHNICAL PRESENTATIONS	:	To be intimated later
PLACE OF OPENING OF EOI	:	Sustainable Projects Division @ HLL Management Academy Campus, HLL Lifecare Limited, Keston Road, Kowdiar P O, Trivandrum – 695003 PH: 0471 – 2724330
ADDRESS FOR COMMUNICATION	:	Deputy Vice President (SPD) Sustainable Projects Division @ HLL Management Academy Campus, HLL Lifecare Limited, Keston Road, Kowdiar P O, Trivandrum – 695003 PH: 0471 – 2724330
EMAIL ID	:	nireeshph@lifecarehll.com

- (2) Bidders should have valid Class 3-B Digital Signature Certificate with encryption.
- (3) Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
- (4) The prospective bidders have to register with the E-procurement system of HLL at <https://etender.lifecarehll.com/irj/portal>. On completion of the registration process, the bidders will be provided user ID and password within 48 hours (excluding non-working days). In order to submit the bids electronically, bidders are required to have a valid Class 3-B Digital Signature Certificate (signing and encryption/ decryption certificates).
- (5) Post receipt of User ID & Password, Bidders can log on for downloading & uploading EOI document.
- (6) Bidder may download the EOI documents from the web site www.lifecarehll.com or www.eprocure.gov.in/cppp or <https://etender.lifecarehll.com/irj/portal>.
- (7) All the EOI related documents to be scanned in .pdf format with lower resolution and 100% readability and submitted online. The bidders shall not submit any other documents in physical form other than the documents mentioned at point no 9 above.
- (8) Bidders shall ensure that their bids complete in all respects, are submitted **online through CPPP ONLY. No DEVIATION is acceptable.**
- (9) 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.
- (10) HLL Bank A/c details as follows:
- Name of Bank : HDFC BANK
- A/c number : 006303300000035
- IFSC Code : HDFC0000063
- Branch name : VAZHUTHACAUD, TRIVANDRUM
- (11) Sustainable Projects Division, HLL Lifecare Limited, reserves right to cancel this bid at any point of time without assigning any reason.

**Deputy Vice President
Sustainable Projects Division
HLL Lifecare Limited
Thiruvananthapuram - 003.
Email: nireeshph@lifecarehll.com**

SECTION - II

GENERAL INSTRUCTIONS TO BIDDERS (GIT)

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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:

- ❖ **“Bidder”** means Bidder/the Individual or Firm submitting Bids/Quotation/e- EOIs.
- ❖ **“Contract”** means the written agreement entered into between the HLL and/or consignee and the party, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- ❖ **“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.
- ❖ **“Day”** means calendar day.
- ❖ **“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.
- ❖ **Margin of purchase preference’** means the maximum extent to which the price quoted by a local vendor may be above the L1 for the purpose of purchase preference.

1.3 Abbreviations:

- (i) **“TE Document”** means EOI Enquiry Document
- (ii) **“NIEOI”** means Notice Inviting EOIs.
- (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-EOI documents EMPANELMENT OF PARTNERS IN WATER AND SANITATION PROJECTS WITH HLL LIFECARE LIMITED
- 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 the HLL for receipt and opening as well as scrutiny and evaluation of EOIs 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-EOI and submitting the same to the HLL, the Bidder should read and examine all the terms, conditions, instructions, etc. contained in the e-EOI documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these e-EOI documents may result in rejection of its EOI.

3. Language of EOI

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

4. Eligible Bidders

- 4.1** This invitation for EOIs 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 EOI including preparation, mailing and submission of its EOI and for subsequent processing the same. The 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-EOI ENQUIRY DOCUMENTS

7. Content of EOI Enquiry Documents

- 7.1** In addition to Section I – “Notice inviting e-EOI” (NIEOI), the enquiry 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
- ✓ Section VII – Quality Control Requirements
- ❖ FORM A –Bid Form
- ❖ FORM B –Questionnaire to be filled for minimum eligibility criteria
- ❖ FORM C –Questionnaire (general information of the contractor / service provider)
- ❖ FORM D - PRE-CONTRACT INTEGRITY PACT
- ❖ FORM E – Acceptance form
- ❖ FORM F – Declaration
- ❖ FORM G – Indemnity Certificate

- Appendix A–Public Procurement (Preference to Make in India), Order, 2017

7.2 The relevant details of the required services, the terms, conditions and procedure for bidding, EOI 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 enquiry documents

- 8.1** Where necessary, responses to queries and requests for clarifications will be provided through addenda, which shall become an integral part of this EOI document.
- 8.2** At any time prior to the deadline for submission of proposals, HLL Lifecare Limited may, at its sole discretion and for any reason, modify the EOI document by issuing an amendment.
- 8.3** All such addenda or amendments will be uploaded on the official website of HLL Lifecare Limited and shall be binding on all applicants participating in the EOI process.
- 8.4** To allow applicants reasonable time to consider the amendment or for any other reason, HLL Lifecare Limited may, at its sole discretion, extend the submission deadline by publishing the revised date on its website <https://www.lifecarehll.com/>. No separate communication will be made in this regard.

9. Clarification of EOI documents

- 9.1** To assist in the examination, evaluation, and comparison of EOIs, the EOI Inviting Authority may ask the Participant for required clarification on the information submitted with the EOI. The request for clarification and the response shall be in writing or by e-mail to nireeshph@lifecarehll.com. HLL will respond to such request provided the same is received by HLL within the due date mentioned in the Notice Inviting Expression of Interest. Any queries/representations received later shall not be taken into cognizance.
- 9.2** No Participant shall contact the EOI Inviting Authority on any matter relating to the submitted EOI from the time of the EOI opening to the time the contract is awarded. If the Participant wishes to bring additional information to the notice of the EOI Inviting Authority, he shall do so in writing.

- 9.3** If an applicant fails to provide the requested clarifications within the stipulated time, their proposal is liable to be rejected. However, if the proposal is not rejected, HLL Lifecare Limited may proceed with the evaluation by interpreting the unclear or incomplete information to the best of its understanding. In such cases, the applicant shall not have the right to dispute or challenge HLL Lifecare Limited's interpretation at any stage of the process.

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 documents as per clause 10.1A with the sealed and signed EOI enquiry to be attached in the appropriate folder of e-tendering module. Bidders have to ensure that the documents uploaded in pdf format are legible.

Note:

- (i) The EOI Processing Fee, in favor of HLL Lifecare Ltd as mentioned in this document and the proof shall be uploaded in the technical bid.

10.1A) Details of Technical bid (Documents to be Submitted)

Bidders shall furnish the following information along with technical EOI:

- I. EOI document processing fee Payment details
- II. EOI form as per FORM A.
- III. Participants profile including:
 - a. Background, legal status, number of staff, and years in business etc.
 - b. The Core Competencies/ Core Area of working of the Organization.
 - c. Experience in India, and/or other key markets.
- IV. Comprehensive report including business plan and road map for next 10 years for the Category and Sub-Category selected.
- V. The bidder shall provide comprehensive data as specified in the relevant schedule(s) corresponding to the category and sub-category being applied for, including a detailed product/service dossier containing all technical specifications, along with copies of licenses, patents, and other ownership-related documents.
- VI. Bidder shall provide the documentary proof establishing the capabilities mentioned under the applied category.
- VII. Bidder shall furnish detailed information and documentary evidence of their experience

specifically related to the category or sub-category for which they are submitting the application, clearly demonstrating relevance and capability in the applied area.

- VIII. Details of Completion certificates from central/state Government or government Partners Category/ Sub-Category selected.
- IX. Copy of certificate of incorporation/partnership deed, GST registration certificate and PAN card / Exemption certificate from Income Tax Department.
- X. Financial documents including Turnover Certificate, Audited balance sheet and Profit and Loss statement for last three financial years duly certified by Chartered Accountant
- XI. Power of attorney for signatory of EOI in Rs.200 stamp paper duly notarized
- XII. FORM B – Questionnaire to be filled for minimum eligibility criteria
- XIII. FORM C - Questionnaire
- XIV. FORM D – Pre-Contract Integrity Pact
- XV. FORM E – Acceptance form
- XVI. FORM F – Declaration
- XVII. FORM G – Indemnity Certificate
- XVIII. Declaration regarding pending legal disputes
- XIX. Declaration stating that firm is not de-recognized/debarred/banned/blacklisted by any State Government / Central Govt. Organization / Any Organizations/ departments
- XX. Declaration stating that firm is not convicted by any court of law or non conviction in any illegal activities
- XXI. Documents / certificates as prescribed in Clause No. 14 & Clause No. 15 & Section VI & Section VII.

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

11. Currencies of EOI/ 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 EOIs

12.1 Alternative EOIs are not permitted.

13. Documents Establishing Bidder's Eligibility and Qualifications

(MSMEs and startups are eligible for statutory exemptions as per statutory guidelines and norms.)

SI No	Minimum Eligibility Criteria	Supporting Documents
a.	The Bidder should be an entity registered in India under the Company Act, 1956/2013 (or) a firm registered under the Limited Liability Partnership Act, 2008 (or) a firm registered under the Partnership Act, 1932 (or) as a Consortium for as on 31 st March, 2025.	COI/ MOA/ AOA/ Partnership Deed/ Registration Certificate
b.	The Bidder should have Positive Net Worth as on 31 st March 2025 in the last 3 years.	Enclose audited statements certified by a Chartered Accountant as proof of financial status.
c.	The bidder must have experience in similar works in Category and schedule mentioned. The project shall be satisfactorily executed in India.	For Govt. /Departmental works, Work orders and corresponding completion certificate issued by the Competent Authority (Exe. Engr, Supt. Engr., etc.) Shall be submitted. Completion certificates for works issued by private parties shall be supported by TDS certificates/Bank Statement.
d.	The firm who has been de-recognized/debarred/banned/blacklisted by any State Government / Central Govt.	

	Organization and or convicted by any court of law can't participate in this EOI during the period of de-recognition / debarment/ Banned/blacklisted.	Declaration in Letter Head
e.	The firm/directors shall not have any criminal record or should not have been convicted by any court of law in India or abroad. Parties shall give a declaration to this effect.	Declaration in Letter Head
f.	The firm or the owner should declare all the pending legal disputes' whether official or personal.	Declaration in Letter Head

14. Documents establishing Service's Conformity to EOI document.

- 14.1** The Bidder shall provide in its EOI the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the services offered in the EOI fully conform to the requirement of this EOI document. For this purpose the Bidder shall also provide a clause-by-clause commentary / compliance and other technical details incorporated by the HLL in the EOI documents to establish technical responsiveness of the services offered in its EOI.
- 14.2** In case there is any variation and/or deviation between the services prescribed by the 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 EOI.
- 14.3** If a Bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the services offered by it, its EOI will be liable to be ignored and rejected in addition to other remedies available to the HLL in this regard.

15. EVALUATION CRITERIA

Based on the evaluation criteria outlined in the table below, each prospective bidder will be assessed accordingly. To qualify for empanelment under the category or sub-category applied for, a minimum score of 60 marks is mandatory. Bidders scoring below the threshold will not be considered for empanelment. The final decision on qualifications will be based

solely on the marks obtained as per the specified criteria below.

Table-1			
Sl No	Description	Marks	Remarks/Documents for Submission in EOI
1	Evaluation of Business plan, Project report, Presentation and demonstration of product/services and organization capabilities		
	Evaluation Parameter for Presentation shall include:		
1a	Technical novelty, precision, meticulousness, impact and handiness of the Product/ Service / technology proposed	10	A comprehensive project report has to be submitted which will be analyzed for operational, commercial viabilities and policy conformations. Live presentation and Demonstration of the proposed solution(s), to inter alia include respective methodologies/ architecture involved, technology proposed, credentials of the participant, patents, licenses, registrations, compliances, certifications, conformance to the standards, validations, references, past performance.
1b	Commercial potency and viability of the proposal - Detailed business plan and Roadmap for the next Ten years	10	
1c	Patents and Validations secured for the service. Licenses and registrations with appropriate statutory bodies.	10	
1d	Credentials of the participant – implementation of quality management systems, Process improvement systems and conformance to standards. Experience of executing projects in collaboration with/ funded by government institutions.	10	Additionally, Participant's credentials and proposed solutions technical and commercial features are to be illustrated and established through presentation of a case study.
2	Average Turn Over for last three financial years (in Rs.)		
	Up to 5 Crores	3	Firm turnover is defined as the average turnover from facility management services over the last 3 financial years (FYs 2024-25,2023-24,2022-23). Chartered Accountant verified / audited turnover statements to be furnished as proof for the same
	5 crores to 25 crores	5	
	More than 25 crores	8	

3	Details of Projects Executed		
	1 to 3 Projects	5	Detailed project reports with endorsement from the client to be submitted.
	More than 3 projects	7	
4	Total number of technically qualified manpower on the payroll of the service provider (Engineers / Scientists / Subject expert / Marketing Managers)		
	Up to 10	2	Manpower on roll will be all employees on the books of the company on the date of release of this EOI.
	10-30	5	
	30 and above	10	
5	Details of experience in the relevant category applied for:		
	3-10 years	2	Details of experience in relevant category shall be provided
	10-15 years	5	
	15 yrs and above	8	
	Grand Total	100	

The participants' Approach & Methodology presentation (technical) shall cover all details including (but not limited to) the following.

- a) Understanding of the Project
- b) Solution Architecture, Design, Scalability
- c) Project Management Methodology
- d) Solution components and Output
- e) Human Resources Deployment Plan and Delivery Timeline
- f) Training Methodology
- g) Adoption strategy
- h) Rollout Strategy
- i) Handholding strategy
- j) Location wise onboarding and support
- k) SLA management strategy
- l) Strategy for achieving outcomes
- m) Risk Mitigation Plan
- n) O&M Methodology

On Case-to-case basis whenever requirement arises, financial offers will be invited from the empanelled parties against the specific category for which they are qualified.

However, HLL reserves the right to call two-part tenders, subject to projects specific requirement wherever applicable. Through this Expression of Interest (EOI), HLL Lifecare Limited makes no commitment or assurance regarding the allocation or award of any projects to the applicants, as empanelment does not guarantee future project opportunities.

- ❖ HLL may appoint a committee for scrutiny of the technical details submitted by participants. HLL may reject all proposals if they are found to be unresponsive or unsuitable if they represent major deficiencies in complying with the requirements.

16. EOI Validity

- 16.1** Bids shall remain valid for the period of 3 years from the date of opening of the bid as specified in the EOI. A bid valid for a shorter period shall be rejected by HLL as non-responsive.
- 16.2** In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by 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 the 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 EOI documents in the prescribed format. The relevant EOI documents should be uploaded by an authorised person having Class 3 digital signature certificate.

D. SUBMISSION OF BIDS

18. Submission of e-BIDs

- 18.1** The bid shall be submitted online only with all the documents as per Clause No. 10.
- 18.2** The Bidders must ensure that they submit the on-line bids within the scheduled closing date & time.
- 18.3** The EOI Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Participant during the e-procurement process.
- 18.4** HLL Lifecare Limited reserves the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then HLL shall take the following action:
The agency shall be subjected to debarment from participating in future EOIs floated by HLL Lifecare Limited, in addition to any other contractual or legal actions deemed appropriate.

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 Notice Inviting Expression of Interest. 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** Authorized representatives of the Bidders, who have submitted Bids on time, may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders. The Bid opening official(s) will prepare a list of the representatives attending the Bid opening. The list will contain the representatives' names & signatures and corresponding Bidders' names and addresses.
- 21.3** The Bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the EOI document.

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 EOI document, 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** The 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) 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.

- (iii) Poor/ unsatisfactory past performance.
- (iv) Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (v) Bidder is not eligible as per GIT Clauses.
- (vi) Bidder has not agreed to other essential condition(s) specially incorporated in the BID 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

- 24.1** If during the preliminary examination, the HLL find any minor informality and/or irregularity and/or non-conformity in a BID, the 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, the HLL will convey its observation on such 'minor' issues to the Bidder by 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** The HLL reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement. The Start-ups are defined in Annexure-A of the "Action Plan for Start-ups in India". The same is available on the website of Department of Industrial policy and Promotion (DIPP), Ministry of Commerce & Industry.

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

- 26.1** RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017 FOR BIDDER(S) FROM COUNTRY SHARING LAND BORDER WITH INDIA: Any Bidder(s) from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder(s) is registered with Competent Authority, as per order no F.No.6/18/2019-PPD

dated 23-July-2020 (Rule 144 (xi) of GFR) inclusive of the latest amendments issued by Ministry of Finance, GOI at Appendix of this bidding document. The Bidder(s) must comply with all provisions mentioned in this order.

- 26.2 **PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSE's):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. However, the preferences with respect to MSME shall not be applicable who are only involved the trading of the product under the scope of this tender.
- 26.3 **PROVISIONS OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017:** Statutory exemptions as per relevant guidelines shall be applicable for MSE Bidder(s). Preferences for Make in India products / services shall be applicable in line with Government Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments.

27. Bidder's capability to perform the contract

- 27.1 The 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 the HLL for any reason relating to this EOI enquiry and / or its EOI, it should do so only in writing.

- 28.2** In case a Bidder attempts to influence the HLL in the 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:** The 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:** The empanelment under this EOI shall be category-wise, based on the eligibility and technical evaluation of the applicants. Upon identification of a suitable partner for a specific project, a Letter of Intent (LoI) shall be issued outlining the project-specific terms and conditions. The LoI will be provided only after mutual finalization of all relevant operational, technical, and commercial parameters.
- 31. Issue of Contract:** Promptly after Letter of Intent (LOI), the 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 LOI, the duly completed and signed Agreement copy.
- 32. Non-receipt of LoI acceptance, Performance Security and Contract by the HLL:** The selected bidder shall also be liable to remit the performance security to HLL as decided by HLL, based on the nature and scale of the project awarded. Failure of the successful bidder to provide the signed acceptance of the Letter of Intent (LoI), submit the required performance security, or return the duly signed contract within the prescribed timeline shall be treated as non-compliance with the terms of engagement. In such cases, HLL reserves the right to cancel the LoI and initiate appropriate action as per the provisions outlined EOI. HLL may also proceed to engage another eligible empanelled partner for the assignment, without any liability towards the initially selected bidder.

33. Corrupt or Fraudulent Practices

33.1 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.

33.2 Confidentiality

- i. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process until the award has been announced in favour of the successful Bidder(s).
- ii. Any effort by a Bidder(s) to influence the Purchaser during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidder(s)' bid.

SECTION - III

SPECIAL INSTRUCTIONS TO BIDDERS (SIT)

The following Special Instructions to Bidders will apply for this EOI. 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 **(selected party)** shall not, without the 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 the HLL in connection therewith, to any person other than the person(s) employed by the **(selected party)** 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 **(selected party)** shall not, without the 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 **(selected party)**, 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 **(selected party)**'s performance and obligations under this contract.

3. Patent Rights

- 3.1 All patent rights and intellectual property developed during the execution of projects undertaken in association with the empanelled party shall exclusively vest with HLL Lifecare Limited. The partner shall not claim any ownership or rights over such technologies, processes, or outputs developed under the scope of the assigned project. Any inventions, innovations, or improvements arising from the collaboration shall be deemed the sole property of HLL.

4. Performance Security

- 4.1** Within fifteen (15) days from date of the issue of Letter of award by the HLL, the **(selected party)**, shall furnish performance security to the HLL. The amount of performance security shall be determined based on the total value of the specific project awarded to the party.
- 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 Account Payee Demand Draft or direct fund transfer.
- 4.3** In the event of any failure /default of the **(selected party)** 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 **(selected party)** shall, within seven (7) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5. Inspection, Testing and Quality Control

- 5.1** Inspection, testing, and quality control of all activities and outputs under the assigned projects shall be carried out as per the standards and procedures prescribed by HLL and the respective project requirements.

6. Insurance

- 6.1** The empanelled party shall ensure adequate insurance coverage for personnel, equipment, and operations related to the assigned project, as per applicable laws and project requirements.

7. Assignment

- 7.1** The **(selected party)** 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 **(selected party)** at any time during the period of the contract, amend the contract by making alterations and modifications

9. Taxes and Duties

9.1 **(selected party)** 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

- ✓ No Advance payment shall be given.
- ✓ The amount shall be paid by HLL in Indian Rupees.
- ✓ Specific payment terms applicable to projects shall be mentioned in the second stage of bidding process.

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 **(selected party)**, terminate the contract in whole or in part, if the **(selected party)** 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 the HLL terminates the contract in whole or in part, pursuant to GCC, the HLL may procure services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the **(selected party)** shall be liable to the HLL for the extra expenditure, if any, incurred by the HLL for arranging such procurement.

11.3 Unless otherwise instructed by the HLL, the **(selected party)** shall continue to perform the contract to the extent not terminated.

12. Termination for insolvency

12.1 If the **(selected party)** becomes bankrupt or otherwise insolvent, the HLL reserves the right to terminate the contract at any time, by serving written notice to the **(selected party)** without any compensation, whatsoever, to the **(selected party)** subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the HLL.

13. Force Majeure

- 13.1** Notwithstanding the provisions contained in GCC clauses, the **(selected party)** shall not be liable for imposition of any such sanction so long the delay and/or failure of the **(selected party)** 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 **(selected party)** and not involving the **(selected party)**'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 **(selected party)** shall promptly notify the HLL in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the HLL in writing, the **(selected party)** 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 the HLL is unable to fulfil its contractual commitment and responsibility, the HLL will notify the **(selected party)** accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

14. Termination for convenience

- 14.1** The HLL reserves the right to terminate the contract, in whole or in part for its (HLL's) convenience, by serving written notice on the **(selected party)** at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the HLL. The notice shall also indicate inter-alia, the extent to which

the **(selected party)**'s performance under the contract is terminated, and the date with effect from which such termination will become effective.

14.2 The services which are complete and ready in terms of the contract for delivery and performance within thirty days after the **(selected party)**'s receipt of the notice of termination shall be accepted by the HLL following the contract terms, conditions and prices. For the remaining goods and services, the HLL may decide:

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

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 **(selected party)** in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

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

18. Applicable Law

- 18.1** 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

- 19.1** Whenever any claim for payment arises under the contract against the **(selected party)**, the 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 **(selected party)** with the 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 the 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 **(selected party)** 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 **(selected party)** shall notify the HLL of any material change would impact on performance of its obligations under this Contract.
- 20.3** The **(selected party)** shall, at all times, indemnify and keep indemnified the 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 **(selected party)** 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 EOI or in subsequent of any of the contract documents, then the interpretation of the HLL shall be considered.
- 20.6** If any provisions of this EOI enquiry or a contract formed on the basis of this EOI enquiry are invalid or void under any of the existing provisions of Indian law, then such provisions will not affect other provisions of this EOI enquiry/ contract.
- 20.7** The offered Service or its related procurement, if any shall not from those countries sharing borders with India and not restricted UNDER RULE 144 (XI) OF GFR 2017.
- 20.8** Conflict of Interest: The selected Strategic Partners shall not engage in activities that are in conflict with interest of the client (HLL) under the assignment and they would not

engage in any contract that would be in conflict of interest with their current obligations. The selected Strategic Partner that has a business or family relationship with such members of HLL staff who are directly or indirectly involved in this assignment will not be awarded the assignment.

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.

NO SCC in this EOI

SECTION – VI

SCOPE

1. BACK GROUND:

The Sustainable Projects Division (SPD) of HLL Lifecare Limited invites Expressions of Interest (EOI) from experienced and technically sound partners for empanelment to support innovative and impactful projects in the areas of Water and Sanitation across India. With growing population pressures, rapid urbanization, and increasing climate variability, the country faces significant challenges in providing equitable access to clean water and safe sanitation services. Many rural and peri-urban communities still lack basic sanitation infrastructure, contributing to public health risks, environmental degradation, and poor quality of life. Despite national missions such as Swachh Bharat Abhiyan and the Jal Jeevan Mission driving considerable progress, substantial gaps remain in ensuring universal access to safe drinking water, effective wastewater management, and improved hygiene practices. SPD recognizes the urgent need to scale up sustainable water and sanitation solutions that are decentralized, climate-resilient, and community-centric. Through this EOI, SPD seeks to identify capable partners who can deliver holistic interventions that integrate infrastructure development with hygiene promotion, behaviour change communication, and community empowerment.

The empanelment aims to create a pan-India ecosystem of implementing and technology partners that can support SPD's mission to transform water and sanitation systems in schools, healthcare facilities, anganwadis, underserved communities, etc. SPD places special emphasis on inclusive development by addressing the needs of women, children, and marginalised populations through gender-sensitive sanitation solutions and menstrual hygiene management initiatives. In addition to physical infrastructure, partners will also be expected to undertake training and awareness campaigns to promote safe hygiene practices, water conservation, and community ownership of systems. Solutions that leverage digital innovations, circular economy principles, and renewable energy integration will also be entertained.

SPD envisions this empanelment as a platform to foster long-term partnerships that support India's Sustainable Development Goals, especially SDG 6 (Clean Water and Sanitation), SDG 3 (Good Health and Well-being), and SDG 13 (Climate Action). Selected partners may be engaged through various collaborative models based on market requirements. By aligning national priorities with localized action, SPD seeks to accelerate the delivery of safe water and

sanitation services while also reducing waterborne diseases, enhancing environmental resilience, and improving quality of life. This EOI represents a call to action for all stakeholders committed to building a healthier, more equitable, and water-secure future for India. Interested partners are encouraged to bring forward context-specific, scalable, and sustainable models that can be adapted across diverse geographies and user groups. Apart from the below, participants are encouraged to put forward offers with respect to any other potential Business areas / opportunities / products / services. The details are mentioned in respective schedules.

2. A Obligations of HLL Lifecare Limited

- ✓ Act as the official interface with government bodies, local authorities, and regulatory agencies to ensure compliance, resolve bottlenecks, and maintain timely communication throughout the project lifecycle.
- ✓ Facilitate high-level coordination with central, state, and local institutions to align project objectives with public policies and regional development priorities.
- ✓ Initiate and manage community outreach programs, information–education–communication (IEC) campaigns, and capacity-building activities, leveraging HLL’s institutional relationships and government partnerships.
- ✓ Ensure that all sustainable project plans and outputs are consistent with the strategic vision and focus areas of the Sustainable Projects Division (SPD), including climate resilience, circular economy, and inclusive development.
- ✓ Evaluate proposals, designs, and implementation models submitted by the partner to confirm adherence to HLL’s quality, financial, and sustainability standards.
- ✓ Exercise primary control over financial resource allocation, budget approvals, and procurement decisions when projects are supported by government or institutional funds.
- ✓ Maintain robust systems for fund disbursement, auditing, and compliance tracking in alignment with public financial management norms and internal corporate governance policies.
- ✓ Provide institutional branding, administrative backing, and documentation support to strengthen the credibility and legitimacy of the project in stakeholder engagements.
- ✓ Promote cross-sectoral integration and long-term scaling of successful sustainable project models by facilitating replication opportunities within HLL’s operational and geographic footprint.

2. B Obligations of Partner

- ✓ Formulate and submit a well-structured, comprehensive business plan that addresses the specific objectives, scope, and expected outcomes of each sustainable project.
- ✓ Take the lead in securing all necessary statutory and regulatory approvals for project implementation, including environmental, safety, and construction clearances, in HLL's name or through an established consortium or joint venture structure.
- ✓ Carry out detailed market surveys, technical feasibility studies, and stakeholder consultations to support evidence-based project design and positioning.
- ✓ Participate actively in strategic planning, including the architectural layout, engineering design, and phased execution strategy of the project.
- ✓ Facilitate the seamless transfer and site-specific adaptation of relevant sustainable technologies, ensuring they are technically and operationally viable.
- ✓ Develop and institutionalize standard operating procedures (SOPs), quality control frameworks, and environmental performance indicators from the initial project phase.
- ✓ Identify and pursue new business leads in both the public and private sectors, with a focus on sectors aligned with the thematic areas as mentioned in category.
- ✓ Lead the preparation of technical documentation, progress reports, and impact evaluations, ensuring regular and transparent reporting to HLL and relevant stakeholders.
- ✓ Provide expert guidance and on-ground implementation support across all project components, including planning, execution, troubleshooting, and optimization.
- ✓ Incorporate innovative, smart, and digital technologies—such as IoT, automation, and analytics—for improved system performance, monitoring, and decision-making.
- ✓ Comply with all applicable environmental, labour, safety, and social safeguard standards throughout the project implementation lifecycle, adhering to both national laws and international best practices.

3. SCOPE

❖ Category - 1 :- Water and Sanitation Infrastructure

Access to clean water and adequate sanitation is fundamental to public health, environmental sustainability, and overall quality of life. Effective water and sanitation infrastructure plays a critical role in preventing waterborne diseases, promoting hygiene, and ensuring the sustainable management of water resources. Water purification systems, including **Water Treatment Plants (WTPs)**, **Ultrafiltration (UF)** units, and **Reverse Osmosis (RO)** technologies, are essential for supplying safe drinking water in urban and institutional settings. Equally important are **Sewage**

Treatment Plants (STPs) and Effluent Treatment Plants (ETPs), which help manage wastewater and reduce pollution loads in natural water bodies. Modern sanitation infrastructure includes drainage networks, smart sanitation modules, and **Zero Liquid Discharge (ZLD)** systems that ensure no untreated water is released into the environment. The use of **IoT-enabled smart dispensers** and **water-saving devices** can significantly enhance operational efficiency and conserve water.

Infrastructure development under national programs like the **Jal Jeevan Mission** and **Swachh Bharat Mission** emphasizes inclusive access to piped water supply, improved sewage systems, and hygienic sanitation facilities, particularly in healthcare, residential, and institutional contexts. Integrated solutions that combine technology, sustainability, and community engagement are key to building resilient water and sanitation systems that meet the needs of today while safeguarding resources for the future.

- ❖ **Category 1.1 – Sewage Treatment Plants (STPs):** Design and implement STPs for diverse settings using conventional or modular solutions based on site conditions.
- ❖ **Category 1.2 – Effluent Treatment Plants (ETPs):** ETPs for treating wastewater from labs, diagnostic centres, industrial units, and healthcare facilities.
- ❖ **Category 1.3 – Water Treatment Plants (WTPs):** Setup of RO, UV, ozone-based, or packaged water purification systems for clean and safe drinking water.
- ❖ **Category 1.4 – Grey Water Recycling and Reuse Systems:** Recycling systems for grey water with optional AI-based monitoring in schools, housing, and public buildings.
- ❖ **Category 1.5 – Sanitation Infrastructure:** Construction of toilets, bio-toilets, and septic tanks with focus on community, mobile, and inclusive facilities.
- ❖ **Category 1.6 – Water Dispensers (Drinking Water Units):** Supply and installation of water dispensers across institutions and public areas of varying scales.
- ❖ **Category 1.7 – Sanitation Kits:** Provision of hygiene kits containing essential items for cleanliness and menstrual hygiene management.
- ❖ **Category 1.8 – Smart Water Technologies:** Integration of smart tools for real-time monitoring, leak detection, and predictive water system maintenance.
- ❖ **Category 1.9 – Desalination and Innovative Water Solutions:** Deployment of desalination units and unconventional water technologies for water-stressed regions.

3.1 Schedule of Category 1.1 – Sewage Treatment Plants (STPs)

The prospective bidder shall have the capability of:

- 3.1.1 Designing sewage treatment plants using suitable treatment technologies such as SBR, MBBR, ASP, MBR, or other proven and site-appropriate solutions.
- 3.1.2 Assessing site-specific conditions and recommending conventional or modular STP solutions accordingly.
- 3.1.3 Executing end-to-end projects including civil, mechanical, electrical, and instrumentation works related to STP installation.
- 3.1.4 Ensuring compliance with national and state-level effluent discharge standards as per CPCB/SPCB norms.
- 3.1.5 Integrating energy-efficient systems and automation mechanisms such as SCADA, remote monitoring, or IoT-based controls where feasible.
- 3.1.6 Providing sustainable sludge handling, treatment, and disposal systems in accordance with applicable environmental norms.
- 3.1.7 Implementing odor control, noise mitigation, and other environmental safeguards within plant premises.
- 3.1.8 Executing STP projects of similar capacity (minimum three) in the last five years with verifiable work orders and performance certificates.
- 3.1.9 Operating and maintaining STPs for a minimum period of five years post-commissioning, with trained technical manpower and defined protocols.
- 3.1.10 Establishing standard operating procedures (SOPs) for daily operations, emergency handling, and preventive maintenance.
- 3.1.11 Monitoring and reporting effluent quality periodically as per regulatory requirements.
- 3.1.12 Facilitating training and capacity building for local operators or designated client representatives.
- 3.1.13 Adhering to all relevant Environment, Health & Safety (EHS) norms and statutory clearances.
- 3.1.14 Capable of ensuring any other relevant guidelines or requirements as stipulated by regulatory or statutory bodies from time to time related to above category

3.2 Schedule of Category 1.2 – Effluent Treatment Plants (ETPs)

The prospective bidder shall have the capability of:

- 3.2.1 Development and implementation of Effluent Treatment Plants (ETPs) specifically designed to address the wastewater characteristics of diagnostic laboratories, hospitals, healthcare institutions, industrial facilities, and research centres.
- 3.2.2 Selection and integration of suitable treatment technologies—be it physical, chemical, biological, or hybrid systems—based on effluent load and site conditions, with flexibility to offer both modular and conventional solutions.
- 3.2.3 Assurance that the treated effluent meets or exceeds regulatory discharge norms as prescribed by CPCB, respective State Pollution Control Boards, and other relevant authorities, particularly in cases involving hazardous or biomedical contaminants.
- 3.2.4 Execution of end-to-end infrastructure for ETPs, covering civil construction, mechanical installations, electrical systems, piping networks, automation controls, and instrumentation.
- 3.2.5 Incorporation of essential and advanced components including equalization tanks, chemical dosing systems, clarifiers, biological reactors, filtration units, disinfection systems, and sludge management solutions.
- 3.2.6 Delivery of compact, energy-efficient, and space-conscious designs suited for dense urban settings, institutional campuses, or other space-constrained environments.
- 3.2.7 Evidence of successful commissioning of at least three ETPs of similar scale and complexity within the last five years, with appropriate work orders and completion/performance certificates.
- 3.2.8 Provision of long-term Operation & Maintenance (O&M) services for a minimum duration of five years, ensuring availability of skilled personnel, maintenance resources, and reliable service protocols.
- 3.2.9 Establishment of systematic effluent quality monitoring, including data logging, regular reporting formats, and mechanisms for handling complaints and operational issues.
- 3.2.10 Adherence to all prescribed Environment, Health & Safety (EHS) guidelines, with emphasis on clean, safe, and compliant plant operations.
- 3.2.11 Implementation of training and handholding programs for client representatives or plant operators to ensure smooth day-to-day operations and effective response to operational contingencies.
- 3.2.12 Capable of ensuring any other relevant guidelines or requirements as stipulated by regulatory or statutory bodies from time to time related to above category.

3.3 Schedule of Category 1.3 – Water Treatment Plants (WTPs)

The prospective bidder shall be capable of:

- 3.3.1 Designing and installing water purification systems using Reverse Osmosis (RO), Ultra Violet (UV), ozone-based, or other appropriate technologies based on source water quality.
- 3.3.2 Conducting detailed water quality assessments and customizing treatment solutions accordingly to ensure potable-grade output.
- 3.3.3 Implementing integrated and modular WTPs suitable for schools, healthcare facilities, rural communities, or institutional campuses.
- 3.3.4 Ensuring compliance with BIS drinking water standards and other applicable regulatory norms.
- 3.3.5 Supplying and integrating key components such as pre-filters, membrane units, dosing systems, UV chambers, and disinfection modules.
- 3.3.6 Offering scalable plant designs that accommodate future capacity expansion or technology upgrades.
- 3.3.7 Demonstrating technical proficiency in deploying compact, energy-efficient systems for space-constrained or remote locations.
- 3.3.8 Executing turnkey projects covering civil works, electromechanical installations, automation, and commissioning.
- 3.3.9 Providing uninterrupted Operation & Maintenance (O&M) services with defined maintenance schedules and timely replacement of critical components.
- 3.3.10 Establishing real-time or periodic water quality monitoring mechanisms with clear documentation and data reporting formats.
- 3.3.11 Ensuring supply chain reliability for consumables such as filters, membranes, and treatment chemicals.
- 3.3.12 Possessing prior experience in executing a minimum of three similar water treatment projects in the past five years, supported by completion and performance records.
- 3.3.13 Adhering to Environment, Health & Safety (EHS) standards in system design, installation, and operation.
- 3.3.14 Facilitating training, demonstration, and handholding support for local operators or client institutions for sustained operations.
- 3.3.15 Capable of ensuring any other relevant guidelines or requirements as stipulated by regulatory or statutory bodies from time to time related to above category.

3.4 Schedule of Category 1.4 – Grey Water Recycling and Reuse Systems

The prospective bidder shall be capable of:

- 3.4.1 Designing grey water recycling systems suitable for educational institutions, residential complexes, and public buildings, considering source separation and volume estimation for optimal treatment and reuse.
- 3.4.2 Implementing modular or decentralized treatment units that efficiently treat grey water from sources such as hand wash stations, bathing units, kitchen sinks, and laundry areas.
- 3.4.3 Selecting appropriate treatment technologies like sedimentation, filtration, biological treatment, activated carbon, or membrane systems tailored to grey water characteristics and reuse applications.
- 3.4.4 Offering solutions that ensure treated grey water meets applicable reuse standards for toilet flushing, irrigation, gardening, or other non-potable purposes.
- 3.4.5 Integrating smart monitoring tools, including IoT or AI-based platforms, for real-time tracking of treatment efficiency, water quality, and system performance.
- 3.4.6 Executing comprehensive infrastructure setups including civil, mechanical, and electrical works along with automation and safety controls.
- 3.4.7 Ensuring compact and energy-efficient system configurations that can be easily retrofitted into existing infrastructure with minimal space and operational disruption.
- 3.4.8 Demonstrating experience in successfully implementing grey water reuse systems in at least three similar institutions or campuses over the past five years, with documented outcomes.
- 3.4.9 Providing end-to-end solutions covering design, procurement, installation, commissioning, and long-term technical support for system upkeep.
- 3.4.10 Delivering an O&M plan for at least five years post-installation, with clearly defined protocols, preventive maintenance schedules, and assigned technical personnel.
- 3.4.11 Supplying necessary consumables, spares, and replacements regularly and ensuring uninterrupted functioning of the system.
- 3.4.12 Ensuring systems are child-safe, tamper-proof, and compliant with safety standards, especially in school and institutional environments.
- 3.4.13 Facilitating training, awareness sessions, and user manuals for facility staff, students, or maintenance personnel for seamless operation and upkeep.
- 3.4.14 Incorporating energy-saving features and water-efficient designs that contribute to overall environmental sustainability and circular water use.
- 3.4.15 Adhering to national and local environmental, health, and building safety regulations

throughout the project lifecycle, from design to post-installation monitoring.

3.4.16 Capable of ensuring any other relevant guidelines or requirements as stipulated by regulatory or statutory bodies from time to time related to above category.

3.5 Schedule of Category 1.5 – Sanitation Infrastructure

The prospective bidder shall be capable of:

- 3.5.1 Developing sanitation infrastructure tailored to rural, peri-urban, and underserved urban areas where access to safe and dignified sanitation remains critically inadequate.
- 3.5.2 Constructing community toilet complexes with appropriate provisions for water supply, ventilation, waste disposal, and accessibility, especially in areas with high footfall and limited private facilities.
- 3.5.3 Designing and implementing bio-toilets and eco-san systems in water-scarce regions, ensuring minimal environmental impact and reduced dependency on conventional sewage networks.
- 3.5.4 Providing mobile toilet units for temporary public gatherings, construction sites, festivals, or emergency relief zones where stationary facilities are not feasible.
- 3.5.5 Offering gender-segregated toilet units with separate access, disposal systems, and amenities tailored to the specific hygiene needs of women and children.
- 3.5.6 Ensuring inclusive infrastructure design that accommodates persons with disabilities, incorporating ramps, handrails, Braille signage, and accessible layouts as per national guidelines.
- 3.5.7 Executing end-to-end civil and plumbing works, including foundation, superstructure, water supply lines, septic tanks, soak pits, and drainage systems.
- 3.5.8 Selecting appropriate materials and construction methods that ensure durability, easy maintenance, and resistance to weather and misuse in high-use public environments.
- 3.5.9 Demonstrating previous experience in successfully executing at least three sanitation infrastructure projects in the last five years, supported by work orders and completion reports.
- 3.5.10 Incorporating innovative features such as sensor-based flushing, solar lighting, water-saving taps, or decentralized waste treatment where feasible.
- 3.5.11 Providing long-term Operation & Maintenance (O&M) services including regular cleaning, minor repairs, and management of waste and consumables.
- 3.5.12 Establishing behaviour change communication strategies through signage, community engagement, and awareness campaigns to promote responsible usage and maintenance.

- 3.5.13 Ensuring hygiene and safety through scheduled disinfection, waste disposal protocols, and provision of handwashing stations or sanitizers within each facility.
- 3.5.14 Meeting all norms laid out by Swachh Bharat Mission, Ministry of Jal Shakti, and relevant local authorities regarding public sanitation infrastructure.
- 3.5.15 Facilitating training for caretakers or local maintenance staff to ensure continuous upkeep and ownership by the community or hosting institution.
- 3.5.16 Capable of ensuring any other relevant guidelines or requirements as stipulated by regulatory or statutory bodies from time to time related to above category.
- 3.5.17 Aligning all construction, operation, and reuse practices with sustainable sanitation principles that conserve water, protect the environment, and uphold public health.

3.6 Schedule of Category 1.6 – Water Dispensers (Drinking Water Units)

The prospective bidder shall be capable of:

- 3.6.1 Supplying and installing water dispensers suited for varied institutional and public settings, including schools, hospitals, offices, transit hubs, and community centres, with appropriate cooling, filtration, and dispensing capacities.
- 3.6.2 Providing models with advanced features such as contactless operation, energy efficiency, and integrated filtration systems (RO, UV, or carbon filters) based on the quality of input water.
- 3.6.3 Customizing dispenser capacity and flow rates to suit site-specific needs, ranging from compact units for classrooms to high-output dispensers for public gatherings and high-footfall areas.
- 3.6.4 Ensuring durability, rust-proof bodywork, tamper-resistant features, and suitability for both indoor and outdoor installations under varying climatic conditions.
- 3.6.5 Demonstrating successful installation and service record of similar drinking water units at a minimum of three institutions or public spaces in the past five years.
- 3.6.6 Providing on-site testing, commissioning, and end-user training post-installation to ensure optimal use and basic troubleshooting knowledge for client personnel.
- 3.6.7 Offering comprehensive maintenance support for a minimum of three years, covering routine servicing, replacement of filters or parts, and emergency response.
- 3.6.8 Adhering to health and hygiene standards mandated by BIS and local authorities, with special emphasis on clean dispensing mechanisms and contamination prevention.
- 3.6.9 Facilitating user awareness through visual instructions, proper placement, and safe usage protocols, especially in schools and public access areas.

3.6.10 Capable of ensuring any other relevant guidelines or requirements as stipulated by regulatory or statutory bodies from time to time related to above category.

3.7 Schedule of Category 1.7 – Sanitation Kits

The prospective bidder shall be capable of:

- 3.7.1 Supplying comprehensive sanitation kits comprising soap, handwash, toothbrush, toothpaste, comb, towel, nail cutter, and other personal hygiene items suitable for individuals of all age groups and genders.
- 3.7.2 Including menstrual hygiene materials such as sanitary napkins, menstrual cups, or reusable cloth pads with appropriate user instructions and safe disposal mechanisms wherever applicable.
- 3.7.3 Customizing kit contents based on the target group—students, adolescent girls, women, disaster-affected populations, or marginalized communities—ensuring relevance and effectiveness.
- 3.7.4 Ensuring all items in the kit are of good quality, non-toxic, dermatologically safe, and comply with relevant health and safety standards prescribed by national authorities.
- 3.7.5 Packaging the kits in moisture-resistant, durable, and easy-to-carry pouches or boxes, clearly labelled in local/regional languages for easy identification and usage.
- 3.7.6 Demonstrating prior experience in supplying similar hygiene kits in government programs, CSR campaigns, school interventions, or relief operations during the past three years.
- 3.7.7 Offering optional value additions such as hand sanitizers, reusable face masks, biodegradable bags, or user leaflets on hygiene practices to enhance the impact of the kits. Ensuring gender sensitivity in design and distribution of kits, particularly addressing the menstrual hygiene needs of girls and women in an informed and dignified manner.
- 3.7.8 Facilitating pre-distribution awareness or orientation sessions wherever required to sensitize beneficiaries on kit usage, hygiene behaviour, and safe disposal practices.
- 3.7.9 Maintaining sufficient inventory and logistics readiness to deliver the required quantities within specified timeframes and across geographically challenging or remote areas.
- 3.7.10 Providing clear documentation of product specifications, shelf life, quality certifications, and batch testing reports to ensure transparency and quality assurance.
- 3.7.11 Ensuring that all reusable items meet minimum reuse standards and that disposable items are biodegradable or environmentally friendly wherever feasible.
- 3.7.12 Offering flexibility in kit configurations for schools, anganwadis, hostels, old-age homes, and community-based settings with scalable options for bulk orders.
- 3.7.13 Adhering strictly to the procurement, packaging, and delivery norms as set by the

implementing agency or client authority, including inspections if mandated.

- 3.7.14 Coordinating with local agencies or NGOs where needed to ensure culturally appropriate distribution and post-distribution feedback mechanisms.
- 3.7.15 Capable of ensuring any other relevant guidelines or requirements as stipulated by regulatory or statutory bodies from time to time related to above category.
- 3.7.16 Complying with national hygiene and sanitation program guidelines such as Swachh Bharat Mission, Menstrual Hygiene Scheme (MHS), or disaster relief frameworks.

3.8 Schedule of Category 1.8 – Smart Water Technologies

The prospective bidder shall be capable of:

- 3.8.1 Deploying smart sensors and Internet of Things (IoT) devices for real-time monitoring of water quality parameters, flow rates, pressure levels, and reservoir levels in institutional and public water systems.
- 3.8.2 Designing and implementing integrated leak detection systems that reduce water loss through timely identification and automated alerts across pipelines and distribution networks.
- 3.8.3 Offering predictive maintenance solutions using AI algorithms to analyze system performance data and forecast faults or inefficiencies before they disrupt water supply services.
- 3.8.4 Ensuring compatibility of smart tools with existing water infrastructure, with minimal retrofitting and provision for modular expansion or upgrades.
- 3.8.5 Demonstrating prior experience in implementing at least two smart water management projects involving digital platforms and sensor-based monitoring in the last five years.
- 3.8.6 Integrating centralized dashboards with user-friendly interfaces to monitor data in real-time and provide actionable insights for operators and administrators.
- 3.8.7 Providing mobile or web-based applications for stakeholders to track water system health, generate reports, and receive system alerts and notifications.
- 3.8.8 Ensuring data encryption, privacy, and secure cloud or local storage of water system information in compliance with digital governance protocols.
- 3.8.9 Offering automation features such as remote valve operations, pump controls, or water flow adjustments based on real-time input and analytics.
- 3.8.10 Facilitating remote calibration, diagnostics, and system updates to ensure optimal functionality of deployed smart water technologies.
- 3.8.11 Supporting long-term Operation & Maintenance (O&M) services, including software

updates, sensor recalibration, and troubleshooting support through dedicated technical teams.

3.8.12 Capable of ensuring any other relevant guidelines or requirements as stipulated by regulatory or statutory bodies from time to time related to above category.

3.8.13 Providing training, manuals, and handholding support to client staff on the operation, interpretation, and management of smart water systems and data platforms.

3.8.14 Adhering to standards prescribed by the Bureau of Indian Standards (BIS), Central Public Health and Environmental Engineering Organisation (CPHEEO), and local utilities.

3.8.15 Ensuring that all installed technologies are power-efficient, environmentally sustainable, and compatible with solar or alternative energy sources where required.

3.9 Schedule of Category 1.9 – Desalination and Innovative Water Solutions

The prospective bidder shall be capable of:

3.9.1 Designing and deploying desalination systems using reverse osmosis (RO), multi-stage flash distillation, or other appropriate technologies for converting saline or brackish water into potable water.

3.9.2 Assessing site-specific conditions, including raw water source, salinity levels, energy availability, and intended use, to recommend optimal desalination technology and plant capacity.

3.9.3 Demonstrating experience in implementing at least two desalination or innovative water solution projects within the last five years, preferably in coastal, drought-prone, or saline groundwater-affected regions.

3.9.4 Providing containerized or modular desalination units suitable for rapid deployment in rural, island, or disaster-affected areas where infrastructure is limited.

3.9.5 Integrating renewable energy sources such as solar or wind power into desalination systems to enhance sustainability and reduce energy costs.

3.9.6 Implementing innovative water generation technologies such as atmospheric water generators (AWGs), fog harvesters, or water-from-air systems where conventional supply is not feasible.

3.9.7 Ensuring treated water meets drinking water quality standards as specified by the Bureau of Indian Standards (BIS:10500) and other local health authorities.

3.9.8 Including post-treatment components such as remineralization units, disinfection systems, and storage tanks to ensure water safety and taste.

3.9.9 Offering comprehensive O&M services including staffing, spares, consumables, and

troubleshooting support for a minimum of three years post-commissioning.

- 3.9.10 Ensuring corrosion-resistant, climate-resilient system design with protection against high humidity, salinity, and coastal weather conditions.
- 3.9.11 Providing water quality testing kits and digital monitoring tools for real-time assessment of system performance and treated water parameters.
- 3.9.12 Conducting community awareness and training programs to support local operation, water conservation, and system maintenance practices.
- 3.9.13 Ensuring all civil, mechanical, and electrical works are executed to enable seamless installation and integration with local distribution infrastructure.
- 3.9.14 Capable of ensuring any other relevant guidelines or requirements as stipulated by regulatory or statutory bodies from time to time related to above category.
- 3.9.15 Complying with environmental and waste discharge regulations, particularly for brine and reject water management, as per CPCB/SPCB norms.

4. EXTENSION OF TIME

- 4.1** If the **(Selected party)** 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 **(Selected party)** to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

SECTION – VII

QUALITY CONTROL REQUIREMENTS

1. All activities undertaken by the empanelled partners shall adhere to predefined quality benchmarks and technical specifications as outlined by HLL for each specific project.
2. The partners must implement internal quality assurance protocols across collection, storage, transportation, recycling, and material transformation processes to ensure consistency and compliance.
3. Periodic inspections, sampling, and testing of materials / operations shall be carried out either by HLL or designated third-party agencies to verify adherence to quality and safety standards.
4. Documentation of quality checks, including photographs, batch records, and inspection reports, must be maintained and submitted as part of regular project reporting.
5. Any deviation from agreed quality parameters may lead to corrective action, withholding of payments, or disqualification from future engagements under the empanelment.

Signature and seal of the Bidder

FORM – A: - BID FORM

Ref:

Date:

To,
Deputy Vice President (SPD)
Sustainable Projects Division
HLL Lifecare Limited,
Keston Road, Kowdiar PO,
Trivandrum - 695003 Kerala, India
Tel: +0471 2724330
Website – www.lifecarehll.com

Dear Sir,

Expression of Interest (EOI) For Empanelment Of Partners

Category:.....

Sub- Category:.....

- i. We, the undersigned have examined the above mentioned TE document, including its amendment / corrigendum(*if any*), the receipt of which is hereby confirmed.
- ii. If our BID is accepted, we undertake to perform the services, in accordance with this Eoi document.
- iii. 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.
- iv. 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.

- v. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
- vi. We confirm that we fully agree to the terms and conditions specified in above mentioned EOI document, including amendment/ corrigendum if any

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email:

Designation and Common Seal...

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

Date_____

YES / NO

1.	Is your organization registered in India under the Companies Act, 1956/2013, the Limited Liability Partnership Act, 2008, the Partnership Act, 1932, or as a Consortium as of 31st March 2025?	
2.	Has your organization maintained a positive net worth in each of the last three financial years, up to 31st March 2025?	
3.	Has your organization satisfactorily executed similar projects in India, as per the category and schedule mentioned, and can provide valid documents?	
4.	Has your organization or any of its directors ever been debarred, blacklisted, banned, or de-recognized by any State Government or Central Government organization?	
5.	Do any of the firm's directors or key personnel have any criminal convictions in India or abroad?	
6.	Are there any pending legal disputes (official or personal) involving the firm or its owners that have not been declared?	

Certified that all the information provided herein is true & correct

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email:

Designation and Common Seal...

FORM – C: QUESTIONNAIRE

(GENERAL INFORMATION OF THE *(selected party)*)

1. Name & Address of The Service Provider / Contractor with:

- (a) Telephone No :
(b) E-mail Address :
(c) Name of contact person :
(d) Whether proprietary / Limited company :
(e) Specify whether SSI / MSE unit :

(Attach the copy of SSI registration / MSE registration certificate.)

**2. What would be the minimum period required to commence :
the project from the date of confirmed work order?**

3. What is your Annual Turn Over during the last Three years? :
(Copy of P & L and Balance sheet to be attached)

4. Details of GST registration :-

- a) GST No :
b) PAN No :
c) Udyam No (if applicable?) :

5. 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.

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email:

Designation and Common Seal...

FORM – D: PRE-CONTRACT INTEGRITY PACT

All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason. This **Pre-Contract Integrity Pact** (herein after called the Integrity Pact) is made on of the month of

Between

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

And

M/s with office atrepresented by Shri ,
Designation (hereinafter called the “Bidder/Seller”/Contractor/Agent which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Both HLL and Bidder referred to above are jointly referred to as the Parties.

PREAMBLE

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

NOW, THEREFORE,

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

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

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

Clause No. 1 : Commitments of HLL

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

1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.

1.3 All the officials of HLL will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be

debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTOR

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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

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

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

2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.

2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates

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

2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.

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

2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

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

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if

any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.

2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

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

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

3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect

of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason. If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HLL is entitled to disqualify the BIDDER from the tender process.

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

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

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

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

Clause.5. Consequences of Violation / Breach

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

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the

BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit, whichever is higher.

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

iv. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR.

If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.

- v. To en-cash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
- vi. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
- x. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

Clause.6. Fall Clause – NOT APPLICABLE FOR THIS EOI

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

Clause .7. Independent External Monitor(s)

7.1 HLL has appointed Shri P. Mallikharjuna Rao, IFoS (Retd.), as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Shri P. Mallikharjuna Rao, IFoS (Retd.) Independent External Monitor
(IEM) Office: HLL Lifecare Limited, HLL Bhavan, Poojappura,
Thiruvananthapuram 695 012, Kerala

Email: iemhll@lifecarehll.com

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

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

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

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

7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the

BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

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

7.8 The IEM(s) will submit a written report to the CEO/CMD of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

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

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

Clause.9. Facilitation of Investigation

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

Clause.10. Law and Place of Jurisdiction

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

Clause.11. Other legal Actions

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

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the BIDDER /Seller, including warranty period,

whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

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

Clause. 13. Other provisions

13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

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

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

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

HLL Lifecare Ltd.

Bidder

Witness

Witness

1.....

1.....

2.....

2.....

FORM – E: ACCEPTANCE FORM

(To be submitted in the letter pad of the firm)

From

To,

Deputy Vice President (SPD)

Sustainable Projects Division
HLL Lifecare Limited,
Keston Road, Kowdiar PO,
Trivandrum - 695003 Kerala, India
Tel: +0471 2724330
Website – www.lifecarehll.com

Dear Sir,

I/We hereby declare that I/We have thoroughly read and understood the terms and conditions specified in the Notice Inviting Expression of Interest (NIEOI) as well as the Conditions of Contract provided. The contents of the documents have been reviewed in detail, and I/We fully comprehend the obligations and responsibilities outlined therein. I/We acknowledge that the terms are fair and binding, and we accept them without any reservations.

Furthermore, I/We have carefully examined the scope of services / technical specifications detailed in the bid documents. Based on this understanding, I/We confirm that our organization possesses the required capability, resources, and experience to execute the project in strict accordance with the specified requirements. I/We assure full compliance with all applicable conditions, and undertake to perform the contract as per the standards expected by the issuing authority.

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

FORM – F: DECLARATION

We hereby declare and confirm that:

1. We don't 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 three years from the date of issue of this EOI
4. We will abide by all the terms & conditions of the EOI.
5. We certify that we are offering more than 50% services from India for the services required under this e-EOI 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 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 EOI (both expressed and implied) in full and that we agree to abide by all without any deviation.

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email:

Designation and Common Seal...

FORM – G: INDEMNITY CERTIFICATE

To,

**Deputy Vice President (SPD)
Sustainable Projects Division
HLL Lifecare Limited,
Keston Road, Kowdiar PO,
Trivandrum - 695003 Kerala, India
Tel: +0471 2724330**

Website – www.lifecarehll.com

Dear Sir,

As a partner to HLL, the indemnifier assumes liability for and irrevocably agrees to indemnify, defend and hold harmless Government of India and HLL Lifecare Limited, its Affiliates, shareholders, officers, directors, employees, agents, and their respective successors and assigns from and against any and all losses, damages, claims, actions, liabilities, proceedings, injury, cost or expenses (including counsel's fees of whatsoever kind of nature arising out of or in any way connected with the licenses granted or the manufacture of the products or services or out of any defect (whether obvious or hidden) in the products/services or arising from the indemnifier's failure to comply with applicable laws.

Dated this [insert: number] day of [insert: month], [insert: year].

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

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

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

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

10. Specifications in Tenders and other procurement solicitations:

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

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

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

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

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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