

**AMENDMENT NO.1 Dated 15.03.2022**

**Ref NIT No: HLL/CHO/SD/MKTG/2021-22/06 Dt: 10.03.2022**

The following amendment has been incorporated in the above mentioned NIT for the Manufacture & supply of Surgical Gloves (Sterile) and Examination Gloves (Sterile & Non Sterile) under rate contract for 12 months.

**1. Instruction to Bidders Clause No.24 PAYMENT TERMS**

**FOR**

24.2 The Payment for goods shall be effected by means of irrevocable letter of credit for 120 days from the date of receipt and acceptance of goods at the warehouse / Location specified in the purchase order / NOA, anywhere in India, on submission of original invoice and other documents (if any) as specified in the purchase order

**MAY BE READ AS**

24.2 The Payment for goods shall be effected by means of irrevocable letter of credit for 120 days from the date of receipt and acceptance of goods at the warehouse / Location specified in the purchase order / NOA, on submission of original invoice and other documents (if any) as specified in the purchase order

**2. Instruction to Bidders Clause No.37 SHELF LIFE**

**FOR**

The product shall have minimum shelf life of three years. The manufacturing date of the product being supplied should not be more than one month prior to the date of dispatch

**MAY BE READ AS**

The product shall have minimum shelf life of Three years for Examination Gloves (Sterile & Non Sterile) and 5 years for Surgical Gloves (Sterile). The manufacturing date of the product being supplied should not be more than one month prior to the date of dispatch

**3. General Condition of Contract Clause No 10 PAYMENT**

**FOR**

10.3 Payment shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice/claim by the Supplier.

**MAY BE READ AS**

10.3 The Payment for goods shall be effected by means of irrevocable letter of credit for 120 days from the date of receipt and acceptance of goods at the warehouse / Location specified in the purchase order / NOA, on submission of original invoice and other documents (if any) as specified in the purchase order

**4. Special Conditions of Contract Clause No 4 PAYMENT Point No. 4.1**

**FOR**

ii) Payment shall be made within 60 days from the date of receipt and acceptance of goods at the warehouse as mentioned in the purchase order

**MAY BE READ AS**

- ii) The Payment for goods shall be effected by means of irrevocable letter of credit for 120 days from the date of receipt and acceptance of goods at the warehouse / Location specified in the purchase order / NOA, on submission of original invoice and other documents (if any) as specified in the purchase order

**5. Instruction to Bidders Clause No.41. INTEGRITY PACT.**

**FOR**

Pre-Contract Integrity Pact and Independent External Monitor

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

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The details of the present Independent External Monitor for HLL is given below.

Shri. M.J. Joseph, ICAS (Retd),  
Former Controller General of Accounts  
Email id: [jemhll@lifecarehll.com](mailto:jemhll@lifecarehll.com)

**MAY BE READ AS**

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The details of the present Independent External Monitor for HLL is given below.

Shri Ashok Kumar Mangotra IAS (Retd.)  
Ex-Secretary to Government of India  
Email : [jemhll@lifecarehll.com](mailto:jemhll@lifecarehll.com)

**6. Instruction to Bidders Clause No.7.2 Document to be submitted along with Technical Bid.**

**Point No g).**

**FOR**

g) Copy of Quality certifications, ISO 13485 to be submitted.

**MAY BE READ AS**

g) Quality shall conform the parameters, models, designs and / or technical specifications of the manufacturer with, ISO 9001:2000, ISO 13485.21813, ISO 14001:2004, BS OSHAS 18001:2007 2003. Copy of quality certifications to be submitted.

**Point No j)**

**FOR**

j) Power of Attorney in stamp paper (Rupees Two Hundred only) duly notarized authorizing the signatory to sign the bids and transact business.

**MAY BE READ AS**

j) Power of Attorney in stamp paper (of appropriate value) duly notarized authorizing the signatory to sign the bids and transact business.

**7. Instruction to Bidders Clause No.8 Bid Price Point No 8.2**

**FOR**

8.2 The rates quoted by the Bidder shall include cost of all materials, freight charges, GST or any other tax etc. and on **Door delivery basis HLL Lifecare Limited Stores, Akkulam Thiruvananthapuram.**

**MAY BE READ AS**

8.2 The rates quoted by the Bidder shall include cost of all materials, freight charges, loading, unloading, GST or any other tax etc. and all expenses of whatsoever in nature upto unloading at HLL Lifecare Limited Stores, Akkulam Thiruvananthapuram on Door delivery basis.

**8. General Condition of Contract Clause No 19 RESOLUTION OF DISPUTES**

**FOR**

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

**MAY BE READ AS**

19.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute,

either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum mutually agreed by the parties.

## **9. General Condition of Contract Clause No 6 INSPECTION AND TESTS**

Point Added

- 6.6 HLL at its sole discretion shall appoint third party inspection agency to inspect the goods during manufacturing / packing at supplier premises / on arrival at HLL Warehouse/ at HLL client location as deemed fit. Samples and inspection shall be carried out in line with ISO 285916.

## **10. Instruction to Bidders Clause No.26 Delay in delivery of Goods Point No 26.2**

**FOR**

26.2 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages. If the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.08 % per day for the first 10 days of delay, 0.15% per day for subsequent 20 days of delay and 0.30% per day for subsequent delays thereafter. If the Supplier fails to comply with specific packing descriptions or instructions, the loss incurred by the purchaser on this account shall be indemnified by the supplier

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26.2A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages. If the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.3 percent of the delivered price of the delayed Goods or unperformed Services for each day of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed Goods or Services contract price. Service tax as applicable will also be recovered in addition to the liquidated damages thereafter. If the Supplier fails to comply with specific packing descriptions or instructions, the loss incurred by the purchaser on this account shall be indemnified by the supplier

## **11. General Condition of Contract Clause No 15 LIQUIDATED DAMAGES**

**FOR**

15.1A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages. If the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall

without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.08 % per day for the first 10 days of delay, 0.15% per day for subsequent 20 days of delay and 0.30% per day for subsequent delays thereafter. If the Supplier fails to comply with specific packing descriptions or instructions, the loss incurred by the purchaser on this account shall be indemnified by the supplier. However, H.L.L at its sole discretion reserves the right to accept or reject the delivery of materials which are supplied beyond the delivery date as mentioned in the purchase order. In the event of H.L.L accepting the delivery of the materials beyond the stipulated delivery date as per the Purchase order, penalty as mentioned above would apply. In the event of H.L.L rejecting the delivery of the materials beyond the stipulated delivery date as per the Purchase order, then the party is liable to repay HLL any advance amount which was paid by HLL, failing which HLL will have the right to initiate legal proceedings against such party/ successful bidder. Once the maximum is reached, the Purchaser may consider termination of the Contract. If the Supplier fail to comply with specific packing descriptions or instructions, the loss incurred by the purchaser on this account shall be indemnified by the supplier

#### **MAY BE READ AS**

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#### **12. Special Condition of Contract Clause No 2 INSPECTION AND TESTS GCC Clause 6)**

##### **FOR**

2.3 If the goods fail to meet the laid down specifications, the purchaser has right to reject the entire quantity /batch supplied and supplier shall take immediate steps to replace the defective goods at his own cost to the satisfaction of the Purchaser.

**MAY BE READ AS**

- 2.3 If the goods fail to meet the laid down specifications, the purchaser has right to reject the entire quantity /batch supplied and supplier shall take immediate steps to take back / destroy the rejected material and to replace the defective goods at his own cost from HLL warehouse / HLL client location to the satisfaction of the Purchaser.

**13. Special Condition of Contract Clause No 7 RESOLUTION OF DISPUTES GCC Clause 20)**

**FOR**

Add as GCC Clauses 20.3 and 20.4 the following:

- 7.1 The dispute resolution mechanism to be applied pursuant to GCC Clause 20 shall be as follows:
- (a) In the case of a dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation (Amendment) Act 2015 by a Sole Arbitrator to be nominated by the Indian Council of Arbitration, New Delhi.
- 7.2 The venue of arbitration shall be the place from where the Contract is issued (ie.) Thiruvananthapuram. The seat of arbitration shall be Kerala.
- 7.3 The award passed by the Sole Arbitrator shall be final and binding on the parties and the language of the arbitration proceedings shall be in English

**MAY BE READ AS**

Special Condition of Contract Clause No 7 RESOLUTION OF DISPUTES GCC Clause 20) **DELETED**

**14. Special Condition of Contract Clause No 8**

Point Added

The term 'IFB' wherever mentioned in the tender document is replaced with the term 'NIT'.

**15. Instruction to Bidders Clause No.23 PERFORMANCE SECURITY**

Point Added

- 23.2 Supplier has to submit clear documents for opening of LC as mentioned in the NoA / purchase order to HLL within 7 days of placement of order. Any delay will be treated as non-performance and Liquidated Damages shall be levied.

\*The above changes will be applicable mentioned anywhere else in the tender document.

**Vice President (Sourcing)**