HLL/HCS/Tender-GeM/2026-27/27

DTD: 20.11.2026

HLL LIFECARE LIMITED

(A Govt. Of India Enterprise)
CIN: U25193KL1966GOI002621
HLL Bhawan , Poojappura. P. O, Thiruvananthapuram – 695012, Kerala, India
Phone: 0471- 2775600, 2775639
Website – www.lifecarehll.com
E Mail - hcstenders@lifecarehll.com

HLL Lifecare Limited (HLL) hereby invites online bids through https://gem.gov.in for Supply, Installation and Commissioning of Computed Radiography Systems (4 nos.). Detailed requirements and terms & conditions are available in GEM Portal https://gem.gov.in.

DISCLAIMER

The information contained in this document is confidential in nature. The bidders shall not share this information with any other party not connected with responding to this Tender Document. All information contained in this Notice Inviting Tender (NIT) provided / clarified are of good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

The information contained in this Tender Document or subsequently provided to Bidder(s) whether verbally or in writing by or on behalf of HLL Lifecare Limited (HLL) shall be subject to the terms and conditions set out in this Tender Document and any other terms and conditions subject to which such information is provided. Though adequate care has been taken in the preparation of this NIT document, the interested firms shall satisfy themselves that the document is complete in all respects. The information is not intended to be exhaustive.

Interested Bidders are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the NIT document is complete in all respects and firms submitting their bids are satisfied that the NIT document is complete in all respects. If a bidder needs more information than what has been provided, the potential bidder is solely responsible for seeking the information required from HLL.

HLL reserves the right to provide such additional information at its sole discretion. In order to respond to the Bid, if required, and with the prior permission of HLL, each bidder may conduct his own study and analysis, as may be necessary.

HLL Lifecare limited (HLL), Thiruvananthapuram reserves the right to reject any or all of the applications submitted in response to this NIT document at any stage without assigning any reasons whatsoever. HLL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the NIT Application.

HLL reserves the right to change/modify/amend any or all of the provisions of this NIT document. Such changes would be posted on the website of HLL (www.lifecarehll.com)and the CPP portal. Neither HLL nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract, to the principles of restitution for unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this NIT document, any matter deemed to form part of this NIT document, the award of the Assignment, the information and any other information supplied by or on behalf of HLL or their employees and Bidder or otherwise arising in any way from the selection process for the Assignment.

INDEX

Section	Description	Page No
A	Notice inviting Tender (NIT)	4
B	Instructions To The Bidders (ITB)	9-17
C	General Conditions of Contract (GCC)	18-29
D	Special Condition of Contract (SCC)	30
E	List of Requirements	31-32
F	Technical Specifications	33-35
G	Forms and Declarations	36
1	Financial Statement	37
2	Performance Statement	38
3	Category Details Of Organization	39
4	Self-Declaration – Make In India Preference	40
5	Self-Declaration – Compliance to Rule 144 (Xi) Of GFR 2017	41
6	Requisition Form For E-Payment	42
7	Self-Declaration Non Black Listed	43
8	No Deviation Certificate	44
9	Acceptance Form	45
10	Make/Model/HSN Code Of Equipment	46
11	Quality Control Requirements	47
H	Manufacturer's Authorisation Form	48
I	Price Schedule	49
J	Bank Guarantee Form For Performance Security	50-52
K (Form-A)	Contract Form – A	53-54
K (Form-B)	Contract Form – B	55-56
L (Form-A)	Proforma For Delivery Receipt Certificate	57
L (Form-B)	Proforma of Final Acceptance Certificate	58-59
M	Consignee Address	60
N	Technical Specification Compliance Sheet	61
O	Check List	62-63
P	General information of the Manufacturer / Supplier	64
Q	Pre Contract Integrity Pact	65-70

HLL LIFECARE LIMITED

(A Government of India Enterprise)
Healthcare Services Division
Corporate Head Office, Poojappura. P.O,
Thiruvananthapuram – 695012, Kerala, India
Phone: 0471- 2775600, 2775639

SECTION A

NOTICE INVITING TENDER (NIT)

HLL/HCS/Tender-GeM/2026-27/27 **20.11.2026**

HLL Lifecare Limited (HLL), a Government of India Enterprise invites online bids from eligible, competent and experienced bidders who are capable of executing the following item/work meeting the requirements as per our tender.

Sl No	Particulars	Description
1	Name of Item/Work	Supply, Installation and Commissioning of Computed Radiography Systems at Hindlabs facilities at 4 locations.
2	List of Required Items	Section E
3	Technical Specification	Section F
4	Bid Security/EMD	Rupees One lakh and Sixty Thousand only (Rs. 1,60,000)
5	HLL A/c Details for payment of EMD (Payment mode: NEFT/RTGS)	Name of Bank : HDFC Bank Limited A/c number : 00630330000563 IFSC Code : HDFC0000063 Branch name : Vazhuthacaud Branch, Thiruvananthapuram
6	Eligibility criteria for Bidders	As per the document
7	Date of Prebid meeting	As Mentioned in GEM Portal (https://gem.gov.in/) Online meeting link for prebid meeting : Monday, November 23, 2026· 11:00 AM – 12:00PM link: https://meet.google.com/phc-dugc-cse
8	Last Date and Time for Online submission of bids	As Mentioned in GEM Portal (https://gem.gov.in/)
9	Date and time of opening of the-Tender	As Mentioned in GEM Portal (https://gem.gov.in/)
10	Address for Communication at HLL regarding the tender	Associate Vice President i/c & Business Head (HCS) Health Care Services Division HLL Lifecare Limited, Corporate & Regd Office HLL Bhavan, Poojappura, Thiruvananthapuram-695012 E-mail:hcstenders@lifecarehll.com

Associate Vice President i/c **& BH (HCS)**

Definitions and Abbreviations

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

1.2 Definitions**:**

(i) **"Purchaser"** means HLL Lifecare Limited.

(ii) **"e-Tender"** means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder online.

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

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

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

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

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

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

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

(x) **"Technical Specification**" means the document/Stipulations pf Tender enquiry document/standard that prescribes the requirement with which goods or service has to conform.

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

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

(xiii) "**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.

(xiv) "**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.

1.3 "**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.

Abbreviations:

(i) "TE Document" means Tender Enquiry Document

(ii) "NIT" means Notice Inviting Tender

(iii) "ITB" means Instructions to Tenderers

(iv) "GIT" means General Instructions to Tenderers

(v) "SIT" means Special Instructions to Tenderers

(vi) "GCC" means General Conditions of Contract

(vii) "SCC" means Special Conditions of Contract

(viii) "PSU" means Public Sector Undertaking

(ix) "CPSU" means Central Public Sector Undertaking

(x) "GeM" means government e-Marketplace portal (https://gem.gov.in/)

(xi) "LC" means Letter of Credit

(xii) "DP" means Delivery Period

(xiii) "BG" means Bank Guarantee

(xiv) "BL" means Bill of Lading

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

(xvi) "HLL" means HLL Lifecare Limited

(xvii) "NOA" means Notification of Award or purchase order issued by purchaser to the selected bidder after tendering process.

(xviii) "CAMC" or "CMC" means Comprehensive Annual Maintenance contract to be provided by the selected Bidder for the equipment supplied.

(xix) "Computed Radiography (CR)" means a digital X-ray imaging technology that uses reusable photostimulable phosphor (PSP) plates within cassettes to capture latent images, rather than conventional film.

(xx) "DR" means Digital Radiography, a method of acquiring X-Ray images using electronic detectors that convert Xrays into digital signals.

(xxi) "USG" means Ultrasound Sonography, a non-invasive imaging technique that uses sound waves to create pictures of internal body structures, helping doctors diagnose and monitor various conditions.

(xxii) "OEM" means Original Equipment Manufacturer of the goods offered in this tender

(xxiii) "GST" means Goods and Services Tax

GENERAL INSTRUCTION TO BIDDERS

1) This is an e-tender in which tenders are being invited online through GeM portal and it is mandatory to submit tender in Technical bids – (part I) and Price bids (Part-2) online at GeM Portal (https://gem.gov.in/) by specified date and time.

2) The bidder shall read all the terms and conditions of the tender document thoroughly before submission of bids.

3) The rates are to be filled online in attached excel format in GeM for the quoted items strictly as per unit pack size mentioned in the format for the concerned item.

4) Any condition/s mentioned by the bidder anywhere in his bid, which is/are in contradiction with the conditions contained in this tender document will not be considered and terms & conditions contained in this tender document will prevail. Therefore, only those bidders shall submit bids which meets the requirement stipulated in this tender document and agrees with the terms & conditions of the tender document.

5) Bidders quoting equipment manufactured in countries sharing land border with India shall have to comply with GFR Rule 144 (xi) and have relevant registration.

6) For MSME registered bidders, the proof of registration in the line of work and monitory limit shall be attached.

7) **Preference to Make In India products (For bids < 200 Crore)**: Preference shall be given to Class 1 local Supplier as defined in Public Procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local Supplier will be as defined in Public Procurement (Preference to Make in India), Order 2017.

8) If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor and if the OEM is a company then by a practicing cost accountant or a chartered accountant for OEM's other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 16.09.2020. Only Class-I and Class-II Local Supplier s as per MII order dated 16.9.2020 will be eligible to bid. Non - Local Supplier s as per MII order dated 16.09.2020 is not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

9) **Bid Security (EMD), IF APPLICABLE:**

EMD as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank	:	HDFC Bank Limited, Trivandrum
A/c number	:	00630330000563
IFSC Code	:	HDFC0000063
Branch name	:	Vazhuthacaud Branch, Thiruvananthapuram

Document of the above transactions (UTR NUMBER and DATE OF UTR) completed successfully by the bidder, shall be uploaded at the locations separately while submitting the bids online.

Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The supplier / Supplier 's bid will be evaluated only if payment is effective on the date and time of bid opening.

NOTE

- SSI/MSME units interested in availing exemption from payment of EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC / Udyam
- If the bidder is a MSME, it shall declare in the bid document the Udyam Registration details issued to it under the MSMED Act, 2006.
- If a MSME bidder do not furnish the Udyam Registration details Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.
- The Party has to provide Performance Security/Security Deposit if Tender is awarded to them.

Associate Vice President i/c **& BH (HCS)**

SECTION B

INSTRUCTIONS TO THE BIDDERS (ITB)

1. INTRODUCTION

HLL Lifecare Limited (hereinafter known as "Purchaser" or "HLL") invites online bids from the eligible bidders who are capable of supplying and executing the specified goods and services as per the tender conditions.

1.1. About HLL Lifecare Limited

HLL Lifecare Limited (HLL) is a Miniratna public sector enterprise under the administrative control of the Ministry of Health & Family Welfare, Government of India. HLL's purpose of business is "to be a globally respected organization focusing on inclusiveness by providing affordable and quality healthcare solutions through continuous innovations". In its quest to become a comprehensive healthcare solutions provider, HLL had diversified into hospital products and healthcare services, while nurturing its core business of providing quality contraceptives.Today, HLL has emerged into a global corporate of international acclaim spread across 118 nations, taking under its wings 4 subsidiaries comprising 21 offices and 7 manufacturing units across locations having a multitude of products ranging from contraceptives & hospital products to pharmaceuticals: and services from diagnostics to infrastructure development.

HLL has indeed emerged as a force to reckon with, its name being synonymous with integrity, credibility and concern for society striving continuously to uplift the quality standards and cost-effectiveness of healthcare in the country.

1.2. About HINDLABS

The Healthcare Services (HCS) Division of HLL Lifecare Limited delivers comprehensive medical diagnostic services, including Laboratory, Imaging, and Teleradiology—along with Wellness Clinics and Polyclinics under the flagship brand HINDLABS. Established in 2008, HINDLABS was founded with the core mission of providing high-quality medical diagnostic services at affordable prices. What began as a single diagnostic laboratory has now evolved into one of India's largest and most trusted healthcare service networks, encompassing over 4,000 partner hospitals and 229 diagnostic centres across the country.

With a robust team of highly qualified and dedicated healthcare professionals operating state-of-the-art diagnostic equipment, HINDLABS serves more than 30,000 patients daily. To date, it has conducted nearly 500 million diagnostic tests, benefiting over 99 million individuals and achieving an estimated INR 2,500 crore (₹25 billion) in cost savings for patients when compared to prevailing market rates.

Currently present in 18 states, HINDLABS operates across four key verticals:

- HINDLABS Medical Laboratories
- HINDLABS Medical Imaging Centers
- HINDLABS Polyclinics
- Teleradiology Services

In addition, HINDLABS brings extensive experience in executing large-scale diagnostic projects in collaboration with various State Governments and the National Health Mission (NHM), reinforcing its position as a reliable partner in public healthcare delivery.

2. SCOPE OF BID

2.1. HLL is in the process of establishing diagnostic facilities at the four locations as detailed in Section E, List of Requirements. To equip these facilities, HLL intends to procure four Computed

Radiography Systems in accordance with the technical specifications outlined in this document, through a tender process by inviting bids from eligible suppliers

3. ELIGIBLE BIDDERS

3.1. A Bidder should have eligibility as per qualification criteria as per the document to submit bids against this tender.

3.2. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

4. COST OF BIDDING

4.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5. SITE VISIT

5.1. The bidder is advised to visit and examine the site of delivery/Work and its surroundings and obtain for itself on its own responsibility all the information that may be necessary for preparing the bid and entering into a contract for delivery of item/construction of the Works. He shall examine the site condition and satisfy himself with the availability of materials at nearby places, difficulties which may arise during execution before submitting the bids. The costs of visiting the Site shall be at the bidder's own expense.

5.2. The bidder and any of his personnel or agents will be granted permission by HLL to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, his personnel or agents will release and indemnify HLL and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

6. PREPARATION OF BIDS

6.1. Participants may please go through the tender document carefully to understand the documents required to be submitted as part of the tender. Any deviations from these may lead to rejection of the tender.

6.2. Participant should take into account any corrigendum published on the tender before submitting their tenders.

6.3. In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the participant or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by the buyer including black listing.

6.4. The buyer reserves the right to verify the claims made by the participants and to carry out the capability assessment of the participants and the buyer's decision shall be final in this regard.

6.5. Language of the Bid

All documents relating to the bid shall be in the English language.

6.6. Documents Comprising the Bid

The online bid submitted by the bidder shall comprise the following:

- Copy of Registration (GST, PAN etc) Certificate duly attested.
- Copy of Documents in proof of eligibility criteria
- Copy of Documents in proof of Financial turnover.

- Other documents specified in the document.
- Priced Bill of Quantities.

Bidders shall not make any addition, deletion or correction in any of the bid documents.

7. BID PRICES

7.1. Rate shall be offered as per price schedule given in the Gem Portal. The order shall be awarded to the technically responsive qualified bidder, who quotes the lowest amount in total. The rates quoted by the Bidder shall include cost of all materials and conveyance, labour charges, hire charges of plant and machinery, overheads, related turnkey civil works and all incidental services and charges for execution of the contract. The rate quoted shall also include all statutory taxes as on the date of submission of the tender and such taxes shall be paid by the Supplier.

7.2. GST or any other tax applicable shall be payable by the Supplier in respect of this contract and HLL will not entertain any claim whatsoever in respect of the same.

7.3. All taxes, royalty, Octroi and other levies payable by the Supplier under the contract, or for any other cause as of the date 28 days prior to the deadline for submission of bids shall be included in the rates, prices and total of bid price. The bid prices shall also cater for any change in tax pattern during the tenure of work. Bids must be valid for a period of 365 days from date of bid opening.

7.4. The rates and prices quoted by the bidder shall remain firm during the entire period of contract.

8. CURRENCIES OF BID AND PAYMENT

8.1. The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

9. ALTERATIONS AND ADDITIONS

9.1. The bid shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

9.2. The bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. Any bidder who fails to comply with this clause will be disqualified.

10. ALTERNATIVE BIDS

10.1. Alternative Bids are not permitted.

11. PRE-BID CONFERENCE

11.1. If so indicated in NIT, Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.

12. SUBMISSION OF BIDS

12.1. Bids must be uploaded till the deadline for submission mentioned in Gem Portal. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended. Offer should be of two parts Viz., "TECHNICAL BID" and "FINANCIALBID"

The content of the both bids should be as under;

a) Envelope –I (Technical bid):

Technical Bid should contain EMD payment details along with signed and scanned soft copy documents to establish the qualification as mentioned in the qualification criteria below.

Qualification Criteria for Suppliers / firms

The bidder should be fulfilling the following preconditions and must also upload/submit documentary evidence in support of fulfillment of these conditions while submitting the bid.

Sl No	ELIGIBILITY CRITERIA AND DOCUMENTS REQUIRED
1	Bidder must have remitted EMD, if not exempted, as specified in this document. Copy of Receipt for submission of Bid fee and EMD with UTR No. is to be submitted as part of technical document
2	Bidder must be a legal Entity (a Company/ Public limited company by shares/Society/Proprietorship/Partnership/Trust registered under applicable Act in India/ Government-owned enterprise or institution). Bidder should be registered with the GST Authorities and should have a valid PAN number. Bidder should submit valid copies of the following: a) GST Registration b) IT PAN Card c) Certificate of incorporation of equivalent
3	The bidder should submit the duly notarized Power of Attorney, issued by the competent authority in favour of the signatory of the bid in the stamp paper of appropriate value as per the Stamp Act
4	Bidder should be Original Equipment Manufacturer (OEM) of the offered equipment, or an authorized agent/dealer authorized by OEM. In the case of authorized agent/dealer, valid documentary evidence in the form of authorization from OEM for participation in this tender as per the format given at **SECTION H** shall be furnished along with offer.
5	Copy of AERB Type approval certificate of the offered model as per the statutory provisions of the equipment.
6	Bidder should have experience of supplying and installing at least Two Computed Radiography Systems of the required configuration or above in India to any Government or private organization/Hospitals during preceding 3 financial years (i.e. current year and three previous financial years). Purchase order copies / satisfactory certification from client in support has to be submitted. Bidders quoting as an authorize dealer should have experience on its own or through their OEM shall have successfully Supplied and installed the Similar Equipment.
7	The Bidder should have executed projects for supply, installation, commissioning of same or similar category items during preceding 3 financial years (i.e. current year and three previous financial years) as on last date of submission of bid, as per following criteria. 1. Three similar completed services costing not less than the amount equal to 40% (Rs. 32.00 Lakhs) of the estimated cost; or 2. Two similar completed services costing not less than the amount equal to 50% (Rs. 40.00 Lakhs) of the estimated cost; or 3. One similar completed service costing not less than the amount equal to 80% (Rs. 64.00 Lakhs) of the estimated cost. **Copies of work orders/satisfactory work completion reports** issued by the Client/Authority concerned shall be submitted as proof of the same. Bidders quoting as an authorize agent/dealer should have experience on its own or through their OEM shall have successfully Supplied and installed the Similar Equipment
8	**The average annual turnover for the previous three financial years, (2022-23, 2023-24 & 2024-25)** of the bidder should not be is not less than Rs. 40.00 Lakhs. The duly filled Financial Statement certified by a chartered accountant as **per item no. 1 in Section G** is to be attached
Note	Enclose **audited Balance sheets, Profit & Loss Statements, and IT return** statements certified by a Chartered Accountant as proof of financial status.
9	Dully filled Performance Statement as per **item no.2 of Section G**
10	Dully filled Category Details of Organization (MSE) as per **item no.3** of **Section G.**
11	Dully filled Self-Declaration – Make in India Preference as per **item no. 4 of Section G.**
12	Dully filled Self-Declaration -Compliance to Rule 144(XI) of the GFR 2017 as per **item no. 5 of Section G**
13	Dully filled Requisition form for E-payment as per item **no. 6 of Section G**

14	Supplier/Firm/Company should not have been blacklisted by the Govt./or the registering authority during last five years as on date bid submission. If NO, the duly signed declaration form as per **item no-7 of Section- G** is to be attached
Note	i. The bidder will be disqualified if they have any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. Including ongoing works. ii. If the order is terminated in the last one year, their bid will be treated as non-responsive iii. Self-Certificate: Non-Black Listing Certificate of no-blacklist in any firms in bidders letterhead
15	Duly Signed NO DEVIATION CERTFICATE as per **item no-8 of Section -G** to be attached
16	Duly Signed ACCEPTANCE FORM as per **item no-9 of Section -G** to be attached
17	Duly filled Make, Model & HSN code of equipment as per **Item No.10 of Section –G**
18	Duly filled Quality Control Requirements as per **item No.11 of Section –G**
19	Dully Filled Technical Specification Compliance Sheet **Section N** to be attached. Also Product brochure literature, technical data sheet/ write up etc detailing all technical and other aspects of the model of the equipment being offered which will be considered for technical compliance evaluation.
20	Duly filled Check List sheet **Section O** to be attached
21	General information of the Manufacturer / Supplier as per **Section P** to be attached
22	Dully filled Pre Contract Integrity pact as per of **Section – Q** to be attached

b) Envelope – II (Financial Bid): The Financial e-Bid through GEM portal.

The BoQ to be filled by the bidder. The bidder has to fill the mentioned sheets as per the following:

The rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the bid document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the file is found to be modified by the bidder, the bid will be rejected.

The bidder shall fill the individual rates of all the items including rates for equipment, civil and associated work, CAMC, cost of films and cassettes etc. listed in the price format which will be a part of the financial bid evaluation. The bidders have to upload the file in GEM Portal as part of BOQ/PDF format. Quantities mentioned are indicative and for evaluation purposes. Actual purchase quantities will vary.

13. DEADLINE FOR SUBMISSION OF BIDS

The Purchaser may, at its discretion, extend this deadline for submission of bids by mending the Bid Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the dead-line as extended.

14. TENDER VALIDITY

14.1. Tenders shall remain valid for the period of 180 days from the date of technical bids opening. A tender valid for a shorter period shall be rejected by HLL as non-responsive.

14.2. In exceptional circumstances, prior to expiry of the original tender validity period, the tendering authority may request the participants 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. A participant may refuse the request without forfeiting its bid security (if applicable). A participant agreeing to the request will not be required or permitted to modify its tender but will be required to extend the validity of its bid security (if applicable) for the period of the extension.

15. HLL'S RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS

15.1. HLL reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders at any time prior to award contract award, without thereby incurring any liability to

the affected participant or participants.

15.2. HLL does not bind itself to accept the submitted tenders and reserves the right to reject any or all tenders at any point of time prior to the issuance of the notice of award/letter of intent/purchase order without reason whatsoever.

15.3. HLL reserves the right to resort to retendering without providing any reasons whatsoever. The purchaser shall not incur any liability on account of such rejection. The purchaser reserves the right to modify any terms, conditions or specifications for submission of offer and to obtain revised tenders from the Participants due to such changes, if any.

15.4. Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the participant from its empanelment.

15.5. HLL reserves the right to accept or reject any tender and annul the tender process and reject all tenders at any time prior to award of contract without thereby incurring any liability to the affected participant or Participants or any obligation to inform the affected participant or Participants of the ground for the purchaser's action.

16. CONTACTING HLL

16.1. From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL on any matter related to the bid, he shall do so in writing by sending email to hcstenders@lifecarehll.com.

16.2. If a Bidder tries to influence HLL directly or otherwise interfere in the tender evaluation process and the contract award decision, his tender will be rejected.

17. BID OPENING AND EVALUATION

17.1. Bid Opening

Bids shall be opened on the specified date & time, by the tender inviting authority or his authorized representative in the presence of bidders or their designated representatives who choose to attend.

17.2. Bid Opening Process

Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.

a) Envelope -I: Envelop-I opening date shall be as mentioned in GeM Portal. The intimation regarding acceptance / rejection of their bids will be intimated to the Supplier s/firms through e-tendering portal. (Envelop-I shall contain scanned copy of Pre- qualification document.)

   If any clarification is needed from bidder about the deficiency in his uploaded documents in Envelope- I, he will be asked to provide it. The bidder shall upload the requisite clarification/documents within time specified by HLL, failing which tender will be liable for rejection.

b) Envelope -II: The financial bids of the Supplier s/firms found to be meeting the qualifying requirements shall be opened as per NIT. (Depending on evaluation of Envelop I & II, the date shall be intimated through GeM Portal). The financial bids of only those bidders who have quoted for all items shall only be opened for further evaluation.

18. CONFIDENTIALITY

18.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other

persons not officially concerned with such process until the award has been announced in favour of the successful bidder.

18.2. Any effort by a Bidder 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.

19. CLARIFICATION OF BIDS

19.1. To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid through Gem Portal/email. The request for clarification and the response shall be in writing or by e- mail or in portal, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

19.2. No Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

20. EXAMINATION OF BIDS, AND DETERMINATION OF RESPONSIVENESS

20.1. During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT; is accompanied by the required documents and certificates. Further the purchaser may visit any of the facility established by the bidder for inspection and/or seek demonstration of the quoted products, anywhere in India as per the sole discretion of the purchaser. The inspection of such facility/ equipment shall be as a part of responsiveness of the technical bid. If the bidder doesn't arrange the facility visit / demonstrate the equipment within the stipulated time period of 7 days & location given, then their bid will be treated as non- responsive.

20.2. A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation.

A material deviation or reservation is one: -

a. which affects in any substantial way the scope, quality, or performance of the Works;
b. which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

20.3. If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.

20.4. Non submission of legible or required documents or evidences may render the bid non-responsive.

20.5. The Turnkey works, price of films and CAMC costing will be considered to determine the L1 bidder

21. NEGOTIATION ON BIDS

21.1. The Tender Inviting Authority reserves the right to negotiate with the lowest evaluated responsive bidder.

22. AWARD OF CONTRACT

22.1. HLL will award the Contract to the Bidder whose bid has been determined to be substantially responsive and who has offered the lowest price.

22.2. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the security deposit, or acceptance of LOI/ Work order within the specified time limit, the Bidder shall be debarred in future from participating in Bids for three years and

will be recommended for blacklisting by the competent authority. In such cases, the work shall be re-tendered.

22.3. The rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation.

22.4. The Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tender Inviting Authority's action.

22.5. Notification of Award (NOA) and Order Acceptance

The Bidder, whose Bid has been accepted, shall be notified of the award by HLL prior to expiration of the Bid validity period by facsimile or e-mail confirmed by letter sent through post. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Purchaser will pay the Bidder in consideration of the execution, completion and remedying defects, if any of the Works by the Supplier as prescribed by the Contract. Bidder has to accept the said NOA and will from the contract for this purchase.

23. GOVERNING LANGUAGE

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

24. TERMINATION

24.1. HLL reserve right to terminate/ cancel the Notification of Award/ Letter of Indent/ Purchase order at any time for any reason without any liability on HLL.

25. COURT JURISDICTION:

25.1. In the event of any dispute arising out of this agreement, the parties agree that the courts of Thiruvananthapuram, Kerala alone will have exclusive jurisdiction.

26. INDEMNITY

26.1. The Interested Participant shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Participants/service providers breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /Participants/Service Providers.(iii) any product/service liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by participant or its affiliate.

27. LICENSE AND PERMITS

27.1. The Participant shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the scope of work and assignments awarded by HLL. The participant shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the participant. The participant shall indemnify and hold harmless HLL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the participant or its personnel.

28. EMPLOYEES OF HLL NOT INDIVIDUALLY LIABLE

28.1. No Director or official or employee of HLL shall in any way be personally bound or liable for the

acts or obligations of HLL under the contract/empanelment or answerable for any default or omission in the observance or performance of the acts, matters or things which are herein contained. The Bidder shall not be entitled to any increase on the scheduled rates or any other rights or claims whatsoever by reason of any representation, explanation, statement or alleged understanding, promise or guarantees given or to have been given to him by any person.

29. INTEGRITY PACT

29.1. 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 participant(s) at the pre-tendering stage itself, as a pre tender obligation and should be submitted along with the financial and technical tenders. All the participants are bound to comply with the integrity pact clauses. Tenders submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

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

29.3. The email id of the Independent External Monitor for HLL is given below.

Email id: iemhll@lifecarehll.com

30. RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017 FOR PARTICIPANTS FROM A COUNTRY SHARING LAND BORDER WITH INDIA.

30.1. Any participant from a country which shares a land border with India will be eligible to TENDER in this tender only if the participant 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 tendering document. The participant must comply with all provisions mentioned in this order. A self-declaration (as per format provided in Section-G) with respect to this order must be submitted.

Important Note: -The specification provided in GEM tender document is only for reference and for actual specifications bidders are requested to refer the Tender Document (Additional Terms and Condition - ATC Document) uploaded by HLL and to understand the technical specifications thoroughly before submitting their bids. This document may be downloaded from GEM tender document under the heading 'Buyer Added Bid Specific Terms and Conditions'.

SECTION - C

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

1.1. The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent that same are not superseded by the Special Conditions of Contract prescribed under Section D, List of requirements under Section E and Technical Specification under Section F of this document.

2. Use of contract documents and information

2.1. The supplier shall not, without the purchaser'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 purchaser in connection therewith, to any person other than the person(s) employed by the supplier 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 supplier shall not, without the purchaser'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 supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

3.1. The supplier shall, at all times, indemnify and keep the purchaser indemnified free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

4.1. All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

4.2. The word "origin" incorporated in this clause means the place from where the goods are, manufactured, or from where the services are arranged. The country of origin may be specified in the Price Schedule.

5. Performance Security

5.1. Within Ten (10) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish performance security to the Purchaser for an amount equal to five percent (5%) of the total value of the contract (except CAMC amount), valid up to 6 (SIX) Months after the date of completion of all contractual obligations by the supplier, including the warranty obligations. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to Six Months beyond Warranty Period.

5.2. Prior to expiry of above said Performance security, Supplier has to submit a CAMC security in the form of bank guarantee for three percent (3%) of the CAMC Contract value for 9 years valid till 3 months after expiry of entire CAMC period (CAMC period will be 9 years after expiry of 1-year warranty period) as security against CAMC Services.

5.3. The Purchaser/Consignee will release the Performance Security without any interest to the

supplier on completion of all the supplier's contractual obligations including the warranty obligations, extension of time (with or without Liquidated Damages) & after receipt of bank guarantee for CAMC security in favour of HLL Lifecare Limited. In the event of any failure /default of the supplier with or without any quantifiable loss to the Purchaser including non-submission of Bank Guarantee for CAMC security, the performance security is liable to be forfeited

5.4. The Performance security shall be denominated in Indian Rupees and shall be in any one of the forms namely Account Payee Demand Draft drawn from any Nationalized bank/ Scheduled bank in India or Bank Guarantee issued by a Nationalized/ Scheduled bank in India, in the prescribed form as will be provided during contract award in favour of the Purchaser (HLL Lifecare Limited, Corporate & Regd Office, HLL Bhavan, Poojappura, Thiruvananthapuram – 695 012 E-mail: hcstenders@lifecarehll.com)

5.5. In the event of any failure /default of the supplier with or without any quantifiable loss to the Purchaser the amount of the performance security is liable to be forfeited.

5.6. In the event of any amendment issued to the contract, the Supplier 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.

5.7. The Purchaser will release the Performance Security without any interest to the Supplier on completion of the Supplier 's warranty and contractual obligations including submission of satisfactory performance certificates received from Hospital authorities.

6. Technical Specifications and Standards

6.1. The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements'.

7. Packing and Marking

7.1. The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open Storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

7.2. The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections F and G and in GCC under Section C. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3. Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections F and in GCC under Section C, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

a. contract number and date
b. brief description of goods including quantity
c. packing list reference number
d. country of origin of goods
e. consignee's name and full address and
f. supplier's name and address

8. Inspection, Testing and Quality Control

8.1. The purchaser reserves the right, without any extra cost to the purchaser, to inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by Purchaser/PSA/PA, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."

8.2. The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subSupplier (s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

8.3. If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

8.4. In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.

8.5. If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

8.6. The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

8.7. "On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the Purchaser may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as Purchaser may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."

8.8. Goods accepted by the Purchaser and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

8.9. Purchaser reserves right to inspect the similar installations/works done by Supplier. Supplier will facilitate the same. For details of final inspection please refer section C, General conditions of Contract.

9. Terms of Delivery

9.1. Goods shall be delivered by the supplier in accordance with the terms of delivery as follows:

9.2. The goods shall be supplied, unpacked, installed and commissioned at the designated locations as per the Section M. The project has to be completed as per the timelines mentioned in Section-E List of Requirements. All costs including insurance, loading, unloading etc., shall be borne by the supplier.

10. Transportation of Goods

10.1. The supplier shall at their own experience, arrange transport (including air/sea/land), loading & unloading of goods up to the consignee address**.**

11. Insurance:

11.1. Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

11.2. In case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire goods contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the goods duly insured. The insurance cover shall be obtained by the Supplier and should be valid till installation, testing and commissioning of the equipment.

11.3. If the equipment is not commissioned and handed over to the consignee within stipulated period, the insurance will be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

11.4. In case of non-availability of insurance as per requirement and any incident /damage / loss occur during the transit / storage of consignment under any circumstance as mentioned above, the cost and risk shall be borne by the supplier only.

12. Spare parts

12.1. If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

12.2. The spare parts as selected by the Purchaser to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and

12.3. In case the production of the spare parts is discontinued:

i) Sufficient advance notice to the Purchaser before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts, etc. at the supplier's risk and cost and

ii) Immediately following such discontinuation, providing the Purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser.

12.4. Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser promptly on receipt of order from the Purchaser.

13. Incidental services

13.1. Subject to the stipulation, if any, in the GCC (Section – C), List of equipment (Section– E) and the Technical Specification (Section – F), the supplier shall be required to perform the following

services.

(i) Installation & Commissioning, Supervision and Demonstration of the goods and rectification of accidental damages occurred before handing over the system/site to Purchaser.

(ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.

(iii) Providing all necessary civil, electrical and other turnkey works required for installation & commissioning and other works as required by HLL.

(iv) Training to Doctors/Technicians on equipment in clinical aspects for operating and maintaining the equipment.

(v) Supplying required number of operation & maintenance manual for the goods.

(vi) Obtaining mandatory compliances and permissions for supply and installation of equipment.

(vii) Providing all the necessary as built drawings after the installation and commissioning.

(viii) Provide all software updates during warranty period without any additional cost.

(ix) All expenses required for Installation & Commissioning, Supervision, Demonstration and Onsite training shall be provided by the supplier to the Specialists/Doctors/Nursing Staff/Technicians etc, to whomsoever authorized by HLL at the delivery site. The full expenditure, Boarding & Lodging, traveling of the necessary Service Engineers of Supplier and HLL Official if applicable, shall be at the scope of the supplier.

14. Distribution of Dispatch Documents for Clearance/Receipt to Goods

14.1. The supplier shall send all the relevant dispatch documents well in time to the Purchaser to enable the Purchaser clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

a. Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

b. Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

c. Delivery Receipt Certificate as per Section-L in original issued by the authorized representative of the consignee;

d. Two copies of packing list identifying contents of each package; Inspection certificate issued by the nominated Inspection agency, if any. Certificate of origin;

e. Insurance Certificate as per GCC Clause 11

f. Manufacturers/Supplier's warranty certificate &In-house inspection certificate.

15. Work Completion Period

15.1. Works related to supply installation and commissioning shall be completed by the Supplier within 30 days from the date of issue of notification of award or date of site handover, whichever is later.

16. Warranty

16.1. The Supplier must ensure and warrant comprehensively that the goods supplied under the contract/NOA is new, unused of the most recent or current models and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The Supplier further warrants that the goods supplied / work executed under the contract shall have no defect arising from design, materials (except when the design adopted and

/ or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the Supplier , that may develop under normal use of the supplied goods / executed works under the conditions prevailing in India.

16.2. **This warranty shall remain valid for 1 year from the date issue of final acceptance certificate by purchaser after completion of installation and commissioning of the equipment.**

16.3. All the accessories supplied as per the technical specification should also carry the same comprehensive warranty period specified for the main equipment. During this period, the Supplier shall replace all defective parts and attend to all repairs / break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the Supplier during the period of comprehensive warranty.

16.4. On expiration of the comprehensive warranty period, the Supplier shall be willing to provide after sales support for an additional period by executing Comprehensive Annual Maintenance Contract from the date of supply & installation, under an extended contract known as Annual Maintenance Contract (AMC-without replacement of spares) and Comprehensive Annual Maintenance Contract (CAMC-inclusive of replacement of spares). Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories. During warranty period supplier shall provide regular updates of newer technology as and when evolved. All regular updates of newer technology as and when evolved shall also be applicable during CAMC for a period of 9 (Nine) Years for all the equipment after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/ consignee in terms of the contract, unless specified otherwise in the SCC.

16.5. Site Visits: The Supplier shall visit delivery site as part of preventive maintenance as per the frequency mentioned in SCC during the warranty period. The bidder shall attend any number of breakdown/ repair calls as and when informed by the Tender Inviting Authority/ User Institution. During every visit, the Supplier shall obtain service report / break down call report, duly signed by the custodian of the equipment / head of the healthcare institution and stamped.

16.6. In case of any claim arising out of this warranty, the Purchaser shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 16.2 above irrespective of any other period mentioned elsewhere in the bidding documents.

16.7. Upon receipt of such notice, the supplier shall, within 6 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions

16.8. In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main equipment.

16.9. If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 6 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier. The penalty clause form on rectification will be applicable as pretender conditions.

16.10. The bidder shall provide up-time warranty of complete equipment as mentioned in this document, the uptime being calculated on 24 (hrs) X 7 (days) basis failing which Warranty period will be extended by double the downtime period.

16.11. The equipment which requires quality assurance test shall be done at free of cost immediately after installation, during the comprehensive warranty period, during the CAMC / AMC period, by the demand of User Institutions and also when major spares are replaced.

16.12. Any mandatory approval required for installation shall be obtained by the successful bidder in liaison with the respective authorities.

16.13. The bidder shall undertake on-site calibration of the equipment every year as part of the after sales service during the period of comprehensive warranty, CAMC/AMC or on demand from the user institution and submit a 'calibration certificate' to the head of the User Institution.

16.14. The warranty offered includes, but not limited to,

1. Visits to the user institutions at frequencies prescribed under preventive maintenance and any number of breakdown calls.
2. Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the user institute or Tender Inviting Authority.
3. Quality Assurance test (if applicable).
4. The cost of labour for all repairs/ and all spares required for replacement during repairs including X ray tubes, mono block, image intensifier, HT Cable, Helium for MRI, all kinds of Probes, all types of sensors, coils, transducers, Electrodes, Detectors, battery, battery for UPS, other vaccumatic parts etc wherever applicable and also the accessories and other devices supplied along with the equipment like stabilizer, UPS, AC, Computer, Compressor, Monitor, etc, which forms part of the equipment system, without which it cannot perform satisfactorily.

16.15. There should not be any exclusion of warranty for any spare parts except consumables. Any item which is meant for single use is termed as 'consumables'. If any equipment has a preventive maintenance kit recommended by the manufacturer to be replaced at specific time intervals, it shall be done at free of cost in the warranty and in CAMC period. The rate of the same shall be included in the offered price in warranty and CAMC.

16.16. All software updates, if any required, should be provided free of cost during Warranty period.

16.17. The Supplier shall remain obligated to provide warranty and CAMC services as per original terms, in the event the purchaser relocates the equipment from its original installation site to an alternate location.

17. Comprehensive Annual Maintenance Contract (CAMC)

17.1. The Comprehensive Annual Maintenance Contract (CAMC) is otherwise an extended warranty. All the terms and conditions agreed by the successful bidder for executing the comprehensive warranty of the equipment shall be extended during the period of CMC, only difference being the payment of CMC charges is absent during the period of comprehensive warranty.

17.2. The CAMC shall be for 9 years after completion of prescribed warranty period. The bidder shall specify whether the CAMC service provider is bidder/OEM/Authorized agent of OEM. The address of the CAMC service provider shall be provided including contact details.

17.3. Preventive Maintenance services during CAMC shall be rendered on quarterly basis with minimum gap between two services shall be not less than 90 days and not more than 115 days. In addition, all breakdown calls shall be attended to immediately and all major repairs shall be rectified within 5 calendar days from the date of intimation, as per tender. For this purpose, supplier shall carry sufficient inventories to assure prompt replacement of defective parts as per tender.

17.4. Breakdown calls shall be attended within 24 hours and major complaints shall be rectified within 5 calendar days from the date of intimation. The breakdown calls shall not be combined

with preventive maintenance calls.

17.5. In case the performance of CAMC services is not satisfactory and found below the 95% uptime level, the Purchaser also has the right to source the maintenance services from other means/agency at the risk and cost of supplier including termination of contract and legal/penal actions.

17.6. The cost of CAMC includes preventive maintenance with required testing, calibration as per technical/service/operational manual, labour and spares. The supplier shall undertake preventive maintenance as recommended in the manufacturer's technical/ service /operational manual, but minimum once in three months during the 9 years CAMC period for preventive maintenance.

17.7. The cost of CAMC may be quoted along with taxes and duties applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

17.8. The payment of CAMC will be made once in every six months after satisfactory completion of said period, duly certified by HLL authorities, but subject to valid Performance Security.

17.9. There will be 95% uptime warranty during CAMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CAMC period by double the downtime period.

17.10. Failure/refusal on the part of the successful bidder supplying/installing the equipment to enter into CAMC/AMC with the purchaser /User Institution, at the end of the Comprehensive Warranty Period, if the purchaser or the User Institution, as the case may be, desires so, shall lead to forfeiture of performance security and may also result in the blacklisting/debarring of the bidder.

17.11. During the CAMC period, all software updates should be provided free of cost.

18. Assignment

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

19. Sub Contracts

19.1. The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

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

20. Modification of Contract

20.1. If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

i. Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
ii. Mode of packing,
iii. Incidental services to be provided by the supplier
iv. Mode of despatch,
v. Place of delivery, and
vi. Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

20.2. In the event of any such modification/alteration causing increase or decrease in the cost of

goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser, the supplier shall convey its views to the Purchaser within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

21. Prices

21.1. Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.

22. Taxes and Duties

22.1. Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.

22.2. Further instruction, if any, shall be as provided in the SCC.

23. Terms and Mode of Payment

23.1. All Payments to be disbursed by HLL Lifecare Limited based on the tender terms & conditions.

The invoice shall be addressed to:

HLL LIFECARE LIMITED
HLL BHAVAN, POOJAPPURA, THIRUVANANTHAPURAM,
KERALA 695012
GSTIN : 32AAACH5598K3Z8
E-mail: hcstenders@lifecarehll.com

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

23.3. Complete payment will be released within 60 days of delivery, installation, commissioning and acceptance of consignment by HLL authorities followed by the submission of Invoice, Installation Report, Warranty Card.

A. Payment as per the above shall be processed upon receipt of the following documents:

a. Detailed Invoice
b. Delivery Receipt, Packing List, Transit Insurance Policy/ Certificate etc
c. Manufacturer's certificate for quality of material
d. Warranty certificate issued by manufacturer
e. Consignee receipt issued by HLL as per Section- L from all locations
f. Final acceptance certificate issued by HLL as per Section- L from all locations
g. Performance security as per tender terms.

I. Payment for Annual Comprehensive Maintenance Contract Charges:

a. HLL will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on half yearly basis after satisfactory completion of said period, duly certified by the HLL.
b. HLL will enter into CAMC with the supplier at the rates as stipulated in the contract/NOA. The payment of CMC will be made on half yearly basis after satisfactory completion of said period, duly certified by HLL. Payment will be released against following documents
    i. Four copies of supplier's invoice for 100% value of CAMC amount for the corresponding period

ii. CAMC Service report issued by Supplier from all locations duly certified by authorized representative of HLL

c. The supplier shall not claim any interest on payments under the contract.
d. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
e. The payment shall be made in the currency / currencies authorized in the contract.
f. The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
g. While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
h. While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) from the Purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser forthwith.

24. Delay in the Supplier 's performance

24.1. The Supplier shall complete the works under the contract within the time schedule specified by the Purchaser and as incorporated in the contract.

24.2. Any unexcused delay by the Supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the Supplier liable to any or all of the following sanctions:

(i) Imposition of liquidated damages or
(ii) Forfeiture of its performance security and
(iii) Termination of the contract for default.

24.3. If at any time during the currency of the contract, the Supplier encounters conditions hindering timely completion of works, the Supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the completion period accordingly. On receiving the Supplier 's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the completion period, with or without liquidated damages for completion of Supplier 's contractual obligations by issuing an amendment to the contract.

24.4. When the period of completion is extended due to unexcused delay by the Supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:

(a) The Purchaser shall recover from the Supplier, by way of liquidated damages on the works, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of applicable taxes or on account of any other tax or duty which may be levied in respect of the works specified in the contract, which takes place after the date of completion stipulated in the contract shall be admissible on such of the said works as are completed and performed after the date of the completion stipulated in the contract.

(c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of applicable taxes or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of

completion stipulated in the contract.

25. Liquidated damages

25.1. If the Supplier fails to complete the works within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price or actual liability of the purchaser due to delayed works or total performance of the Supplier , whichever is higher. Once the maximum is reached by the Purchaser may consider termination of the contract.

26. Termination for default

26.1. The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the Supplier , terminate the contract in whole or in part, if the Supplier fails to execute works or perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser

26.2. In the event of the Purchaser terminates the contract in whole or in part, the Purchaser may execute the works similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.

26.3. Unless otherwise instructed by the Purchaser, the Supplier shall continue to perform the contract to the extent not terminated.

27. Termination for insolvency

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

28. Force Majeure

28.1. Neither the Supplier nor the Purchaser/Owner shall be considered in default in the performance of their obligations as per the Contract so long as such performance is prevented or delayed because of strikes, war, hostilities, revolution, civil commotion, epidemics, accidents, fire, cyclone, flood or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof or because of any act of God. The proof of existence of force majeure shall be provided by the party claiming it to the satisfaction of the other.

28.2. The Supplier shall advise Purchaser/Owner initially by a Fax, followed by post, the beginning and end of any of the above causes of delay, failing which Purchaser/Owner shall not be liable to consider delays due to the above reasons. Notice as stated above should be given even in case where only the Supplier 's bids are under the consideration of the Purchaser/Owner and no acceptance of the same has been given and detailed order issued.

28.3. In the event of definite delay even if arising out of reasons due to force majeure, Purchaser/Owner shall have the right at their discretion to cancel the Order or part of the Order without any liability on their part to make any payment to the Supplier while reserving the right to claim refund of and any payment if advanced or paid to Supplier.

29. Termination for convenience

29.1. The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving 7 days' written notice on the Supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate interalia, the extent to which the Supplier 's

performance under the contract is terminated, and the date with effect from which such termination will become effective.

29.2. The goods and services which are complete and ready in terms of the contract for completion and performance within thirty days after the Supplier 's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining works, the Purchaser may decide:

29.3. To get any portion of the balance completed at the contract terms, conditions and prices; and/or

29.4. To cancel the remaining portion of the works and compensate the Supplier by paying an agreed amount for the cost incurred by the Supplier towards the remaining portion of the works.

30. Governing language

30.1. The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

31. Notices

31.1. Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable and confirmed in writing. 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.

31.2. 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.

32. Arbitration

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

32.2. The place / seat of the arbitration shall be Thiruvananthapuram, India, The Tribunal shall consist of one arbitrator. The law governing the arbitration agreement shall be Indian Law. The language of the arbitration shall be English.

33. Applicable Law

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

Section -D
SPECIAL CONDITIONS OF CONTRACT (SCC)

NIL

SECTION E

LIST OF REQUIREMENTS

Part I: Scope of Supply/Services

Scope of supply/services includes Supply, Installation and Commissioning of Computed Radiography Systems at following locations as detailed below.

S.No	Details	
1	Supply, Installation and Commissioning of Computed Radiography Systems at Hindlabs facilities at	
	Location	**Quantity in nos.**
	Ernakulam, Kerala	1
	Thrissur, Kerala	1
	Kozhikode, Kerala	1
	Chennai, Tamilnadu	1
	Total	4
2	Comprehensive Annual Maintenance Services Contract for 9 years after Warranty Period of One Year for all of the above said machines	

Bidder must offer full quantity as required in the tender. Partial bidding not allowed.

Part II: Required Delivery Schedule:

20 days from date of issue of purchase order. The date of delivery will be the date of delivery at purchaser's site. Tenderers may quote earliest delivery period. Installation and commissioning shall be done within 20 days of receipt of the stores/ goods at site or within 20 days of handing over the site for installation, whichever is later. For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 25.

Part III: Scope of Incidental Services:

Installation & Commissioning, Turnkey works, Supervision, Demonstration, Trial run and Training Site Modification Work and Related Turnkey works as per details in Technical Specification etc. as specified in List or Requirements/Scope

Part IV: Warranty

Warranty period as per details in general technical specification and as specified in Part I above. Warranty period will be 12 months from the date of completion of installation, commissioning, two weeks of successful trail run and issue of Final acceptance certificate by HLL. Comprehensive Annual Maintenance Contract (CAMC) as per details in Technical Specification as specified in part I above.

Part V:

Required Terms of Delivery and Destination:

Consignee	Address
Hindlabs Diagnostic centre and Speciality Clinic-Ernakulam	Hindlabs Diagnostic centre and Speciality Clinic, Opposite MG Motors Showroom, NH Road ,Vytila, Ernakulam, Kerala,
Hindlabs Diagnostic centre and Speciality Clinic-Thrissur	Hindlabs Diagnostic centre and Speciality Clinic, C Achutha menon Road, Punkunnam, Thrissur, Kerala,680001
Hindlabs Diagnostic centre and Speciality Clinic-Kozhikode	Hindlabs Diagnostic centre and Speciality Clinic, BSNL Building, Near Office of Police Commissioner, GH Rd, Mananchira, Kozhikode, Kerala 673001
Hindlabs Diagnostic centre and Speciality Clinic-Chennai	Hindlabs Diagnostic centre and Speciality Clinic, HLL Lifecare Ltd, Central Marketing Office, HLL Bhavan, #26/4, Velachery-Tambaram Main Road, Pallikaranai, Chennai - 600 100, Tamil Nadu, India

Insurance (local transportation and storage) would be extended and borne by the Supplier or its Indian Subsidiary/Agent from warehouse to the consignee site for a period including 3 months beyond date of delivery.

SECTION F

Required Technical Specifications- Computed Radiography System

I. Image reader system

1. The system should be compatible for general radiography and Mammography.
2. Should have the capability to process at least 45 plates per hour of size 14x17 inches @ 10 pixels/mm and should have 40 plates per hour for 18x24 cms Mammo @ 20 pixels/mm.
3. The system should have capability to read @20 pixels /mm.
4. The initial film preview time should be less than 50 seconds for cassette size of 14x17 and less than 40 seconds for cassette size of 18x24 cm.
5. Should have the following sizes of image plates and compatible cassettes.
   a. 35 cm x 43 cm or (14"-17") – 2 nos
   b. 24 cm x 30 cm or (10"-12") – 2 nos
   c. 18 cm x 24 cm or (8"-10") – 4 nos
   d. Mammography (18x24) cms – 4 nos
   e. Mammography (24x30) cms – 2 nos
6. Should have a 17" LCD/TFT display to view images of resolution 1kx1k.
7. Should be possible to take print outs directly. Mechanism for printing Multiple Images in one film, with the possibility of slide and true size printing.
8. Should have a protocol for verifying the connectivity status of configured image destinations.
9. Should have Customizable Graphic User Interface
10. Should be capable to store more than 5000 images
11. Indication of Over Exposure on the preview module.
12. Capability of interfacing to HL7, Non-HL7, Proprietary, DICOM Work list or user defined Windows/DOS /Linux based interface protocols to HIS/RIS.
13. Customizable Graphic User Interface (GUI) in Identification station with facility of selecting DICOM print & Storage destination.
14. Mechanism for User release from Preview terminal in case of Auto-routing Images to Pre-defined DICOM Destinations.
15. Solution for storing patient demographic data for multiple exams in RIS/non RIS environment.
16. It should be possible to put a custom configurable data field in the demographic information of the patient linked with the image.
17. CD and DVD Burner.
18. Various image-processing protocols should be available for the respective regions of the body.
19. Built in routine for using predefined image processing parameters for image quality enhancement.
20. Mechanism for storing the Patient image based on name, date, exam, etc.
21. Capability of storing user defined image processing parameters.
22. Capability of overwriting predefined image parameter with user-defined parameters & storing these two images separately.
23. Manual correction typographically in Patient Demographic module, in case of any problem with RIS connection.
24. Capability of changing W/L, Flipping, Rotating, Zooming, Collimating Annotating incoming image.
25. Should operate on mains 220-240Vac, 50 Hz single phase.
26. Should have safety certificate from a competent authority CE issued by a notified body registered in European commission / FDA (US) / BIS. Should be CDSCO approved. Copy of the certificate / test report shall be produced along with the technical bid

II. Dry Imager System

1. Should be a dry image printer with a resolution of 500 dpi or more
2. Should have a gray scale resolution of at least 14 bits.
3. Capable of Printing Images in DICOM 3.0 format or newer version.
4. Should have two online universal trays and have mechanism to print images14x17", 10x12 and 8x10" film sizes simultaneously.
5. Should be supplied with the following film packets while installation.
   a. 14x17" – 1 packet of at least 100 films

b. 12x10" – 2 packets of each at least 100 films
c. 10x8" - 4 packets of each at least 100 films

6. The rate for films of all sizes shall be offered for ten years and will be taken for price bid evaluation.

2. GENERAL POINTS:

A. Warranty:

a) One-year Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment system. Warranty period will be 1 (One) year from the date issue of final acceptance certificate after completion of installation, commissioning, Site Modification Work, successful trial run & handing over of equipment to Purchaser.

b) 95% up time warranty of complete equipment with extension of Warranty/CMC period by Two times the downtime period on 24 (hrs.) X 7 (days) X 365 (days) basis. Any downtime beyond the permissible limit shall result in an automatic extension of the Warranty/Comprehensive Maintenance Contract (CMC) period, calculated at twice the duration of the downtime.

c) All software updates should be provided free of cost during Warranty period.

B. After Sales Service:

After sales service should be available on 24 (hrs.) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 6 hrs. The service should be provided directly by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply.

C. Training:

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/ Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the consignee. The same will be in line with the training modalities as specified in general technical specification. Applications specialists should be available on site for the total duration of 4 weeks to train the technical staff.

D. Comprehensive Annual Maintenance Contract (CAMC)

a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 9 years on yearly basis for complete equipment (including UPS, other vacuumatic parts wherever applicable) and Site Modification Work (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least twice in six months (i.e**. 4 preventive maintenance/ year**) apart from all breakdown visits, during the CMC period

b) The cost of CAMC may be quoted along with taxes applicable. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

c) The payment of CAMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user.

d) There will be 95% uptime warranty during CAMC period on 24 (hrs) X 7 (days) X 365(days) basis, with penalty, to extend CMC period by five times the downtime period.

e) During CAMC period, the supplier is required to visit at each consignee's site at least twice in 6 months (i.e. **4 preventive maintenance/ year**) apart from all breakdown visits, commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

f) All software updates should be provided free of cost during CAMC.

g) Failure of the above [D. e to D. g] by the supplier may lead to the forfeiture of the Bank Guarantee for Annual CMC.

h) The payment of CMC will be made as stipulated in GCC Clause 23.

E. Incidental and other Turn key works:

All incidental and Turn key works to be provided for satisfactory installation of equipment, wherever required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with Center –In charge of HINDLABS concerned. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

The Turnkey works should completely comply with regulatory authority's requirement, if any.

Note 1: General:

Bidders are requested to make sure that they should attach the list of equipment for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipment to periodically check the electrical safety aspects as per BIS Safetym Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipment s. If the Electrical Safety Analyzer/Tester is not available, they should provide a commitment to get the equipment checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centres across the country on every preventive maintenance call.

Note 2: Adequate training of personnel and non-locked open software and standard interface interoperability conditions for networked equipment in Lab management information system of respective centers. The successful tenderer will be required to undertake to provide at his cost technical training for personnel involved in the use and handling of the equipment on site at the institute immediately after its installation. The company shall be required to train the institute personnel onsite for a minimum period of 1 month All software updates should be provided free of cost during warranty period and CMC period.

SECTION G
FORMS AND DECLARATION

1. FINANCIAL STATEMENT

Name & Address of bidder:

Financial Year	**Annual Turnover (In Rs.)**
2022-2023	
2023-2024	
2024-2025	
Total annual turnover for the 3 financial years	
Average annual turnover for the 3 financial years	

Note: Enclose audited balance sheets, profit & loss statement and IT return for the above period duly certified by a Chartered Accountant as proof.

We hereby declare that the above Turnover figures are based on the audited financial statements of the firm.

Signature and stamp of Chartered Accountant	**Signature and stamp of the bidder**

2. PERFORMANCE STATEMENT

(For the period of last three years)

Tender Reference No. : _____

Date of opening : _____

Order cross reference No. : _____

Name and address of Purchaser : _____

Country of origin, Name and address

Of the manufacturer/bidder : _____

Order placed by (full address of Purchaser	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily
				As per contract	Actual		
1	2	3	4	5	6	7	8

Date:

Signature and seal of the Purchaser

NB: Satisfactory performance certificate from clients to be enclosed

3. CATEGORY DETAILS OF ORGANIZATION

SL No.	Description	Yes/No
1.	*Whether the organization belongs to the MSME category	
2.	*If yes whether the organization belongs to MSE category	
3.	*Whether the MSE organization belongs to SC/ST entrepreneur.	
4.	*Whether the MSE organization belongs to woman entrepreneur.	

*Kindly furnish the copies of documents supporting your above claim along with this Annexure duly filled.

*The Udyam no of the bidder ……..

(Self-attested copy of Udyam Registration certificate should be submitted along with the technical bid)

Date: Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

4. SELF DECLARATION – MAKE IN INDIA PREFERENCE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s _____(supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against Tender No_____

_____

Details of location at which local value addition will be made is as follows: ----------

---

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

5.SELF DECLARATION – COMPLIANCE TO RULE 144 (XI) OF GFR 2017

I, the undersigned,..... (full names), do hereby declare, in my capacity as …… M/s (name of bidder entity), that:

1. The facts contained herein are within my own personal knowledge.

2. I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order

3. I certify that M/s ..... (name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

4. I understand that the submission of incorrect data and / or if certificate / declaration given by M/s .....(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: **DATE:**

Seal / Stamp of Bidder

This declaration form part of this tender & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

6. REQUISITION FORM FOR E-PAYMENT

(In the company letter with sign & seal)

Certified that I am having a Savings / Current Account in <Name of Bank> ---------- at<Name of Branch_____ with <IFSC Code>_____. The Account Number is:_____

I wish to receive all payments in this account through NEFT and RTGS systems, as the case may be, for all payments relating to this work.

Name of Bidder

Place:__

Date:___

(Attach Scanned copy of Cancelled cheque of above bank)

7. SELF-DECLARATION NON BLACK LISTED

To,

Associate Vice President i/c & BH (HCS)
HLL Lifecare Limited
Corporate Head Office, Poojappura.P. O,
Thiruvananthapuram – 695012, Kerala, India
Phone: 0471- 2775600, 2775639
Website – www.lifecarehll.com
E Mail - hcstenders@lifecarehll.com

Dear Sir,

This is to certify that our company has not been Black Listed /debarred or found guilty of malpractice /misconduct either by State Government or /Government of India or any other Government institution in connection with manufacture and supply of any of the product(s) quoted during the last 5 years' period till the due date of submission of BID as specified in the subject BID If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in accordance with the Instructions to Bidders and the Purchaser shall be entitled to reject our BID for the de-registered or debarred or blacklisted or banned / suspended product quoted, submitted by us against this Tender.

Date: Signature:

Place:

Name:

Designation:

Seal:

8. NO DEVIATION CERTIFICATE

To

Associate Vice President i/c & BH (HCS)
HLL Lifecare Limited
Corporate Head Office, Poojappura.P. O,
Thiruvananthapuram – 695012, Kerala, India
Phone: 0471- 2775600, 2775639
Website – www.lifecarehll.com
E Mail - hcstenders@lifecarehll.com

Subject: No Deviation Certificate for Supply, Installation and Commissioning of Computed Radiography Systems
Tender Ref. No. HLL/HCS/Tender-GeM/2026-27/27 dated: 20.11.2026

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void. We hereby certify the all the documents which are part of our offer against the tender are authentic and eligibility criteria claims are genuine.

We hereby also confirm that we have not taken any deviation from Tender Clauses together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Name and seal of Bidder

Note: In case of Association, the Associate Bidder shall also submit the Form

9. ACCEPTANCE FORM

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

From

To

Associate Vice President i/c & BH (HCS)
HLL Lifecare Limited
Corporate Head Office, Poojappura.P. O,
Thiruvananthapuram – 695012, Kerala, India
Phone: 0471- 2775600, 2775639
Website – www.lifecarehll.com
E Mail - hcstenders@lifecarehll.com

Tender Ref. No. HLL/HCS/Tender-GeM/2026-27/27 dated: 20.11.2026.

We, the undersigned have examined the above-mentioned Tender document, including amendment/corrigendum No._, dated_(if any), the receipt of which is hereby confirmed. We now offer to supply and deliver (Description of goods and services) in conformity with your above referred document, as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the tender enquiry document.

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

We hereby confirm our unconditional acceptance of the warranty and Comprehensive Annual Maintenance contract terms as detailed in the said tender enquiry document.

We agree to keep our tender valid for acceptance as required in the tender enquiry document or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

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

We hereby accept all the terms and conditions of this tender enquiry document and its subsequent amendments.

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

Form-10

MAKE/MODEL/HSN CODE OF EQUIPMENTS

SL NO	Description	Qty (Nos/Set)	Make	Model	HSN CODE
1	**Computed Radiography Systems as per Technical specifications given in this document**				

Form-11
Quality Control Requirements

(Proforma for equipment and quality control employed by the manufacturer(s))

Tender Reference No.
Date of opening
Time
Name and address of the Tenderer:

Note: All the following details shall relate to the **manufacturer(s)** for the goods quoted for.

01 Name of the manufacturer
   a. full postal address
   b. full address of the premises
   c. telephone number
   d. fax number

02 Plant and machinery details:

03 Manufacturing process details:

04 Monthly (single shift) production capacity of goods quoted for

   a. normal
   b. maximum

05 Total annual turn-over (value in Rupees)

06 Quality control arrangement details
   a. for incoming materials and bought-out components
   b. for process control
   c. for final product evaluation

07 Test certificate held
   a . type test
   b . BIS/ISO certification
   c . any other

08 Details of staff
   a. technical
   b skilled
   c unskilled

Signature and seal of the Tenderer

SECTION – H

A) MANUFACTURER'S AUTHORISATION FORM

To,
Associate Vice President i/c & BH (HCS)
HLL Lifecare Limited
Corporate Head Office, Poojappura.P. O,
Thiruvananthapuram – 695012, Kerala, India
Phone: 0471- 2775600, 2775639
Website – www.lifecarehll.com
E Mail - hcstenders@lifecarehll.com

Dear Sir,

Tender Ref. No. HLL/HCS/Tender-GeM/2026-27/27 dated: 20.11.2026

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

We also hereby extend our full warranty, CAMC as applicable as per provisions of the General Conditions of Tender enquiry document, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,

[Signature with date, name and designation] for and on behalf of Messrs.

[Name & address of the manufacturer]

Note: This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the Manufacturer.

Section-I

PRICE SCHEDULE

(In the letter of the company)

AS PER BOQ, TO BE UPLOADED IN GEM PORTAL

REFERENCE

As per BOQ document uploaded in GeM Portal

IMPORTANT NOTE –

price to be uploaded in GEM in the same format (GEM BoQ) – Excel Upload Required in GEM / Finance Document

The bidders shall NOT QUOTE ANY PRICE along with TECHNICAL BID. The price shall only be quoted in GEM using the BoQ format.

Rate shall be offered separately for each item as per price schedule. Selection of bidder will be based on the lowest price quoted for all the items (Total value wise evaluation). The bidder should quote for all the items.

NOTE: -

1) Rate per unit excluding GST, GST% and including GST shall be quoted above in the price schedule.
2) Quantities mentioned above are only indicatory and for evaluation purpose. Actual purchase quantities will vary as per the time to time requirement. Basic/Unit prices quoted here will be firm and fixed for entire 10 year period
3) In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
4) The cost of CAMC which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 9 years on yearly basis for complete equipment and Turnkey.
5) The uptime warranty will be 95 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the document.
6) All software updates should be provided free of cost during CAMC period.
7) The stipulations in Technical Specification will supersede above provisions.
8) The supplier shall keep sufficient stock of spares required during Comprehensive Annual Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Business Address_____

Place: _____ **Signature of Bidder_____**

Date: _____ **Seal of the Bidder_____**

SECTION – J

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

BG.NO: ……..

ISSUE DATE: ……..

EXPIRY DATE:……..

To,

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

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

WHEREAS IN CONSIDERATION OF MESSERS. **HLL Lifecare Limited,** (CIN U25193KL1966GOI002621) Corporate & Registered office, HLL Bhavan, Poojappura PO, Thiruvananthapuram – 695012 (Kerala), a Government of India Enterprises (hereinafter called "HLL") (which expression shall include its successor in business and assigns) having placed an order on **M/s. …… (CIN……)** a…… Agency having its registered office at ..... and its Branch Office at ..... (hereinafter called "The Contractor") (which expression shall include executors, administrators and assigns) vide Work order No. ..... Dated ..... for ..... against Tender No. ..... dated .....(work order hereinafter called "The Order") (which expression shall include any amendments/ alterations to "The Order" issued by "HLL Lifecare Limited") for the supply of services for "HLL Life care Limited".

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

NOW THEREFORE:

1. We, the **"Bank / Guarantor"** hereby affirm that we are guarantors and responsible to you, on behalf of the Contractor, up to a total of **Rs……/- (Rupees …… only)** and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

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

6. However, it has been agreed between "The Contractor" and "HLL Lifecare Limited" Bank Guarantee for Security Deposit is valid up to a period of 60 days beyond the expiry of the defect's liability period as per the terms of the Order No..... Dated .....

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

8. We, the **"Bank / Guarantor"** lastly agree that "The Bank's liability under this guarantee shall not be affected by any change in the constitution of "The Contractor".

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

10. **Notwithstanding anything contained hereinabove**:

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

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

iii) Further a claim period of **1 year after validity period (claim period)** is available to you to make a demand under the Bank Guarantee, in respect of a cause of action which has arisen during the validity period only

iv) We are liable to pay up to the guarantee amount only and only if we receive from you a written claim or demand within the validity period of the guarantee or within the claim period, as above.

Bank's Seal ----------

The confirmation of this bank guarantee is available with our controlling office at the following address:

.....

SECTION – K

CONTRACT FORM - A

CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS

(Address of the Purchaser
Office issuing the contract)

Contract No_____ dated_____

This is in continuation to this office's Notification of Award No_____ dated _____

1. Name & address of the Supplier: _____
2. Purchaser's TE document No_____ dated_____ and subsequent Amendment No_____, dated_____ (if any), issued by the purchaser
3. Supplier's Tender No_____ dated_____ and subsequent communication(s) No_____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
   (i) Instructions to the bidders
   (ii) General Conditions of Contract;
   (iii) Special Conditions of Contract;
   (iv) List of Requirements;
   (v) Technical Specifications;
   (vi) Forms and Declarations furnished by the supplier;
   (vii) Price Schedule(s) furnished by the supplier in its tender;
   (viii) Manufacturers' Authorisation Form (if applicable for this tender);
   (ix) Price schedule
   (x) Purchaser's Notification of Award

   Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above.
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
   (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

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

Any other additional services (if applicable) and cost thereof: _____
Total value (in figure) _____ (In words) _____

(ii) Delivery schedule
(iii) Details of Performance Security
(iv) Destination and despatch instructions
(v) Consignee, including port consignee, if any

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

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

Received and accepted this contract
(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)
For and on behalf of _____
(Name and address of the supplier)
(Seal of the supplier)

Date: _____

Place: _____

CONTRACT FORM – B

CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No._____ dated_____

Between
(HLL)

And
(Name & Address of the Supplier)

Ref: Contract No_____ dated_____ (Contract No. & date of Contract for supply, installation, commissioning, handing over, Trial run, Training of operators & warranty of goods)

In continuation to the above referred contract

1. The Contract of Annual Comprehensive Maintenance is hereby concluded as under: -

1	2	3	4	5
Schedule No.	Brief description of goods	Quantity. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.	Total Annual Comprehensive Maintenance Contract Cost for 9 Years

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

2. The CMC commence from the date of expiry of all obligations under Warranty i.e. from_____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)

3. The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period, may be quoted for next 9 years as contained in the above referred contract/NOA on yearly basis for complete equipment (including X ray tubes, Helium for MRI, other vacuumatic parts, _____ & _____) and Site Modification Work (if any).
4. There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by five times the downtime period.
5. During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
6. All software updates should be provided free of cost during CMC.
7. **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.

8. **Paying authority:** _____ (name of the authorised official of HLL)

_____
(Signature, name and address
of Hospital authorised official)
For and on behalf of_____

Received and accepted this contract.
(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)
For and on behalf of _____
(Name and address of the supplier)
(Seal of the supplier)

Date: _____

Place: _____

SECTION –L

FORM-A

PROFORMA FOR DELIVERY RECEIPT CERTIFICATE

(To be issued by HLL's authorized representative)

The following store(s) has/have been received in good condition:

1) HINDLABS Name & Address (consignee) : _____

2) Name of the item supplied :_____

3) Quantity Supplied :_____

4) Contract No. & date :_____

5) Supplier's Name :_____

6) Supplier Invoice no & date :_____

7) Date of Receipt by the HLL :_____

8) Name of centre in charge of HINDLABS :_____

9) Signature with seal of Centre in Charge of HINDLABS with date :_____

10) Signature with seal of Approving Authority of HLL :_____

SECTION –L
FORM-B

Proforma of Final Acceptance Certificate

(To be issued by HLL's authorized representative after completion of installation and commissioning)

Date_____

To

M/s ……

.

.

This is to certify that the goods as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks below) in accordance with the contract/NOA/technical specifications. The same has been installed and commissioned satisfactorily.

a) Contract/NOA No : _____dated__

b) Description of the goods :_____

c) Delivery Address :_____

d) Delivery Bill/Challan/ note details :_____

e) Supplied goods make/model :_____

f) Installed goods identification/sl nos. :_____

g) Quantity :_____

h) Warranty certificate details :_____

i) Date of completion of installation, commissioning and quality test :_____

j) Whether satisfactorily complied with all NOA conditions : _____

k) Details of accessories/spares not yet supplied and recoveries to be made on that account.

Sl. No.	Description of Item	Quantity	Amount to be recovered

l) The quality test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

m) Whether the supplier has fulfilled its contractual obligations satisfactorily* -

n) If the supplier has failed to fulfill its contractual obligations indicate the reason with regard to the following:

i. He has not adhered to the time schedule specified in the contract /NOA

ii. He has not supervised the commissioning of the equipment(s)/plant(s)in time, i.e. within the period specified in the contract from date of intimation by the Purchaser in respect of the installation of the equipment(s)/plant(s).
iii. The supplier as specified in the contract has not done training of personnel.
iv. The extent of delay for each of the activities to be performed by the supplier in terms of the contract is……..
v. The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.
vi. The amount of recovery on account of failure of the supplier to meet his contractual obligations is_____(*here indicate the amount).*

Signature:

Name:

Designation with stamp:

SECTION M

CONSIGNEE ADDRESS

Sl No.	Consignee	Address
1	Hindlabs Diagnostic centre and Specialty Clinic-Ernakulam	Hindlabs Diagnostic centre and Specialty Clinic, Opposite MG Motors Showroom, NH Road ,Vytila, Ernakulam, Kerala,
2	Hindlabs Diagnostic centre and Specialty Clinic-Thrissur	Hindlabs Diagnostic centre and Specialty Clinic, C Achutha menon Road, Punkunnam, Thrissur, Kerala,680001
3	Hindlabs Diagnostic centre and Speciality Clinic-Kozhikode	Hindlabs Diagnostic centre and Specialty Clinic, BSNL Building, Near Office of Police Commissioner, GH Rd, Mananchira, Kozhikode, Kerala 673001
4	Hindlabs Diagnostic centre and Speciality Clinic-Chennai	Hindlabs Diagnostic centre and Speciality Clinic, HLL Lifecare Ltd, Central Marketing Office, HLL Bhavan, #26/4, Velachery-Tambaram Main Road, Pallikaranai, Chennai - 600 100, Tamil Nadu, India

SECTION N
TECHNICAL SPECIFICATION COMPLIANCE SHEET

The detailed technical specification for the products required as per the tender is given in the ITB section of this tender document. The bidder has to submit the compliance to the Technical specification as per the below table.

Sl No	Item Name	Quoted (Yes/No)	Make and Model	100% Technically Complied (Yes / No) (specify if any deviation from technical specification as mentioned in Section F)
1	Computed Radiography Systems			

[Furnish para-wise compliance in a tabular form (as per the format mentioned below) in the letterhead of bidder, where the technical specification (para-wise) of all the equipment as per bid should be mentioned in the left column & bidder's compliance at the right with mention of page no. of the product catalogue / product data sheet].

Name of the Equipment (Make & Model):

(Add **separate sheets** depending upon the space requirements**)**

Bid specification (Para wise)	*Bidder's Compliance Para wise "Yes / No" along with remarks if any	**Page No. of the technical brochure where the compliance is mentioned

*** Leaflets / Technical Brochures / Product Data Sheets** of the Model offered **highlighting features** of the product offered must be attached in support of the information provided above.

****** It is **mandatory** to mention the page no(s) in the format as mentioned above.

We hereby certify that the products being offered and which shall be supplied on successful winning of the tender, shall meet all the technical and commercial requirements as mentioned in this tender document.

Signature and Seal of the Bidder.....

Section O
CHECK LIST

S.L No	Documents to be submitted	Submitted (Yes/No)	Page No.
1	Bidder should have a valid Certificate of GST Registration		
2	Bidder should have a valid Certificate of IT PAN Card		
3	Bidder should have a valid Certificate of Certificate of incorporation / Memorandum of Article		
4	Copy of the NEFT/RTGS details of EMD		
5	Copy of Udyam Registration, in case of MSME Bidders		
6	The bidder should submit the duly notarized Power of Attorney, issued by the competent authority in favour of the signatory of the bid in the stamp paper of appropriate value as per the Stamp Act.		
7	Self-declaration regarding OEM of the equipment in case OEM is directly bidding		
8	Proof of Bidder should have experience of supplying and installing at least Two Computed Radiography Systems of the required configuration or above in India to any Government or private organization/Hospitals during preceding 3 financial years (i.e. current year and three previous financial years. Purchase order copies/ satisfactory certification from client in support has to be submitted. Bidders quoting as an authorize dealer should have experience on its own or through their OEM shall have successfully Supplied and installed the Similar Equipment.		
9	**The average annual turnover for the previous three financial years, (2022-23, 2023-24& 2024-25)** of the bidder should not be is not less than Rs.40.00 Lakhs. The Duly filled FINANCIAL STATEMENT certified by a chartered accountant as **per item no. 1 in Section G** is to be attached. Also audited Balance sheets, Profit & Loss Statements, and IT return statements certified by a Chartered Accountant as proof of financial status.		
10	The Bidder should have executed projects for supply, installation, and commissioning of same or similar category items during preceding 3 financial years (i.e. current year and three previous financial years) as on last date of submission of bid, as per following criteria. 1.Three similar completed services costing not less than the amount equal to 40% (Rs. 32.00 Lakhs) of the estimated cost; or 2.Two similar completed services costing not less than the amount equal to 50% (Rs. 40.00 Lakhs) of the estimated cost; or 3.One similar completed service costing not less than the amount equal to 80% (Rs. 64.00 Lakhs) of the estimated cost. Copies of work orders/satisfactory work completion reports issued by the Client/Authority concerned shall be submitted as proof of the same. Bidders quoting as an authorize agent/dealer should have experience on its own or through their OEM shall have successfully Supplied and installed the Similar Equipment		
11	Dully filled Performance Statement as per **item no.2 of Section G**		
12	Dully filled Category Details of Organization (MSE) as per item no.3 of **Section G.**		
13	Dully filled Self-Declaration – Make in India Preference as per **item no. 4 of Section G.**		
14	Dully filled Self-Declaration -Compliance to Rule 144(XI) of the GFR 2017 as per **item no. 5 of Section G**		
15	Dully filled Requisition form for E-payment as per item **no. 6 of Section G**		

16	Supplier/Firm/Company should not have been blacklisted by the Govt./or the registering authority during last five years as on date bid submission. If NO, the duly signed declaration form as per **item no-7 of Section- G** is to be attached		
17	Duly Signed No Deviation Certificate as per **item no-8 of Section -G** to be attached		
18	Duly Signed Acceptance Form as per **item no-9 of Section -G** to be attached		
19	Make , Model & HSN Code of Equipment as per **item no-10 of Section - G** to be attached		
20	Duly filled Quality Control Requirements as per **item No.11 of Section – G**		
21	Manufacturer authorization for authorized dealers as per **SECTION H**		
22	Dully Filled Technical Specification Compliance Sheet **Section N** to be attached along with **Product brochure literature, data sheet/write up etc of the quoted product**		
23	Duly filled and Signed Check List as per **Section O** to be attached		
24	Dully Filled General information of the Manufacturer / Supplier, **Section** P to be attached		
25	Dully filled Pre Contract Integrity pact as per of **Section - Q** to be attached		

Section P

General information of the Manufacturer / Supplier

1.Name of the manufacturer/supplier	
• Name of Contact Person	
• Mobile No	
• E-mail Address	
• Whether Distributor/Authorized Agent/	
• Original Equipment Manufacturer	
• Specify whether SSI / MSE unit :	
2. How many years have you been in the business of manufacturing/selling?	
3. Details of Tax Registration	
a) GST NO	
b) PAN NO	
4. Name & Address of your Banker (s)	
Account no.	
Swift Code	
IFSC Code	
All the information provided herein is true & correct.	

PLACE:

BIDDER NAME & SIGNATURE

DATE (WITH OFFICE SEAL)

Section Q

PRE CONTRACT INTEGRITY PACT

(In the company letter with sign & seal)

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.

HLL Lifecare Limited.

Division:

Tender No: HLL/HCS/Tender-GeM/2026-27/27 dated: 20.11.2026

INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____ day 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 at ……represented by Shri _____, Designation..... (hereinafter called the "Bidder/Seller"/Supplier /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 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 No. …….. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Supplier /s.

NOW, THEREFORE,

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

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

2. Enable the Bidder to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Clause.1. Commitments of HLL

1.1 HLL undertakes that HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the bidder,

either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

1.3 All the officials of HLL will report to 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/ SUPPLIER s

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

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

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor 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 F of the Companies Act 1956.

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

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

2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Supplier (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)/Supplier s(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Supplier s(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, t HLL is entitled to disqualify the BIDDER from the tender process.

Clause.4. Equal treatment of all Bidders / Supplier s / SubSupplier s

4.1 The Bidder(s)/ Supplier (s) undertake(s) to demand from his SubSupplier s 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 Supplier s.

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

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

v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.

vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.

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

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

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

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

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

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

Statute enacted for prevention of corruption.

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

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any of 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 (Rtd) 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 (Rtd)
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 sub Supplier s engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub Supplier (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)/ Supplier (s)/ Sub Supplier (s)

If HLL obtains knowledge of conduct of a Bidder, Supplier or Sub Supplier, or of an employee or a representative or an associate of a Bidder, Supplier or Sub Supplier 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 Chennai 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 Supplier /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 Supplier 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……..