

HLL/HCS/eTender/2025-26/02

Dated 24.10.2025

E-TENDER

Document for

**IDENTIFICATION OF SERVICE PROVIDER FOR
ASSISTANCE IN EXECUTION OF CAPACITY
BUILDING/ SKILL DEVELOPMENT AND
TRAINING PROJECTS**

Tender no: HLL/HCS/eTender/2025-26/02 Dated 24.10.2025



HLL Lifecare Limited

(A Govt. Of India Enterprise)

CIN: U25193KL1966GOI002621

HLL Bhavan, Poojappura, Thiruvananthapuram -695012Kerala, India

Tel: 0471 2775500, (EXTN – 639)

Website – www.lifecarehll.com

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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 Tender 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 Tender document is complete in all respects and firms submitting their bids are satisfied that the Tender 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 reserves the right to reject any or all of the applications submitted in response to this Tender 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 Tender.

HLL reserves the right to change/modify/amend any or all of the provisions of this Tender 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 Tender document, any matter deemed to form part of this Tender 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.

SECTION A
NOTICE INVITING TENDER (NIT)
HLL LIFECARE LIMITED

(A Government of India Enterprise)
Corporate Head Office, Poojappura. P.O Thiruvananthapuram – 695012, Kerala, India
Tel: 0471 2775500, 2354949

HLL/HCS/eTender/2025-26/02

24.10.2025

HLL Lifecare Limited (hereinafter known as “HLL”), a Government of India Enterprise, invites online bids from eligible, competent and experienced bidders who are capable of executing the scope of work as detailed in this document and meeting the eligibility criteria as per this tender document.

Sl. No	Particulars	Description
1	Name of Item/Work	Identification of Service Provider for assistance in execution of Capacity Building/ Skill Development and Training Projects of HLL
2	Scope of Work	Refer Section -F
3	Tender Fee	Rs. 500 (Rupees Five Hundred only)
4	Bid Security/EMD	Rs. 5,00,000/-
5	HLL A/c Details for payment of TenderFees and EMD (Payment mode: NEFT/RTGS)	Account No : 00630330000563 IFSC Code : HDFC0000063 Bank Name : HDFC BANK Branch Name : Vazhuthacaud
6	Period of Engagement	36 Months (3 Years)
7	Eligibility criteria for Bidders	Refer Section -E
8	Tender publishing date	24.10.2025
9	Pre-bid meeting	11.00 AM on 30.10.2025 at HLL Bhawan, Poojappura, Thiruvananthapuram, Kerala Online meeting link for prebid meeting : https://meet.google.com/ncm-whwh-can
10	Last Date and Time for online submissionof bids	02.00 PM on 06.11.2025
11	Date and time of opening of the-Tender	02.00 PM on 07.11.2025
12	Address for Communication at HLL regarding the tender	AVP i/c & BH (HCS) HLL Lifecare Limited Corporate & Regd. Office, HLL Bhavan, Poojappura, Thiruvananthapuram-695012 E-mail: hcstenders@lifecarehll.com

GENERAL INSTRUCTION TO BIDDERS

1. GENERAL INSTRUCTIONS TO BIDDERS:

- 1.1. This Tender is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>
- 1.2. Tender documents can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-Tender shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.
- 1.3. The Tender and its corrigendum/extension will also be published in our company website, URL address: <http://www.lifecarehll.com/tender>.
- 1.4. The Tender process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidders may download and go through the Tender document.
- 1.5. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late Tenders will not be accepted.
- 1.6. The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and shall be rejected.
- 1.7. Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
- 1.8. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
- 1.9. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.
- 1.10. Registration
 - 1.10.1. Bidders are required to register in the Government e-procurement portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
 - 1.10.2. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
 - 1.10.3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

- 1.10.4. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class II or above digital certificate or above with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/e procure/app> for more details.
- 1.10.5. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- 1.10.6. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- 1.10.7. The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this Tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this Tender.
- 1.10.8. Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- 1.10.9. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 1.10.10. Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this Tender.
- 1.11. Searching for Tender Documents
 - 1.11.1. There are various search options built in the CPP Portal, to facilitate bidders to search active Tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for Tenders, wherein the bidders may combine a number of search parameters such as Organization
 - 1.11.2. Once the bidders have selected the Tenders they are interested in, they may download the required documents/Tender schedules. These Tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the Tender document.
 - 1.11.3. The bidder should make a note of the unique Tender ID assigned to each Tender, in case they want to obtain any clarification/help from the Helpdesk
- 1.12. Preparation of Bid
 - 1.12.1. Bidder should take into account any corrigendum published on the Tender document before submitting their bids.
 - 1.12.2. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.
 - 1.12.3. Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.

- 1.12.4. If the addendum thus published does involves major changes in the scope of work, theTender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the addendum published.
- 1.12.5. Please go through the Tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 1.13. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>
- 1.14. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -
- 1.15. For any technical related queries please call at 24 x 7 Help Desk Number:
- 0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787
- Note: - International Bidders are requested to prefix +91 as country code
- E-Mail Support: For any Issues or Clarifications relating to the published Tenders, bidders are requested to contact the respective Tender Inviting Authority
- Technical - support-eproc@nic.in, Policy Related - cppp-doe@nic.in
- 1.16. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.
- 1.17. Any queries relating to the Tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a Tender or the relevant contact person indicated in the Tender. Address for communication and place of opening of bids:

Associate Vice President i/c and BH (HCS)
Healthcare Services Division
HLL Lifecare Limited
HLL Bhavan, Poojappura, Thiruvananthapuram - 695012,
Kerala, India
Tel: +91 4712354949 , Email – hcstenders@lifecarehll.com

- 1.18. The bids shall be opened online at the Office of the Associate Vice President i/c and BH (HCS) in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the Tender opening date happens to be on a holiday or non-working day due to any other valid reason, the Tender opening process will be done on the next working day at same time and place.
- 1.19. More details can be had from the Office of the Associate Vice President i/c and BH (HCS) during working hours. The Tender Inviting Authority shall not be responsible for any failure,

malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

- 1.20. 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.

1.21. Online Tender Process:

The Tender process shall consist of the following stages:

- 1.21.1. Downloading of Tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
- 1.21.2. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.
- 1.21.3. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this Tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- 1.21.4. Opening of Tender and Award of contract: The financial bids will be opened, evaluated and finalized as per the criteria detailed in this Tender document.
- 1.22. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected outrightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
- 1.23. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.
- 1.24. HLL Lifecare Limited Ltd reserves the right to amend or withdraw any of the terms and conditions contained in the Tender document including scope of work or reject any or all Tenders without giving any notice or assigning any reasons.
- 1.25. Submission Process:
For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their bid online on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
- Note: - It is necessary to click on "Freeze bid" link / icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

Associate Vice President i/c& BH (HCS)

SECTION B

INSTRUCTIONS TO THE BIDDERS (ITB)

1. COMPANY BACKGROUND

HLL Lifecare Limited is a Mini-Ratna company (A Government of India Enterprise) under the administrative control of Ministry of Health & Family Welfare. HLL is a multi-product, multi-location, diversified organization with a global presence and products exported to several countries. HLL executes several healthcare related projects in public sector hospitals from upgradation of existing and establishment of infrastructure in the State including Diagnostic Laboratory Projects. 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 diversified into hospital products and healthcare services, while nurturing its core business of providing quality contraceptives.

The Healthcare Service (HCS) Division of HLL has been providing medical laboratory and imaging services to the public at an affordable rate through our laboratory chain- "Hindlabs". The first Hindlabs was established and commenced operations in 2008 at RK Puram, Delhi and currently we have an experience of 16 years in the laboratory diagnostic field. HLL is collaborating with various Govt. as well as non-Govt. organizations to provide diagnostic services. As part of diversification and expanding its healthcare service portfolio, HCS now plans to focus into the skill development and capacity Building in Healthcare Sector as a service provider/ implementation agency of PPP projects. The demand for trained manpower far exceeds supply, directly impacting service quality and patient care. HCS aims to bridge this gap by offering targeted training, hands-on skill development, and certification programs aligned with industry needs. By collaborating with healthcare institutions, government bodies, and academic partners, HCS will create a strong talent pipeline, enhance employability, and strengthen the overall healthcare ecosystem.

2. ELIGIBLE BIDDERS

Bidders should meet the eligibility criteria (Section-E) as per this document to submit bids against this tender.

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.

3. COST OF BIDDING

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

4. PREPARATION OF BIDS

4.1. Language of the Bid

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

4.2. Documents Comprising the Bid

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

- a) Copy of Documents in proof of eligibility criteria
- b) Copy of Documents in proof of financial turnover.

- c) All Other documents as specified in this document.
 - d) Priced Bill of Quantities.
- 4.3. Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- 4.4. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.
- 4.5. Any addendum thus issued shall be a part of the bidding documents which will be published on the CPP website. The Tender Inviting Authority will not be responsible for prospective bidders not viewing the website in time.
- 4.6. If the addendum thus published does involves major changes in the scope of work, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation considering the addendum published.
- 4.7. Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.

5. BID PRICES

- 5.1. The Bidder shall bid as described in the Financial Bid format given on the eprocurement (CPP) Portal
- 5.2. The rates quoted by the Bidder shall include the cost of all materials and conveyance and related services necessary for the smooth running of the project. 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 Service Provider.
- 5.3. GST or any other tax applicable shall be payable by the Service Provider in respect of this contract and HLL will not entertain any claim whatsoever in respect of the same.
- 5.4. The bid prices shall cater for any change in tax pattern during the tenure of work.
- 5.5. The rates and prices quoted by the bidder shall remain firm during the entire period of the contract.

6. CURRENCIES OF BID AND PAYMENT

- 6.1. All payments shall be made in Indian Rupees only.

7. BID VALIDITY

- 7.1. Bids shall remain valid for the period of 180 (One Hundred and Eighty) days from the date of opening of the bid as specified in the NIT. A bid valid for a shorter period shall be rejected by HLL as nonresponsive.
- 7.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e mail.

8. TENDER FEE & BID SECURITY (EMD):

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

Account No	:	00630330000563
IFSC Code	:	HDFC0000063
Bank Name	:	HDFC BANK
Branch Name	:	Vazhuthacaud

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

NOTE

- MSE units and eligible startups interested in availing exemption from payment of Tender Fee and EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC / Udyog Aadhaar/ UDYAM Registration or DPIIT registration certificate.
- If the bidder is an MSE, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006.
- If an MSE bidder fails to furnish the UAM Number/ UDYAM Registration number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.
- All bidders must provide Performance Security/Security Deposit if Tender is awarded to them.

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. PRE-BID CONFERENCE

- 10.1. If so indicated in NIT/CPP Portal, 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.

11. SUBMISSION OF BIDS

11.1. The Interested bidder shall submit their bid online only through the Government eProcurement portal (URL: <https://etenders.gov.in/eprocure/app>) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the Interested bidders shall download from the portal. The Bidder shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system generated receipt can be downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online.

11.2. The tender is invited in 2 Envelope system from the registered and eligible firms at CPP Portal.

11.2.1. Envelope –I (Technical bid):

The Bidder shall furnish all the documents as specified in the documents to be submitted section-E and as mentioned in other places of this tender document. The financial bids of technically qualified bidders only will be considered for evaluation.

11.2.2. Envelope-II (Financial Bid)

Financial offer shall be quoted in the format provided in procurement portal and no other format is acceptable. Bidders are required to download the file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). 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.

Through submission of financial Bid, it is considered that participant agrees to all terms and conditions of this Tender.

Note:-The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

12. BID OPENING AND EVALUATION

12.1. 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.

12.2. 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) Packet -I: Packet -I opening date shall be as mentioned in CPP Portal. The intimation regarding acceptance / rejection of their bids will be intimated to the Contractors/firms through e-tendering portal/email. (Packet -I shall contain scanned copy of Pre- qualification document.)

If any clarification is needed from the bidder about the deficiency in his uploaded documents in Packet-I, he will be asked to provide it. The bidder shall upload/submit the requisite

clarification/documents within the time specified by HLL, failing which tender will be liable for rejection.

- b) Packet-II: The financial bids of the firms found to be meeting the qualifying requirements as per this document shall be opened in line with the timelines mentioned in the CPP portal. (Depending on evaluation of Packet- I, the date shall be intimated through CPP Portal).

13. CLARIFICATION OF BIDS

- 13.1. 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. The request for clarification and the response shall be submitted 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.
- 13.2. 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.

14. EXAMINATION OF BIDS, AND DETERMINATION OF RESPONSIVENESS

- 14.1. 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 based on the documents submitted by the bidder, 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 facilities/ equipment shall be as a part of responsiveness of the technical bid. If the bidder doesn't arrange the facility visit / demonstrate the solutions offered within the stipulated time period of 7 days & location given, then their bid will be treated as non-responsive.
- 14.2. 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 service;
 - 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.
- 14.3. 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.
- 14.4. Non submission of legible or required documents or evidence may render the bid non-responsive.

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

- 15.1. HLL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to the contract award, without thereby incurring any liability to the affected bidder or bidders.
- 15.2. HLL does not bind itself to accept the highest or any bid and reserves the right to reject any or all bids 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 bids from the bidders due to such changes, if any.

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

15.5. HLL reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to 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 ground for the purchaser's action.

16. AWARD OF CONTRACT

16.1. HLL will award the Contract to the Bidder whose bid has been determined to be substantially responsive and who has offered the highest revenue share as detailed in this document.

16.2. In the eventuality of failure on the part of the successful bidder to produce the original documents, or submit the performance security, 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.

16.3. 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.

16.4. 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.

16.5. Notification of Award 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.

17. TERMINATION

17.1. 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

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. CONFLICT OF INTEREST.

- 19.1. The selected Service Provider shall not engage in activities that are in conflict with interest of the client (HLL) under the assignment and they would not engage in any contract that would be in conflict of interest with their current obligations.
- 19.2. The selected Service Provider that has a business or family relationship with such members of HLL staff who are directly or indirectly involved in this assignment will not be awarded the assignment.

20. GOVERNING LANGUAGE

- 20.1. 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.

21. TAXES

- 21.1. The Service Provider shall bear all personnel taxes levied or imposed on its personnel, or any other member of the Service Provider's team, etc. on account of payment received under this agreement. The Service Provider shall bear all taxes, levied or imposed on the Service Provider on account of payments received by it from the HLL for the work done under the scope of work
- 21.2. The Service Provider agrees that it shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the scope of work
- 21.3. Should the Service Provider fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, the Service Provider shall pay the same.
- 21.4. The Service Provider shall indemnify the HLL against any and all liabilities or claims arising out of this engagement for such taxes including interest and penalties by any such Tax Authority may assess or levy against the Board / Service Provider.

22. APPLICABLE LAW

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

23. COURT JURISDICTION

- 23.1. 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.

24. ARBITRATION

- 24.1. 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.”

- 24.2. 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.

25. INTEGRITY PACT

- 25.1. Pre-Contract Integrity Pact and Independent External Monitor

25.2. 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.

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

Email id: iemhll@lifecarehll.com

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

26.1. 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 tender document. The participant must comply with all provisions mentioned in this order. A self-declaration (as per format provided in Annexure 2) with respect to this order must be submitted

27. 27. PROVISIONS OF PUBLIC PROCUREMENT –(PREFERENCE TO MAKE IN INDIA PRODUCTS (FOR BIDS < 200 CRORE):

27.1. 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.

27.2. 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 suppliers as per MII order dated 16.9.2020 will be eligible to bid. Non - Local suppliers 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.

- 27.3. MSME/ Startups - Statutory exemptions as per relevant guidelines shall be applicable for MSE/Startup vendors. However, the preferences with respect to MSME shall not be applicable who are only involved the trading of the product under the scope of this Tender

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 section to the extent the same are not superseded by the Special Conditions of Contract

2. SCOPE OF WORK:

2.1. Scope of Service Provider

The selected service provider shall support HLL Lifecare Limited (HLL) in the effective planning, implementation, and monitoring of healthcare skilling, upskilling, and reskilling initiatives across India. The service provider shall assist HLL in end-to-end execution of skill development programs, including the design and delivery of training modules, establishment and operation of training centres, candidate mobilization, training delivery with classroom and On-the-Job Training (OJT) components, accreditation and compliance with NSDC/NSQF/PMKVY guidelines, placement facilitation, and reporting through MIS-based monitoring systems. The service provider shall also support HLL in developing Centres of Excellence, utilizing existing infrastructure, conducting upskilling for the existing workforce, ensuring branding and visibility compliance, and undertaking project-specific operational and coordination responsibilities. The selected service provider must bear all the operational and capital expenses of the projects under their scope of work. The service provider will be responsible for adhering to all applicable regulatory and quality standards, ensuring timely submission of deliverables and reports, and extending support in project implementation as directed by HLL or its clients. The detailed scope of services is as per Section-F.

2.2. Scope of HLL

- Strategic Design, Planning and execution of the project.
- Project operation monitoring and coordination
- Engaging and appointment of trainers and other manpower required for operations as per the Qualifications identified by NSDC/NCVET
- Arranging for spaces for training centres wherever available.
- Periodic Reviews to ensure compliance with obligations and timelines
- Obtain the regulatory compliances for HLL

2.3. Revenue Sharing Model & Selection method

- a. HLL intends to execute this project on a revenue sharing basis.
- b. The bidders shall make independent assessment of tender scope and submit their Bids. Financial bids of bidders who meets the eligibility criteria and other tender terms will only be opened. The financial quote submitted by the bidder shall clearly specify the revenue share percentage payable to HLL for the Skill Development projects for which they will be engaged during engagement period. Minimum revenue share to HLL will be 10%. Financial quotes will be evaluated based on the revenue share percentage to HLL over and above the minimum value of 10%. Financial quote has to be submitted as per the format provided in CPP portal.

Total revenue share to HLL will be **Minimum revenue share of 10% + additional revenue share offered in the price bid (b)% , i.e, (10+b)%**

- c. The selection would be done on the basis of offered total revenue share percentage to HLL. The bidder who offers highest revenue share (H1 bidder) would be finalised as Service Provider for this project.
- d. In the event of receipt of a Skill Development or Capacity Building projects during the engagement period, HLL may, at its discretion, engage the successful bidder finalised through this tender for providing the required support for the execution of such projects, as and when needed, in accordance with the terms and conditions of the tender.
- e. HLL will issue notification of award for each project specifying the detailed scope of work, project-specific deliverables, timelines, commercial terms, and reporting requirements applicable to that assignment
- f. Service Provider must provide services as detailed in Scope of work and support in any additional service as required by HLL.
- g. Based on the agreement between HLL and its clients, HLL shall offer skill development/ capacity building/ training services and claim payments directly from the clients.
- h. Against the revenue realised from each project, HLL will retain the revenue share as agreed by the Service Provider through their financial bid and subject to recoveries, if any.
- i. Any expense incurred to HLL on account of operations or other with respect to this project will be deducted from the payment to the Service Provider to HLL. HLL shall raise an operational cost statement to the Service Provider based on the revenue from operations. All the capital expenses and operational expenses regarding the scope of work has to be borne by the selected bidder. The remaining amount, after deducting all expenses incurred by HLL and statutory dues, will be released to Service Provider as detailed in the payment terms of this document. Service Provider shall raise an invoice on HLL for the eligible amount. HLL will release the payment against the same, after realisation of corresponding payment from the client. Any deductions done by the client or any penalty imposed by them will be correspondingly passed on to the service provider and will be adjusted with the payable to the service provider by making necessary deductions.
- j. HLL will have the right to reject the quote given by the bidder's proposals if they are found to be unacceptable.

3. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 3.1. The Service Provider shall not, without the HLL's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the HLL in connection therewith, to any person other than the person(s) employed by the Service Provider in the performance of the contract emanating from this Tender enquiry 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 in this contract.
- 3.2. Further, the Service Provider shall not, without HLL's prior written consent, make use of any information mentioned in this document except for the sole purpose of performing this contract.
- 3.3. Except the contract issued to the Service Provider, each and every other document mentioned herein above shall remain the property of the HLL and, if advised by the HLL, all copies of all such documents shall be returned to the HLL on completion of the Service Provider's performance and obligations under this contract.

4. PATENT RIGHTS

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

5. NOTIFICATION OF ENGAGEMENT AND AWARD:

Upon completion of the evaluation process:

- 5.1. The successful participant shall be initially notified through a Notification of Engagement (NoE) issued by HLL Lifecare Limited, confirming their selection for providing services under this tender.
- 5.2. Such engagement shall be at the sole discretion of HLL and shall not confer any exclusivity to the selected bidder. HLL reserves the right to explore other options and engage any other party for similar services as deemed appropriate in the interest of the project. The Notification of Engagement shall serve as an intimation of selection and does not, by itself, confer any right for award of a specific project.
- 5.3. Subsequently, based on the receipt and allocation of specific projects by HLL, individual Notifications of Award (NoA) shall be issued to the engaged Service provider.
- 5.4. Each Notification of Award (NoA) shall specify the detailed scope of work, project-specific deliverables, timelines, commercial terms, and reporting requirements applicable to that assignment.
- 5.5. Execution and performance of such projects shall be governed by the respective Notification of Award (NoA) and the corresponding agreement executed between HLL and the selected service provider.

6. DURATION OF ENGAGEMENT

- 6.1. Period of engagement will be initially for a period of three years and may be extended if services are found to be satisfactory. If any projects awarded during this tenure extends beyond three years, the engagement period for those projects will be terminated upon completion of the project or closure of that project by HLL's Clients.
- 6.2. However, HLL reserves the right to terminate/ cancel the contract with service provider at any time during the contract period. The service provider has no right to claim any loss direct or indirect on account of such termination / cancellation of contract by HLL.
- 6.3. Review of performance shall be conducted on half-yearly basis and will evaluate the overall performance of service, promptness in reporting, downtime of equipment etc.
- 6.4. HLL reserves the right to increase or decrease the period of engagement as deemed necessary.

7. PERFORMANCE SECURITY

- 7.1. The selected Service Provider has to submit an irrevocable and unconditional Performance guarantee (3 % of the contract value or as mentioned in notification of award for individual projects) in the form of Bank Guarantee in the format provided by HLL. The bank guarantee

amount will be informed at the time of issuing Notification of Award (NoA). No interest shall be payable by HLL against the Performance Security.

7.2. Appropriation of Performance Security

Upon occurrence of a Service Provider Default, the HLL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for and in respect of such Service Provider Default. Upon such encashment and appropriation from the Performance Security, the Service Provider shall, within 30 days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security by the HLL, provide a fresh Performance Security, as the case may be, failing which the HLL shall be entitled to terminate the Agreement with Service Provider. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Service Provider shall be entitled to an additional Cure Period of 15 days for remedying the Service Provider Default, and in the event of the Service Provider not curing its default within such Cure Period, the HLL shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate the Agreement with Service Provider

7.3. Release of Performance Security

The Performance Security shall remain in force and effect for extra 90 days exceeding the entire period of the Agreement, shall be released after 180 (One eighty) days of Transfer Date in accordance with the Agreement with Service Provider.

8. **GENERAL TERMS**

- 8.1. In case of Service provider not having the required clearances or licenses at any point during the agreement, the agreement shall be terminated with immediate effect under risk and cost of the Service provider and without any financial repercussions to HLL and any pending work will be arranged from alternate sources at the risk and cost of Service provider.
- 8.2. The Service provider is required to ensure that suitably qualified and experienced sufficient number of persons are employed with staggering duty timings etc. so that facilities will remain available during normal working hours as well as beyond depending on the need.
- 8.3. Legal issues arising out of the scope of work of selected bidder (civil or criminal or in any forums) that may arise during the execution of this project shall be the sole responsibility and cost of the Service Provider.
- 8.4. The Service Provider shall comply with all rules and regulations regarding safety and security of its employees and HLL will in no way be responsible in any manner in case of any mishap to its personnel.
- 8.5. The service provider shall ensure that all the regulatory requirements are fully complied
- 8.6. All legal & statutory compliances would be the responsibility of the Service Provider. Liability towards the legal issues whatsoever that may arise out of the scope of work under this project shall remain with the Service Provider. The Service Provider shall maintain confidentiality of medical records and shall make adequate arrangements for cyber security.
- 8.7. Continuous training of the manpower deployed for this project would be the responsibility of the Service Provider so that the employees are able to perform the work with the best professional competence.

9. INSURANCE:

- 9.1. The Service Provider shall maintain adequate insurance cover as prudent in accordance with Good Industry Practice for hedging risks related to the Patients, Personnel, public, Equipment and other infrastructure. The Service Provider will obtain and maintain insurances within one month of start of operation of the services as per Good Industry Practice for the premises including the equipment, insurances against damages to property due to force majeure, insurances against theft and loss of equipment and such other insurances as are required for the Services undertaken by the Service Provider. In case of any event where a shortage of adequate insurance coverage occurred, then the same shall be paid by the Service Provider. The Service Provider shall indemnify HLL from all such losses and or expenses associated with such incidents /accidents.

10. PENALTIES

- 10.1. Any penalty imposed by HLL's client, or any regulatory agency shall be applicable to the Service Provider on back to back basis.

11. SUBCONTRACTS

- 11.1. Prior approval from HLL shall be obtained by the Service Provider from HLL in writing, in case of subcontracts awarded under the contract. Such engagement shall not relieve the Service Provider of any of its liability or obligation under the terms and conditions of the contract.
- 11.2. Subcontracts shall also comply with the provisions of GCC Clause regarding "Country of Origin".

12. MODIFICATION OF CONTRACT

- 12.1. If necessary, then HLL may, by a written order given to the Service Provider at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract

13. FINANCIAL QUOTE

- 13.1. The financial offer quoted by the bidder should be final inclusive of all services and cost etc.

14. TAXES AND DUTIES

- 14.1. The Service Provider shall be entirely responsible for all taxes, duties, fees, levies etc. incurred for the services provided to HLL.
- 14.2. Further instruction, if any, shall be as provided in the SCC.

15. TERMS AND MODE OF PAYMENT

- 15.1. Against the revenue realized from each project, HLL will retain the revenue share as agreed by Service Provider through their financial bid. The remaining amount, after deducting all expenses incurred by HLL and statutory dues, will be released to Service Provider as detailed in the payment terms of Notification of Award issued for respective projects.
- 15.2. Statutory duties and taxes, especially GST and any other taxes or such other Act, if applicable, may be applicable to both the parties.
- 15.3. After the revenue realization from client/projects, HLL will retain the revenue share as agreed by Service Provider through their financial bid. The remaining amount, after deducting all expenses incurred by HLL and statutory dues, will be released to Service Provider. HLL will release payments to Service Provider within 30 days of receipt of payment by HLL from client.

- 15.4. In the event of the HLL noticing at any time that any amount has been disbursed wrongly to the Service Provider or any other amount is due from the Service Provider to the HLL, the HLL may without prejudice to its rights recover such amounts by other means after notifying the Service Provider or deduct such amount from any payment falling due to the Service Provider. The details of such recovery, if any, shall be intimated to the Service Provider. The Service Provider shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the HLL.
- 15.5. HLL shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Service Provider where the HLL or client disputes such invoice or part of it provided that such dispute is bonafide. The withheld amount shall be limited to that which is in dispute or withheld by the client. The disputed amount shall be settled through mutual discussions. Any exercise by the HLL under this section shall not entitle the Service Provider to delay or withhold the services to be rendered as per the contract.
- 15.6. All payments agreed to be made by the HLL to the Service Provider in accordance with the Services shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The Service Provider shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this agreement. The Service Provider shall not claim any interest on payments under the contract.
- 15.7. 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 Service Provider at rates as notified from time to time.
- 15.8. The payment shall be made in Indian Rupees.
- 15.9. The Service Provider shall send its claim/invoice for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.
- 15.10. While claiming payment, the Service Provider 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 Service Provider for claiming that payment has been fulfilled as required under the contract. Invoice from the service provider enclosing the operational cost summary shared by HLL to them as annexure may be submitted on monthly basis as part of claiming payment.

16. DELAY IN THE SERVICE PROVIDER'S PERFORMANCE

- 16.1. The Service Provider shall perform the services under the contract within the time schedule specified by the HLL in the List of Requirements and as incorporated in the scope of work of the tender document.
- 16.2. Any unexcused delay by the Service Provider in maintaining its contractual obligations towards the performance of services, the Service Provider will be liable to any or all of the following sanctions:
- (i) Imposition of liquidated damages and penalties or
 - (ii) Forfeiture of its performance security
 - (iii) Termination of the contract for default and
 - (iv) Applicability of risk and cost, if situation demands.
- 16.3. If at any time during the currency of the contract, the Service Provider encounters conditions hindering timely performance of services, the Service Provider shall promptly inform the HLL

in writing about the same and its likely duration and make a request to the HLL for extension of the delivery schedule accordingly. On receiving the Service Provider's communication, the HLL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of Service Provider's contractual obligations by issuing an amendment to the contract.

16.4. When the period of execution is extended due to unexcused delay by the Service Provider, the amendment letter extending the delivery period shall, interlaid contain the following conditions:

- (a) The HLL shall recover from the Service Provider, liquidated damages on the services, which the Service Provider 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 goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- (c) But nevertheless, the HLL 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 delivery stipulated in the contract.

17. LIQUIDATED DAMAGES

17.1. If the Service Provider fails to perform the services within the time frame(s) incorporated in the contract, the HLL shall, without prejudice to other rights and remedies available to the HLL 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 HLL due to delayed supply of goods and/or services/ or total performance of the Service Provider, whichever is higher. Once the maximum is reached HLL may consider termination of the contract.

18. TERMINATION FOR DEFAULT

18.1. The HLL, without prejudice to any other contractual rights and remedies available to it (the HLL), may, by written notice of default sent to the Service Provider, terminate the contract in whole or in part, if the Service Provider fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the HLL. Before issue of such notice, HLL will give sufficient communications to Service Provider regarding the nature of default and provide opportunity to the service provider to take remedial actions and make good the damages caused to their actions.

18.2. In the event of the HLL terminates the contract in whole or in part HLL may avail services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Service Provider shall be liable to the HLL for the extra expenditure, if any, incurred by the HLL for arranging such service. Unless otherwise instructed by HLL, the Service Provider shall continue to perform the contract to the extent not terminated.

18.3. This Contract stands cancelled, if the agreement between HLL and client for this service is terminated.

19. TERMINATION FOR INSOLVENCY

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

20. INDEMNIFICATION CLAUSE

- 20.1. The Interested Bidder 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. 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 /Bidders
 - 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 bidder or its affiliate.
 - iv. All claims, demands, action, proceedings, losses, damages, liabilities, cost, charges, expenses or obligations that are occasioned or may occasion to HLL as a result of our non-payment of any statutory dues levied/ leviable on the Service Provider or the Service Provider committing breach of any the rules, regulations, orders, directives, instructions that may be issued by any authority under various Labor Laws, PF, ESI Acts and all other applicable Laws/Acts/Rules or any other Statute or Laws for the time being in force
 - v. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on our part or on the part of Sub-Service Provider/s, if any, servants or agents of the Bidder.
 - vi. Claims, if any, of the employee or the Service Provider and its Sub Service Provider/s, under the Workmen's Compensation Act, 1923 and Employer's Liability Act 1938 or Various Labor Laws or any other Laws rules and regulations in force for the time being in India and any acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and / or arising out of and in the course of employment of any workmen / employee.
 - vii. Any non - compliance or improper compliance of statutes, rules and regulations which are applicable to HLL and also to the Service Provider and to the employees , in respect of (a) Employees' Provident Fund and Miscellaneous Provision Act, 1952, (b) Employees State Insurance Act, 1948, Contract Labor (R&A) Act, 1970 (d) Minimum Wages Act, 1948 (e) Payment of Wages Act, 1936 (f) Bonus Act, 1965 (g) Workmen's Compensation Act, 1923 and / or any other laws which may become applicable in respect of the Contract/ Agreement between HLL and the Bidder.
 - viii. Any Act or omission by us or our Sub-Service Provider/s, if any, our /their servants or agents which may involve any loss, damages, liability, civil or criminal action.
 - ix. To protect against all claims for damage caused due to non-obtaining of insurance policy during the project period.

21. FORCE MAJEURE

- 21.1. Notwithstanding the provisions contained in the tender document, the Service Provider shall not be liable for imposition of any such sanction so long the delay and/or failure of the Service Provider in fulfilling its obligations under the contract is the result of an event of Force Majeure.

- 21.2. For purposes of this clause, Force Majeure means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the HLL either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 21.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the HLL in writing of such conditions and the cause thereof within seven days of occurrence of such event. Unless otherwise directed by the HLL in writing, the Service Provider shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 21.4. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract. Termination of this agreement for whatever reason shall not affect the obligation/ liabilities of both the parties accrued hereunder in respect of matters at the time of the agreement.
- 21.5. In case due to a Force Majeure event the HLL is unable to fulfil its contractual commitment and responsibility, the HLL will notify the Service Provider accordingly and subsequent actions shall be taken on similar lines described in above sub- paragraphs.

22. NOTICES

- 22.1. 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.
- 22.2. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

23. RESOLUTION OF DISPUTES

- 23.1. If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the contract / agreement the parties shall endeavor to settle all such disputes, differences, claims or questions through mutual discussion or negotiation.
- 23.2. 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.

24. APPLICABLE LAW

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

25. GENERAL/MISCELLANEOUS CLAUSES

- 25.1. Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Service Provider/ its Associates/Sub Service Providers on the one side and the HLL on the other side, a relationship of master and servant or principal and agent.

- 25.2. Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 25.3. The Service Provider shall notify the HLL of any material change would impact on performance of its obligations under this Contract.
- 25.4. Each member/constituent of the Service Provider/its subcontractor, for all obligations towards HLL for performance of contract/services including that of its Associates/Sub Service Providers under the Contract.
- 25.5. The Service Provider/its Agent shall, at all times, indemnify and keep indemnified the HLL against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Service Provider/its associate/affiliated.
- 25.6. All claims regarding indemnity shall survive the termination or expiry of the contract.

26. SPECIAL INSTRUCTIONS

- 26.1. The bidder shall visit the proposed sites before quoting for the work and also take their own assessments before quoting of bids.
- 26.2. The Service Provider has to arrange necessary insurance coverage for the equipment, manpower etc. deployed by him. He shall arrange all safety measures to protect his workmen and also the properties of HLL and its Client.
- 26.3. HLL should be immediately informed for any discrepancy in specifications and instructions in the execution of job before actual execution of particular item having discrepancy.
- 26.4. The schedule of activities as submitted by the Service Provider shall have to be strictly adhered to. Regular progress reports have to be submitted by the Service Provider giving all details for monitoring of the schedule.
- 26.5. The Service Provider shall comply with proper and legal orders and directions of the HLL/HLL's clients and abide by their rule and regulations and pay all fees and charges which he may be liable.

SECTION –D

SPECIAL CONDITIONS OF CONTRACT (SCC)

NIL

SECTION- E

ELIGIBILITY CRITERIA

A. ELIGIBILITY CRITERIA

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

1. The Bidder must be a legal Entity (a Company/ Society/Proprietorship/ 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.
2. Participating entities should have minimum average annual turnover of Rs. 50.00 Crores during last 3 financial years. (FYs 2022-23, 2023-24, 2024-25)
3. Bidder must have a minimum of 10 years' experience in skill development and capacity building.
4. Bidder should have an experience of conducting skill development training for at least 50,000 trainees in last 5 years.
5. Should have minimum of 500 PMKVY approved trainers on their payroll with ESI and PF Registration.
6. The participants in the tender must be having experience of operating at least 25 Pradhan Mantri Kaushal Kendra (PMKK) in last 5 years.
7. Bidder must be National Skill Development Corporation (NSDC) empanelled partner.
8. Bidder must have experience in operation of diagnostic facilities (at least 2 NABL accredited labs).
9. The firm who has been de-recognized/debarred/banned/blacklisted by any State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law during last 5 years can't participate in this tender during the period of de-recognition / debarment/ Banned/blacklisted.

B. Documents to be submitted as part of Technical Bid

1. Tender document fee & EMD Payment details
2. Duly signed copy of tender enquiry document as a token of acceptance of terms and conditions.
3. Profile of the Organization (describing expertise on skill development/capacity building in healthcare segment) in company letter head
4. Authenticated copy of the
 - a. certificates of incorporation/registration of the organization
 - b. Copy of GST registration certificate
 - c. Copy of PAN Card / Exemption certificate from Income Tax Department
5. Turnover certificate showing average annual turnover for last three financial years and audited balance sheet and Profit and Loss statement for last three years signed by CA.
6. Proof of experience of having minimum of 10 years' experience in skill development and capacity building. Work order copies/client certificates/or other relevant

documents establishing the execution of projects of similar nature for last 10 years or more needs to be submitted.

7. Proof of experience of conducting skill development training for at least 50,000 trainees in last 5 years. Work order copies/client certificates/or other relevant documents showing number of beneficiaries trained in projects of similar nature for last 5 years or more needs to be submitted.
8. Documentary proof for having minimum of 500 PMKVY approved trainers on their payroll with ESI and PF Registration.
9. Documentary Proof for having experience of operating at least 25 Pradhan Mantri Kaushal Kendra (PMKK) in last 5 years
10. Documentary proof that bidder is a National Skill Development Corporation (NSDC) empanelled partner
11. NABL certificates copies of at least two diagnostic facilities operated by bidder.
12. Udyam registration details for MSE Vendors
13. DPIIT Certificate for Startups
14. Annexure-1 Bid Form
15. Annexure-2 Category Details Of Organization
16. Annexure-3 Self Declaration – Make In India Preference
17. Annexure-4 Self Declaration – Compliance To Rule 144 (Xi) Of GFR 2017
18. Annexure-5 Financial Statement
19. Annexure-6 Performance Statement
20. Annexure-7 Self-Declaration Non Blacklisted
21. Annexure-8 Signed Integrity Pact Agreement
22. Other Documents mentioned in technical qualification criteria and tender document.

SECTION - F

DETAILED SCOPE OF THE PROJECT

1. BACKGROUND OF THE PROJECT

As part of its strategic diversification and ongoing efforts to strengthen and expand its healthcare service portfolio, the Healthcare Services Division (HCS) of HLL Lifecare Limited is enhancing its focus on Skill Development and Capacity Building in the Healthcare Sector under Public–Private Partnership (PPP) projects. Despite a large pool of qualified graduates, only about 5–6% possess the job-ready skills required for healthcare roles, creating a gap between academic learning and industry needs. To address this, HCS aims to implement targeted training, upskilling, and certification programs aligned with NSDC, NSQF, and PMKVY 4.0 guidelines, ensuring that candidates acquire both theoretical knowledge and practical competencies through structured, hands-on learning.

This initiative supports the Government of India’s vision under the National Health Policy 2025 and the National Commission for Allied and Healthcare Professions Act, 2021 (NCAHP Act) to professionalize and strengthen the healthcare workforce. With healthcare projected to account for nearly 2.5% of India’s GDP by 2025, there is a growing need for skilled manpower across the sector. HCS aims to collaborate with ministries, healthcare institutions, and academic partners to build a robust talent pipeline addressing two key areas—Short-Term Training (STT) for new entrants and Recognition of Prior Learning (RPL) for the existing workforce. To ensure effective implementation, HLL Lifecare Limited proposes to engage a specialized agency with proven expertise in healthcare skilling projects for an initial period of three years, under a revenue-sharing model, to support project rollout, monitoring, and quality assurance.

2. DETAILED SCOPE OF SERVICE PROVIDER

The selected service provider shall support HLL Lifecare Limited (HLL) in the effective planning, implementation, and monitoring of healthcare skilling, upskilling, and reskilling initiatives across India. The scope of services shall include, but not be limited to, the following functions:

1. **Subject Matter Expertise (SME):** It shall support HLL to provide technical guidance, develop frameworks, design training modules, and deliver quality-driven solutions for implementing healthcare skilling projects in alignment with NSDC, NSQF, and PMKVY 4.0 norms.
2. **Project Implementation:** It shall support HLL to plan and execute training, skilling, upskilling, and reskilling programs across various States/UTs for healthcare job roles identified by HLL or relevant government bodies, ensuring uniform quality and standardization.
3. **Identification of Job Roles:** It shall support HLL to identify and periodically review job roles in the healthcare sector that align with industry requirements, skill demand, and national qualification frameworks.

4. **Infrastructure and Training Facilities:** It shall support HLL to establish and maintain classrooms, laboratories, and related facilities compliant with standards prescribed by NSDC and HLL, ensuring accessibility, safety, and quality learning environments.
5. **Utilization of Existing Training Infrastructure:** It shall support HLL to identify and utilize its existing training infrastructure such as classrooms, labs, and simulation centres for healthcare skilling activities, optimizing available resources and improving cost efficiency.
6. **Investment in Training Resources:** It shall support HLL to procure, install, and maintain all necessary training materials, medical and non-medical equipment, audio-visual aids, and IT infrastructure (computers, printers, servers, etc.) essential for effective delivery of training programs.
7. **Training Delivery:** It shall support HLL to conduct structured and comprehensive training programs that combine theoretical sessions, practical work, and **On-the-Job Training (OJT)** components, ensuring adherence to approved curricula, duration, and quality parameters.
8. **Facilitating On-the-Job Training (OJT):** It shall support HLL to identify suitable healthcare facilities for OJT, coordinate trainee placements, and ensure that on-site training is delivered in accordance with prescribed standards and monitored for quality outcomes.
9. **Establishing Training Centres:** It shall support HLL to set up new training centres at identified locations, ensuring infrastructure readiness, trainer deployment, and compliance with NSDC, NSQF, and PMKVY guidelines.
10. **Establishing Centres of Excellence (CoEs):** It shall support HLL to establish Centres of Excellence in key healthcare domains to promote advanced skill training, innovation, research, and collaboration with industry partners.
11. **Accreditation and Affiliation:** It shall support HLL to ensure accreditation and affiliation of all training centres in accordance with PMKVY 4.0 norms and maintain valid approvals through timely renewal and compliance.
12. **Candidate Mobilization:** It shall support HLL to mobilize and enroll eligible candidates to achieve project training targets, and undertake awareness and outreach campaigns to ensure adequate participation.
13. **Upskilling of Existing Workforce/Contractual Labour:** It shall support HLL to design and implement upskilling and reskilling programs for existing healthcare staff and contractual labour, ensuring alignment with NSDC and NSQF frameworks.
14. **Attendance and Monitoring:** It shall support HLL to implement biometric attendance systems for trainees and trainers, monitor attendance and performance, and ensure regular oversight through established monitoring mechanisms.
15. **Course Completion and Certification:** It shall support HLL to oversee trainee progress, ensure timely course completion, and facilitate certification of candidates as per NSQF and PMKVY 4.0 standards.

16. **Facilitating Placements:** It shall support HLL to organize placement drives, coordinate with hospitals, diagnostic centres, and healthcare institutions, and ensure placement of certified candidates in suitable roles as per project objectives.
17. **Residential Facilities:** It shall support HLL to arrange residential accommodation and related facilities for trainees wherever specified in the project scope or proposal.
18. **Branding and Communication:** It shall support HLL to ensure appropriate branding, signage, and communication at all training locations in accordance with the visibility guidelines of HLL and PMKVY.
19. **Management Information System (MIS):** It shall support HLL to maintain and update project-related data and reports on a daily, weekly, or monthly basis (as applicable) through an MIS platform as prescribed by HLL.
20. **Deliverables and Reporting:** It shall support HLL to prepare and submit the following deliverables in a timely manner:
 - a. **Project Implementation Plan** – including timelines, training schedules, and resource deployment.
 - b. **Infrastructure Readiness Report** – certifying infrastructure and equipment prior to commencement.
 - c. **Periodic Progress Reports** – detailing training progress, mobilization, certification, and placement status.
 - d. **Monitoring and Evaluation Reports** – summarizing feedback, quality assessments, and corrective actions.
 - e. **Financial Reports** – including fund utilization and expenditure statements.
 - f. **Final Completion Report** – summarizing total candidates trained, certified, and placed, along with outcomes and key learnings.
21. **Operational Expenses:** It shall support HLL to bear and manage the costs related to facility establishments, arranging necessary infrastructure, manpower costs, registration, accreditation, day-to-day operations, and incidental project-related expenses as applicable under specific projects.
22. **Compliance and Coordination:** It shall support HLL to ensure adherence to all applicable statutory, regulatory, and scheme-specific guidelines, and coordinate with relevant ministries, agencies, and stakeholders for effective project execution.
23. **Additional Responsibilities:** It shall support HLL to undertake any other related activities, modifications, or new initiatives as may be directed by HLL and/or the concerned ministries during the course of project implementation to ensure smooth execution and sustainability.

SECTION G - ANNEXURES

ANNEXURE-1

BID FORM

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

To

**Associate Vice President i/c& BH (HCS)
HLL Lifecare Limited, HLL Bhavan, Poojappura
Thiruvananthapuram-695012, Kerala, India
Tel: +91 471 2354949
Email- hcstenders@lifecarehll.com**

Tender Ref. No. HLL/HCS/eTender/2025-26/02 Dtd 24.10.2025

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 List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of the required amount in an acceptable form in terms of GCC clauses, read with modification, if any, in SCC, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the ITB clause 8, 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 hereby agree to all terms and conditions of the tender enquiry document and its amendments.

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 Tender Enquiry document, including amendment/ corrigendum if any

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

ANNEXURE-2

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 Annexureduly filled.

*The Udyam Registration no of the bidder
.....

(Self-attested copy of Udyog Aadhar / Udyam Registration certificate should be submitted alongwith the technical bid)

Date:

Signature of the Bidder:

Place:

Name with seal:Designation:

Address:

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

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

We,

.....

.....

.....

(Include name and address of the bidder)

Hereby declare that we are eligible to bid for the Tender: HLL/HCS/eTender/2025-26/02 Dtd 24.10.2025 as per the eligibility stipulated by Government Order no F.No.6/18/2019-PPD dated 23-July-2020 inclusive of the latest amendments regarding insertion of rule 144(Xi) in the General Financial Rules (GFR) 2017, issued by Ministry of Finance, Government of India.

We are aware that any bidder indenting to participate in this tender who is from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority as per the GO.

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

FINANCIAL STATEMENT

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

ANNEXURE-6
PERFORMANCE STATEMENT
(to be attested by chartered accountant)

Tender Reference No. : _____

Name and address of Bidder: _____

Sl. No	Client Details & Contact Number	Work Order Number	Description of Service Provided	Order Value (Rs.)	Period of Execution	Number of trainees undergone skill development

Date:

Signature and seal of the Bidder

NB: Satisfactory performance certificate from clients to be enclosed

SELF-DECLARATION NON BLACK LISTED

To,

**Associate Vice President i/c& BH (HCS)
HLL Lifecare Limited HLL Bhavan, Poojappura
Thiruvananthapuram-695012 Kerala, India
Tel: +91 471 2354949
Email- hcestenders@lifecarehll.com**

Dear Sir,

This is to certify that our company or its directors are not presently de-recognized/debarred/banned/blacklisted by any State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and firm/Directors are not convicted by any court of law for any illegal activities.

Date:

Signature:

Place:

Name:

Designation:

Seal:

ANNEXURE-8

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: healthcare Services

Tender No: HLL/HCS/eTender/2025-26/02 Dtd 24.10.2025

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 atrepresented 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.....