HLL/HCS/Tender-GeM/2026-27/23
DTD: 13.10.2026

HLL LIFECARE LIMITED

(A Govt. Of India Enterprise)

CIN: U25193KL1966GOI002621

HLL Bhawan , Poojappura. P. O, Thiruvananthapuram – 695012, Kerala, India

Phone: 0471- 2775600, 2775639

Website – www.lifecarehll.com

E Mail - hcstenders@lifecarehll.com

HLL Lifecare Limited (HLL) hereby invites online bids through https://gem.gov.in for providing and maintaining 16 Slice CT Scan Machine on lease basis. Detailed requirements and terms & conditions are available in GEM Portal https://gem.gov.in.

DISCLAIMER

The information contained in this document is confidential in nature. The bidders shall not share this information with any other party not connected with responding to this Tender Document. All information contained in this Tender document 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 NIT document is complete in all respects. If a bidder needs more information than what has been provided, the potential bidder is solely responsible for seeking the information required from HLL.

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

HLL Lifecare limited (HLL), Thiruvananthapuram reserves the right to reject any or all of the applications submitted in response to this 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 NIT Application.

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 GeM 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. HLL reserves the right to cancel, withdraw or annul the tender process, in whole or in part, at any stage prior to award of the Contract, without assigning any reason, subject to applicable rules and guidelines.

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HLL LIFECARE LIMITED

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

SECTION A

NOTICE INVITING TENDER (NIT)

HLL/HCS/Tender-GeM/2026-27/23 **13.10.2026**

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

Sl No	Particulars	Description
1	Name of Item/Work	Deployment of a 16 Slice CT Scan Machine and comprehensive maintenance of the same at Hindlabs facility , Government Taluk hospital Fort Kochi, Kerala on lease model.
2	List of Required Items	Section E
3	Technical Specification	Section F
4	Bid Security/EMD	Rs. 7.80 Lakhs only (Rs. Seven lakhs and Eighty thousand only)
5	HLL A/c Details for payment of EMD (Payment mode: NEFT/RTGS)	Name of Bank : HDFC Bank Limited A/c number : 00630330000563 IFSC Code : HDFC0000063 Branch name : Vazhuthacaud Branch, Thiruvananthapuram
6	Eligibility criteria for Bidders	As per the document
7	Date of Prebid meeting	As Mentioned in GEM Portal (https://gem.gov.in/) Online meeting link for prebid meeting : Friday, October 16 · 11:00Am – 12:00PM meet.google.com/iae-dfrx-nqk
8	Last Date and Time for Online submission of bids	As Mentioned in GEM Portal (https://gem.gov.in/)
9	Date and time of opening of the- Tender	As Mentioned in GEM Portal (https://gem.gov.in/)
10	Address for Communication at HLL regarding the tender	Associate Vice President i/c & Business Head (HCS) Health Care Services Division HLL Lifecare Limited, Corporate & Regd Office HLL Bhavan, Poojappura,,Thiruvananthapuram-695012 E-mail:hcstenders@lifecarehll.com

Associate Vice President i/c & BH (HCS)

Definitions and Abbreviations

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

1.2 Definitions**:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xv) "**Margin of purchase preference**" means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

Abbreviations:

(i) "TE Document" means Tender Enquiry Document

(ii) "NIT" means Notice Inviting Tender

(iii) "ITB" means Instructions to Tenderers

(iv) "GIT" means General Instructions to Tenderers

(v) "SIT" means Special Instructions to Tenderers

(vi) "GCC" means General Conditions of Contract

(vii) "SCC" means Special Conditions of Contract

(viii) "PSU" means Public Sector Undertaking

(ix) "CPSU" means Central Public Sector Undertaking

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

(xi) "LC" means Letter of Credit

(xii) "DP" means Delivery Period

(xiii) "BG" means Bank Guarantee

(xiv) "BL" means Bill of Lading

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

(xvi) " HLL" means HLL Lifecare Limited

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

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

(xix) "CT" means Computed Tomography, a medical imaging technique that uses XRays to create detailed cross sectional images of the body.

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

(xxi) "GST" means Goods and Services Tax

GENERAL INSTRUCTION TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

Note: Any transaction charges levied while using any of the above modes of payment has to be

borne by the bidder. The supplier / Supplier 's bid will be evaluated only if payment is effective on the date and time of bid opening.

NOTE

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

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

SECTION B

INSTRUCTIONS TO THE BIDDERS (ITB)

1. INTRODUCTION

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

1.1. About HLL Lifecare Limited

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

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

1.2. About HINDLABS

The Healthcare Services (HCS) Division of HLL Lifecare Limited delivers comprehensive medical diagnostic services, including Laboratory, Imaging, and Teleradiology—along with Wellness Clinics and Polyclinics under the flagship brand HINDLABS. Established in 2008, HINDLABS was founded with the core mission of providing high-quality medical diagnostic services at affordable prices. What began as a single diagnostic laboratory has now evolved into one of India's largest and most trusted healthcare service networks, encompassing over 4,000 partner hospitals and 250+ diagnostic centres across the country.

With a robust team of highly qualified and dedicated healthcare professionals operating state-of-the-art diagnostic equipment, HINDLABS serves more than 30,000 patients daily. To date, it has conducted nearly 500 million diagnostic tests, benefiting over 100 million individuals and achieving an estimated INR 2,500 crore (₹25 billion) in cost savings for patients when compared to prevailing market rates.

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

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

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

2. SCOPE OF BID

2.1. HLL is in the process of establishing a diagnostics facility at the Government Taluk Hospital Fort Kochi, Kerala. To equip this facility, HLL intends to have a CT Scan Machine (16 Slice) in accordance with the technical specifications outlined in this document on lease model as detailed

in this document, through a tender process by inviting bids from eligible suppliers.

3. ELIGIBLE BIDDERS

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

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

4. COST OF BIDDING

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

5. SITE VISIT

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

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

6. PREPARATION OF BIDS

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

6.2. Participant should take into account any corrigendum published on the tender before submitting their tenders. HLL reserves right to issue amendment to this tender enquiry document at anytime during the bid submission period.

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

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

6.5. Language of the Bid

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

6.6. Documents Comprising the Bid

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

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

- Copy of Documents in proof of Financial turnover.
- Other documents specified in the document.
- Priced Bill of Quantities.

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

7. BID PRICES

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

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

7.3. All taxes, royalty, Octroi and other levies payable by the Supplier under the contract, or for any other cause as of the date 28 days prior to the deadline for submission of bids shall be included in the rates, prices and total of bid price. The bid prices shall also cater for any change in tax pattern during the tenure of work. Bids must be valid for a period of 180 days from date of bid opening.

7.4. The rates and prices quoted by the bidder shall remain firm during the entire period of contract. However, the changes in statutory duties and taxes during the contract period will be applicable.

8. CURRENCIES OF BID AND PAYMENT

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

9. ALTERATIONS AND ADDITIONS

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

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

10. ALTERNATIVE BIDS

10.1. Alternative Bids are not permitted.

11. PRE-BID CONFERENCE

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

12. SUBMISSION OF BIDS

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

The content of the both bids should be as under;

a) Technical bid:

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

Qualification Criteria for Suppliers / firms

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

Sl No	Eligibility Criteria and documents required
1	Bidder must have remitted EMD, if not exempted, as specified in this document. Copy of Receipt for submission of Bid fee and EMD with UTR No. is to be submitted as part of technical document
2	Bidder must be a legal Entity (a Company/ Public limited company by shares/Society/Proprietorship/Partnership/Trust registered under applicable Act in India/ Government-owned enterprise or institution). Bidder should be registered with the GST Authorities and should have a valid PAN number. Bidder should submit valid copies of the following: a) GST Registration b) IT PAN Card c) Certificate of incorporation of equivalent
3	The bidder should submit the duly notarized Power of Attorney, issued by the competent authority in favour of the signatory of the bid in the stamp paper of appropriate value as per the Stamp Act
4	The Bidder should have experience, during the preceding three financial years, in supplying, installing and maintaining, or providing on lease and maintaining, at least one CT Scan machine of the required configuration or higher in India for any Government or Private Organisation/Hospital. Purchase order copies/lease agreement copies/satisfactory work ongoing/completion reports from client in support has to be submitted. Bidders quoting as an authorized dealer should have experience on its own or their OEM shall have successfully Supplied and installed the Similar Equipment. In case experience is shown through OEM, the contractual obligations shall be applicable to both the Dealer and the OEM. Accordingly, a written concurrence from the OEM confirming its acceptance of and commitment to comply with the contractual obligations shall be submitted along with the bid.
5	The Bidder should have executed projects of similar nature for (either a) supply, installation, commissioning or **b)** deployment and maintaining) of same or similar category items during preceding 3 financial years (i.e. current year and three previous financial years) as on last date of submission of bid, as per following criteria. 1. Three similar completed services costing not less than the amount equal to 40% (Rs. 1.55 crores) of the estimated cost; or 2. Two similar completed services costing not less than the amount equal to 50% (Rs. 1.95 crores) of the estimated cost; or 3. One similar completed service costing not less than the amount equal to 80% (Rs. 3.10 crores) of the estimated cost. **Copies of work orders/satisfactory work completion reports** issued by the Client/Authority concerned shall be submitted as proof of the same. Bidders quoting as an authorized agent/dealer should have experience on its own or their OEM shall have successfully Supplied and installed the Similar Equipment
6	**The average annual turnover for the last three financial years, (2023-24, 2024-25, 2025-26)** of the bidder should not be is not less than Rs. 1.95 Crores. The duly filled Financial Statement certified by a chartered accountant as **per item no. 1 in Section G** is to be attached
Note	Enclose **audited Balance sheets, Profit & Loss Statements, and IT return** statements certified by

	a Chartered Accountant as proof of financial status.
7	Product brochure literature, write up etc detailing all technical and other aspects of the model of the equipment being offered .
8	Dully filled Performance Statement as per **item no.2 of Section G**
9	Dully filled Category Details of Organization (MSE) as per **item no.3** of **Section G.**
10	Dully filled Self-Declaration – Make in India Preference as per **item no. 4 of Section G.**
11	Dully filled Self-Declaration -Compliance to Rule 144(XI) of the GFR 2017 as per **item no. 5 of Section G**
12	Dully filled Requisition form for E-payment as per item **no. 6 of Section G**
13	Supplier/Firm/Company should not have been blacklisted by the Govt./or the registering authority during last five years as on date bid submission. If NO, the duly signed declaration form as per **item no-7 of Section- G** is to be attached
Note	i. The bidder will be disqualified if they have any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion including ongoing works. ii. If the order is terminated in the last one year, their bid will be treated as non-responsive iii. Self-Certificate: Non-Black Listing Certificate of no-blacklist in any firms in bidders letterhead
14	Duly Signed NO DEVIATION CERTFICATE as per **item no-8 of Section -G** to be attached
15	Duly Signed ACCEPTANCE FORM as per **item no-9 of Section -G** to be attached
16	Duly filled Make, Model & HSN code of equipment as per **Item No.10 of Section –G**
17	Duly filled Quality Control Requirements as per **item No.11 of Section –G**
18	Dully Filled Technical Specification Compliance Sheet **Section N** to be attached
19	Duly filled Check List sheet **Section O** to be attached
20	General information of the Manufacturer / Supplier as per **Section P** to be attached
21	Dully filled Pre Contract Integrity pact as per of **Section – Q** to be attached

c) Financial Bid: The Financial e-Bid through GEM portal.

The bidder shall submit the Financial Bid/Price Bid online through the GeM Portal in the prescribed format and quote the rates against the respective items/services as specified in the bid. The bidder shall ensure that all applicable taxes, duties, levies and other charges are included/disclosed as required in the GeM bid. Financial bids submitted through any mode other than the GeM Portal shall not be accepted. The bidder shall not alter or modify the prescribed price format or conditions of the bid. Evaluation of the Financial Bid shall be carried out based on the prices quoted on the GeM Portal and in accordance with the applicable GeM provisions and bid conditions.

The bidder shall fill the individual rates of all the items in the given formaat. Partial bidding is not allowed. Further, bidder has to provide rates for CAMC as per the format in BOQ. However, it will not be considered for L1 evaluation,. The bidders have to upload the file in GEM Portal as part of BOQ/PDF/MS Excel format.

13. DEADLINE FOR SUBMISSION OF BIDS

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

14. TENDER VALIDITY

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

14.2. In exceptional circumstances, prior to expiry of the original tender validity period, the tendering

authority may request the participants to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by email. A participant may refuse the request without forfeiting its bid security (if applicable). A participant agreeing to the request will not be required or permitted to modify its tender but will be required to extend the validity of its bid security (if applicable) for the period of the extension.

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

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

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

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

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

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

16. CONTACTING HLL

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

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

17. BID OPENING AND EVALUATION

17.1. **Bid Opening**

The bids shall be opened electronically through the Government e-Marketplace (GeM) Portal on the date and time specified in the Bid Document/GeM Portal. The opening and evaluation of bids shall be carried out by HLL through the GeM Portal in accordance with the applicable GeM General Terms and Conditions (GTC), Bid Specific Terms and Conditions and Buyer Added Bid Specific Terms and Conditions, as applicable. Since the entire bidding process is conducted electronically through the GeM Portal, physical presence of the bidders or their authorized representatives at the time of bid opening shall not be required.

17.2. **Bid Opening and Evaluation Process**

The bids shall be opened and evaluated through the GeM Portal in the following stages:

a) Technical Bid

The Technical Bids shall be opened electronically on the GeM Portal as per the schedule specified therein. The documents, credentials, eligibility criteria, technical specifications and other requirements submitted by the bidders shall be scrutinized by HLL.

Where any clarification or additional information/document is considered necessary during technical evaluation, HLL may seek such clarification/document from the concerned bidder

through the GeM Portal/email. The bidder shall submit the required clarification/document within the time stipulated by HLL/GeM Portal. Failure to submit the required clarification within the stipulated time may result in rejection of the bid.

The status/result of technical evaluation shall be communicated/displayed through the GeM Portal.

b) Financial Bid

The Financial Bids of only those bidders who are declared technically qualified shall be opened/evaluated electronically through the GeM Portal. Financial evaluation shall be carried out in accordance with the conditions stipulated in the Bid Document and the applicable GeM provisions.

Where the tender requires the bidder to quote for the complete scope of work/all mandatory items, only bids complying with such requirement shall be considered for financial evaluation. The date/time of financial bid opening/evaluation and subsequent bid status shall be governed by and communicated through the GeM Portal.

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 HLL during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidder's bid.

19. CLARIFICATION OF BIDS

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

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

20. EXAMINATION OF BIDS, AND DETERMINATION OF RESPONSIVENESS

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

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

A material deviation or reservation is one: -

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

presenting substantially responsive Bids.

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

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

21. NEGOTIATION ON BIDS

21.1. Negotiation, if considered necessary in exceptional circumstances, shall be undertaken only with L1 in accordance with extant applicable guidelines

22. AWARD OF CONTRACT

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

22.2. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the security deposit, or acceptance of LOI/ Work order within the specified time limit, appropriate action as per statutory rules will be initiated against boidder. In such cases, the work shall be re-tendered.

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

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

22.5. Notification of Award (NOA) and Order Acceptance

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

23. GOVERNING LANGUAGE

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

24. TERMINATION

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

24.2. **Termination for default**

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 Supplier, terminate the contract in whole or in part, if the Supplier fails to execute works or perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the HLL

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

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

24.3. **Termination for insolvency**

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

25. COURT JURISDICTION:

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

26. INDEMNITY

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

27. LICENSE AND PERMITS

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

28. EMPLOYEES OF HLL NOT INDIVIDUALLY LIABLE

28.1. No Director or official or employee of HLL shall in any way be personally bound or liable for the acts or obligations of HLL under the contract/empanelment or answerable for any default or omission in the observance or performance of the acts, matters or things which are herein contained. The Bidder shall not be entitled to any increase on the scheduled rates or any other rights or claims whatsoever by reason of any representation, explanation, statement or alleged understanding, promise or guarantees given or to have been given to him by any person.

29. INTEGRITY PACT

29.1. Pre-Contract Integrity Pact and Independent External Monitor

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

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integrity pact clauses. Tenders submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

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

Email id: iemhll@lifecarehll.com

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

30.1. Any participant from a country which shares a land border with India will be eligible to TENDER in this tender only if the participant is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of GFR) inclusive of the latest amendments issued by Ministry of Finance, GOI at Appendix of this tendering document. The participant must comply with all provisions mentioned in this order. A self-declaration (as per format provided in Section-G) with respect to this order must be submitted.

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

SECTION - C

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Use of contract documents and information

2.1. The supplier shall not, without the 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 supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

2.2. Further, the supplier shall not, without the HLL's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.

2.3. Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the HLL and, if advised by the HLL, all copies of all such documents shall be returned to the HLL on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

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

4. Country of Origin

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

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

5. Performance Security

5.1. Simultaneously with the execution of the contract successful bidder shall furnish a Security deposit in the form of a Demand Draft from a scheduled bank drawn in favour of HLL Lifecare Limited, Thiruvananthapuram payable at Thiruvananthapuram or a Bank from a scheduled bank, for an amount equal to 3% of the total price on the value of the contract (3% of total lease amount for 5 years i.e. lease rate/month x 12 months x 5 years) as Security Deposit for his faithful execution of the contract.

5.2. Within Fifteen (15) days from date of the issue of notification of award by the HLL, the supplier, shall furnish a Security deposit in the form of a Demand Draft from a scheduled bank drawn in favour of HLL Lifecare Limited, Thiruvananthapuram payable at Thiruvananthapuram or a Bank Guarantee from a scheduled bank, for an amount equal to 3% of the total price on the value of the contract (3% of total lease amount for 5 years i.e. lease rate/month x 12 months x 5 years) as

Security Deposit for his faithful execution of the contract., Bank Guarantee must be valid up to 6 (SIX) Months after the date of completion of all contractual obligations by the supplier, including the warranty obligations. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to Six Months beyond contractual obligations.

5.3. The HLL will release the Performance Security without any interest to the supplier on completion of all the supplier's contractual obligations including the warranty obligations, extension of time (with or without Liquidated Damages).

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

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

5.6. In the event of any amendment issued to the contract, the Supplier shall, within Seven (7) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

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

6. Technical Specifications and Standards

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

7. Packing and Marking

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

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

7.3. Packing instructions:

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

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

f. supplier's name and address

8. Inspection, Testing and Quality Control

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

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

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

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

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

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

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

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

8.9. HLL reserves right to inspect the similar installations/works done by Supplier. Supplier will

facilitate the same. For details of final inspection please refer section C, General conditions of Contract.

9. Terms of Delivery

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

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

10. Transportation of Goods

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

11. Insurance:

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

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

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

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

12. Spare parts

12.1. The Selected bidder must arrange and made available the required spare parts for the deployed machines as and when required and ensure the uptime as per this document.

13. Incidental services

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

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

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

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

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

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

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

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

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

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

(x) Comprehensive maintenance of the deployed equipment to ensure the uptime as per this document.

(xi) Make alternate arrangements incase of breakdown period exceeds the time limit as mentioned in this document.

14. Work Completion Period

14.1. Works related to supply installation and commissioning shall be completed by the Supplier within 90 days from date of issue of notification of award.

15. Assignment

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

16. Sub Contracts

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

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

17. Modification of Contract

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

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

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

18. Prices

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

19. Taxes and Duties

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

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

20. Delay in the Supplier 's performance

20.1. The Supplier shall complete the installation works under the contract within the time schedule specified by the HLL and as incorporated in the contract.

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

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

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

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

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

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

(c) But nevertheless, 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 completion stipulated in the contract.

21. Liquidated damages

21.1. If the Supplier fails to complete the deployment 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 first month lease price, as liquidated damages, a sum equivalent to 0.50% 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 works or total performance of the Supplier , whichever is higher. Once the maximum is reached by the HLL may consider termination of the contract.

22. Force Majeure

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

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

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

23. Termination for convenience

23.1. The HLL reserves the right to terminate the contract, in whole or in part for its (HLL's) convenience, by serving 7 days written notice on the Supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the HLL. The notice shall also indicate interalia, the extent to which the Supplier 's performance under the contract is terminated, and the date with effect from which such termination will become effective.

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

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

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

24. Governing language

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

25. Notices

25.1. 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.

25.2. 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.

26. Arbitration

26.1. 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."

26.2. 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.

27. Applicable Law

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

Section -D
SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Terms and Mode of Payment

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

The invoice shall be addressed to:

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

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

1.3. The Supplier shall be paid the Monthly Lease Charges as finalized through this tender for CT equipment, inclusive of comprehensive maintenance, preventive maintenance, corrective maintenance, replacement of spare parts, software updates, calibration, quality assurance, labour, transportation, insurance, statutory compliances, taxes and all other obligations under the Contract, except GST, which shall be paid extra at the applicable rate.

1.4. Monthly lease charges shall become payable and lease period will be commenced only after the CT equipment has been successfully delivered, installed, commissioned, integrated with the Hospital/HLL systems (where applicable), all statutory approvals have been obtained, trial runs have been completed, and the equipment has been accepted by HLL/User Institution through a Installation and Commissioning Certificate.

1.5. No lease charges shall be payable for the period prior to successful commissioning and acceptance of the equipment as mentioned in 1.4 above.

1.6. The Supplier shall submit monthly invoices to HLL after completion of each calendar month of satisfactory service. Each invoice shall be accompanied by:

a. Suppliers' invoices against the monthly charges in accordance with the penalties and other recoveries.
b. Usage certificate from Authorised representative of HLL certifying compliance with uptime and penalties. Payment shall be released only after certification by the authorized representative of HLL/User Institution that:

   i. the CT equipment remained operational in accordance with the Contract;
   ii. the prescribed minimum uptime has been achieved;
   iii. all preventive maintenance and breakdown services due during the month have been satisfactorily completed;
   iv. no unresolved service deficiencies remain outstanding

1.7. HLL shall endeavor to release payment within **30 days** from the date of receipt of complete and undisputed invoice along with all supporting documents, subject to satisfactory performance under the Contract.

1.8. HLL shall be entitled to deduct the following from the monthly lease charges:

a. penalties for non-achievement of the prescribed uptime;
b. penalties for delayed response or delayed rectification of breakdowns;

c. recoveries towards services arranged through alternate agencies due to default of the Supplier;
d. statutory deductions including Tax Deducted at Source (TDS) and any other deductions as applicable under law; and
e. any other recoveries payable by the Supplier under the Contract.
f. Such deductions shall not relieve the Supplier from its contractual obligations.

1.9. Lease charges shall not be payable for any period during which the CT equipment remains non-functional beyond the permissible downtime specified in the Contract. Such period shall also attract applicable penalties in accordance with the Contract.

1.10. In the event of any dispute relating to an invoice, HLL may withhold only the disputed portion. The undisputed amount shall be processed for payment in accordance with the Contract.

1.11. Expiry or termination of the Contract shall not relieve the Supplier from rectifying any outstanding defects, settling recoveries or fulfilling obligations accrued up to the date of termination. Final payment, if any, shall be made only after adjustment of all recoveries and certification of completion by HLL.

1.12. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

1.13. The payment shall be made in the currency / currencies authorised in the contract.

1.14. The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.

1.15. While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

1.16. While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) from the HLL, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the HLL forthwith. .

2. Equipment Uptime and Downtime Penalty

2.1. Uptime Requirement

The Supplier shall maintain a minimum uptime of 95% for the CT System during each calendar month, calculated on a 24 hours × 7 days × 365 days basis.

The monthly uptime shall be calculated as follows:

Uptime (%) = [(Total Hours in the Month – Downtime Hours) ÷ Total Hours in the Month] × 100

The following shall not be treated as downtime:

- Scheduled preventive maintenance approved in advance by HLL;
- Downtime attributable solely to failure of electrical supply, HVAC, civil infrastructure or other utilities not attributable to the Supplier;
- Downtime arising from Force Majeure events.

In addition to the above monthly uptime requirement, the cumulative downtime during any Contract Year shall not exceed 30 (thirty) days, and downtime on any single occasion shall not

exceed 12 (twelve) consecutive days. Compliance with the annual downtime limit shall not dilute the monthly uptime requirement, and the more stringent requirement shall prevail.

2.2. Downtime

Downtime shall commence from the time the breakdown is reported to the Supplier through telephone, e-mail, online complaint portal or any other mode of communication approved by HLL and shall continue until the CT System is fully restored to operational condition and its restoration is certified by the HLL.

For the purpose of calculation of downtime penalty, downtime shall be measured in hours. Where penalties are calculated on a daily basis, every completed period of 24 hours of downtime, or proportion thereof, shall be reckoned on a pro-rata basis

2.3. Penalty for Downtime

Where the monthly uptime falls below 95%, HLL shall recover from the monthly Lease Charges a downtime penalty calculated as follows:

Downtime Penalty = Rs:1500/- × (The average number of CT scans performed per day during the preceding calendar month, or the average number of CT scans performed per day during the first month, whichever is higher.)× (Downtime expressed in days on a pro-rata basis).

(For the first month of operation, the average number of CT scans shall be deemed to be 20 scans per day.)

In addition to the above, following penalties shall be applicable:

a. Annual Downtime:

If the cumulative downtime exceeds 30 days in any contract year, an additional penalty of ₹5000 per day shall be levied for each day beyond the permissible annual downtime.

b. Failure to Provide Alternative Arrangements:

If the CT System remains non-functional for more than continuous 72 hours and the Supplier fails to provide alternative arrangements acceptable to HLL (such as deployment of an equivalent replacement CT System or referral arrangements approved by HLL), an additional penalty of ₹15,000 per day shall be levied for each day beyond the initial 72 hours (subject to a maximum of 50% of the Monthly Lease Charges for the relevant billing month) until such alternative arrangements are made or the CT System is restored.

c. Delay in Attending Breakdown

The Supplier shall ensure that a qualified service engineer responds to every breakdown complaint within 6 (six) hours from the time of reporting. Failure to do so shall attract an additional penalty of ₹1,000 per hour or part thereof until the service engineer reaches the site.

d. Extended Continuous Downtime:

If the downtime on any single occasion exceeds 12 consecutive days due to reasons attributable to the Supplier, HLL shall have the right to terminate the Contract after issuing a notice to the Supplier.

The above penalties shall be without prejudice to any other contractual rights and remedies available to HLL.

2.4. Replacement Equipment

If the CT System remains non-functional for more than 21 (Twenty one) consecutive calendar days, the Supplier shall, at its own cost and risk, deploy an CT System of equivalent or higher specifications until the original equipment is restored.

Failure to provide such replacement equipment within the above period shall entitle HLL to procure equivalent services from an alternate source at the sole risk and cost of the Supplier. Any expenditure incurred by HLL in this regard shall be recoverable from the Supplier in addition to the penalties provided under this Contract.

In such an event, the successful bidder who has installed the existing CT machine shall provide its unconditional cooperation and consent to HLL for the installation and commissioning of another CT machine at the facility through HLL or its nominated agency. The Supplier shall also, immediately upon receipt of intimation from HLL, initiate and complete all necessary formalities with the AERB for decommissioning and removal of the defective CT machine, without any delay whatsoever, including a delay of even one day. The Supplier shall not raise any objection or claim arising from the installation and commissioning of the replacement CT machine by HLL or its nominated agency.

Any expenditure incurred by HLL in this regard shall be recoverable from the Supplier in addition to the penalties provided under this Contract.

The period of non-functionality or non-availability of CT scan services shall be reckoned from the date on which the existing CT machine becomes defective/non-functional and shall continue until the date of commencement of operations of the replacement of CT machine. The entire period shall be considered for the purpose of calculating the applicable penalty, and the Bidder shall be liable for such penalty in accordance with the terms and conditions of the Agreement.

2.5. Chronic Non-Performance

The following shall constitute a material breach of the Contract:

a) Monthly uptime falling below 90% for two consecutive months;

b) Monthly uptime falling below 95% during three months in any rolling twelve-month period;

c) Cumulative downtime exceeding 30 days in any Contract Year;

d) Failure to deploy replacement equipment as required under Clause 22.6; or

e) Continuous downtime exceeding 12 consecutive days for reasons attributable to the Supplier.

Upon occurrence of any of the above events, HLL may, after giving the Supplier an opportunity to be heard, terminate the Contract, forfeit the Performance Security and recover all additional costs incurred in arranging alternate services.

2.6. No Waiver

Recovery of penalties under this Clause shall not relieve the Supplier of its obligation to restore the CT System, maintain the prescribed service levels or discharge any other obligations under the Contract. Recovery of penalties shall also be without prejudice to HLL's right to recover damages or invoke any other contractual remedy available under the Contract.

3. LEASE PERIOD MAINTENANCE, WARRANTY AND SERVICE OBLIGATIONS

The Bidder should offer the CT Scan facility (ready to use) on lease for a minimum period of 5 years (or as extended for another period as mutually agreed between HLL and its client) commencing from the date of successful installation, commissioning, receipt of all applicable approvals, and acceptance Certificate as detailed in this document. Any extension to lease period shall be subject to the satisfactory performance of the Selected Bidder. HLL shall periodically review and evaluate the performance of the Service Provider to ensure satisfactory compliance with and conformance to all contractual obligations, service standards, and performance parameters stipulated under the NOA/Contract. Any extension

shall be considered only upon satisfactory performance as assessed by HLL.

The lease period shall be co-terminus with the term of engagement between HLL and its Client. Accordingly, the lease shall automatically terminate simultaneously upon termination or expiry of the engagement between HLL and its Client, irrespective of the remaining lease period, and the Service Provider shall have no claim for compensation on this account.

General terms are as below

a) The Supplier shall deploy a new CT machine or an CT machine not more than five (5) years old as on the date of installation and commissioning at the designated site. The Supplier shall ensure that the equipment is free from defects in design, materials and workmanship and is fully compliant with the technical specifications and applicable statutory requirements throughout the lease period.

b) The Supplier shall remain solely responsible for the operation, maintenance, servicing, repair and upkeep of the CT system throughout the lease period. The monthly lease charges shall be deemed to include the cost of all maintenance services, labour, replacement of spare parts, consumables tools, software support, transportation and all other expenses necessary for uninterrupted functioning of the equipment.

c) The Supplier shall provide Comprehensive Maintenance Services throughout the lease period. No separate Annual Maintenance Contract (AMC) or Comprehensive Annual Maintenance Contract (CAMC) shall be applicable or payable during the currency of the lease agreement.

d) The Supplier shall undertake preventive maintenance strictly in accordance with the recommendations of the Original Equipment Manufacturer (OEM), but not less than once every three (3) months or at such higher frequency as prescribed by the OEM. Preventive maintenance shall be scheduled in consultation with HLL so as to minimize disruption of clinical services.

e) The Supplier shall attend any number of breakdown calls during the lease period without any additional cost to HLL. During every preventive maintenance visit or breakdown service, the Supplier shall submit a Service Report duly signed by the authorized representative of HLL/User Institution.

f) Upon receipt of a breakdown complaint, the Supplier shall respond within six (6) hours on a 24 hours × 7 days × 365 days basis and shall immediately commence corrective action.

g) All breakdowns shall be rectified at site within the timelines specified in the Special Conditions of Contract. Where rectification cannot be completed within the stipulated period, the Supplier shall, at its own cost and risk, provide a suitable replacement CT machine of equivalent or higher specifications so that clinical services remain uninterrupted until the original equipment is restored.

h) The Supplier shall replace, without any additional cost to HLL, any defective or worn-out component, spare part or accessory required for proper functioning of the CT system. All replaced components shall become the property of the Supplier.

i) The Supplier shall maintain a minimum equipment uptime of 95%, calculated on a 24 hours × 7 days × 365 days basis throughout the lease period. Downtime attributable to preventive maintenance approved by HLL shall not be considered for uptime calculation.

j) If the Supplier fails to restore the equipment within the stipulated time or fails to maintain the prescribed uptime, HLL shall be entitled, without prejudice to any other contractual remedies, to:

- levy penalties as specified in the Contract;
- recover proportionate lease charges corresponding to the downtime;
- arrange repairs or replacement through any other agency at the risk and cost of the Supplier; and/or
- terminate the contract for persistent default.

SECTION E

LIST OF REQUIREMENTS

Part I: Scope of Supply/Services

Scope of supply/services includes Supply, Installation and Commissioning of **CT Scan Machine (16 Slice)** at Hindlabs at Government Taluk hospital Fort Kochi on lease basis, Kerala as detailed below.

S.No	Details
1	Supply, Installation and Commissioning of 16 Slice CT Scan Machine at Hindlabs at Government Taluk hospital Fort Kochi, Kerala on lease basis.
2	Related turnkey works as detailed in technical specifications
3	Comprehensive Annual Maintenance Service for 5 years

Part II: Scope of Incidental Services:

Installation & Commissioning, Turnkey works, Supervision, Demonstration, Trial run and Training of the Radiographers and Radiologist the software available and the usage of various application loaded in the machine, Site Modification Work and Related Turnkey works as per details in Technical Specification etc. as specified in List or Requirements/Scope

Part III:
Required Terms of Delivery and Destination:

Delivery, installation and commissioning and trail run of the equipment to the satisfaction of HLL must be completed within 90 days from date of Notification of Award. The date of delivery will be the date of delivery at HLL's site. Tenderers may quote earliest delivery period. Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site or within 45 days of handing over the site for installation, whichever is later. For delayed delivery and/ or installation and commissioning liquidated damages will get applied as detailed in this document.

Location of Delivery/Work	Government Taluk hospital Fort Kochi, Kerala

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

Destination/Consignee details: Details of Consignee is given in Section-M.

SECTION F

Scope of work and Technical Specification

A. *Scope of Work and Services of the bidder*

1. The successful bidder ("Supplier") shall supply, transport, install, test, commission and maintain a complete 16 Slice CT Scan System on lease basis at the designated location, complete in all respects and ready for clinical use.
2. The scope shall include, but not be limited to provision of:
   a. CT Scanner complete with all standard and optional accessories specified in the Technical Specifications.
   b. Coils, workstation, injector, patient handling system, UPS, monitoring systems and all ancillary equipment required for operation.
   c. Supply and installation of all cables, connectors, accessories, mounting hardware and other items necessary for successful commissioning.
   d. All software licenses, operating software, application packages and future software updates/upgrades released during the lease period at no additional cost.
   e. Complete documentation, manuals and licences.
   f. Turnkey Works : The Supplier shall execute all turnkey works required for successful installation and commissioning of the CT system, including but not limited to:
      - Civil modifications (As per the site requirements)
      - Interior finishing
      - Electrical works
      - HVAC and ventilation
      - Flooring
      - False ceiling
      - Fire detection and fire protection systems
      - Medical gas modifications (if required)
      - Patient warning systems
      - Radiation and CT safety signage
      - Earthing and lightning protection
      - Lighting
      - Control room
      - Equipment room
      - Patient preparation area (where applicable)
      - Access arrangements for equipment installation

      All turnkey works shall conform to applicable BIS standards, NBC, electrical safety regulations and other applicable statutory requirements.
   g. Installation and Commissioning : The Supplier shall:
      - transport the equipment to site;

- unload, position and install the equipment;
- perform calibration;
- carry out site acceptance testing;
- conduct trial runs;
- commission the CT system by obtaining Operating license from AERB; and
- obtain written acceptance from HLL.

The CT system shall be supplied as a fully functional "Ready-to-Use" facility.

h. Comprehensive Maintenance: The Supplier shall provide Comprehensive Maintenance Services for the entire lease period of five (5) years to ensure uptime of the equipment as detailed in this document, including:

- preventive maintenance;
- breakdown maintenance;
- emergency maintenance;
- replacement of defective spare parts;
- software updates and upgrades;
- calibration;
- quality assurance testing;; and
- maintenance of all ancillary equipment including, UPS, HVAC, and associated systems.

No separate charges shall be payable for maintenance during the lease period.

i. Power Backup: Full system UPS

j. The supplier shall ensure that application specialist training shall be arranged either from OEM or OEM approved agencies for minimum period 3-4 weeks.

k. Training: The Supplier shall provide comprehensive training to HLL personnel covering:

- The applications loaded with the system
- Features of the Software available
- operation of the CT system;
- safety procedures;
- emergency shutdown;
- routine quality checks;
- first-level troubleshooting.

Training shall be conducted before commissioning and repeated whenever major software upgrades are implemented.

l. Documentation : The Supplier shall provide:

- Operating Manuals
- Service Manuals
- Maintenance Manuals
- Installation Drawings

- Electrical Drawings
- Civil Drawings
- Equipment Layout Drawings
- Load Distribution Details
- Test Certificates
- Factory Inspection Reports
- Warranty/Guarantee Certificates
- Calibration Certificates
- Software License Certificates
- Spare Parts Catalogue
- Recommended Preventive Maintenance Schedule
- Any other documents required by HLL.

3. Insurance

The Supplier shall, at its own cost, maintain adequate insurance throughout the lease period including:

- Equipment Insurance
- Transit Insurance
- Installation All Risk Insurance
- Third Party Liability Insurance
- Workmen Compensation Insurance

until expiry of the lease period.

4. Safety

The Supplier shall comply with all applicable safety laws, regulations, codes and standards during execution of the work. The Supplier shall provide appropriate personal protective equipment (PPE) to all personnel deployed at the site, ensure the safe execution of all installation and turnkey works, and take all necessary precautions to safeguard patients, hospital staff, visitors and hospital property. Any damage caused to the hospital premises or HLL property during the execution of the work shall be promptly repaired or restored by the Supplier at its own cost to the satisfaction of HLL. The Supplier shall also maintain the work site in a clean, orderly and safe condition throughout the execution period and ensure that all debris and waste generated during the work are removed and disposed of in accordance with applicable regulations

5. Statutory Compliance

The Supplier shall obtain or facilitate all approvals, clearances, certifications and statutory compliances required for installation and operation of the CT Scan facility, including compliance with applicable regulations issued by Central Government, State Government, AERB, Electricity Authorities, Fire Authorities and other competent authorities.

The Supplier shall ensure that the CT installation complies with the latest applicable Medical Imaging Standards and all applicable safety norms as applicable in our country.

6. Quality of Work

All workmanship and materials shall conform to relevant Indian Standards and manufacturer recommendations. Any defective work identified by HLL shall be rectified by the Supplier at its own cost within the period specified by HLL.

7. Drawings and Approvals

Before commencement of turnkey works, the Supplier shall submit detailed layout drawings, electrical drawings, HVAC drawings and other relevant plans for approval by HLL. No work shall commence until such approval is obtained.

The Supplier shall submit a detailed implementation schedule and periodically furnish progress reports as required by HLL until successful commissioning

8. Equipment Uptime

The Supplier shall ensure a minimum monthly uptime of 95% for the CT system, calculated on a 24 × 7 × 365 basis, excluding scheduled preventive maintenance approved by HLL. Downtime attributable to the Supplier shall attract penalties as specified in this document.

9. Standby Equipment / Alternate Service

Where the CT system remains non-operational beyond the permissible downtime, the Supplier shall, at its own cost, either provide a standby CT system of equivalent or higher specifications or arrange CT investigations for HLL patients at an alternate facility acceptable to HLL, without any additional financial liability to HLL or the patients as detailed in this document.

10. Preventive Maintenance

The Supplier shall undertake preventive maintenance strictly in accordance with the OEM's recommended maintenance schedule. Preventive maintenance shall be planned in consultation with HLL and shall, as far as practicable, be carried out during non-operational hours to minimise disruption of services.

11. Software Updates and Technology Upgrades

The Supplier shall provide, without additional cost, all OEM-released software updates, security patches, firmware upgrades and application enhancements during the lease period. Any mandatory hardware upgrades required to maintain compatibility with such software shall also be provided by the Supplier.

12. Spare Parts Availability

The Supplier shall maintain an adequate inventory of genuine OEM spare parts, consumables and accessories to ensure uninterrupted operation of the CT system throughout the lease period. Refurbished or non-OEM parts shall not be used without prior written approval of HLL.

13. Acceptance Testing

Lease rental shall commence only after successful installation, commissioning and completion of Site Acceptance Tests (SAT), performance verification and formal acceptance of the CT facility by HLL.

14. Compliance with CT Safety Standards

The Supplier shall ensure that the CT equipment and installation comply with all applicable AERB regulations, OEM guidelines and statutory requirements, including approved room layout, adequate radiation shielding, controlled access, warning signage and lights, proper earthing, fire safety, radiation protection survey, quality assurance testing and all necessary registrations, licences and approvals before commencement of operations.

15. Performance Reports

The Supplier shall submit monthly service reports detailing preventive maintenance undertaken, breakdown history, uptime achieved, downtime analysis, replacement of spare parts, and corrective actions taken.

16. Replacement of Equipment

If the CT system repeatedly fails to achieve the prescribed uptime or suffers recurring major failures affecting clinical operations, HLL shall have the right to require replacement of the equipment with an equivalent or superior CT system at no additional cost.

17. OEM Support

The Supplier shall ensure uninterrupted OEM support throughout the lease period. The OEM shall continue to provide technical support, spare parts, software support and service backup for the supplied CT system for the entire duration of the contract.

18. End-of-Lease Obligations

Upon expiry or termination of the lease, the Supplier shall, at its own cost, dismantle and remove the CT system and all associated equipment, restore the site to its original condition (normal wear and tear excepted), and hand over the premises to HLL within the period specified in the Agreement, unless the lease is extended or the equipment is otherwise transferred as agreed.

19. Obsolescence Management

The Supplier shall ensure that the supplied CT system remains fully supported by the OEM throughout the lease period. If any component becomes obsolete or unsupported during the contract period, the Supplier shall replace or upgrade the same with an equivalent or superior component at no additional cost to HLL.

20. Warranty on Turnkey Works

The Supplier shall warrant all civil, electrical, HVAC, shielding and other turnkey works against defects in material and workmanship for a minimum period of twelve (12) months from the date of commissioning and shall rectify any defects observed during this period at its own cost.

21. Environmental and Waste Disposal

The Supplier shall comply with all applicable environmental laws and shall safely dispose of packaging materials, replaced components, oils, batteries and other waste generated during installation and maintenance activities in accordance with statutory requirements.

22. Service Logbook

The Supplier shall maintain a service logbook, both in physical and electronic form, recording all preventive maintenance, breakdown calls, repairs, spare part replacements, software updates, calibration activities and service engineer visits. The logbook shall be available for inspection by HLL at all times.

23. LEASE RENT

The Lease Rent for the CT Scan facility as per specification mentioned in shall be quoted in the Format given and the quoted rate should be inclusive of all applicable taxes & duties and should be firm without any escalation, till the Contract is completely executed.

24. OTHER OBLIGATIONS

a) The Supplier shall undertake, at its own cost, all mandatory calibration, quality assurance tests, performance verification, safety checks and preventive inspections immediately after installation and thereafter at the intervals prescribed by the OEM, statutory authorities or whenever required by HLL.

b) The Supplier shall obtain and maintain all statutory approvals, licences and certifications required for installation, operation and maintenance of the CT equipment throughout the lease period.

c) The Supplier shall provide annual calibration of the CT equipment through an authorized agency and submit valid calibration certificates to HLL.

d) The Supplier shall ensure that the comprehensive maintenance service includes, but is not limited to:

- Preventive maintenance visits as prescribed by the OEM.
- Unlimited breakdown maintenance visits.
- Testing, calibration and quality assurance.
- Labour charges.
- Replacement of all spare parts without limitation, including X-ray tube, high-voltage generator, detector assembly, detector electronics, data acquisition system (DAS), gantry components, slip ring assembly, patient table and table drive mechanism, power supplies, workstation components, monitors, UPS batteries, air-conditioning units supplied as part of the system, stabilizers, computers, pressure injectors, networking hardware, image reconstruction hardware and software, ECG gating accessories (where applicable), laser positioning system, all cables, connectors, and all accessories supplied with the CT system. The Supplier shall replace any defective or worn-out component with new or OEM-certified replacement parts at no additional cost to HLL throughout the contract period.
- Firmware updates and software upgrades released by the OEM.
- Remote diagnostics and technical support wherever available.

e) There shall be no exclusion of maintenance coverage for any spare part or component other than consumables specifically identified by the OEM as single-use consumables. Any preventive maintenance kit recommended by the OEM shall be replaced by the Supplier at no additional cost during the lease period.

f) All software upgrades, firmware updates, cybersecurity patches and OEM-recommended enhancements released during the lease period shall be supplied and installed by the Supplier without any additional cost to HLL.

g) The Supplier shall continue to provide all maintenance and support services under the same terms and conditions in the event HLL relocates the CT equipment to another site within the same State or such other location as may be specified in the Contract, subject to mutually agreed logistical arrangements where relocation is initiated by HLL.

h) The Supplier shall maintain adequate inventory of critical spare parts and qualified service personnel within India to ensure timely restoration of services and compliance with the response and uptime requirements under the Contract

25. The facility offered should be complete with all accessories, supporting equipment such UPS, necessary facilities for continuous round the clock production operations (24 hrs in 3-shifts/day) in a Year to meet the capacity as per HLL requirement.

26. The work should be carried out without causing any inconvenience to the public and shall ensure that no damages are caused to the existing site premises.

27. All Materials, Equipment's/ Tools required for the work should be arranged by the contractor and brought to site for the timely completion of the work.

28. The materials used shall be as per specification and of good quality.

29. The Supplier has to arrange necessary insurance coverage for the machine, workmen etc. deployed by him. He shall arrange all safety measures to protect his workmen and also the properties of HLL/Hospital. The work site safety of all employees, their ESI, PF etc will have to be borne by the Supplier.

30. The work should be carried out in truly professional manner, neatly finished with proper line, level and plumb. Cleanliness and finishing of the job is of utmost importance. Hence the job should be done most carefully with best workmanship. For all finishing jobs samples should be approved from the Purchaser/Owner before completely executing the work.

31. The HLL should be immediately informed for any discrepancy in drawings, specifications and instructions in the execution of job before actual execution of particular item having discrepancy.

32. Any item found to be having been executed with poor workmanship then the Supplier shall have to rectify /reconstruct the work as specified by Purchaser/Owner. No extra charge will be admissible in such case. If SUPPLIER fails to do so, the Purchaser/Owner reserved the right to rectify/reconstruct the work through some other agency at the expenses of Supplier.

33. The schedule of activities as submitted by the Supplier shall have to be strictly adhered to. Regular progress reports shall have to be submitted by the Supplier giving all details for monitoring of the schedule.

34. Special care is to be taken for cleanliness of the site. After the end of day's work, the site should be cleaned immediately.

35. The Supplier shall have to co-operate with the agencies executing other works in the same area.

36. While executing the work, the Supplier shall ensure safety and security of the property of the Purchaser/Owner so as to avoid theft etc.

37. SCOPE OF HLL

HLL shall:

a) Issue the Letter of Award and execute the Lease Agreement with the successful bidder.

b) Provide suitable built-up space within the Hospital premises for installation of the CT facility and an adjacent location for installation of the DG Set.

c) Facilitate access to the site and coordinate with the Hospital for execution of the turnkey works.

d) Operate and manage the CT facility after commissioning through its own manpower.

e) Arrange all operational manpower, consumables, films (if applicable), contrast media, patient management and day-to-day operation of the CT facility.

f) Bear the cost of electricity, water and diesel required for routine operation of the CT facility during the lease period, based on actual consumption.

g) Make lease rental payments in accordance with the terms of the Agreement.

B. *Technical Specifications for the equipment to be deployed - CT SCANNER 16 SLICE*

Operational Requirements

Spiral CT scanner system for high-resolution whole- body scanning. The equipment should be capable of generating / acquiring minimum16 slices per 360° rotation. The system must have latest iterative reconstruction technique in raw data space.

Technical Specifications

1. **Scan Time**
   a. The scan time for one gantry rotation of complete 360° rotation should be 0.8 Sec or less.

2. **Scanning Capability**
   a. Paediatric and infant base protocols shall be available based on the infant weight. 80 KV or less. Station must be offered.
   b. Real time contrast monitoring acquisition with auto scan initiation protocol on injector start
   c. High Contrast Resolution should be at least 15lp/cm for axial and spiral scan at 2 %MTF
   d. Low contrast resolution should be at least 3mm at 3%

3. **Gantry**
   a. Aperture of 70 cm or more
   b. Auto Positioning Lights
   c. Should have FOV of at least 43 cm or more.
   d. Physical / Digital Remote Gantry Tilt must be provided with Tilt ± 30

4. **Detectors**
   a. Data acquisition system capable of generating / acquiring 16 Slices or more per 360° rotation. Total coverage of the detectors must be 10 mm or more.

5. **Slice Thickness**
   a. 16 slice acquisition with minimum thickness of 0.80 mm or less
6. **Pitch Factor (Volume Pitch)**
   a. Should be variable between 0.6-1.5 or better and should be user selectable or automated. Specify all possible pitch selections.

7. **Scan Time and length in Spiral/ Helical Technique**
   a. Should be at least 120 sec continuous.

8. **X-Ray Generator**
   a. High Frequency type
   b. Power output : 32KW or higher Voltage Selection: 80-130 KV or wider
   c. Ma Range : 230mA or more (with incremental steps of 1mA)

9. **X-Ray Tube**
   a. Anode Heat Storage Capacity – Minimum of 3.5MHU or more
   b. Anode Heat Dissipation : Specify the minimum value in KW.

10. Patient Table

a. Carbon Fiber Table Top with Load carrying capacity 150 Kg with 1mm positioning accuracy.
b. Horizontal Table speed preferably 100mm/sec.
c. Metal free scan able range of 120 cm or more
d. Facility of positioning aid for horizontal Iso-centric positioning of the patient.
e. Elevating table.

11. Image Reconstruction

a. Reconstruction Field of View 43 cm or more
b. Reconstruction Matrix: 512 x 512.
c. Maximum reconstruction rate : 22 fps for filter back projection and 22 fps for iterative reconstruction or better.

12. Image Display

a. Image Area Matrix Dimension : 1024 x 1024

13. Image Reconstruction

a. Image reconstruction capability should be at least 10images/sec with simultaneous reconstruction facility.
b. Image Storage Capacity 500GB internal or more and 2 TB or more external SSD
c. System should have latest iterative reconstruction technique in raw data space.

14. Operator Console:

a. It should have 21” or more high resolution LCD monitor OR two 18" separate monitors.
b. The system should be user friendly with all functions menu driven. It should be modern user interface.
c. All functions including scanning image reconstruction, film documentation, archiving, transferring, MPR Angiography maximum intensity projection, 3D volume rendering, 3D SSD, CT Angio, CT Urography, vessel analysis, should be possible on console MIP, CT Angio software with quantitative vessel analysis must be provided.

15. Computer System & Image Processor

a. 64 Bit main CPU with at least 8GB RAM memory or better
b. High speed CPU with latest software should be provided.
c. Hard Disc of 1 TB or more and an additional external hard disk of 1 TB should be provided.
d. image storage in 512×512 matrix for storage of 150000 or more.
e. DVD/CD archive capacity with DICOM viewer software default.
f. Image Processor : Operating system shall be windows / Linux based
g. The image reconstruction time should be at least 10 images /sec or better for all types of acquisition modes including Cone Beam Correction, Neuro Imaging studies.

16. Software

a. Should have DICOM 3.0 compatibility
b. Volume rendering technique with axial cross reference imaging along with measurement tools on volume rendered image 3D, 3D small volume measurement package MIPs lab viewer.

17. Patient Communication System

a. An integrated intercom and Automated Patient Instruction System (API) should be provided.

18. Others

a. System should have PACS interface ready without any new hardware or software.
b. Fully DICOM 3.0 compliant including DICOM Modality worklist, with automatic procedure selection and Capability from HIS-RIS interface

19. Dose saving protocols

a. Latest dose saving protocols must be available

20. Accessories

a. Lead Glass of size100X150cm
b. Pressure Injector (300 psi) with 100 syringes
c. All patient positioning accessories including headrest

21. Standard & Safety

a. Should have CE issued by a notified body or FDA (US) certificate or BIS certificate and AERB type approval. The type approval certificate should be available before installation of the machine
b. Should have CDSCO approval.

22. Suitable full system UPS with sufficient rating for 15 minutes back up.

23. Light weight vinyl Lead Aprons of 0.5 mm lead equivalence with light weight thyroid shield and gonad shield – 2nos each

24. Apple Osirix MD, 2TB Hard disk & 8GB RAM with free lifetime updates and upgradability, with compatible operating system. Image storage up to 7 lakhs images. The system should be supported with archiving facility of USB & DVD in DICOM & in Non-Dicom format. Dedicated high end graphics card and 27" retina monitor

1.b. RELATED TURN KEY WORKS

	Turnkey Scope of Work – CT
Note:	The Supplier should inspect the proposed site for the CT Scanner and are required to submit the plan for the complete CT Scan area on a turnkey basis. The scope of work includes complete Civil work, Electrical, Plumbing, Furnishing, Air-conditioning and Fire fighting for the construction of CT Scan area.
	While preparing the plan, the following aspects have to be addressed.
1	Care should be taken to provide easy negotiation of the patient stretchers/ trolleys through corridors and doors.
2	Radiation shielding for doors, walls, windows etc.
3	Furniture like desk, chairs, shelves etc.

	High Back Chair foam type – 4 nos. Multiwood Shelves Overhead shelves in console
4	Air-conditioning shall be done in CT scan room, console room, and UPS room. Suitable Tonnage will be considered.
5	The CT SCAN area shall consist of the following rooms:
a.	CT Gantry Room
b.	Console room
c.	Equipment room (UPS)
d.	Passage
e.	8 Port Ethernet Switch with a Giga-Bit Speed
6	Civil work- Total Area 750 Square feet maximum
a)	Civil construction work including demolition of wall, strengthening of sidewall and leak proofing if any, ceiling under decking, plastering, flooring, false ceiling, painting as per the approved plan and equipment layout plan.
b)	Concrete bed at CT equipment area if required.
c)	Platform for unloading and shifting the CT should be provided if necessary.
d)	Cable tray, trench & channel – necessary trenches, cable tray and channels at required location would be provided.
e)	All the construction work to be done as per the final plan approved by the Consignee.
f)	Fixing lead glass, widening doors, building partition walls for UPS room
7	Flooring
a)	600 x 600 mm vitrified tiles with 100mm tile skirting to match in console room, UPS room and passage
b)	50 mm thick cement concrete flooring with Vinyl flooring in CT equipment UPS room.
8	Painting
	Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in console room, CT Gantry & UPS room, corridor, etc.
9	False Ceiling
	Acoustical tile for ceiling with light weight insulating material of high quality supported on grid or finished seamless with support above ceiling. Finished with white paint or powder coated with white paint, if metallic. Ceiling height to suit the equipment mount and clearances.
10	Plumbing work (if required)

a)	All water pipes and fittings shall be of high density polythene of approved and standard make. The gratings shall be brass chrome plated. All plumbing accessories should be of standard make.
b)	Hot water service to be provided if required.
11	Electrical work
a)	The supplier shall be required to specify the total load requirements for the CT scan including the load of air conditioning, room lighting and for the accessories if any. The supply line will be provided by the Institute up to one point within the CT Scan centre area in the UPS room. The distribution panel shall be provided by the vendor. Few lights in each room shall be connected to the UPS to provide emergency lighting.
b)	Wiring – All interior electrical wiring- with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. the wires shall be of copper of different capacity as per the load and should be renowned make.
c)	Switches light and power points should be of modular type and of standard make as listed below.
d)	Basic electrical works including lights, fans exhaust with Modular switch (10 Nos each in 5 areas) 5/15 power sockets Bulb points Fan/exhaust fan point Exhaust fans
e)	General lights – Mirror optical type 1X28 W or 2X28 W/CFL fittings 2X36, 3X36 W with electronic ballasts
f)	Earthing as required for the CT machine and accessories
12	CCTV and LAN Network
a)	CCTV with 16 Channel DVR with 8 camera and all accessories – 1 no
b)	LAN networks - Cat 6
13	AIR CONDITIONING:
a)	Ductable package air conditioners and split AC units may be used according to room requirement and suitability. Humidity control should be effective to eliminate moisture condensation on equipment surface. The Air conditioning should be designed with standby provision to function 24 hours a day. AC to be installed- 2 Ton- 3 nos. 1.5 ton- 3 nos. Stabilizers shall be provided for split AC.
b)	The outdoor units of AC should have grill coverings to prevent theft and damage.

c)	Ventilation is required in toilet.
14	Firefighting – adequate fire fighting and protective measures shall be provided as per rules and regulations Fire extinguisher CO2 – 2 nos. ABC & Electric fire extinguishers – 3 nos. Smoke detection
15	LED display Hoarding (medium size)
16	Stainless steel Patient Trolley – 1 no
17	Wheel Chair- 1 no

2. GENERAL POINTS:

A. Incidental and other Turn key works:

Turnkey works as indicated in the technical specification of the respective items, wherever required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with Center –In charge of HINDLABS concerned. Turnkey works details are given at the end of Technical Specification. The tenderer to quote prices indicating break-up of prices of the Machine and Turnkey works. Rates to be quoted in Indian Rupee. The taxes to be paid extra, are to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

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

Note 1: General:

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

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

SECTION G
FORMS AND DECLARATION

1. FINANCIAL STATEMENT

Name & Address of bidder:

Financial Year	**Annual Turnover (In Rs.)**
2023-2024	
2024-2025	
2025-2026	
Total annual turnover for the 3 financial years	
Average annual turnover for the 3 financial years	

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

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

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

2. PERFORMANCE STATEMENT

(For the period of last three years - **Attested by Chartered accountant**)

This is to certify that M/s …….. has successfully and satisfactorily completed the following assignments.

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

Date:

Signature and seal of the Bidder

Date:

Signature and seal of the CA

3. CATEGORY DETAILS OF ORGANIZATION

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

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

*The Udyam no of the bidder ……..

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

Date: Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

4. SELF DECLARATION – MAKE IN INDIA PREFERENCE

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

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

Seal and Signature of Authorized Signatory

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

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

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

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

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

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

AUTHORISED SIGNATURE: **DATE:**

Seal / Stamp of Bidder

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

6. REQUISITION FORM FOR E-PAYMENT

(In the company letter with sign & seal)

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

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

Name of Bidder

Place:__

Date:___

(Attach Scanned copy of Cancelled cheque of above bank)

7. SELF-DECLARATION NON BLACK LISTED

To,

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

Dear Sir,

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

Date: Signature:

Place:

Name:

Designation:

Seal:

8. NO DEVIATION CERTIFCATE

To

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

Subject: No Deviation Certificate for providing and maintaining 16 Slice CT Scan Machine on lease basis.

Tender Ref. No. HLL/HCS/Tender-GeM/2026-27/23 dated: 13.10.2026

Dear Sir,

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

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

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

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Name and seal of Bidder

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

9. ACCEPTANCE FORM

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

From

To

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

Tender Ref.No. HLL/HCS/Tender-GeM/2026-27/23 dated: 13.10.2026

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

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

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

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

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

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

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

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

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

Form-10

MAKE/MODEL/HSN CODE OF EQUIPMENTS

SL NO	Description	Qty (Nos/Set)	Make	Model	Year of manufacture (Documentary proof to be submitted)	HSN CODE
1	CT Scan Machine- 16 Slice					

Form-11
Quality Control Requirements

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

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

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

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

02 Plant and machinery details:

03 Manufacturing process details:

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

- a. normal
- b. maximum

05 Total annual turn-over (value in Rupees)

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

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

08 Details of staff
- a. technical
- b skilled
- c unskilled

Signature and seal of the Tenderer

Section-I

PRICE SCHEDULE

(In the letter of the company)

AS PER BOQ, TO BE UPLOADED IN GEM PORTAL

REFERENCE

Total lease amount for 5 years shall be offered in GeM as per price schedule. Selection of bidder will be based on the lowest lease amount quoted. Total lease amount for five-year period shall be calculated as follows

= Monthly lease amount x 12 x 5

NOTE: -

1. The Bidder shall quote the rate inclusive of GST in GeM. In addition, a detailed price breakup detailing monthly lease amount and GST shall be submitted separately in the prescribed format uploaded on GeM. In case of discrepancy between unit price and total prices, the unit price shall prevail.
2. The lease amount quoted by the Bidder shall be inclusive of all obligations under the Scope of Work, including but not limited to, CAMC, maintenance, servicing, consumables and all other associated costs and responsibilities specified in the tender.
3. Price to be uploaded in GEM in the same format (GEM BoQ) – Excel Upload Required in GEM / Finance Document
4. The bidders shall NOT QUOTE ANY PRICE along with TECHNICAL BID. The price shall only be quoted in GEM using the BoQ format
5. Payment will be subject to penalties and other deductions as detailed in this document. The uptime warranty will be 95 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in this document.

Business Address_____

Place: _____ **Signature of Bidder**_____

Date: _____ **Seal of the Bidder**_____

SECTION – J

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

BG.NO: .....

ISSUE DATE: .....

EXPIRY DATE:.....

To,

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

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

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

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

NOW THEREFORE:

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

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

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

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

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

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

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

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

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

10. **Notwithstanding anything contained hereinabove**:

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

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

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

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

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

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

.....

SECTION M

DELIVERY ADDRESS

Hindlabs
Government Taluk hospital

Fort Kochi Kerala

SECTION N
TECHNICAL SPECIFICATION COMPLIANCE SHEET

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

Sl No	Item Name	Quoted (Yes/No)	Make and Model	100% Technically Complied (Yes / No) (specify if any deviation from technical specification as mentioned in Section F)
1	16 Slice CT Scan Machine			

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

Name of the Equipment (Make & Model):

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

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

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

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

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

Signature and Seal of the Bidder.....

Section O
CHECK LIST

S.L No	Documents to be submitted	Submitted (Yes/No)	Page No.
1	Bidder should have a valid Certificate of GST Registration		
2	Bidder should have a valid Certificate of IT PAN Card		
3	Bidder should have a valid Certificate of Certificate of incorporation / Memorandum of Article		
4	Copy of the NEFT/RTGS details of EMD		
5	Copy of Udyam Registration, in case of MSE Bidders		
6	The bidder should submit the duly notarized Power of Attorney, issued by the competent authority in favour of the signatory of the bid in the stamp paper of appropriate value as per the Stamp Act.		
7	Self-declaration regarding OEM of the equipment in case OEM is directly bidding		
9	Bidder should have experience of supplying and installing at least one CT Scan machine of the required configuration or above in India to any Government or private organization/Hospitals during preceding 3 financial years (i.e. current year and three previous financial years). Purchase order copies/satisfactory work completion reports from client in support has to be submitted. Bidders quoting as an authorized dealer should have experience on its own or their OEM shall have successfully Supplied and installed the Similar Equipment		
10	**The average annual turnover for the last three financial years, (2023-24, 2024-25 & 2025-26)** of the bidder should not be is not less than Rs.1.95 Crores. The Duly filled FINANCIAL STATEMENT certified by a chartered accountant as **per item no. 1 in Section G** is to be attached. Also audited Balance sheets, Profit & Loss Statements, and IT return statements certified by a Chartered Accountant as proof of financial status.		
11	The Bidder should have executed projects of similar nature for (either supply, installation, commissioning or deployment and maintaining) of same or similar category items during preceding 3 financial years (i.e. current year and three previous financial years) as on last date of submission of bid, as per following criteria. 1. Three similar completed services costing not less than the amount equal to 40% (Rs. 1.55 crores) of the estimated cost; or 2. Two similar completed services costing not less than the amount equal to 50% (Rs. 1.95 crores) of the estimated cost; or 3. One similar completed service costing not less than the amount equal to 80% (Rs. 3.10 crores) of the estimated cost. **Copies of work orders/satisfactory work completion reports** issued by the Client/Authority concerned shall be submitted as proof of the same. Bidders quoting as an authorized agent/dealer should have experience on its own or their OEM shall have successfully Supplied and installed the Similar Equipment.		
12	Dully filled Performance Statement as per **item no.2 of Section G**		
	Dully filled Category Details of Organization (MSE) as per item no.3 of **Section G.**		
13	Dully filled Self-Declaration – Make in India Preference as per **item no. 4 of Section G.**		
14	Dully filled Self-Declaration -Compliance to Rule 144(XI) of the GFR 2017 as per **item no. 5 of Section G**		
15	Dully filled Requisition form for E-payment as per item **no. 6 of Section**		

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

Section P

General information of the Manufacturer / Supplier

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

PLACE:

BIDDER NAME & SIGNATURE

DATE (WITH OFFICE SEAL)

Section Q

PRE CONTRACT INTEGRITY PACT

(In the company letter with sign & seal)

All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.

HLL Lifecare Limited.

Division: Healthcare Services Division

Tender No: HLL/HCS/Tender-GeM/2026-27/23 dated: 13.10.2026

INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____ day of the month of _____

Between

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

And

M/s _____ with office at ……represented by Shri _____, Designation..... (hereinafter called the "Bidder/Seller"/Supplier /Agent which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

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

Preamble

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. …….. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Supplier /s.

NOW, THEREFORE,

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

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

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

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

Clause.1. Commitments of HLL

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

related to the contract.

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

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

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

1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERs/ SUPPLIER s

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

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

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

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

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

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

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

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

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

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

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

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

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

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section F of the Companies Act 1956.

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

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

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

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

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

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

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

3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process

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

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

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

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

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

Clause.5. Consequences of Violation / Breach

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or

acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required: -

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

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

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

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

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

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

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

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

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

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

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

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

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

Statute enacted for prevention of corruption.

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

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect

of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any of the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

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

Shri P. Mallikharjuna Rao IFoS (Rtd)

Independent External Monitor (IEM)

Office: HLL Lifecare Limited, HLL Bhavan,

Poojappura, Thiruvananthapuram 695 012, Kerala

Email: iemhll@lifecarehll.com

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

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

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

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

7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub Supplier s engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub Supplier (s) with confidentiality.

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

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

Clause.8. Criminal charges against violating Bidder(s)/ Supplier (s)/ Sub Supplier (s)

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

Clause.9. Facilitation of Investigation

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

Clause.10. Law and Place of Jurisdiction

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