

REQUEST FOR QUOTE

Document for

IDENTIFICATION OF STRATEGIC BUSINESS ASSOCIATE FROM EMPANELLED FIRMS FOR ASSISTANCE IN MEDICAL IMAGING PROJECT

RFQ No: HLL/HCS/RFQ/2026-27/02 Dated 11.06.2026



HLL LIFECARE LIMITED

(A Govt. Of India Enterprise)

CIN : U25193KL1966GOI002621

HLL Bhavan, Poojappura,

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www.lifecarehll.com

NOTICE INVITING REQUEST FOR QUOTE (RFQ) FOR IDENTIFICATION OF STRATEGIC BUSINESS ASSOCIATE FROM EMPANELLED FIRMS FOR ASSISTANCE IN MEDICAL IMAGING PROJECT

HLL Life care Limited, a Government of India Enterprise, invites financial quotes from empaneled firms under medical imaging segment for support in setting up and maintaining of an upcoming medical imaging project at National Capital region. Interested bidders can obtain more details about the project, from the office of the undersigned.

RFQ No	: HLL/HCS/RFQ/2026-27/02 Dated 11.06.2026
RFQ PUBLISHING DATE	: 11.06.2026
LAST DATE AND TIME FOR RECEIPT OF RFQ	: 25.06.2026, 1400 hrs
TIME AND DATE OF OPENING OF THE RFQ	: 26.06.2026, 1400 hrs
EMD	: Rs. 93.76 Lakhs
PLACE OF OPENING OF RFQ	: HLL LIFECARE LIMITED HLL BHAVAN, POOJAPPURA, THIRUVANANTHAPURAM, KERALA- 695012 PHONE NO: 0471 2354949
ADDRESS FOR COMMUNICATION	: AVP i/c & BH (HCS) HEALTHCARE SERVICES DIVISION HLL LIFECARE LIMITED, HLL BHAVAN, POOJAPPURA, THIRUVANANTHAPURAM, KERALA- 695012 PHONE NO: 0471 2354949
EMAIL ID	: hcstenders@lifecarehll.com

**ASSOCIATE VICE PRESIDENT i/c & BH (HCS)
HEALTHCARE SERVICES DIVISION**

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 RFQ Document. All information contained in this Notice Inviting Tender (NIT) provided / clarified are of good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

The information contained in this RFQ 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 RFQ 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 RFQ 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 RFQ document is complete in all respects and firms submitting their bids are satisfied that the RFQ document is complete in all respects. If a bidder needs more information than what has been provided, the potential bidder is solely responsible for seeking the information required from HLL.

HLL reserves the right to provide such additional information at its sole discretion. In order to respond to the Bid, if required, and with the prior permission of HLL, each bidder may conduct his own study and analysis, as may be necessary. HLL reserves the right to reject any or all of the applications submitted in response to this RFQ 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 RFQ.

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

SECTION-1 INSTRUCTIONS TO BIDDERS (ITB)

1. COMPANY BACKGROUND

HLL Lifecare Limited is a Government of India “Mini Ratna” Public Sector Enterprise, under the Ministry of Health and Family Welfare, Government of India. (Hereinafter known as “HLL”). Over the years, HLL has grown to serve many new areas in the field of healthcare in India in addition to manufacturing of contraceptives, and medical products.

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.

Healthcare Services Division

The Healthcare Service Division (HCS) of HLL is setting up and operating High-end path lab facilities and imaging centres across the country partnering with various State Governments and Central Government Institutions. The purpose of this division is to make available the high end path lab diagnostic facilities and imaging facilities to poor and needy patients at a much affordable rates. At present, HCS division of HLL has its presence in sixteen states.

2. INTRODUCTION

Through a chain of Healthcare Diagnostic centres, called HINDLABS, HLL offers clinical pathology lab services and Radio diagnostic imaging services. Over a period of short span HINDLABS emerged as one of the key player among retail diagnostic chains with more than 230 Diagnostic labs, 4000 collection centers (which includes PHC, RH, DH, SSH, RRH, WH & MH) and 60 medical imaging centres in various states and cities across India. HINDLABS uses state-of-the-art technology to provide the most comprehensive and advanced imaging services. The facilities are designed to comply with National Accreditation Board for Testing and Calibration Laboratories (NABL) standards.

The Healthcare Services Division (HCS) of HLL has numerous projects in pipeline and intended to explore the possibility of having Strategic Business Partners for their upcoming medical Imaging business projects. Accordingly, HLL had invited an Expression of Interest (EOI number: HLL/CHO/HCS/MI/2022-23/02 Dated 16-06-2022) for empanelment of Strategic Business partners for Medical Imaging Business of HCS Division of HLL Lifecare Limited. This EOI was floated in eprocurement portal of

Government of India and after scrutiny the firms who met the EOI qualification criteria were empanelled. Further this empanelment was expanded through an EOI No: HLL/HCS/EOI/2023-24/01 dated: 09.05.2023.

All the empanelled firms have submitted declaration and agreed for minimum revenue share of 8% and above for HLL. As per the above said EOI terms, post empanelment, through competitive bidding among the empanelled firms, Strategic Business Associate shall be finalised for individual projects based on the highest revenue share they are willing to share with HLL, over and above the minimum revenue share.

3. SCOPE OF RFQ:

HLL Lifecare Limited intends to set up and operate a diagnostic facility inside a reputed hospital located in National Capital Region (NCR), providing a comprehensive range of diagnostic services. This facility is intended to be equipped to cater to major diagnostic services, including but not limited to including but not limited to Digital X-Ray services including portable/mobile X-Ray and Dental X-Ray), CT scans, ultrasound services, Colour Doppler and 3D/4D Doppler studies, fluoroscopy and special investigations, BMD scans, MRI, dual-energy imaging applications, emergency imaging services, and any other imaging services. This Request for Quotation (RFQ) is floated among the empaneled Strategic Business Associates of HLL for medical imaging segment to identify and engage a suitable strategic business associate to assist HLL in setting up and maintenance of the facility. The engagement will be structured under a revenue-sharing model, for proper establishment and ensuring sustainable operations while expanding the scope and quality of diagnostic services offered to patients.

3.1 Scope of Strategic Business Associate

Selected Strategic Business Associate shall provide all services specified in the Scope of Work of this RFQ and fulfil all obligations with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry. Activities must be undertaken in full compliance with the empanelment and above referred EOI terms. General scope of Strategic Business Associate is as listed below.

Technical Assistance and Facility Establishment

- Support HLL with technical expertise and support for the establishment and maintenance of diagnostic facilities.
- Facilitate access to advanced technologies, systems, safe and effective equipment, machinery, materials, and methodologies, strictly aligned with the requirements and terms of this RFQ.

- Assist HLL in planning, designing, setting up and maintaining the facilities in line with prescribed quality and safety standards.
- At all times, safeguard and promote HLL's legitimate interests while dealing with third parties.

Turnkey Facility Execution and Infrastructure facilitation

- Incur the required capital expenditure and support HLL for establishment and smooth maintenance of the facility as below.
 - turnkey works (including civil, electricals, plumbing etc.) related to diagnostic facilities.
 - Ensure complete deployment of required equipment, accessories, and support infrastructure.
 - Manage the up-time and reliability of all deployed machines, incurring all capital-related expenses associated with these responsibilities.

Equipment Procurement, Installation, and Maintenance

- At its own cost, procure, supply, install, commission, maintain, calibrate and upkeep of imaging equipment essential for the services listed in Annexure-1. This shall include:
 - **Core imaging equipment** such as Xray, Ultrasound, BMD, CT, MRI and any subsequent additions.
 - **Ancillary equipment** including Pressure Injector, medical grade monitors, Film Printer, lifesaving/monitoring items, Crash cart with necessary emergency medicines, Suction Apparatus, Pulse Oximeter, CT compatible - oxygen cylinders, cylinder trolleys, Wheelchairs, patient trolleys, Metal detectors, Signages & other required equipment along with relevant accessories as and when required.
 - **Support infrastructure** such as air conditioners, refrigerators, computers, printers, barcode systems, LAN and networking, CCTV, UPS Online/Sine Wave including batteries (as per required load), DG sets/power backup, and required furniture/fixtures etc.
- The equipment specifications shall be complying with the requirements of HLL as per Annexure-2 and HLL's concurrence must be obtained regarding Make, model, and other details of the equipment prior to deployment. Strategic Business Associate shall provide HLL the proof of manufacture (date and place) and all relevant documents for all equipment which are to be deployed and obtain HLL's approval prior to installation.
- All equipment and its installation must comply with AERB, PCPNDT and other statutory regulations, Medical Imaging Standard CEA/MIS-028, and HLL's specifications.

- Strategic Business Associate has to arrange Annual/Comprehensive Maintenance Contracts (AMC/CMC) at their cost to guarantee 95% uptime of the equipment and ensure availability of critical spares. Through CMC, Strategic Business Associate must ensure Periodic preventive maintenance, Round-the-clock service response, Adequate spares inventory (subject to HLL inspection) and compliance with AERB safety norms, QA/QC schedules, and HLL/government guidelines. The Strategic Business Associate shall be responsible for periodic software/hardware upgrades.
- Maintain all calibration records as per manufacturer and NABH guidelines. The cost of calibrators/consumables required for calibration shall be borne by the Strategic Business Associate.
- In case of breakdown, immediately arrange repair or replacement. If required, scanning/testing may be routed through NABH/NABL-accredited third-party facilities, with prior concurrence of HLL.
- Additional imaging modalities may be added during the engagement period with HLL's approval.
- If HLL requires relocation of equipment to another location during the engagement period, the Strategic Business Associate shall facilitate this at their own cost.

Consumables and Supply Chain Management

- Whenever notified by HLL, provide all reagents, films, consumables, contrast media and other supplies required for medical imaging operations at the Strategic Business Associate's cost, strictly adhering to HLL's specifications.
- Maintain a minimum buffer stock of three months' supply of consumables and submit periodic inventory reports to HLL.
- Ensure uninterrupted supply of all consumables through robust supply chain and vendor management practices, in consultation with HLL's procurement team.

Regulatory and Statutory Compliance

- Ensure full compliance with all applicable local, state, and national healthcare regulations.
- Assist in executing the project in alignment with HLL's SOPs, operational protocols, and safety requirements.
- Provide support to HLL in securing and maintaining all licenses and approvals required for operations.

Quality Compliance

- Comply with all the quality requirements of HLL with regard to equipment
- Render all necessary support to HLL in attaining relevant accreditations

IT Support

- Facilitate and arrange IT infrastructure including hardware and software as and when required by HLL

Security and Surveillance

- Arrange, install, and maintain CCTV/IP-based surveillance systems in all diagnostic facilities, in consultation with HLL.
- While the system shall be managed by HLL, installation and upkeep shall remain the responsibility of the Strategic Business Associate.

Quality Assurance and Accreditation Support

- Assist HLL in maintaining the highest quality standards in service delivery to beneficiaries.
- Ensure compliance with AERB, PCPNDT, NABH, NABL, ISO 15189, NABL 112 (or latest guidelines), and other statutory/accreditation requirements.
- Undertake continuous monitoring, calibration, and process improvements to meet quality benchmarks.
- Assistance in training of the staff as and when required by HLL.

Business Development Support

- Extend support to HLL in business development initiatives across public and private sector clients, as and when required.

Miscellaneous Responsibilities

- Undertake any other work assigned by HLL to ensure smooth execution and sustainability of the project.

Detailed scope of services is enclosed as Annexure-1.

3.2 Scope of HLL

- **Strategic Design & Planning**
 - Overall strategic design, planning, operation, and management of the project.
 - Establishment of the facility in coordination with the selected Strategic Business Associate.
- **Operations & Management**
 - Execution of day-to-day operations on 24 x 7 basis and overall facility management.
 - Deployment of technical, administrative and other manpower as required.
 - Arrangement of consumables and other required operational items in coordination with selected bidder.
 - Administrative supervision and governance of the project.

- **IT infrastructure**
 - Deployment of RIS-PACS and necessary hardware and software
- **Standards & Protocols**
 - Formulation and implementation of Standard Operating Procedures (SOPs) and operational protocols.
 - Development of quality standards and Quality Assurance (QA) protocols to ensure consistency and compliance.
- **Quality Assurance**
 - Ensure the quality compliance in day-to-day operations
- **Compliance & Regulatory Management**
 - Securing and maintaining all necessary statutory and regulatory compliances on behalf of HLL.
 - Ensuring adherence to national, state, and institutional healthcare guidelines.
- **Stakeholder Coordination**
 - Liaison and coordination with clients, Strategic Business Associates, and other stakeholders.
 - Conducting periodic reviews to ensure compliance with obligations, performance benchmarks, and project timelines

3.3 Revenue Sharing Model

- a) HLL intends to execute this project on a revenue sharing basis. Strategic Business Associate has to provide services as detailed in Scope of work.
- b) HLL will provide services to its client with 12.50% discount on the applicable CGHS rates for each test/investigation performed. Revenue realization and expense details are described under ITB clause no.22, payment terms of this document. HLL shall raise invoices to the client on a monthly basis.
- c) Selected Bidder will raise the invoices to HLL for their revenue share on monthly basis in line with the percentage finalized through this RFQ and as per the terms mentioned at payment terms mentioned in this RFQ document (ITB clause no.22). However, HLL will release payment to Strategic Business Associate only after realization of corresponding payment from its client or patients in case of direct collection.
- d) HLL will verify the invoice and will retain their revenue share finalized in this RFQ. Remaining amount, after deducting all expenses (including but not limited to operational and manpower expenses), statutory charges and penalties (if any) incurred by HLL, will be released to Strategic Business Associate.
- e) Any expense incurred to HLL on account of operations and any other nature with respect to this project will be deducted from the payment to Strategic Business Associate.

- f) Strategic Business Associate shall make independent assessment of proposed project. SBAs shall do a detailed analysis of the project and site survey to submit a financial offer to HLL. (Cost of all such surveys and analysis has to be borne by the business associate). Empaneled Strategic Business Associates may contact the Tender Inviting Authority in writing during the bid submission period for any additional information or clarifications required for preparation of the financial quote. The financial quote of the Strategic Business Associates shall specify the revenue share percentage acceptable to share with HLL for this particular proposal. **Minimum Revenue share to HLL is fixed as 8.00% and above as detailed in table-1 below.**
- g) Financial Quote has to be submitted as per the format provided in CPP portal.
- h) The evaluation for the project would be done on the basis of offered revenue share percentage to HLL. The bidder who scores highest total score as illustrated below would be finalised as Strategic Business Associate for this project.
- i. Project span would be divided into four terms based on its duration. It is envisaged that a new project typically requires a gestation period for awareness creation, referral development, operational stabilisation and optimisation of manpower and logistics. Here the initial term is set as 0-36 months.
 - ii. The next slot is 37- 48 months where it is considered that the project would be in growth / critical mass period and project is expected to gain market acceptance resulting in Incremental revenues increase while marginal cost of service delivery reduces.
 - iii. The next category is above 49 to 60 months where after sustained operations, the project would have largely recovered initial investments and achieved operational maturity. Accordingly, HLL reserves the right to retain a higher revenue share to safeguard its long-term financial interest.
 - iv. The final category is the period above 60 months where once the project is extended, it can continue with minimal additional capex, with opex proportional to business growth, thereby improving profitability.
 - v. The evaluation criteria for financial bid is as follows:

TABLE-1

Project Timeline	Weightage	Minimum revenue share in percentage fixed for HLL	Additional Revenue Share (in Percentage) to HLL <u>over and above</u> Minimum revenue share	Total revenue share %	Score
	(A)	(B)	(C)	(D) = ((B)+ (C))	(A) x (C)
0 to 36 months	15%	8.00			
37 to 48 months	20%	8.25			
49 to 60 months	30%	8.50			
From 61 st month till End of Project	35%	8.75			
Total Score					

Bidders will be evaluated based on the total score and bidders who is having highest total score (H1 bidder) will be finalized as the Strategic Business Associate for this project.

- i) SBA shall be solely responsible for obligations under its scope including cost implications and Statutory commitments and payments.
- j) Period of engagement will be terminated on completion of the project or closure of the project by HLL's Clients after issuing sufficient notice period to HLL as per the agreement terms.
- k) HLL will have the right to reject proposals if they are found to be unacceptable.

3.4 General Terms and Conditions

1.	While this RFQ has been prepared in good faith, HLL does not make any commitment or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omission herein, or the accuracy, completeness or reliability of information contained herein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this request, even if any loss or damage is caused by any act or omission on its part.
2.	The process of inviting RFQ is for ascertaining various options available to

	HLL. After evaluation / examination of the offers, HLL may at its sole discretion decide further course of action.
3.	On submission of financial bid, participant confirms its acceptance to all terms and conditions of RFQ and scope of work.
4.	Bidders shall strictly comply with all terms and conditions agreed upon during the empanelment process. Bidders must ensure and guarantee that all declarations submitted in response to the Expression of Interest (EOI) for empanelment remain valid and binding.
5.	On submission of financial bid, participants must ensure and confirms to HLL that they have complied with applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an adverse Effect on its ability to perform its obligations under the scope of work of this RFQ
6.	RFQ participants are requested to keep the information and details strictly confidential.
7.	HLL shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their RFQ and other expenses.
8.	HLL reserves the right to deal with the proposal in any manner without assigning any reasons for the same. The decision of HLL in this regard shall be final.
9.	The Bidder to indemnify HLL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.

4. **SUBMISSION OF BIDS**

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

The tender is invited in 1 Envelope system from the registered and eligible firms at CPP Portal.

Envelope –I (Financial bid):

The bidders have to mandatorily upload the following documents

- a. Covering letter for the Bid in Annexure-D.

- b. Annexure-E- Self Declaration – Compliance to Rule 144 (XI) OF GFR 2017
- c. Annexure-F Self Declaration – Make in India Preference
- d. Relevant supporting documents, if applicable, regarding MSME bidders.
- e. Earnest Money Deposit Details in the form of Bank Transfer.
- f. Signed Integrity pact
- g. Financial offer as detailed below

Financial offer shall be quoted in the format provided in procurement portal and no other format is acceptable. Bidders are required to download the file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the file is found to be modified by the bidder, the bid will be rejected.

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

Note:-

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

5. GENERAL INSTRUCTIONS TO BIDDERS:

- 5.1 This RFQ is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>
- 5.2 RFQ documents can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-RFQ shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.
- 5.3 The RFQ and its corrigendum/extension will also be published in our company website, URL address: <http://www.lifecarehll.com/tender>.
- 5.4 The RFQ process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidders may download and go through the RFQ document.
- 5.5 All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. RFQs/bids shall be accepted only through online mode on the Government eProcurement website and

no manual submission of the same shall be entertained. Late RFQs will not be accepted.

- 5.6 The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and shall be rejected.
- 5.7 Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
- 5.8 Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the RFQ Enquiry Document.
- 5.9 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.
- 5.10 Registration
 - 5.10.1 Bidders are required to register in the Government e-procurement portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
 - 5.10.2 As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
 - 5.10.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
 - 5.10.4 They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days’ time. The bidders are required to have Class II or above digital certificate or above with both signing and encryption from the authorized digital

signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.

- 5.10.5 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- 5.10.6 Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- 5.10.7 The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this RFQ after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this RFQ.
- 5.10.8 Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- 5.10.9 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 5.10.10 Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this RFQ.

5.11 Searching for RFQ Documents

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active RFQs by several parameters. These parameters could include RFQ ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for RFQs, wherein the bidders may combine a number of search parameters such as Organization
- b) Once the bidders have selected the RFQs they are interested in, they may download the required documents/RFQ schedules. These RFQs can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the RFQ document.
- c) The bidder should make a note of the unique RFQ ID assigned to each RFQ, in case they want to obtain any clarification/help from the Helpdesk

5.12 Preparation of Bid

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

5.13 More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>

5.14 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -

5.15 For any technical related queries please call at 24 x 7 Help Desk Number: 0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787 Note:- International Bidders are requested to prefix +91 as country code E-Mail Support: For any Issues or Clarifications relating to the published RFQs, bidders are requested to contact the respective RFQ Inviting Authority Technical - support-eproc@nic.in, Policy Related - cPPP-doe@nic.in

5.16 Bidders are requested to kindly mention the URL of the portal and RFQ ID in the subject while emailing any issue along with the contact details.

5.17 Any queries relating to the RFQ document and the terms and conditions contained therein should be addressed to the RFQ Inviting Authority for a RFQ or the relevant contact person indicated in the RFQ. Address for communication and place of opening of bids:

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

5.18 The bids shall be opened online at the Office of the AVP i/c & BH(HCS) in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the RFQ opening date happens to be on a holiday or non-working day due to any other valid reason, the RFQ opening process will be done on the next working day at same time and place.

5.19 More details can be had from the Office of the Deputy General Manager (HCS) during working hours. The RFQ Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

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

5.21 Online RFQ Process:

The RFQ process shall consist of the following stages:

- ii. Downloading of RFQ document: RFQ document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
- iii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.

- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this RFQ document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. Opening of RFQ and Award of contract: The financial bids will be opened, evaluated and finalized as per the criteria detailed in this RFQ document.

5.22 Conditional bids and bids not uploaded with appropriate/desired documents may be rejected outrightly and decision of HLL Lifecare Limited in this regard shall be final and binding.

5.23 HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.

5.24 HLL Lifecare Limited Ltd reserves the right to amend or withdraw any of the terms and conditions contained in the RFQ document including scope of work or reject any or all RFQs without giving any notice or assigning any reasons.

5.25 Submission Process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their bid online on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).

Note:- It is necessary to click on "Freeze bid" link / icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

6. DEADLINE FOR SUBMISSION OF THE RFQ FOR INTERESTED BIDDERS

6.1. Bid shall be received only online on or before the date and time as notified in RFQ.

6.2. The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

6.3. Modification, Resubmission and Withdrawal of RFQs

Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.

6.4. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

6.5. The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

7. BID OPENING AND EVALUATION

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

8. BID OPENING PROCESS

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

8.2. In the event of the specified date of bid opening being declared a holiday for HLL, the bids will be opened at the same time on the next working day.

9. CONFIDENTIALITY

9.1. 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.

9.2. Any effort by a Bidder to influence the Purchaser during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidders' bid.

10. BID VALIDITY

10.1. Bids shall remain valid for three months beyond the period of engagement or additional extended time period as decided by HLL from the date of notification of Award. A bid valid for a shorter period shall be rejected by HLL as non-responsive.

10.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by email. A bidder may refuse the request without forfeiting its bid security (if applicable). A bidder agreeing to the request will not be required or permitted to

modify its bid, but will be required to extend the validity of its bid security (if applicable) for the period of the extension.

11. BID SECURITY (EMD)

11.1. Bidder has to submit EMD of Rs. 93.76 Lakhs as bid security for this RFQ through RTGS/NEFT transfer in the following HLL A/c details:

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

11.2. The Bid Security (EMD) of the successful Bidder will be discharged when the Bidder has furnished the required Security Deposit and acceptance of LOI/Work order.

11.3. The Bid Security may be forfeited:

(a) If a Bidder:

- Changes its offer/bid during the period of bid validity or during the validity of the contract.
- Does not accept the correction of errors

(b) In the case of the successful Bidder, if the Bidder fails:

- To sign the Agreement
- To deliver the material within stipulated time frame as per PO.
- To accept the Notification of award/Letter of Indent/ Purchase order and/or submit the security deposit.
- To acknowledge the Notification of award/Letter of Indent/ Purchase order within 5 days from the date of issue by sending the signed copy of the same.
- to furnish the Performance Security within the specified time period

11.4. In such cases the work shall be rearranged at the risk and cost of the selected bidder

11.5. The Bid Security deposited will not carry any interest.

12. ALTERATIONS AND ADDITIONS

- 12.1. 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.
- 12.2. The Interested 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.

13. NOTIFICATION OF AWARD :

- 13.1. Successful participant after evaluation of financial bid will be notified through a Notification of Award issued by HLL.
- 13.2. Selected participant has to submit performance security as specified in this RFQ
- 13.3. After receipt of performance security an agreement will be entered with the successful participant.

14. DURATION OF ENGAGEMENT

- 14.1. Period of engagement will initially be for **seven (7)** years which may be extended by another three (3) years based on satisfactory performance. Period engagement, however, will be subject to HLL's agreement terms with its client. The HLL reserves the right to increase or decrease the project as deemed necessary as per the same terms and conditions of this agreement.

15. CONFLICT OF INTEREST.

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

16. PERFORMANCE SECURITY

- 16.1. The selected strategic business associate has to submit an irrevocable and

unconditional guarantee from a Bank for a sum equivalent to 3% of the project value, as will be specified in the NoA. Until such time the Performance Security is provided by the strategy partner and the same comes into effect, the Bid Security shall remain in force and effect, and upon provision of the Performance Security, the HLL shall release the Bid Security (EMD) to the Strategy partner. No interest shall be payable by HLL against the Performance Security.

16.2. Appropriation of Performance Security

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

16.3. Release of Performance Security

The Performance Security shall remain in force and effect for the entire period of the Agreement, shall be released after 90 (ninety) days of Transfer Date in accordance with the Agreement with Strategy Partner.

17. COURT JURISDICTION:

17.1. 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.

18. INDEMNITY

18.1. The Interested Bidder shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's

fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Bidders/Strategic Business Associates breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /Bidders.(iii) any product/service liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate.

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

- 19.1. HLL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award Contract award, without thereby incurring any liability to the affected bidder or bidders.
- 19.2. HLL does not bind itself to accept the highest or any bid and reserves the right to reject any or all bids at any point of time prior to the issuance of the Notice of award/Letter of intent/Purchase order without reason whatsoever.
- 19.3. HLL reserves the right to resort to retendering without providing any reasons whatsoever. The purchaser shall not incur any liability on account of such rejection. The purchaser reserves the right to modify any terms, conditions or specifications for submission of offer and to obtain revised bids from the bidders due to such changes, if any.
- 19.4. Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the bidder from its empanelment.
- 19.5. HLL reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the purchaser's action.

20. GOVERNING LANGUAGE

- 20.1. All documents in connection with this RFQ shall be written in English language. English language version of the documents shall govern its interpretation. All correspondence and documents pertaining to the RFQ which are exchanged by the parties shall be written in the same language.

21. ARBITRATION

- 21.1. Any dispute arising out of or in connection with this RFQ, 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.”

21.2. 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.

22. PAYMENT TERMS

- 22.1. HLL shall raise claims for diagnostics services at the prevailing CGHS NABH(MIS)/NABL on prevailing rates for different tests after applying a 12.5% discount. Tests not included in CGHS rate list will be charged on the basis of AIIMS rates and the tests which are not included in AIIMS list will be paid at 50% discount to HLL’s rate list.
- 22.2. HLL will provide, on a cumulative monthly basis, up to 10 free X-ray tests, 10 free Ultrasound tests, and 10 free CT/MRI tests for emergency patients, vulnerable patients, and cases covered under the Good Samaritan Law, subject to approval by the authorized representative of the client.
- 22.3. For tests conducted over and above the free tests, 90% of the revenue against the services will be claimed by HLL from its client as reimbursement on a monthly basis. (Since HLL will share 10% of the revenue with the client during the first two years of operation. Thereafter, the revenue share to client will increase by 1% in each subsequent year).
- 22.4. Out of the revenue realized by HLL, HLL will retain the revenue share as agreed upon with the Strategic Business Associate in accordance with the financial bid submitted by the Strategic Business Associate. Remaining amount after deducting all expenses including monthly rent of Rs. 73,490.00 payable to client, statutory charges, insurance coverage expenses, penalties, if any, incurred by HLL, will be released to Strategic Business Associate.
- 22.5. Strategic Business Associate shall raise invoices before 7th of every month. Payment to SBA will be released only after realization of corresponding payment by HLL. HLL will release payments to the Strategic Business Associate within 30 days from the date of realization of payment from the client, in accordance with the terms of the agreement executed with the client.
- 22.6. Any liquidated damages or penalties imposed by the client on HLL, arising from lapses attributable to the Strategic Business Associate, shall be recovered from the Strategic Business Associate.
- 22.7. In the event of the HLL noticing at any time that any amount has been disbursed wrongly to the Strategic Business Associate or any other amount is due from the

Strategic Business Associate to the HLL, the HLL may without prejudice to its rights recover such amounts by other means after notifying the Strategic Business Associate or deduct such amount from any payment falling due to the Strategic Business Associate. The details of such recovery, if any, shall be intimated to the Strategic Business Associate. The Strategic Business Associate shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the HLL.

- 22.8. HLL shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Strategic Business Associate where the HLL disputes such invoice or part of it provided that such dispute is bonafide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure. Any exercise by the HLL under this section shall not entitle the Strategic Business Associate to delay or withhold the services to be rendered as per the agreement.
- 22.9. All payments agreed to be made by the HLL to the Strategic Business Associate in accordance with the Services shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The Strategic Business Associate shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this agreement.

23. TERMINATION

- 23.1. 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. ARBITRATION

- 24.1. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations 2023 ("IIAC Regulations") for the time being in force, which regulations are deemed to be incorporated by reference in this clause."
- 24.2. The place / seat of the arbitration shall be Thiruvananthapuram, India, The Tribunal shall consist of one arbitrator. The law governing the arbitration agreement shall be Indian Law. The language of the arbitration shall be English.

25. TAXES

- 25.1. The Strategic Business Associate shall bear all personnel taxes levied or imposed on its personnel, or any other member of the Strategic Business Associate's team,

etc. on account of payment received under this agreement. The Strategic Business Associate shall bear all corporate taxes, levied or imposed on the Strategic Business Associate on account of payments received by it from the HLL for the work done under the scope of work

- 25.2. The Strategic Business Associate agrees that it shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the scope of work
- 25.3. Should the Strategic Business Associate fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, the Strategic Business Associate shall pay the same. The Strategic Business Associate shall indemnify the HLL against any and all liabilities or claims arising out of this engagement for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Board / Strategic Business Associate.

ANNEXURE-1

DETAILED SCOPE OF SERVICES OF STRATEGIC BUSINESS ASSOCIATE

HLL Lifecare Limited (“HLL”) proposes to establish and operationalize a comprehensive Medical Imaging Facility for its client to strengthen diagnostic and radiology services at its the hospital at National Capital Region. The facility is envisaged to provide diagnostic imaging services including X-Ray, Ultrasound, Bone Densitometry (BMD), CT Scan, and MRI. All imaging modalities, except MRI, shall be established within the hospital premises. MRI services shall be facilitated through a nearby empanelled centre, along with patient transportation support wherever required. The Client hospital, recently upgraded into a 100-bedded healthcare facility, it is anticipated to have a daily OPD footfall of 1200–1300 patients and emergency attendance of 200–250 patients. Further HLL can provide services to outside patients also with same revenue share terms. The Strategic Business Associate shall support HLL in the establishment, commissioning, operation, maintenance, and performance management of the facility in accordance with HLL-defined project requirements, technical specifications, operational standards, and detailed scope of work. Bidders may contact the Tender Inviting Authority for any clarification on project details and operational requirements. The Strategic Business Associate (SBA) shall facilitate HLL in providing the services in accordance with the prescribed requirements and ensure smooth operations of the facility.

The detailed scope of services of the SBA is as follows:

1. Infrastructure Support & Facility Establishment

1.1. Site Readiness & Facility Setup

The Strategic Business Associate shall support HLL in establishment and operationalization of the imaging facility at the location identified by HLL’s Client. While the Client shall provide the designated built-up space, the Strategic Business Associate shall support HLL in furnishing, interior fit-outs, workflow planning, installation readiness, and commissioning support required for smooth operationalization of the facility in line with HLL requirements and approved layouts. The Strategic Business Associate (SBA) shall facilitate the installation of all medical equipment and complete all necessary site readiness works, including provision of required accessories, within two months from the date of award of the contract, failing which it shall be liable for penalties as per the terms of the agreement executed with the client of HLL.

1.2. Equipment Supply & Capital Support

The Strategic Business Associate shall support HLL through infusion of the required capital expenditure (CAPEX) and by facilitating procurement, supply, installation, testing, and commissioning of all medical imaging equipment, accessories, peripherals, UPS systems, workstations, and related infrastructure required for the project.

All equipment, accessories, configurations, and performance parameters proposed by the Strategic Business Associate shall strictly conform to the technical specifications (Indicative specifications are attached as Annexure-2), operational requirements, and quality standards prescribed by HLL and shall not be of lower configuration than the specifications approved by HLL for the project.

1.3. Installation Timelines

The Strategic Business Associate shall ensure timely installation and commissioning of all systems, including completion of statutory approvals, calibration, validation, testing, and operational readiness activities within the timelines prescribed by HLL.

Any delays attributable to the Strategic Business Associate resulting in penalties, operational disruptions, or contractual implications upon HLL shall be recoverable from the Strategic Business Associate.

1.4. Utilities & Operational Infrastructure

The Strategic Business Associate shall support HLL in arranging and maintaining all operational infrastructure required for effective functioning of the facility, including UPS systems, networking infrastructure, PACS/RIS integration, reporting workstations, furniture and furnishings, radiation safety arrangements, biomedical waste handling infrastructure, digital billing systems, and any additional infrastructure as may be required under the HLL-defined project scope.

Where electricity, water, or utility charges are payable by HLL to the Client, the corresponding operational coordination and consumption management support shall be undertaken by the Strategic Business Associate.

2. Operations & Service Delivery Support

2.1. Operational Management Support

The Strategic Business Associate shall support HLL in day-to-day operations of the imaging facility including technical operations, equipment uptime management, patient workflow coordination, reporting support, scheduling, and uninterrupted service delivery in accordance with HLL-defined SOPs, KPIs, and operational protocols.

Overall governance, client coordination, administrative supervision, and contractual management of the project shall remain with HLL.

2.2. Diagnostic Services

The Strategic Business Associate shall support HLL in delivery of the complete range of radiology and imaging investigations as required under the project scope and HLL-defined service requirements, including but not limited to Digital X-Ray services including portable/mobile X-Ray and Dental X-Ray, CT scans, ultrasound services, Colour Doppler and 3D/4D Doppler studies, fluoroscopy and special investigations, BMD scans, dual-energy imaging applications,

emergency imaging services, and any other imaging services included within the scope communicated by HLL.

2.3. Service Availability & Operational Timings

SBA shall support HLL in providing all services (USG/X-Ray/CT Scan/MRI, etc.) from 08:00 AM to 09:00 PM on all working days and ensure 24x7 availability for emergency cases.

2.4. Reporting & Turnaround Time

The Strategic Business Associate shall support HLL in ensuring adherence to reporting timelines and turnaround times prescribed by HLL, including same-day reporting for X-Ray and Ultrasound investigations, reporting of CT/MRI studies within stipulated timelines, and immediate reporting support for emergency and critical cases.

The Strategic Business Associate shall ensure availability of qualified radiologists, technicians, and technical personnel necessary to achieve the KPIs and performance benchmarks defined by HLL.

2.5. Quality Assurance & Repeat Investigations

The Strategic Business Associate shall ensure maintenance of high-quality imaging standards and established diagnostic protocols. Repeat investigations, wherever required due to poor image quality, reporting discrepancies, technical inadequacies, or deviations from prescribed quality standards, shall be carried out without additional financial implication to HLL or the Client.

3. Manpower Deployment & Human Resource Support

3.1. Deployment of Qualified Personnel

The Strategic Business Associate shall support HLL for deploying adequately qualified, trained, and experienced personnel including radiologists, radiographers (minimum B.Sc. Radiography qualified from reputed institute), technicians, engineers, radiologists, coordinators, and support staff required for smooth and efficient undertaking following work:

- a) All Digital X-rays including mobile x rays and Dental X rays.
- b) All CT scans (both contrast and plain).
- c) All ultrasound including portable ultrasound with color Doppler system, digital radiology fluoroscopy including all special investigations including IVP/Barium studies/RGU and MCU, Sinogram
- d) All 3d/4d Colour Doppler
- e) Whole Body BMD Scan

All deployed personnel shall meet the statutory qualifications, competency requirements, and deployment criteria prescribed by HLL for the project

3.2. Discipline, Conduct & Supervision

All personnel deployed by the Strategic Business Associate shall function under the overall supervision and direction of HLL and the Client's authorized representatives. Personnel shall maintain professional conduct, ethical medical practices, prescribed dress code (including uniform and badge), identity protocols, attendance requirements, and discipline standards in accordance with institutional norms and HLL operational guidelines.

3.3. Verification & Replacement of Personnel

The Strategic Business Associate shall ensure proper police verification/background verification of all deployed personnel and shall promptly replace any personnel found unsuitable, incompetent, indiscipline, or objectionable by HLL or the Client.

3.4. Coordination & Grievance Management

The Strategic Business Associate shall provide dedicated coordinators/managers for operational coordination, liaison support, grievance handling, escalation management, and compliance monitoring with HLL and the Client.

4. Regulatory Compliance & Statutory Responsibilities

4.1. Statutory Compliance

The Strategic Business Associate shall support HLL in ensuring compliance with all applicable laws, regulations, standards, and statutory requirements including AERB guidelines, PCPNDT Act and Rules, Biomedical Waste Management Rules, Labour laws, NABH/NABL requirements, radiation safety standards, and all applicable Government notifications and directives.

The Strategic Business Associate shall also comply with all operational protocols, quality requirements, and compliance procedures prescribed by HLL from time to time.

4.2. Licenses & Certifications

The Strategic Business Associate shall facilitate and maintain all operational licenses, registrations, approvals, calibrations, certifications, statutory records, and documentation necessary for uninterrupted operations in accordance with HLL requirements and applicable laws.

4.3. Biomedical Waste Management

The Strategic Business Associate shall support HLL in biomedical waste segregation, handling, storage, transportation, and disposal strictly in accordance with applicable laws, regulatory guidelines, and HLL protocols and shall arrange all consumables and accessories required for the same.

5. Quality Management & Performance Monitoring

5.1. KPI Monitoring

The Strategic Business Associate shall support HLL in achieving and maintaining all operational KPIs and service standards including turnaround time (TAT), equipment uptime, downtime management, repeat scan rates, patient grievance handling, reporting quality, service responsiveness, and any additional performance indicators prescribed by HLL. HLL is obligated to comply with the reporting timelines stipulated under its agreement with the client, wherein the generation of reports and performance of reporting procedures for all cases shall be carried out as follows: X-ray reports on the same day, CT/MRI reports within 24 hours, and immediate reporting for emergency cases. The SBA shall extend all necessary support and coordination to ensure adherence to the stipulated turnaround times.

5.2. Performance Review & Reporting

The Strategic Business Associate shall participate in periodic review meetings with HLL and provide all operational reports, utilization reports, KPI data, audit records, compliance reports, and corrective action reports as required by HLL or the Client.

5.3. Audit & Inspection Support

The Strategic Business Associate shall extend full support during inspections, audits, vigilance reviews, quality checks, and compliance verification conducted by statutory authorities, Client representatives, auditors, regulatory agencies, or HLL-authorized officials.

6. Data Management, IT Integration & Confidentiality

6.1. Data Ownership

All patient records, reports, images, scans, operational data, and related information generated at the facility shall remain the exclusive property of HLL and/or HLL's Client, as applicable. The Strategic Business Associate shall not claim any ownership rights over such data.

6.2. HMIS/PACS Integration

The Strategic Business Associate shall support seamless integration of imaging systems with HMIS, RIS, PACS, servers, and digital platforms as required by HLL and the Client.

6.3. Confidentiality & Data Security

The Strategic Business Associate shall ensure strict confidentiality and security of all patient, operational, institutional, and project-related data and shall not share, publish, transfer, or disclose any information without prior written approval of HLL.

7. Insurance, Liability & Indemnification

7.1. Insurance

The Strategic Business Associate shall support HLL in arranging and maintaining appropriate insurance coverage including third-party liability, equipment insurance, professional indemnity, patient risk coverage, and any additional insurance requirements prescribed by HLL or applicable statutory authorities.

7.2. Liability & Indemnity

The Strategic Business Associate shall be responsible for operational deficiencies, manpower-related issues, statutory non-compliance, technical failures attributable to its scope, medico-legal liabilities arising from negligence, and regulatory penalties attributable to its acts or omissions.

The Strategic Business Associate shall indemnify and keep HLL indemnified against all claims, damages, losses, penalties, litigations, liabilities, and expenses arising out of regulatory violations, service deficiencies, equipment failures, professional negligence, labour law violations, medico-legal cases, data breaches, or safety non-compliances attributable to the Strategic Business Associate.

8. Academic & Institutional Support

The Strategic Business Associate shall support HLL in ensuring that academic, training, teaching, internship, and institutional activities of the Client are not obstructed during operation of the imaging facility.

The Strategic Business Associate shall cooperate in permitting authorized students, residents, interns, faculty members, and institutional personnel for training and academic purposes as approved by HLL and the Client.

ANNEXURE 2- TECHNICAL SPECIFICATIONS OF EQUIPMENT TO BE DEPLOYED

A. TECHNICAL SPECIFICATIONS OF ULTRASOUND WITH COLOR DOPPLER

SI No	TECHNICAL SPECIFICATIONS
1	It should be robust state of art, fully digital latest Color Doppler Ultrasound System with C-Sound N-Site Crystal-live similar architecture capable of precision beam forming ,capable of performing imaging applications in abdominal, OBS/gynae, Fetal Heart, musculoskeletal, small parts, Urology, Breast, Pediatric etc.
2	System should have broadband beam former capable of Processing signals from 1-22 MHz.
3	System should have latest state of the art Hybrid Beam forming technology to ensure no Compromise between Temporal and Spatial resolution
4	System Processing channels must be more than 75,00,000.
5	Frame rates more than 5000 frames/sec preferred.
6	System with Digital TGC control is preferred.
7	System should have 4 active universal probe ports.
8	System should incorporate facility for high resolution 2D. M-mode, PW, Color Flow Imaging, Color Power Angio imaging, Power Pulse inversion Harmonics, Directional Color Power angio imaging modes, Shearwave & Strain Elastography.
9	System should have Full Spectrum Imaging, Tissue Harmonic Imaging, Spatial Compound Imaging, Pulse Inversion Harmonic Imaging, Trapezoidal Imaging, Quad Imaging, Dual Imaging in Horizontal Split, 2D/C Live Imaging, Automatic PW Doppler Adjustment and Auto 2D Adjustment.
10	System should have scan depth of 2 to 50 cm or more. Please specify through data sheet.
11	System should have 256 shades of gray display.
12	System should have facility for real time or frozen, pan or point zoom.
13	System should have cine loop review minimum 50000 frames, Please specify through data sheet.
14	System should have panoramic extended field of view.
15	Console height should be adjustable for user's comfort.

16	Convex Probe with Single Crystal will be accepted for higher frame rate and deep penetration. This probe should have Real time Shearwave liver elastography with • qualification.
17	System should have Advanced Image Processing algorithm to analyze between targets and artifacts so as to sharpen target anatomy, reduce the sparkle & artifacts to improve image quality.
18	System should have Dynamic range 360 dB or more.
19	It should have extensive software and automatic and user programmable calculation package for gray scale and color Doppler applications.
20	System should have more than 21" or more Flat panel Monitor (preferably LED)
21	System should have more than 14" wide LED Touch Screen Control.
22	System should support single button to customize the workflow of Doctor.
23	System should have central lock for all four wheels.
24	System should be able to show hemodynamic color flow (Alpha blending).
25	System should be DICOM read .
26	System should have built in Image Management Software, for off line application when patient has gone after examination, such as Image Manipulation. It should have hard disk memory of 512 GB
27	System should have Micro Vascular Flow to detect very low intensity vascularization.
28	System should have a function to visualize blood flow in 3 dimensional like to help understand the structure of blood flow & small vessels intuitively_
29	System should have Deep Learning technology based feature, that automatically does classification of the ultrasound images and auto annotates the structures thus drastically reducing the overall key strokes & eventually the scan time sent on per patient. This should be possible with the regular convex probe.
30	System should have automatic tool for deriving 9 planes for Fetal Central Nervous System.
31	System should have an advanced technology based solution that automatically detects & monitor malnourished fetuses with growth abnormalities.
32	System should have automatic tool that obtains the true mid-sagittal plane automatically by rotating and auto-zooming the image specially needed for difficult cases involving fetal positions to avoid long waiting time or recalling the patients again
33	System should have a feature that automatically identifies and measures multiple ovarian follicles in one scan color coded) for mild assessment of follicular size and status during controlled ovarian stimulation.
34	System should be upgradable of doing Fusion CT/MRI Imaging for Liver, Breast & Prostate.

35	System should be compatible with Adult, pediatric & neonatal cardiac probe for future use.
36	System should be upgradeable to advanced cardiac features like Auto EF, Stress & Strain Imaging for easy assessment of patients with Cardiovascular risk.
37	The quoted model should be CDSCO and US FDA approved.
38	The system design should be compliant with Green Emission Product specification. Please support with proper documentation.
39	Each System should be provided with following transducer (No.):
A.	Single Crystal Convex Abdominal probe with frequency range from 1 to 7 MHz. (Single Crystal Probe will be required for higher frame rate and deep penetration, also capable of doing Real time Shearwave Elastography). +/-1 MHz Frequency Acceptable
B	Single Crystal Linear probe for vascular studies and Breast Imaging 2-14 Mhz. +/-1 MHz Frequency Acceptable
C	TVS Probe, with frequency range from 2 to 10 MHz +/-1 MHz Frequency Acceptable
D	Micro convex probe with 4-10 Mhz. approx. (+/-1 MHz Frequency Acceptable) for pediatric & neonatal studies.
40	System should be provided with following accessories per unit:
A	PC with all software inclusive interfaced with USG machine
B	System should have central lock for all four wheels.
C	Laser Color printer provided with computer for reporting with at least 1000 Glossy Color Print Paper supplied with the system.
D	CD/DVD Produced should be playable on any system.
E	System should have onboard tutor/online support for learning and enhancing the technical skills for patient scanning
F	USG system supplied should be upgradable to next Generation system on site.
41	Power requirements:
A	Power input. VAC 220-240VAC, 50 Hz fitted with Indian plugs
B	Resettable over current breaker shall be fitted for protection
C	Power backup: 2K VA ONLINE UPS with 30 minute backup.
D	Suitable Servo Controlled Stabilizer / CVT should be provided.
42	Miscellaneous Parameters:

A	Warranty; System should be under comprehensive warranty for 5 years (including transducer and spare parts and labour) for all the items for which the order is placed from the date of successful installation and handing over with an uptime warranty of 98% and extension of warranty period by double the down time in excess of 2%.
B	CMC: Please quote comprehensive maintenance contract (including transducer and spare parts and labour) and all other items for which order is placed for next 5 year after successful completion of warranty with 98% uptime and extension of CMC period by double the downtime in excess of 2%.
C	Number of installations of the USG machines in Central /State/PSU Govt Hospitals: There should be at least three installations of the quoted model globally. Satisfactory performance certificate by user on their letterhead must be attached.
D	Please respond to each specification in the same format and order in the compliance statement and support it with original Product Data Sheet. Computer generated data sheets, photocopies or email printouts shall not be accepted.
E	If the unit is being quoted by Indian agency which is not a direct subsidiary of the principals: an undertaking from the principals must be provided that in case of discontinuation or change of the agency, merger, acquisition or any corporate rearrangement, the principal will arrange for onsite maintenance of the unit and abide by all terms and conditions of the tender.
F	Original product datasheet of the main unit and all accessories, including third party items to be provided.
G	User/Technical/Maintenance manuals to be supplied in English in hard and soft copy.
H	Demonstration of equipment will be the part of technical evaluation as well as the demonstration and training to be provided after completing supplies & Installation before acceptance.
I	Copies of reports and certifications to be furnished to buyer on demand at time of supplies.
J	Certificate from the principal that spare parts will be available for next 10 years shall be provided at the time of supplies.
K	Service: The Principal Manufacturer must have direct Presence/approved service center in India. Details of service centers in India along with names of trained service engineers with address and their phone numbers to be provided in the technical bid.

B. TECHNICAL SPECIFICATIONS of DIGITAL X-RAY DUAL DETECTOR

SI No	TECHNICAL SPECIFICATIONS
1	Generator
	1000mA unit with microprocessor controlled high frequency X-ray generator with power

	output of 80KW or more (Govt. of India certifications like BIS, AERB acceptable.)
	The exposure range should be 40-150KV
	The minimum exposure time should be 2m sec or less
	Automatic exposure control function is an essential requirement.
2	X-Ray Tube
	Should be ceiling suspended
	Tube should have at least 2focalspot
	Smallfocalspotshouldbe0.6orlessandlargefocalshould be 1.3 or less.
	Tube loading should be at least 30 KW for small and at least80 KW for large focus.
	Should have electromagnetic locks with collision protection sensor.
	Field size programming should be possible.
	Anodeheatstoragecapacityshouldbe300KHUormore.
	X-ray tube and collimator section should have automated image shuttering and cropping facility in collimator.
	Overhead tube suspension (3D column stand) should also have a screen with display of important • parameters and controls
	Tube Rotation Vertical Axis: +/-135degrees, Horizontal Axis: +125/-125 degrees or better. Please specify rotation of your offered model.
	Should have motorized copper filter to avoid unwanted radiation.
3	Horizontal Bucky Table
	Motor driven, adjustable height floating table top 9 of carbon fiber or equivalent material.
	Compact bucky table with integrated built-in/ wireless digital flat panel detector.
	Foot switches/ Kick switch for adjusting height longitudinal/ side to side movements, locking.
	Detector movement should be s Synchronized with movement of the x-ray tube.
	Tube movement should be synchronized with the table so that the SID is maintained automatically.
	Removable grid for SID of 100 cms for horizontal table applications.
	Automatic exposure control should be available.

4	Vertical Bucky (Wall Stand)
	Motorized counter balanced adjustable height vertical bucky with integrated built-in digital flat panel detector.
	Should be possible to tilt the Vertical detector system (-150 to + 900)
	Should be able to travel vertically from 15 inches to 60 inches above floor level.
	Detector movement should be Synchronized with movement of the X-Ray tube in all planes.
	Removable grid for SID of 180 cms for vertical bucky applications.
	Automatic exposure control should be available.
5	Detector System
	Detector material should be made of amorphous silicon with CSi scintillator.
	Two digital flat panel detector systems with detector integrated into wall stand and integrated/wireless for Bucky table (2 detector).
6	Detector Specification
	Minimum size of detectors should be 41 cms X 41 cms or more for integrated detectors "(vendor should also offer any other smaller size detector for pediatric patients as an option. - Please quote its price separately in the price bid)
	Image matrix size 2k x 2k pixels or more
	Pixels size should be 200 um or less
	Image resolution should be 2.5 lps/mm or more.
	DOE of detector system should be 65% or more at 0.051 lps/mm.
	Tube assembly movement to be automatically synchronized/tracking with both the horizontal and vertical detectors movement.
7	Operating (acquisition) Station
	Should have high resolution TFT/LCD monitors of minimum 19" size or more (fully flat) with minimum 1024 x 1024 or more display matrix and antireflective front screen.
	Image acquisition matrix should be minimum of 2K x 2K.
	System should have auto protocol select.
	Operating console should facility for patient identity entry, viewing and processing images, documentation.
	Preview image should be ready in 5 sec or less.
	Automatic stitching should be available in vertical stand. The stitching should be automated. Stitching should be possible on main system. There should be in built measurement scale.

8	Image viewing, Post processing and reporting station and Documentation
	An independent workstation with all post processing and printing facility should be quoted with storage capacity of 10,000 or more images with ability to review and report X-rays independent of main console.
	High speed intel xeon processor based (Z400 workstation or equivalent) CPU (3.0 GHz or higher processing speed with post processing • capability.
	16 GB RAM or more.
	Should have its independent memory and hard disk of atleast 1 TB.
	Should have a high-resolution medical grade LCD color monitor of size 19" or more.
	Should have independent monitor of high resolution TFT/LCD monitor of 19" or more.
	Image display matrix should be of high resolution, minimum of 1.5 K x 1.5 K.
	Post-acquisition image processing, viewing, reprocessing, hard copy documentation and onward transmission should be possible.
	Image processing function like rotate, mirroring, zoom, move and windowing filter should be possible.
	There should be facility for measurements.
	Should be connected to a Dry Chemistry Camera of 500 DPI or more for documentation. The camera should all size films up to 14" X 17" size (three film size trays should be active).
	Multiformat I printing should be possible with user selectable options.
	It should be possible to create alphabetical, date wise and exam based, work list.
	Work list should be auto refreshing.
9	Image Storage and Transmission
	Acquisition system should have hard disc storage capacity should be of 4000 or more images and Additional post processing Workstation should have storage capacity of 10,000 images or more.
	The systems should support storage of images on CDS and DVD.

The systems should be DICOM 3.0 (or higher version) ready (like send, receive, print, record on CD/ DVD, acknowledge) for connectivity to any network, computer/PC etc. in DICOM format.

Integration and networking should be possible with any other existing/future networking including other modalities, HIS and RIS and PACS. Vendor will connect it to existing RIS PACS network without extra cost for existing and future networking

C. Technical Specification of CT SCAN 128 SLICE WITH ROUTINE DUAL ENERGY

S. No	Feature	Essential Specification
1	Gantry	
1.1	Aperture	≥70cm
1.2	Scanfield	>50cm
1.3	Integrated display panel	Gantry front showing patient and/or machine information.
1.4	Laser Lights	The gantry should have 3D positioning Laser lights.
1.5	Gantry physical tilt	Gantry Physical/Digital Tilt is acceptable for wider participation and 24-30 degree is acceptable.
2	X-RAYGENERATION	
2.1	Output capacity (actual and not effective)	≥70kW
2.2	Continuous helical time	≥100s
3	TUBE ASSEMBLY	
3.1	Tube Voltage	80-140 K V or better
3.2	Tube current range	20-600 mA or better for all applications
3.3	Dual Focal spot	(as perIEC60336:2005)
3.4	Tube Heat loading capacity	>=7MHU
3.5	Scan time for full360 degree rotation	≤0.35sec
3.6	Tube cooling	≥1000KHU/minute or better
4	DETECTOR	
4.1	Number of physical rows	≥64physicaldistinctrows
4.2	Number of slices	Ability to acquire/generate 128 slices/360degree rotation with 1:1 pitch
4.3	Z axis axial coverage in360degree rotation with 1:1 pitch	≥38mmforallscanmode
4.4	Pitch	Pitch should be freely selectable between 0.5-1.5 or more
4.5	Range of slice thickness (Axial mode)	0.625-5 mm or better
5	PATIENTTABLE	
5.1	Maximum load capacity	≥200kg
5.2	Scannable range	≥1500mm
5.3	Longitudinal table speed	≥1 50m m persec
5.4	Table positioning	Reproducibility of table positioning (mm) should be±/-0.25 mm
5.5	Table dimensions	Specify the width and length of the table, distance between gantry front and table base (minimum and maximum should be specified)
6	SCANNING Parameters	

6.1	Iterative reconstruction based single exposure metal artifact reduction	(iMAR/SmartMAR/OMAR/SMEAR) or equivalent should be offered as standard
SEQUENTIAL DUAL ENERGY		
6.2	Sequential Dual Energy Scan	<p>Simple sequential dual energy for</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dual energy Renal calculi assessment <input type="checkbox"/> Dual energy Calcium assessment <input type="checkbox"/> Dual energy Metal arte fact reduction <input type="checkbox"/> Dual energy Neuro Subtraction Angiography <input type="checkbox"/> Dual energy Gout Imaging.
7	Below Applications are to be included in standard package	
7.1	Automatic multimodality & multivendor radiation dose tracking (dose watch or equivalent)	<p>A web-based dose management solution that captures, tracks, and reports radiation dose directly from the medical device, multi-modality and vendor agnostic. It should do cumulative dose tracking across the health system to assess radiation dose delivered to patient undergoing a variety of imaging procedures. One should deliver the right dose by detecting the causes of excessive radiation and producing sharp and focused diagnostic images with lower exposure.</p> <p>Automatic multimodality/multivendor radiation dose tracking (dose watch or equivalent) for wider participation.</p>
7.2	Multi time point compare with WHO & RECIST	Should be offered as standard
7.3	Fusion/Registration	Should be standard
7.4	CT fluoroscopy	Real time CT Fluoroscopy with at least 6 to 8 frames per sec./ultra low dose sequential guidance with zoom with dedicated 19" color LCD monitor/wireless tablet. Facility table side controls and foot switch/remote control for biopsy to be quoted as standard.
8	PATIENT COMMUNICATION	
8.1	Integrated patient intercom	There should be Integrated patient two way communication system capable of playing recorded audio.
8.2	Automatic patient instruction	A standard set of commands for patient communication before, during and after scanning should be available in the English and Hindi language.
9	PATIENTS REGISTRATION	
9.1	Pre-registration	It should be possible to do pre-registration of patient at any time Prior to scans.
9.2	Emergency registration	Special emergency registration should be possible
9.3	HIS & RIS integration	It must transfer patient information from departmental RIS & HIS via DICOM work list <u>when required in</u>

		<u>future.</u>
9.4	PACS/I-IISIRIS	It must transfer examination information from departmental HIS & RIS and PAC via D1COM work list when required in future.
10	OPERATOR CONSOLE WITH TABLE	
10.1	Operator console should	be supplied with chair & monitor adjusting bracket/stand
10.2	Storage	COMPLIES
10.3	Display	COMPLIES
10.4	DICOMDVD/ CD/ LISB	COMPLIES
11	IMAGE POSTER PROCESSING	
11.1	Architecture	A Client Server Architecture based solution from the main equipment manufacturer (OEM) with 2 client/licenses or 2 number of Post Processing work station independent of console should be provided and all the general and specialized applications, License for the workstation has to be offered from OEM.
11.2	User licensing scheme	Exact same Concurrent or independent license for both standalone workstations/ clients has to be offered. The console system should have all processing applications as the three workstations/clients. (A Client Server Architecture based solution from the main equipment manufacturer (OEM) with 2 client/licenses or 2 number of Post Processing workstation independent of console should be provided and all the general and specialized applications. License for the workstation has to be offered from OEM.)
11.3	Integration	Imaging processing server/workstations must be integrated with existing RI S-PAC S in the department.
12	SERVER HARDWARE	≥70 cm
12.1	Hardware	CPU: Dual Xeon ProcessorV3
		Process or better
		RAM:64GBorbetter/10TB (External/Internal)
		Graphics: Dedicated Nvidiaor better
		OS: Windows server2010/Linus
		StorageCapaeity:10TBusableon 10k rpm Hard drive after RAID-5
		Dual Power Supply, Dual SD card, RAID-5/6 Support

		ESXi-StandardEdition6.0orabove
		Archive Application-FDA Approved Archive Application from the same OEM who is providing the Modality
12.2	Server OS	Windows server 2010 or Linus based/Latest available
13	CLIENT HARDWARE	
13.1	Hardware	CPU: i7 or better
		RAM: 8GB or better
		Graphics: dedicated 4GB or better
		OS: Window 1064 bit
		HDD: 10TB 5400 RPM or better
		CD/DVD/USB drive
		Monitor: 1280x1024 or better
13.2	If two Workstation are supplied instead of Server-Client	It should be OEM workstation with dual medical grade monitor like (AW/SyngoVIA/ISP) A Client Server Architecture based solution from the main equipment manufacturer (OEM) with 2 client/licenses or 2 number of Post Processing Workstation independent of console should be provided and all the general and specialized applications. License for the Workstation has to be offered from OEM.
14	CLIENT/WORKSTATION SOFTWARE	Linux or window base OS with user friendly interface of OEM with 19th or more medical grid monitor.
15	Basic_capabilities (Minimum 4 concurrent users for all server applications) or two physical workstations with exact same license on each	Advanced following application concurrent users for each application as essential in case of server or 4 workstations with identical licenses). A Client Server Architecture based solution from the main equipment manufacturer (OEM) with 2 client/licenses or 2 number of Post Processing workstation independent of console should be provided and all the general and specialized application. License for the workstation has to be offered from OEM
15.1	MPR	Real time multi-planar reconstruction (MPR) of secondary views, with viewing perspective in all planes including curved & orthogonal forms
15.2	ROI Evaluation	Parallel evaluation of multiple ROI in circle, irregular and polygonal forms.
15.3	Statistical Evaluation	Area/Volume, Standard deviation, Mean value, Image annotation and labelling, Angle measurement, Distance measurement Histogram, rime intensity curves, Peak enhancement images, Time-to-peak images.
15.4	2D	2-D. including image zoom and pan, image manipulations,

		including averaging, reversal of grey-scale values, and mirroring; image filter functions, including advanced smoothing algorithm and advanced bone correction
15.5	3D	M1P, Min IP , VRT and other advanced 3D applications and color-coding for different tissues
15.6	Comparison	Able to compare exams with prior studies including oncology cases, neuro cases, body imaging, comparison according to RECIST criteria, PETCT cross time point evaluation
16	IMAGE RECONSTRUCTION	
16.1	Recon Speed	Minimum 25 images/sec for axial, helical scans
16.2	Recon Matrix	512 x 512
16.3	Real Time Display speed	3 fps or better
17	IMAGE QUALITY	
17.1	High contrast Spatial Resolution for entire width of the detector	It should be not less than 15 lines pair per cm or better maximum at 2% MTF X-Y axis for beam collimation not less than 20 cm on Catphan Phantom or equivalent or best possible available
17.2	Low-contrast resolution	The low contrast resolution for CATPFIAN should be at least 5mm at 3 HU with IOmm slice on 20cm Cat phan phantom. Please mention the dose at which the resolution is achieved
17.3	Spatial resolution	≤ 0.33mm
18	DOSE REDUCTION TECHNIQUES	
18.1	Pre-patient collimation	There should be pre-patient collimation to reduce unnecessary dose the patient
18.2	Latest Iterative Reconstruction	Latest Iterative reconstruction with all imaging protocols including brain & all applications
18.3	Cardiac Scanning	Step and shoot technique during cardiac scanning for dose reduction, or a similar alternative technology should supply including arrythematic correction in all modes.
18.4	Organ Dose modulation	Advanced dose limiting for critical organs using ODM/ xCARE or equivalent should standard
18.5	3D Dose Modulation	Tube current modulation along Z- axis for different patient size and organs should be offered as standard
18.6	Pediatric & infant Imaging Protocols	Low dose protocols must be provided
19	NETWORKING	

20.1	DICOM	DICOM Storage (Send / Receive)
20.2	DICOM	DICOM Modality Worklist user
20.3	DICOM	Modality Performed Procedure Step (MPPS)
20.4	DICOM	DICOM Print User
20.5	DICOM	Query/Retrieve User and Provider
20.6	DICOM 3 compliance	
20.7	Integration with department RIS and HIS	Integration with departmental RIS and HIS must be done, as and when require. Any licenses or software needed for the same is to be provided by the vendor.
21	LOCAL ARCHIVING	
21.1	Removable Media	
21.2	DV D-RAM archive	
21.3	DICOM CD Writer	
22	ACCESSORIES	
22.1	DUAL HEAD PRESSURE INJECTOR	
22.1.1	Dual head roll up technology injector	Mobile floor mounted touch controlled Dual head injector system from SALIENT or equivalent with Wi-Fi console & RF controller.
22.2	DRY LASER CAMERA	
22.2.1	Resolution	Preferably 32 bits/500 dpi
22.2.2	Port	Min 3
22.2.3	Number of film trays	Minimum 3
22.2.4	Support film sizes	17 x 14, 10 x 12 and others
22.3	UPS	
22.3.1	Power	Full system UPS for 30 min backup with maintenance free batteries
24	FDA Certification, AERB Type Approval, CE certification	System offered should have AERB type approval, FDA certification BISICE/ISO/USFDA certificate from OEM.at the time of submission of the bid.

Independent earmarked workstations for machine, one for faculty and other for service provider should be provided. All necessary and required softwares of CT for complete evaluation of liver, heart, colon CSF, iron & fat quantification, etc, (like faecal tagging, liver volumetry, CSF flowmetry, Pre TAVI, cardiac evaluation) should be

provided at the time of installation and also and usable on all the workstations for CT simultaneously without any processing delay) should be made available perpetually or on renewable basis along with reputed antivirus software.

In above context following details are applicable:

(TAVI measurements, CSF flowmetry, liver volumetry are optional.

SW for vessel analysis (CPR, bone removal, table removal, vessel tracking, stenosis calculation, Calcification Removal), coronary analysis (Automatic, coronary tracking and

Labelling of major vessels, 1 stenosis measurement, coronary vessel tracing, stentl calcified lesion evaluation), & calcium Scoring is needed.

ANNEXURE-III
BID FORM

Ref no:

Date:

To,

Associate Vice President i/c & BH (HCS)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949
Website – www.lifecarehll.com

Dear Sir,

**Ref: IDENTIFICATION OF STRATEGIC BUSINESS ASSOCIATE FROM
EMPANELLED FIRMS FOR ASSISTANCE IN MEDICAL IMAGING PROJECT**

RFQ No: HLL/HCS/RFQ/2026-27/02 Dated 11.06.2026

Having examined the RFQ Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services in full conformity with the Tender Documents and it's the terms and conditions.

We undertake that in case our bid is accepted, we shall Commence work and shall make all reasonable endeavour to achieve contract acceptance.

We agree to abide by this Tender inviting document, which, in accordance with consists of this letter, and Attachments through [specify: the number of attachments] to this Bid form, up to the period mentioned in the Bid document, bids and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We declare that our Bid for services is firm and shall not be subject to any variation for the entire period of the assignment.

In case a formal final Contract is not prepared and executed between us, this Bid, together with your written acceptance of the Bid and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the all or any bid you may receive.

We, the Bid participant, shall indemnify, defend and hold harmless Government of India, 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 breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer/Participants. (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 any affiliate.

We agree to all terms and conditions of the RFQ Document and its amendments.

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

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

ANNEXURE-IV

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

We,

.....

.....

.....

(Include name and address of the bidder)

Hereby declare that we are eligible to bid for the tender: HLL/HCS/RFQ/2026-27/02
Dated 11.06.2026

(Include Tender number and date)

As per the eligibility stipulated by Government Order no F.No.6/18/2019-PPD dated 23-July-2020 inclusive of the latest amendments regarding insertion of rule 144(Xi) in the General Financial Rules (GFR) 2017, issued by Ministry of Finance, Government of India.

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

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

ANNEXURE-V

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 bid against the tender, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the _____ material against _____ Tender No _____ Details of location at which local value addition will be made is as follows: -----

----- We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up to 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

ANNEXURE-VI

INTEGRITY PACT

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

HLL Lifecare Limited.

Division:

eTender No: **HLL/HCS/RFQ/2026-27/02 Dated 11.06.2026**

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

Both HLL and Bidder referred 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 Contractor/s.

NOW, THEREFORE,

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

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project 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 Participants with equity and reason, and will provide to all Participants 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 Participants 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 Participants/ CONTRACTORS

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 favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
- 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
- 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian PARTICIPANTS 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 Participants shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members,

- agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Participants, 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)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.
- 2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

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

- 3.1** The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process
- 3.2** The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason. If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, t HLL is entitled to disqualify the BIDDER from the tender process.

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

- 4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.
- 4.2 HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 4.3 HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation / Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, 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 contractor 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 to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

7.1 HLL has appointed Shri P. Mallikharjuna Rao IFoS (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 subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

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

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

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

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

Clause.9. Facilitation of Investigation

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

Clause.10. Law and Place of Jurisdiction

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

Clause.11. Other legal Actions

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

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

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

Clause. 13. Other provisions

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.2 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.3 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.....