

RE-TENDER DOCUMENT

FOR

Procurement and Supply of Mobile Medical Units for NHM, Arunachal Pradesh

Tender No: HLL/PSD/HCD/2025-26/TENDER/188 Dt: 11.02.2026

E – Tendering



HLL Lifecare Limited

(A Govt. Of India Enterprise)

CIN : U25193KL1966GOI002621

HLL Bhavan, Poojappura,
Thiruvananthapuram -695012
Kerala, India

Tel: 0471 2775500, 0471 2350959
(EXTN – 606 /531)

Website – www.lifecarehll.com

CONTENTS

Titles	Page No.
Notice Inviting Tender (NIT)	02 – 03
General Instruction to Bidder (GIB)	04 – 08
Instruction To Bidder (ITB)	09 – 52
General Conditions of Contract (GCC)	53 – 56
Special Conditions of Contract (SCC)	57
Annexure – 01, Self Declaration	58
Annexure – 02, Bid Form	59
Annexure – 03, Undertaking letter for replacement of market complaint goods	60
Annexure – 04, Technical Compliance sheet	61-62
Annexure – 06, Manufacturer's Authorization Form	64
Annexure – 07, Category details of Organization	65
Annexure - 08 Indemnity Certificate	66
Annexure - 09 Performance Bank Guarantee Format	67
Annexure - 10 Check list	68-69
Annexure - 11 Self Declaration – Compliance to Rule 144 (xi) of the GFR,2017	70
Annexure – 12 Self Declaration – Make In India Preference	71
Annexure – 14 Fall Clause Declaration	72
Annexure- 15 Bidder Info	73
Annexure – 16 List of Banks integrated with NeSL	74
Annexure - 17 Indicative Challan	75
Annexure- 18 PRE-CONTRACT INTEGRITY PACT	76-81
APPENDIX I- Sample QCBS Evaluation	82

HLL LIFECARE LIMITED
 (A Government of India Enterprise)
 Procurement Services Division
 Corporate Head Office, Poojappura.P.O,
 Thiruvananthapuram – 695012, Kerala, India
 Tel: 0471 2775500, 0471 2350959 (EXTN – 606 /531)

NOTICE INVITING TENDER (NIT)

IFB No: HLL/PSD/HCD/2025-26/TENDER/188

11.02.2026

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

SI No	Particulars	Description
1	Name of Item/Work	Procurement and Supply of Mobile Medical Units for NHM, Arunachal Pradesh
2	Location of Delivery/Work	Supply to be made at various locations in Arunachal Pradesh and the full address shall be intimated while issuing the purchase order.
3	Brief description of Item/Work	Procurement and Supply of Mobile Medical Units for NHM, Arunachal Pradesh
4	Bid Security/EMD	Rs.50,00,000.00
5	Bid submission fee/Tender fee	Rs.2,500.00
6	Period of completion	Within 60 days from the date of Purchase Order
7	Price Validity	180 days from the date of opening of bid
8	Eligibility criteria for Bidders	As per Tender document
9	HLL A/c Details for payment of Tender Fees and EMD (Payment mode: NEFT/RTGS)	Name of Bank : HDFC Bank Limited, Trivandrum A/c number : 00630330000035 IFSC Code : HDFC0000063 Branch name : Vazhuthacaud Branch, Thiruvananthapuram
10	Last date and time for online submission of online bids	18-02-2026 at 14:00 hrs
11	Date and time of opening of e-tender	19-02-2026 at 14:00 hrs
12	Address for Communication at HLL regarding the tender	Vice President (PS) and GH (HCS) Procurement Services Division HLL Lifecare Limited Corporate & Regd. Office HLL Bhavan, Poojappura, Thiruvananthapuram-695012 E-mail: sdrbdsouth@lifecarehll.com

एचएलएल लाइफ्केयर लिमिटेड
(भारत सरकार का उद्यम)
सोर्सिंग प्रभाग
कॉर्पोरेट मुख्यालय, पूजपुरा.पी.ओ.,
तिरुवनंतपुरम - 695012, केरल, भारत
दूरभाष: 0471 2775500, 0471 2350959 (एक्स्ट - 606/531)
निविदा आमंत्रण सूचना (एनआईटी)
आईएफबी संख्या: एचएलएल/पएसडी/आरबीटी/2025-26/निविदा/188
11.02.2026

एचएलएल लाइफ्केयर लिमिटेड (एचएलएल), भारत सरकार का उद्यम, योग्य, सक्षम और अनुभवी पार्टियों से एक ई-निविदा आमंत्रित करता है, जो हमारी निविदा के अनुसार आवश्यकताओं को पूरा करने के लिए निम्नलिखित मद/कार्य को निष्पादित करने में सक्षम हैं।

क्र.सं.	व्यौरा	विवरण
1	मद/कार्य का नाम	Procurement and Supply of Mobile Medical Units for NHM, Arunachal Pradesh
2	सुपुर्दगी/कार्य का स्थान	Supply to be made at various locations in Arunachal Pradesh and the full address shall be intimated while issuing the purchase order.
3	मद/कार्य का संक्षिप्त विवरण	Procurement and Supply of Mobile Medical Units for NHM, Arunachal Pradesh
4	बोली प्रतिभूति/ईएमडी	Rs.50,00,000.00
5	बोली प्रस्तुतीकरण शुल्क / निविदा शुल्क	Rs.2,500.00
6	पूरा करने की अवधि	Within 60 days from the date of Purchase Order
7	मूल्य वैधता	180 days from the date of opening of bid
8	बोलीदाताओं के लिए पात्रता मानदंड	As per Tender document
9	निविदा शुल्क और ईएमडी के भुगतान के लिए एचएलएल खाते का विवरण (भुगतान मोड़: एनईएफटी/आरटीजीएस)	Name of Bank : HDFC Bank Limited, Trivandrum A/c number : 00630330000035 IFSC Code : HDFC0000063 Branch name : Vazhuthacaud Branch, Thiruvananthapuram
10	ऑनलाइन बोलियों के ऑनलाइन प्रस्तुतीकरण की अंतिम तारीख और समय	18-02-2026 at 14:00 hrs
11	ई-निविदा खोलने की तिथि और समय	19-02-2026 at 14:00 hrs
12	एचएलएल में निविदा के संबंध में पत्र व्यवहार के लिए पता	Vice President (PS) and GH (HCS) Procurement Services Division HLL Lifecare Limited Corporate & Regd. Office HLL Bhavan, Poojappura, Thiruvananthapuram-695012 E-mail: sdrbdsouth@lifecarehll.com

GENERAL INSTRUCTIONS TO BIDDERS

1. This tender is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>
2. Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.
3. The tender and its corrigendum/extension will also be published in our company website, URL address: <http://www.lifecarehll.com/tender>.
4. The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidders may download and go through the tender document.
5. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
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.
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.
8. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
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.
 - 9.1 Registration
 - a) 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.
 - b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
 - c) 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.
 - d) 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.

- e) 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.
- f) 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.
- g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- i) 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.
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

9.2 Searching for Tender Documents

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

9.3 Preparation of Bid

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

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

11. Tenderer are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

12. 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: -

For any technical related queries please call at 24 x 7 Help Desk Number:
0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787

Note:- International Bidders are requested to prefix +91 as country code

E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority
Technical - support-eproc@nic.in, Policy Related - cппp-doe@nic.in

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

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

Vice President (PS) and GH (HCS)
Procurement Services Division
HLL Lifecare Limited
Corporate & Regd. Office
HLL Bhavan, Poojappura,
Thiruvananthapuram-695012

15. E-mail: sdrbdsouth@lifecarehll.com The bids shall be opened online at the **Office of the Vice President (PS) and GH (HCS)** in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

- 16.** More details can be had from the Office of the Vice President (PS) and GH (HCS) during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
- 17.** 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.

18. Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
- ii. Pre-bid meeting: Not Applicable for this tender
- 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 tender 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 Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. Opening of Financial Bids: Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

19. Tender Processing Fees and Bid Security (EMD):

Tender fee (Non-refundable) and EMD as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank : HDFC Bank Limited, Trivandrum
A/c number : 00630330000035
IFSC Code : HDFC0000063
Branch name : Vazhuthacaud Branch, Thiruvananthapuram

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

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

- 20.** HLL Lifecare Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
- 21.** HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.

- 22.** In case, it is found during the evaluation or at any time before placing of PO or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare as deemed fit.
- 23.** Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
- 24.** The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.
- 25.** 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.

26. 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 Technical bid and Financial 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.

VICE PRESIDENT (PS) AND GH (HCS)

INSTRUCTIONS TO THE BIDDERS (ITB)

Section 1

I. COMPANY BACKGROUND:

HLL Lifecare Limited (HLL) is a public sector undertaking under the administrative control of the Ministry of Health & Family Welfare, Government of India. HLL's purpose of business is to provide quality healthcare products and services at affordable rates. 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. HLL Vending Business Division is offering solution for retailing and making available range of HLL's - quality healthcare products / Sanitary Napkins / Condoms etc., products through state-of-art Vending machines. HLL has also forayed into the Service sectors of Healthcare Diagnostics and Pharmaceutical retail business for more than 10 years.

TENDER DETAILS

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from the eligible, competent and experienced Suppliers/Dealers/Manufacturers for:

- Procurement fabrication, installation of equipment and other items and Supply of Mobile Medical Units for NHM, Arunachal Pradesh as per the below table to various locations.
- Supply to be made at various locations in the state of Arunachal Pradesh, the full address shall be intimated while issuing the purchase order.
- Suppliers must ensure strict compliance to all statutory regulations, quality standards, scope of work and technical specifications detailed below.

II. Product List

S/n	Item Name	Quantity (nos)
1	Mobile Medical Units	40

III. Scope of Work – Mobile Medical Units (MMU)

The bidder shall be responsible for:

- Design, supply, installation, and commissioning** of the Mobile Medical Unit inside the mobile van.
- Supply and integration of **medical devices, telemedicine kit & application, IT hardware, and networking components**.
- Configuration of **ABDM - compliant Telehealth software**, ABHA linkage, and EHR creation.
- Training** of medical and paramedical staff.
- Warranty, AMC, and technical support** for supplied equipment and software.
- Data security, user access control, and system monitoring**

IV. Technical Specifications

2.1 Functional Capabilities of the MHU

The MMU shall enable the following core functionalities:

a. On-Site Diagnostic Services

- Portable diagnostic investigations including **digital chest X-ray** for screening purposes.
- AI-assisted TB screening to support **early identification and triage** during outreach activities.
- Capability to operate diagnostics fully offline with local storage.
- Blood investigations

b. Teleconsultation Services

- Real-time audio/video teleconsultation with registered medical practitioners or specialists.
- Secure transmission of diagnostic data (including X-ray images and AI outputs) for remote review.
- Ability to support follow-up consultations where required.

c. Digital Health Record Management

- Patient registration and encounter creation in line with **ABDM data standards**.
- Creation, storage, and retrieval of digital health records.
- Secure synchronization of records with backend systems when internet connectivity is available.

d. Public Health Program Support

- Support for disease screening programs, including TB screening drives.
- Generation of MIS reports, screening statistics, and utilization data as required by the Health Department.
- Facilitation of referrals to higher healthcare facilities where required.

2.2 General Requirements of MMU

- a. The bidder shall supply a fully **Integrated Mobile Medical Unit (MMU)** ready for primary health care delivery.
- b. The vehicle must be **new, unused, latest manufacturing year**, and comply with all applicable **statutory regulations in India** (CMVR, RTO, emission norms, safety).
- c. The Mobile Clinic shall be designed for deployment in **rural, semi-urban and remote areas**, and capable of continuous health service delivery.
- d. The offered solution shall include **base vehicle, internal fabrication, medical equipment mounting, power supply, and support systems** required for a functional mobile clinic.

MOBILE VAN

SI. No.	Parameter	Minimum Technical Requirement
1	Vehicle Type	Light commercial vehicle suitable for conversion into a mobile clinic

2	Engine Capacity	≥ 2500 cc diesel engine
3	Engine Power	≥ 70 HP @ appropriate rpm
4	Fuel Tank Capacity	≥ 40 litres
5	Transmission	Manual
6	Drive Type	4-wheel drive
7	Steering System	Power steering
8	Minimum Capacity	Seating Driver + 4 passengers (D+4)
9	Brakes	Front disc, rear drum
10	Tyres	Appropriate rated radial tyres with spare
11	Wheelbase	≥ 2800 mm
12	Overall Length	≥ 2800 mm
13	Width	≥ 1800 mm
14	Height	≥ 1800 mm
15	Ground Clearance	≥ 180 mm
16	Kerb Weight	≥ 1800 kg
17	Gross Vehicle Weight	≥ 2900 kg
18	Fuel Type	Diesel (BS-VI compliant)

2.3 Internal Fabrication & MMU Layout

The internal cabin shall be fabricated to serve as a clinic space with the following specifications:

1. **Interior panelling and insulation** suitable for medical equipment, environment control, and hygiene.
2. **Camper Awnings, LED Lights, cabinets**
3. **Partitioning** between driver compartment and clinic area.
4. Adequate **flooring, lighting, ventilation, and power supply** arrangements (inverter / generator / solar /battery backup).
5. **Medical examination area** with sufficient headroom and floor space, Basic diagnostic tools, medical supplies, and furniture
6. Pharmacy Section: Storage for essential medicines and health supplies
7. Waiting Area: Accommodating patients in a safe, hygienic manner
8. Staff Area: Rest area for medical personnel
9. Provision for **storage cabinets** for medical supplies and instruments.
10. Handholds, non-slip flooring, and patient safety features.
11. The bidder shall provide a solar power generation and storage system integrated into the Mobile Medical Unit (MMU) to ensure reliable and uninterrupted power.
12. Water and Waste Disposal: Maintaining hygiene standards.
13. 4x4 Vehicle with GPS & CCTV linked to State 108 Control Room

2.4 GPS & CCTV Surveillance

- a. GPS Tracking System shall be integrated with the State 108 Central Control Room, enabling real-time vehicle tracking, route compliance, and emergency response coordination.

- b. CCTV Cameras (internal and external) for live feed monitoring and ensuring patient and staff safety.
- c. DVR with one month storage shall be provided in each MMU.
- d. This integration will allow the 108 Emergency Response Center, already functional at the State HQ, to monitor MMU movement, support dispatch during critical situations, and ensure accountability.
- e. The system shall support:
 - i. Portable diagnostic equipment (e.g., DR system, AI workstation)
 - ii. Teleconsultation devices (tablet/laptop, webcams, speakers, etc.)
 - iii. Lighting and general cabin power
 - iv. Networking and connectivity equipment
 - v. Auxiliary medical devices

2.5 Solar Power System — Technical Requirements

SI. No.	Parameter	Minimum Requirement (Government RFP Aligned)
1	Solar Panel Type	High-efficiency mono-crystalline solar panels
2	Installed Capacity	≥ 1.5 kWp (subject to detailed load analysis)
3	Mounting System	Roof-mount, vibration & shock-resistant suitable for mobile van
4	Charge Controller	MPPT (Maximum Power Point Tracking) with protective features
5	Battery Type	Lithium-ion (LiFePO4) or VRLA tubular battery with deep-cycle capability
6	Battery Duration	Backup 6–8 hours of critical load support
7	Inverter	Pure sine wave inverter, minimum 2 kVA
8	Output Voltage	AC 230 VAC ±10%, 50 Hz
9	Distribution	Dedicated MCB/ELCB-protected distribution panel
10	Automatic Changeover	Auto switching between solar/battery/grid/vehicle alternator
11	Monitoring	Digital display for charge level, voltage, and performance
12	Safety Features	Over-charge, over-discharge, surge, short circuit protection
13	Standards Compliance	MNRE / IEC / ISI / BIS certified components
14	Installation & Cabling	UV-protected, fire resistant, suitable for mobile environments

2.6 Imaging Device

A. General Requirements

1. The equipment shall be an **ultraportable digital X-ray system** suitable for **Mass TB screening, Mobile health units, outreach camps, and Active Case Finding (ACF)**.
2. The system shall include:
 - o **Portable DR flat panel detector**
 - o **Portable X-ray source / generator**
 - o **AI software for TB screening**

3. The system shall support **offline use with local storage and auto-sync** of images/reports when internet is available.
4. The solution shall include **operation training and handholding** for health personnel.

B. Digital Radiography (DR) Detector

Sl. No.	Parameter	Minimum Technical Requirement
1	Detector Type	Portable flat panel digital detector (DR)
2	Detector Size	Approximately 17 × 17 inch (430 × 430 mm)
3	Pixel Pitch	≤ 140 µm
4	Image Resolution	≥ 3,000 × 3,000 pixels
5	Scintillator	CsI or GOS conversion layer
6	Image Depth	Pure 16-bit AD conversion
7	On-board Storage	≥ 100 images
8	Communication Interface	Gigabit Ethernet and IEEE 802.11ac wireless
9	Calibration Modes	Auto Exposure Detection (AED), Auto Calibration Control, manual
10	Durability (whole surface)	≥ 200 kg load bearing
11	Durability (point load)	≥ 100 kg on 4×4 cm area
12	Drop Toughness	Drop tested up to 50 cm
13	Ingress Protection	IP68 (Dust & water resistance)
14	Operating Temp	10°C – 35°C, non-condensing
15	Storage Temp	–10°C – 60°C, non-condensing
16	Battery Type	Lithium-ion polymer
17	Battery Operation	≥ 12 hours typical
18	Weight (with battery)	≤ 5 kg
19	Power Supply	AC 100–240 VAC

C. X-Ray Source / Generator

Sl. No.	Parameter	Minimum Technical Requirement
1	X-ray Source	Portable / handheld X-ray generator
2	kV Range	≥ 70 kV
3	mA Range	≥ 2 mA
4	Exposure Time	0.04 – 2.0 s
5	mAs Range	0.8 – 4.0 mAs
6	Generator Power	≥ 140 W
7	Focal Spot	≤ 0.4 mm
8	Heat Storage	≥ 9,000 HU
9	Battery Capacity	≥ 2500 mAh
10	Weight	≤ 2.5 kg

12	Input Supply	AC 100-240 VAC
13	Operation	Manual / switch control

D. Software – Image Acquisition & Processing

Sl. No.	Parameter	Minimum Technical Requirement
1	Image Acquisition Software	Should support full image enhancement tools including contrast, brightness, window/level, zoom, flip, rotate, annotation, measurement, noise suppression, and digital collimation.
2	Review Platform	Real-time display on portable tablet/laptop with secure connectivity
3	Printer Compatibility	Compatible with dry laser printer for hard copies.
4	Data Encryption	Compliance with GOI digital health standards (secure storage & sync)

E. AI for TB Screening

Sl. No.	Parameter	Minimum Technical Requirement
1	AI Type	Automated AI software for tuberculosis screening and prioritization
2	Input	DICOM (mandatory), JPEG/PNG (optional)
3	Output	TB probability score, Normal/Abnormal label, heatmap regions
4	Processing Time	≤ 10 seconds/image
5	Sensitivity	≥ 90%
6	Specificity	≥ 80%
7	Deployment	Cloud, on-premise, or edge with offline capabilities
8	Integration	REST API support for PACS/HIS/telemedicine
9	Data Privacy	Encryption, role-based access, audit logs
10	Compatibility	Must be AI-ready and integrable with hardware.

F. Regulatory & Compliance – Mandatory

- AERB Type Approval (India)
- CDSCO compliance (as applicable)
- ISO 13485 certified manufacturing
- IEC/BIS electrical safety certification
- AI software should have valid US FDA 510(k)
- Make-in-India (preferred)

G. VALUE-ADDED REQUIREMENTS

1. AI + Workflow Integration

- AI shall run **automatically post image capture** without manual upload.
- Offline AI inference with **auto-sync** on connectivity.

2. TB Program Intelligence

- AI shall provide **case prioritization (High/Medium/Low risk)**.
- Dashboard for **screened vs suspected TB counts**.

3. Explainable AI

- Heatmap-based visual explanation for each AI output.
- Audit trail for AI decisions.

4. Mobile Clinic Robustness

- Shock & vibration resistance suitable for vehicle-mounted use.
- Stable operation during continuous mobile deployment.

5. Offline-First Public Health Design

- Full functionality without internet.
- Secure background synchronization when network is available.

6. Interoperability & Future Readiness

- Structured data export (JSON / CSV / HL7-FHIR ready).
- Architecture expandable for future non-TB AI modules.

7. Training & Knowledge Transfer

- Role-based training for technicians, doctors, and program managers.
- AI interpretation guidance and limitations included.

2.8 Telemedicine Kit – Standard Configuration (7 Devices)

Each telemedicine kit must include the following Bluetooth-enabled medical devices:

1. **Digital Blood Pressure Monitor** – With standard cuff.
2. **Pulse Oximeter** – For measuring SpO2 levels and pulse rate.
3. **Digital Thermometer** – For accurate body temperature reading.
4. **Digital Stethoscope** – For auscultation of heart and lung sounds.
5. **ECG Device** – Portable and compatible with the platform.
6. **Foetal Doppler** – For foetal heart monitoring.
7. **General Examination Camera** – High-resolution camera for remote physical examinations. (USB based)

2.9 Technical Specifications – Telemedicine Kit (7 Devices)

Each Telemedicine Kit shall include the following certified medical-grade devices, all integrated via **Bluetooth Low Energy (BLE)** for real-time data transmission to the host telemedicine platform.

Device	Description & Features	Certifications Required	Qty
Digital Stethoscope	<ul style="list-style-type: none"> - Bluetooth-enabled device for real-time streaming of heart and lung sounds - Supports store-and-forward functionality - Built-in ambient noise reduction, hand tremor, and friction noise filtering - Rechargeable battery with USB charging support 	USFDA Approved / CE Mark (Notified EU Body) / CE Compliance / BIS/ CDSCO Approved	1
Digital Blood Pressure Monitor	<ul style="list-style-type: none"> - Non-invasive, oscillometric BP measurement - Supports adult cuff (S/M/L sizes) - Real-time Bluetooth data transfer to host system 	USFDA Approved / CE Mark (Notified EU Body) / CE Compliance / BIS / CDSCO Approved	1
Pulse Oximeter	<ul style="list-style-type: none"> - Finger probe for measuring SpO₂ and pulse rate - Real-time data streaming over BLE - Built-in display for standalone reading 	USFDA Approved / CE Mark (Notified EU Body) / USFDA 510(k) / CDSCO Approved	1
Non-Contact Thermometer	<ul style="list-style-type: none"> - Infrared thermometer for forehead temperature readings - Accurate readings within seconds - BLE data transfer - Rechargeable battery operation 	USFDA Approved / CE Mark (Notified EU Body) / CE Compliance / USFDA 510(k) / CDSCO Approved	1
Handheld Examination Camera	<ul style="list-style-type: none"> - High-resolution video capture with adjustable magnification - Suitable for dermatology, ENT, and general examinations - Compatible with telehealth systems 	BIS/ ISO 9001:2015, VOC (CE)	1
Portable ECG Device	<ul style="list-style-type: none"> - 10-lead, 12-channel simultaneous ECG acquisition - BLE-enabled with patient cable - Built-in filters for baseline stability, muscle tremor, and electrical noise - Lead-off detection 	USFDA Approved / CE Mark (Notified EU Body) BIS/CDSCO Approved /CE Compliance , IEC 60601-1	1
Fetal Doppler	<ul style="list-style-type: none"> - Accurate fetal heart rate monitoring - Bluetooth-enabled, rechargeable - Includes accessories for easy use 	BIS/ CDSCO Approved / CE Compliance	1
Hb A1c Analyser	POCT type, detailed specifications given below	USFDA Approved / CE Mark (Notified EU Body) / CE Compliance / USFDA 510(k) / CDSCO Approved	1

Lipid analyser	POCT type, detailed specifications given below	USFDA Approved / CE Mark 1 (Notified EU Body) / CE Compliance / USFDA 510(k) / CDSCO Approved
Biochemistry analyser	Detailed specifications given below	USFDA Approved / CE Mark 1 (Notified EU Body) / CE Compliance / USFDA 510(k) / CDSCO Approved
Urine Analyser	POCT type, detailed specifications given below	USFDA Approved / CE Mark 1 (Notified EU Body) / CE Compliance / USFDA 510(k) / CDSCO Approved
Centrifuge	detailed specifications given below	USFDA Approved / CE Mark 1 (Notified EU Body) / CE Compliance / USFDA 510(k) / CDSCO Approved

2.9 Telemedicine Platform – Core Functional Requirements

A. The proposed Telemedicine Platform must support the following functionalities:

1. **Staff Information Management** – Capture and store non-clinical details of staff.
2. **User Registration & Profile Management** – For both medical staff and patients.
3. **Workflow Management** – Seamless doctor-patient workflow handling.
4. **Appointment & Live Consultation Scheduling** – Based on department and doctor availability.
5. **Medical History Recording** – Including immunization, disability, surgical history, etc.
6. **Electronic Health Records (EHR)** – Storage and access to medical diagnoses, symptoms, lab tests, etc.
7. **Secure Data Transmission** – Via encrypted communication protocols.
8. **Queue Management System** – For managing patient flow.
9. **Audio/Video Teleconsultation** – High-quality, real-time communication.
10. **Diagnostics & Image Sharing** – Support for uploading of scanned X-ray Images, digital prescriptions, and referrals.
11. **Device Output Integration** – Capture video and data from medical equipment.
12. **Compliance with MCI Guidelines** – In line with India's Telemedicine Practice Guidelines.
13. **Data Privacy** – Adherence to the Indian Medical Council Act and applicable data protection regulations.
14. **Role-Based Access & Reporting** – Multi-tiered access control and insightful reporting tools.
15. **Communication & Notifications** – SMS, email alerts and reminders.
16. **ABDM M1, M2 & M3 complaint telehealth application**
17. **ABHA creation and linkage**
18. **E-prescription and e-referral**

19. Video, audio and chat based teleconsultation.

20. System Integrations:

- a. ICD (International Classification of Diseases)
- b. Seamless Telemedicine App Integration
- c. Bluetooth-based integration with seven essential medical devices (as listed below)

B. Telemedicine Application Integration

The platform should be tightly integrated with national healthcare standards and infrastructure, including:

1. **ABDM M3 Integration** – Fully compatible with the Ayushman Bharat Digital Mission (ABDM) and HL7 standards.
2. **ABHA ID Compatibility** – Patients can link their telemedicine profiles and EHRs with their **ABHA ID**.
3. **ABHA ID Generation** – Through Aadhaar-based identity verification.
4. **Unified Patient Identity** – All healthcare benefits and records linked to a unique ABHA number.
5. **Hassle-Free Registration** – Eliminating the need for long queues at healthcare centers.
6. **Data Ownership & Confidentiality** – All data remains the sole property of the **<End Client>**, and strict confidentiality must be maintained.

C. Hardware

- a. All-in-One Clinical Workstation / Laptop
- b. High-resolution display
- c. HD Camera, microphone, and speaker support
- d. Network Router with dual SIM support
- e. Local server / edge device (if required)

D. Connectivity & Offline Operations

- a. Support for **4G/5G broadband connectivity**.
- b. Should provide cloud storage access for 3 years with adequate storage capacity for the tele reporting and other reports.
- c. **Offline data capture** during network outages.
- d. **Automatic data synchronization** once connectivity is restored

E. Power & Electrical System

- a. On-board **UPS / inverter** with adequate backup.
- b. Surge protection and earthing.
- c. Power distribution for medical and IT equipment.

III. Medical Devices: Purpose and Specifications

Overview: Purpose of Each Medical Device

Device	Clinical Purpose	Vital Parameters Measured	Applicable Medical Departments
Digital Stethoscope	Detects chest congestion, heart and lung sounds	2	General Medicine
Digital BP Monitor	Measures systolic and diastolic blood pressure (low/high)	1	General Medicine, Cardiology
Pulse Oximeter	Monitors pulse rate and oxygen saturation (SpO_2); critical for respiratory illnesses like COVID-19	2	General Medicine, Pulmonology
Non-Contact Thermometer	Measures body temperature from the forehead without physical contact	1	General Medicine
Handheld Exam Camera	Enables surface-level inspection of skin, eyes, nose, throat, ear, and oral cavity	5	Dermatology, ENT, Oncology (Upper), General Med.
Portable ECG	Detects cardiac irregularities (ischemia, arrhythmia, heart block, STEMI)	1	Cardiology, General Medicine
Fetal Doppler	Monitors fetal heart rate for prenatal care	1	Gynecology, Pediatrics

3.2 Technical Specifications of Devices

A. Digital Blood Pressure Monitor

- Function:** Non-invasive blood pressure measurement using oscillometric technology
- Features:**
 - Adult BP cuff included (Small/Medium/Large sizes supported)
 - Bluetooth Low Energy (BLE) connectivity
 - Real-time data transmission

B. Portable ECG Device

- Function:** Captures 10-lead, 12-channel ECG signals
- Features:**
 - Simultaneous acquisition
 - Bluetooth-enabled
 - Lead-off detection

4. Filters for baseline stabilization, muscle tremor, and power-line noise

C. Non-Contact Infrared Thermometer

- a. **Function:** Measures forehead temperature quickly without contact
- b. **Features:**
 1. BLE connectivity
 2. Instant and accurate readings
 3. Dual mode (forehead and ear)

D. Digital Pulse Oximeter

- a. **Function:** Measures SpO₂ and pulse rate
- b. **Features:**
 1. Finger-probe design
 2. Built-in display and Bluetooth streaming
 3. Low energy consumption

E. Digital Stethoscope

- a. **Function:** Captures heart and lung sounds for diagnostic use
- b. **Features:**
 1. Bluetooth connectivity with store-and-forward capabilities
 2. Advanced noise cancellation (ambient noise, tremors, friction)
 3. Rechargeable via USB

F. Handheld General Examination Camera

- a. **Function:** High-resolution video for dermatological and ENT use
- b. **Features:**
 1. Adjustable Magnification and microscopic imaging
 2. Seamless integration with telemedicine software

G. Fetal Doppler

- a. **Function:** Tracks fetal heart rate (FHR) during prenatal monitoring
- b. **Features:**
 1. Indicators for FHR signal quality
 2. Audio and visual alerts for abnormal readings
 3. Bluetooth connectivity, USB charging

H. Point of Care Diagnostic Devices

A. HbA1c Analyzer

Sl. No.	Parameter	Minimum Technical Requirement
1	Equipment Type	Point-of-Care HbA1c Analyzer
2	Intended Use	Quantitative estimation of HbA1c for diabetes screening and monitoring
3	Measurement Principle	Immunoassay / Boronate affinity / equivalent approved method
4	Sample Type	Capillary whole blood (finger prick) and/or venous blood
5	Sample Volume	≤ 10 µL
6	Measuring Range	≥ 4.0% to 14.0% HbA1c
7	Test Time	≤ 5 minutes
8	Accuracy / Precision	CV ≤ 3%; NGSP / IFCC traceable
9	Calibration	Factory calibrated / automatic calibration
10	Quality Control	Internal and/or external quality control support
11	Display	Built-in LCD / Touchscreen
12	Data Storage	≥ 500 patient test results
13	Connectivity	USB / Bluetooth / Wi-Fi
14	Power Supply	Battery operated
15	Consumables	Single-use cartridges / strips
16	Consumable Life	Shelf ≥ 12 months
17	Certifications	CDSCO / CE/ ISO 13485 certified/ USFDA
18	Operation	Fully automated / minimal operator intervention

B. Lipid Profile Analyzer (POCT)

Sl. No.	Parameter	Minimum Technical Requirement
1	Equipment Type	Point-of-Care Lipid Profile Analyzer
2	Parameters	TC, TG, HDL, LDL, VLDL (direct or calculated)
3	Intended Use	Cardiac risk screening and monitoring
4	Sample Type	Capillary whole blood
5	Sample Volume	≤ 40 µL
6	Test Time	≤ 5 minutes
7	Measurement Principle	Dry chemistry / reflectance photometry
8	Calibration	Automatic / strip-based
9	Accuracy	Clinically acceptable for screening use
10	Display	Built-in LCD display
11	Data Storage	Patient-wise result storage
12	Connectivity	USB / Bluetooth / Wi-Fi
13	Power Supply	Battery Operated
14	Battery Backup	Mandatory for mobile / MMU use
15	Consumables	Single-use lipid test strips
16	Consumable Shelf Life	≥ 12 months
17	Certifications	CDSCO / CE/ ISO 13485 certified/ USFDA

C. Semi-Automatic Biochemistry Analyzer

Sl. No.	Parameter	Minimum Requirement
1	Analyzer Type	Semi-automatic biochemistry analyzer for routine clinical chemistry tests
2	Measurement Modes	Endpoint, Fixed Time, Kinetic, Bichromatic, Absorbance, and Multi-calibration modes
3	Absorbance Range	-0.500 to 3.000 Absorbance units
4	Optical System	Minimum filters: 340 nm, 405 nm, 500 nm, 546 nm, 578 nm, 620 nm with provision for at least two optional filters
5	Display	Real-time graphical display of test progress on screen
6	Temperature Control	Selectable temperatures: 25°C, 30°C, and 37°C with Peltier-based control
7	Light Source	Long-life 12V/20W halogen lamp or equivalent
8	Measurement System	Dual mode operation with both flow cell and cuvette
9	Aspiration Volume	Maximum aspiration volume: 400 µL
10	Printer	Inbuilt thermal printer
11	Test Menu	Pre-programmed with validated biochemistry parameters from manufacturer
12	Memory	Storage for minimum 2000 patient test results
13	Field Experience	Minimum 500 installations in India; product in market for at least 5 years

D. Urine Analyzer (POCT)

Sl. No.	Parameter	Minimum Technical Requirement
1	Equipment Type	Urine Analyzer
2	Intended Use	Routine urine screening
3	Parameters	Glucose, Protein, Ketone, pH, Blood, Bilirubin, Urobilinogen, Nitrite, Albumin Protein, UACR ratio
4	Measurement Principle	Reflectance photometry
5	Sample Type	Urine
6	Test Time	≤ 1 minute
7	Strip Type	Multi-parameter reagent strips
8	Calibration	Automatic
9	Throughput	≥ 60 tests per hour
10	Display	LCD display
11	Data Storage	Patient-wise result storage
12	Connectivity	USB / Bluetooth
13	Power Supply	Battery Operated
14	Battery Option	Preferred for field / MMU use
15	Consumables	Urine reagent strips

16	Consumable Life	Shelf ≥ 12 months
17	Certifications	CDSCO / CE/ ISO 13485 certified/ USFDA

E. Regulatory & Compliance – Mandatory

Sl. No.	Requirement	Details / Minimum Requirement
1	Applicable Regulations	Medical Device Rules (MDR), 2017 and amendments issued by Govt. of India
2	CDSCO Compliance	Device shall be CDSCO registered / compliant, wherever applicable
3	CE / ISO Certification	CE certification and/or ISO 13485 certification mandatory
4	USFDA Approval	USFDA 510(k) approval, if available, shall be treated as an added advantage
5	Certificate Validity	All certificates shall be valid on the date of bid submission
6	Certificate Ownership	Certificates shall be in the name of OEM / Manufacturer
7	Model Traceability	Certificates must correspond to the quoted model
8	CDSCO Exemption Clause	If CDSCO exemption applies, bidder shall submit self-declaration with supporting documents
9	Import Compliance	Imported devices must have valid CDSCO Import License
10	Manufacturer Authorization	Mandatory if bidder is not the OEM
11	Quality Management System	Manufacturing facility shall be ISO 13485 compliant
13	User Training	On-site training for healthcare staff
14	After-Sales Support	Service support available within India
15	Documentation	Datasheets, user manuals, and certificates to be submitted

F. Essential Accessories & Centrifuge
(Semi-Automatic Biochemistry Analyzer – Mandatory)

Sl. No.	Item	Minimum Requirement
1	Starter Reagents	Initial reagents sufficient to start testing
2	Calibrators	Compatible manufacturer-recommended calibrators
3	QC Material	Normal & abnormal level QC
4	Cuvettes	Compatible disposable / reusable cuvettes
5	Micropipettes & Tips	Suitable for required sample volumes
6	Printer	Inbuilt or external (if not inbuilt)
7	UPS	Power backup suitable for analyzer
8	Documentation & Training	User manuals and on-site training

G. Centrifuge (Mandatory)

Sl. No.	Parameter	Minimum Requirement
1	Type	Bench-top clinical centrifuge
2	Application	Serum / plasma separation

3	Speed	≥ 3,000 RPM
4	Capacity	≥ 6 × 15 mL tubes
5	Safety	Lid lock / imbalance protection
6	Power Supply	AC 220–240 VAC
7	Certification	CE and/or ISO 13485

H.CONSUMABLES

Diagnostic Reagents – 1000 tests for each equipment mentioned above

I. SAFETY EQUIPMENT

Fire Extinguisher (ABC Type) – 1 no

G. Hardware Specifications

a. Laptop Specifications for Telemedicine Kit

The bidder shall supply laptops meeting or exceeding the following minimum technical specifications:

Specification	Required Configuration
Manufacturing Year	2024 or later
Battery	1 Lithium-Ion Battery (Included & Required)
Wireless Connectivity	Integrated Wi-Fi and Bluetooth
Memory (RAM)	Minimum 64 GB DDR4
Storage	512 GB SSD
Operating System	Windows 10/11 or Ubuntu
Processor	Intel Core i5-1235U or higher, minimum 3.3 GHz
Processor Count	Single Processor
Display	Minimum 14" LED Display (Touchscreen preferred if no significant cost increase)
Graphics	Integrated Graphics with Shared Memory
USB Ports	Minimum 3
Connectivity Ports	USB, HDMI, Ethernet (mandatory)
Input Device	Built-in Keyboard
Bundled Accessories	Laptop, Battery, AC Adapter, User Guide, Manuals
Pre-installed Software	Microsoft Office not required
Warranty	OEM Standard Warranty

b. Printer Specifications (For Telemedicine Kit)

The bidder shall provide **monochrome printers** with the following minimum specifications:

Specification	Required Configuration
Model Year	2024 or later
Functionality	Print (Single Function)
Output Type	Monochrome
Connectivity	USB 2.0 High-Speed Interface, Wi-Fi Enabled
Operating System	Windows 10, Ubuntu, Linux, macOS
Compatibility	
Print Speed (Monochrome)	Minimum 18 pages per minute (ppm)
Print Resolution	600 x 600 dpi
Supported Paper Size	A4
Paper Thickness Support	64 to 275 GSM
Input Sheet Capacity	Minimum 100 Sheets (A4)
Power Consumption	Operating: 320W; Standby: 1.8W; Sleep: 0.8W (via USB connection)
Special Features	High-Speed Printing
Included Components	Printer, Starter Cartridge, Power Cord
Warranty	OEM Standard Warranty

IV. Roles & Responsibilities

Responsibilities of the Bidder

1. Supply & Commissioning

- Supply all equipment, software, and accessories as per scope / BoQ mentioned.
- Ensure compliance with statutory, regulatory, and safety requirements.
- Complete installation, testing, and commissioning.

2. Training & Documentation

- Conduct training programs and refresher sessions.
- Provide SOPs, safety manuals, and user documentation.

3. Operations & Maintenance

- Provide maintenance services.
- Ensure availability of spares.
- Maintain uptime and service quality.

4. Data Security & Compliance

- Ensure compliance with ABDM, data privacy, and cybersecurity requirements.
- Maintain audit trails and secure access control

V. Deployment Methodology

Phase I – Mobilization & Planning

1. The selected bidder shall nominate a **Project Manager** responsible for end-to-end coordination.
2. A detailed **Deployment Plan** shall be submitted, covering:
 - Number of MHUs
 - Deployment locations and routes
 - Installation timelines
 - Resource allocation
3. A **pre-deployment readiness assessment** shall be conducted for each mobile van, covering:
 - Space and mounting provisions
 - Power availability
 - Safety and operational constraints

Deliverables:

- Approved deployment plan
- Readiness and safety checklist
- Project governance structure

Phase II – Installation & Configuration

1. Installation of all diagnostic, IT, and communication equipment inside the mobile van.
2. Configuration of:
 - Portable digital X-ray system
 - AI-based TB screening software
 - Teleconsultation platform
 - ABDM-compliant digital health record system
3. Implementation of cybersecurity measures including role-based access and encrypted data storage.
4. Configuration of offline operation with secure data synchronization.

Deliverables:

- Installation completion report
- Configuration and integration report

Phase III – Integration, Testing & Acceptance

1. End-to-end functional testing of all workflows, including:
 - Patient registration
 - Diagnostic data capture
 - AI-based screening output
 - Teleconsultation
 - Digital record creation and synchronization
2. Performance testing under simulated field conditions.
3. **User Acceptance Testing (UAT)** shall be conducted in the presence of authorized Health Department representatives.

Deliverables:

- Test reports
- UAT sign-off
- Go-live approval

Phase IV – Training & Go-Live

1. The bidder shall provide **structured, role-based training** to:
 - X-ray technicians/radiographers
 - Medical officers
 - Nurses and operators
 - MHU support staff
2. Training shall cover:
 - Initial Induction Training: Standard MMU protocols, first aid, diagnostics
 - Equipment operation and safety
 - AI output interpretation and limitations
 - Teleconsultation workflows
 - ABDM data entry and compliance
 - Digital Training Modules: For AI tools, patient records, referral systems, telemedicine
3. Initial operations shall be supported through **on-site handholding**.
4. Refresher training during the support period.

Deliverables:

- Training completion records
- SOPs and user manuals

Phase V – Operations & Support

1. The bidder shall provide:
 - Preventive maintenance

- Breakdown maintenance
- Software support and updates

2. Support shall be governed by defined **Service Level Agreements (SLAs)**.
3. Periodic performance and uptime reports shall be submitted to the Health Department.

Deliverables:

- Maintenance logs
- SLA compliance reports

VI. Workflow Process

1. **Patient Registration (ABHA-based)**
2. **Vitals & Diagnostics Capture**
3. **Teleconsultation with Remote Doctor**
4. **e-Prescription & Clinical Notes**
5. **Report Generation & Data Sync**
6. **Referral to Higher Healthcare Facility (if required)**

VII. Data Security & Compliance

- Role-based access control.
- Data encryption at rest and in transit.
- Compliance with **ABDM, IT Act, and data privacy guidelines**.
- Secure cloud hosting with audit logs.

VIII. Reporting & Analytics

- Daily / weekly patient visit reports.
- Disease-wise and location-wise analytics.
- Device usage and performance reports.
- Administrative dashboards for monitoring outreach impact.

IX. Scalability & Expansion

- Modular design to add more devices or services.
- Easy on-boarding of additional MHUs.
- Centralized monitoring for multiple vans.

X. OTHER TERMS AND CONDITIONS

1. The registration of vehicle shall be the responsibility of the bidder. The vehicle shall be registered under the name given along with PO.

2. Comprehensive insurance for the vehicle, fabrications and equipment shall be provided by the bidder for the first year.
3. The road tax for the first year shall be paid by the bidder.
4. The design and layout of the vehicle shall be provided in the technical bid with details of measurement and 3D images.
5. The exterior branding design of the MMU shall be provided along with PO, the bidder shall do the design work and implement in all vehicles. Suitable transparent coating shall be provided in order to prevent peel off issues.
6. During the warranty period the entire cost towards the maintenance of vehicle, equipment and software provided shall be done at free of cost.
7. For vehicles the periodic maintenance shall be done as per the recommendations of the manufacturer at the authorised workshop at free of charges.
8. Two preventive maintenance visits shall be done for the interior fabrications and the equipment supplied during the warranty and CAMC period.
9. The CAMC rates shall be offered for all items except the vehicles.
10. 95% uptime shall be ensured for the MMU during the warranty period and in the CAMC period 95% uptime shall be ensured for the MMU without the vehicle.

V. SUPPLY LOCATION

Supply to be made at various location of Arunachal Pradesh, the full address shall be intimated while issuing the purchase order.

Section 2:

1. ELIGIBLE BIDDERS

Bidders are requested to submit the Tender processing fee and EMD online on or before the due date as mentioned in the NIT. The bidders who failed to submit the tender fee and EMD before the submission deadline will be considered as technically non responsive.

A Bidder should have following eligibility criteria as of the date of bid submission and should continue to meet these till the award of the contract.

- 1.1. The bidder must be a company registered in India and shall submit valid proof of registration..
- 1.2. The bidder should have an average annual turnover of **₹5 Crores** and a positive net worth during the last three (3) financial years.
- 1.3. The bidder shall submit valid GST and PAN registrations.
- 1.4. The bidder shall possess ISO 9001 certification.
- 1.5. The Bidder must have supplied a minimum of five (5) Mobile Health Unit / Telemedicine / Tele Consultancy Solution.
- 1.6. The bidder shall submit a non-blacklisting affidavit on ₹100/- stamp paper, duly notarized.
- 1.7. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
- 1.8. Bidders who are eligible as per the Provisions of Public Procurement –Preference to Make in India Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments are eligible to participate in the tender. A self-declaration as per Annexure 12 with respect to this order must be submitted.
- 1.9. Any bidder 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 order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of the GFR, 2017 and any amendments issued thereafter) inclusive of the latest amendments issued by Ministry of Finance, GOI at Annexure 11 of this bidding document. The bidder must comply with all provisions mentioned in this order. A self-declaration as per Annexure 13 with respect to this order must be submitted.
- 1.10. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.
- 1.11. (a) Bidder / manufacturer who has been de-recognized/debarred/banned/blacklisted by any other State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law can't participate in the tender during the period of de-recognition / debarment/ Banned/blacklisted. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in accordance with the Instructions to Bidders and the Purchaser shall be entitled to reject our BID for the product quoted, submitted by us against this Tender.

2. COST OF BIDDING

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 2.2 Tender documents may be downloaded free of cost from the Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>). However, tender document fees, as mentioned in the NIT, is required to be submitted along with the online bid (Not applicable currently due to GO)

3. GETTING INFORMATION FROM WEB PORTAL

- 3.1. All prospective bidders are expected to see all information regarding submission of bid for the Work published in the e tender website during the period from the date of publication of NIT for the Work and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.
- 3.2. All bids shall be submitted online on the Government e-procurement portal only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through Government e-procurement portal under any circumstances.
- 3.3. The Government e-procurement portal shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.

4. BIDDING DOCUMENTS

4.1. Content of Bidding Documents

The bidding documents shall consists of the following unless otherwise specified

- a. Notice Inviting Tender (NIT)
- b. General Instruction to Bidders
- c. Instructions to Bidders
- d. General Conditions of Contract (GCC)
- e. Special Conditions of Contract (SCC)
- f. Annexures to Bid
- g. Product List

- 4.2. The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.
- 4.3. The bidder is expected to examine carefully all instructions, Conditions of Contract, Annexures, Terms, Product List in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

5. CLARIFICATION OF BIDDING DOCUMENTS

- 5.1. A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 AM and 5 PM.

5.2 In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may effect the required modification and publish them in the website through corrigendum.

6. AMENDMENT TO BIDDING DOCUMENTS

- 6.1. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.
- 6.2. 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.
- 6.3. If the addendum thus published 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.

7. PREPARATION OF BIDS

7.1 Language of the Bid

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

7.2 Documents to be submitted along with the Technical Bid

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

- a) Self-Declaration as per Annexure 1
- b) Bid form as per Annexure-2
- c) The Mobile Medical Unit should have the specifications mentioned against each item should be satisfied. Compliance statement shall be submitted.
- d) Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.
- e) Under taking letter for replacement of complaint/defective goods as per Annexure-3
- f) List of quoted products with specification Compliance— Annexure 4
- g) Authorization letter from manufacturer (Original) must be submitted as per Annexure 6.
- h) Documentary proof attested by Charted Accountant for establishing the average annual turnover of bidders having a minimum average annual turnover of Rs.5 Crore (Rupees Five Crore only) during the last three years i.e. 2022-2023, 2023-2024 and 2024-2025 (original/ provisional).
- i) Annexure 7 - Category details of organization, in case of MSE, If the bidder is a MSE, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSE bidder do not furnish the UAM Number along with bid documents, such MSE unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.”
- j) Duly filled, signed and sealed Annexure 8 - Indemnity Certificate
- k) Annexure 10 - Check List
- l) Annexure 11 – Compliance To Rule 144 (XI) of GFR 2017 (Self Declaration)
- m) Annexure 12 - Make In India Preference (Self Declaration)
- n) Annexure 14- Fall Clause Declaration
- o) Annexure 15- Bidder Info

- p) Annexure 16- List of Banks integrated with NeSL
- q) Annexure 17- Indicative Challan
- r) The bidder should submit Catalogue/ Brochure, write up for all the quoted items
- s) Detailed drawing and layout of MMU as per specification
- t) ISO 9001 certificate of the bidder

Note: If any of the above document are not applicable for eligible bidders then they shall attach a "NOT APPLICABLE" statement mentioning the justification for the same.

All Annexures must be duly signed and sealed while submitting the same.

Bidders shall not make any addition, deletion or correction in any of the bid documents. If tampering of documents is noticed during tender evaluation, the bid will be rejected and the bidder will be blacklisted.

8. EVALUATION CRITERIA (QCBS)

<u>Technical Evaluation Criteria - QCBS</u>				
S. No.	Eligibility Criteria	Marks	Max. Marks	Supporting Documents (to be submitted by the Bidder)
1	The bidder must be a company registered in India.			
	a) Company incorporated for 2 years	2	10	The bidder shall submit the Company Registration Certificate
	b) Company incorporated for 3 years	5		
	c) Company incorporated for more than 5 years	10		
2	The Bidder must have Average Annual Turnover in last three years:			
	a) 5 Crore	2	10	Audited Balance Sheet/ CA Certificate
	b) >5 Crore to 10 Crore	5		
	c) >10 Crore	10		
3	The Bidder must have Profitable in last three years	5	5	
4	The Bidder must have Positive Networth.	5	5	
3	The Bidder must have supplied Mobile Health Units.			
	a) Supplied a minimum of 5 units	5	15	The bidder shall submit copies of Work Orders / Agreements / Experience Certificates
	b) Supplied a minimum of 7 units	10		
	c) Supplied a minimum of 10 units	15		
4	The Bidder must be compliant with ABDM M1, M2, and M3 certifications.	10	10	The bidder shall submit valid ABDM Certificates

	The Bidder must have linked health records with Ayushman Bharat Health Accounts (ABHA).			
5	a) Minimum 10,000 ABHA-linked health records	2	5	The bidder shall submit valid proof / ABDM Dashboard Snapshot
	b) More than 10,000 ABHA-linked health records	5		
6	The Bidder must possess ISO 9001 certification.	5	5	The bidder shall submit a valid ISO Certificate
7	The Bidder must possess CMMI Level 5 certification.	5	5	The bidder shall submit a valid CMMI Level 5 Certificate
8	Approach & Methodology and Work Plan for the proposed product and services.	30	30	The bidder shall submit the write-ups with their proposal
	Total		100	

The technical score of each bidder will be calculated as per the above table and the details of QCBS evaluation is given in tender clause 12.4

Bid Prices

- 8.1 The Bidder shall bid as described in the Bill of Quantities.
- 8.2 The rates quoted by the Bidder shall include cost of the material, freight charges, Insurance or any other charges and applicable GST on **Door delivery basis**.
- 8.3 The rates and prices quoted by the bidder shall remain firm during the entire period of contract and may be renewed on mutually agreed terms & conditions for a further period.
- 8.4 Price comparison during evaluation will be done including GST. The unit basic price of the product shall include cost of the material, freight charges, Insurance or any other charges including GST for door delivery basis.
- 8.5 If a firm quotes NIL Charges/ consideration, the bid for that item(s) shall be treated as unresponsive and will not be considered.
- 8.6 The evaluation of price bid will be as per the QCBS criteria given in clause 8 and determination of successful bidder shall be as per clause 12.4.
- 8.7 The lowest bidder shown by the portal will not be considered as the evaluation is based on the QCBS criteria specified in the tender. The detail of evaluation given in clause 12.4.

9. Currencies of Bid and Payment

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

10. SUBMISSION OF BIDS

The Bidder shall submit their bid online only through the Government eProcurement portal (URL: <https://etenders.gov.in/eprocure/app>) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BoQ) file 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 3 **Envelope system** from the registered and eligible firms at CPP Portal.

a) Envelope - I (Tender Fee and EMD):

Tender fee (Non-refundable) and EMD as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank : HDFC Bank Limited, Trivandrum
A/c number : 00630330000035
IFSC Code : HDFC0000063
Branch name : Vazhuthacaud Branch, Thiruvananthapuram

Document of the above transactions completed successfully by the bidder, shall be uploaded separately while submitting the bids online.

NOTE

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

b) Envelope - II (Technical bid): Technical Bid should contain dully filled, signed and scanned soft copy documents as mentioned in Instructions to Bid (ITB) - Documents to be submitted along with the Technical Bid - Section 7.2.

c) Envelope – III (Financial Bid): The Financial e-Bid through CPP portal:

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details (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.

Prices indicated on the Price Schedule shall be entered separately in the following manner:

- The Unit basic price of the product shall include cost of the material, freight charges, Insurance or any other charges including GST for door delivery basis to our delivery location(s) and the same has to be entered in the Basic Unit rate column of BOQ.
- HSN Code and GST amount as applicable in appropriate column of BOQ.
- The total unit cost in figure and words.

- (iv) Prices shall be quoted in Indian Rupees.
- (v) If a firm quotes NIL Charges/ consideration, the bid for that item(s) shall be treated as unresponsive and will not be considered.
- (vi) If the Tenderer desires to ask for GST to be paid extra, the same must be specifically stated in the allotted column of BoQ. In the absence of any such stipulation or mentioned as zero then the price will be taken inclusive of GST and no claim for the same will be entertained later
- (vii) In case bidders quoted different GST amount or percentage for the same item, in such case GST amount ascertained/ decided by the purchaser shall be final
- (viii) The need for indication of all such price components by the tenderers, as required in BoQ is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

Note:-

1. HLL Lifecare Limited reserves the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then HLL shall take the following action:
 - a) The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
2. On demand of the Tender Inviting Authority, this whole set of certificates and documents shall be send to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.
3. 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.

11. Deadline for Submission of the Bids

- 11.1 Bid shall be received only online on or before the date and time as notified in NIT.
- 11.2 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).

Modification, Resubmission and Withdrawal of Bids

- 11.3. Re submission 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.
- 11.4. 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.
- 11.5. 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.

12. BID OPENING AND EVALUATION

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

12.1. Bid Opening Process

12.1.1 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.

Envelope - I: Envelope- I Opening date shall be as mentioned in NIT Document. (Envelop – I shall contain scanned copy of Tender Fees and EMD).

Envelope - II: Opening date shall be as mentioned in NIT. The intimation regarding acceptance / rejection of their bids will be intimated to the contractors/firms through e-tendering portal.

If any clarification is needed from bidder about the deficiency in his uploaded documents in Envelope- I, he will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/documents within time specified by HLL Lifecare Limited, failing which tender will be liable for rejection. In extraordinary circumstances the bidders may be requested to submit the deficient documents intimated through the e-tendering portal additionally by e-mail (As mentioned in the NIT).

Envelope - III: The technically qualified bidders, financial bids shall be opened as per Eligibility Criteria. (Depending on evaluation of Envelop I, the date shall be intimated through CPP Portal)

12.1.2. 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.

12.2. Confidentiality

12.2.1. 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.

12.2.2. 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.

12.3 Clarification of Bids

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

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

12.4. Examination of Bids, and Determination of Responsiveness

- 12.4.1 During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT and the required documents and certificates.
- 12.4.2 Before the opening of the Price Bid, after the opening of Technical bid, the technical evaluation will be conducted. The bidders may have to provide detailed presentation to the committee.
- 12.4.3 Only those bidders who meet the pre-qualification criteria, obtain the qualifying score in technical evaluation and meet the conditions of the tender are technically qualified.
- 12.4.4 Quality and Cost based Selection (QCBS) procedure will be adopted to identify the successful bidder. The total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions given. The bidder with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be declared as the successful bid.
- 12.4.5 The price bids of the bidders with technical scores less than 70 will not be opened and these bids will be rejected. The highest evaluated technical proposal (Tm) is given the maximum Technical score (St) of 100.
- 12.4.6 The formula for determining the Technical scores (St) of all other Proposals is calculated as following: $St = 100 \times T/Tm$, in which "St" is the technical score, "Tm" is the highest technical score, and "T" the technical score of the proposal under consideration.
- 12.4.7 The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.
- 12.4.8 The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm/F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.
- 12.4.9 The weightage given to the Technical (T) and Financial (P) Proposals are: T = 75% and P = 25%.
- 12.4.10 Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weightage given to the Technical Proposal; P = the weightage given to the Financial Proposal) as following: $S = St \times T\% + Sf \times P\%$. The bidder with maximum combined score will be declared as the successful bidder.
- 12.4.11 In case of tie, the bidder with highest technical score will be declared as the successful bidder.
- 12.4.12 Sample evaluation is given in **Appendix I**.
- 12.4.13 Non submission of legible or required documents or evidences may render the bid non-responsive.
- 12.4.14 Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 12.4.15 The successful bidder will be evaluated manually as mentioned above as per the QCBS criteria and the result will be published. The lowest bidder arrived by the

portal will not be considered as it was not as per the QCBS criteria specified in this tender.

12.4.16 In case only single bid is received, then the purchaser reserves the right to accept/reject the bid as per prevailing norms of GFR and CPP portal, or to go for retender.

12.5. Negotiation on Bids

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

13. BID VALIDITY

13.1. Bids shall remain valid for the period of **180 (One Hundred And Eighty)** days from the date of opening of the technical bid as specified in the NIT. A bid valid for a shorter period shall be rejected by HLL as non-responsive.

13.2. 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.

14. STATUTORY EXEMPTIONS:

- **MSE** - Statutory exemptions as per relevant guidelines shall be applicable for MSE vendors. However, the preferences with respect to MSE shall not be applicable who are only involved the trading of the product under the scope of this tender.
- **PPP MII** - Preferences for Make in India products / services shall be applicable in line with Government Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments. Self declaration to be submitted to claim MAKE IN INDIA preference.

15. BID SECURITY (EMD)

15(a)

- i) The Bidder shall furnish, as part of his Bid, a Bid Security for an amount as detailed in the Notice Inviting Tender (NIT). For e-tenders, Bidders shall remit the Bid Security using the payment options given in e-tender under Government e-Procurement system only.
- ii) Each bid must be accompanied by E.M.D. Any Bid not accompanied by an acceptable Bid Security (EMD) shall be rejected as non-responsive.
- iii) The Bid Security (EMD) of the unsuccessful Bidder shall become refundable as promptly as possible after opening of Price Bid and finalization of the tender.
- iv) 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.
- v) SSI/MSE units interested in availing exemption from payment of Bid Security should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar. But the Party has to provide Security Deposit, if work is awarded to them.

vi) The bid security may be forfeited/ blacklisted/ de-barred from participating in HLL tenders for a period of 2 years.

vii) 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.

viii) In such cases the work shall be rearranged at the risk and cost of the selected bidder

ix) The Bid Security deposited will not carry any interest.

16. TENDER PROCESSING FEE

16.1. For e-tenders, the mode of remittance of Tender processing Fee shall be the same as detailed for remitting Bid Security (EMD). For e-tenders, Bidders shall remit the Tender fee using the payment options as mentioned in the e-tender

16.2. Any bid not accompanied by the Tender Fee as notified, shall be rejected as nonresponsive.

16.3. Tender Fee remitted will not be refunded.

17. ALTERATIONS AND ADDITIONS

17.1 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.

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

18. INDEMNIFICATION CLAUSE

In case of any Adverse Drug Reaction / untoward side effects occurred due to the administration of the product supplied by your organization, the manufacturer/ supplier shall be held liable for any legal or any other proceedings initiated by the Government of India / State Government Authorities. The 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 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 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. The Bidder has to submit the indemnity certificate duly signed and sealed in the format provided in Annexure 09

19. SECURITY DEPOSIT

19.1 Within 3 days of the receipt of notification of award from the purchaser/owner; "The successful Bidder on whom the purchase order / Letter of Intent is placed shall be required to furnish a Performance Guarantee mandatorily only in the form of e-Bank Guarantee (e-BGs) from the Banks which are integrated with NeSL any other mode of Performance Bank Guarantees from such Banks will not be accepted. The details of Banks which are integrated with NeSL is listed at Annexure 16 and Indicative Challan for obtaining e-BG from Bank is at Annexure 17".

19.2 The EMD submitted by the successful bidder shall be converted to Security Deposit and the bidder shall be allowed to remit the balance amount.

19.3 Failure of the successful Bidder to accept the notification of award or submission of security deposit within the time frame shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which even the purchaser/owner may make the award to the next lowest evaluated bidder or call for new bids.

20. PERFORMANCE SECURITY

20.1 An amount of 5% of Basic Price (less GST) shall be deducted from the Invoices submitted by the successful bidder as performance security to be utilized in case of default or defective materials, supplies, work or service not rectified by the bidder. The performance security, less any sums charged by the purchaser, shall be paid over to the bidder after the completion of contractual obligations of the concerned equipment from the date of receipt of material and acceptance at designated HLL CFA / Depot anywhere in India. The bidder can submit Bank Guarantee (e-BGs) valid for 2 months beyond the completion of warranty period of the concerned equipment, from the Banks which are integrated with NeSL any other mode of Performance Bank Guarantees from such Banks will not be accepted. The details of Banks which are integrated with NeSL is listed at Annexure 16 and Indicative Challan for obtaining e-BG from Bank is at Annexure 17", towards the 5% performance security against which the same shall be released.

20.2 After the submission of Performance Guarantee and its acceptance, the Bid Security will be refunded to the successful bidder.

21. FORFEITURE OF SECURITY DEPOSIT

If the successful bidder / Contractor fails to supply the ordered material at the rate finalized or execute the work and / or supplies only part quantity / partially execute the work or not providing warranty support or fails to comply with the terms and conditions of the purchase order / work order the security deposit furnished will be forfeited / Bank Guarantee encashed.

22. WARRANTY

1. The contractor warrants comprehensively that the goods supplied under the contract is

new, unused of the most recent or current models and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The contractor further warrants that the goods supplied / work executed under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the contractor, that may develop under normal use of the supplied goods / executed works under the conditions prevailing in India.

2. This warranty shall remain valid for a period of **one year** from the date of satisfactory installation commissioning and handing over MMU and acceptance by the Purchaser/Hospital.
3. All the accessories supplied as per the technical specification should also carry the same comprehensive warranty period specified for the main equipment. During this period, the contractor shall replace all defective parts and attend to all repairs / break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements must be borne by the contractor during the period of comprehensive warranty.
4. On expiration of the comprehensive warranty period, the contractor shall be willing to provide after sales support for an additional period by executing Comprehensive Annual Maintenance Contract from the date of supply & installation, under an extended contract known as Annual Maintenance Contract (AMC-without replacement of spares) and Comprehensive Maintenance Contract (CAMC-inclusive of replacement of spares).
5. Site Visits: The contractor shall visit each User Institution as part of preventive maintenance **two times** in a year during the warranty period. The bidder shall attend any number of break down/ repair calls as and when informed by the Tender Inviting Authority/ User Institution.
6. During every visit, the contractor shall obtain service report / break down call report, duly signed by the custodian of the equipment / head of the healthcare institution and stamped.
7. In case of any claim arising out of this warranty, the Purchaser shall promptly notify the same in writing to the contractor.
8. Upon receipt of such notice, the contractor shall arrange to attend the complaints within 48 hours and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser or to the user institution. The complaints reported shall be rectified completely to the satisfaction of end-user within 5 days of complaint registration. The contractor shall take over the replaced parts / goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause form on rectification will be applicable as pretender conditions.
9. If the contractor, having been notified, fails to respond to take action to repair or replace the defect(s) Within 7 calendar days, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the contractor and without prejudice to other contractual rights and remedies, which the purchaser may have against the contractor.

10. The bidder shall provide 95% up-time warranty of complete equipment, the uptime being calculated on 24 (hrs) X 7 (days) basis failing which Warranty period will be extended by double the downtime period.
11. The equipment which requires quality assurance test shall be done at free of cost immediately after installation, during the comprehensive warranty period, during the CAMC / AMC period, by the demand of User Institutions and also when major spares are replaced.
12. Any mandatory approval required for installation shall be obtained by the successful bidder in liaison with the respective authorities.
13. The bidder shall undertake on-site calibration of the equipment every year as part of the after sales service during the period of comprehensive warranty, CAMC/AMC or on demand from the user institution and submit a 'calibration certificate' to the head of the User Institution.
14. The offered warranty includes
 1. Visits to the user institutions at frequencies prescribed under preventive maintenance and any number of breakdown calls.
 2. Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the user institute or Tender Inviting Authority.
 3. Quality Assurance test (if applicable).
 4. The cost of labour for all repairs/ and all spares required for replacement during repairs including X ray tubes, mono block, all kinds of Probes, all types of sensors and transducers, Electrodes, Detectors, battery, battery for UPS, other vaccumatic parts etc wherever applicable and also the accessories and other devices supplied along with the equipment like stabilizer, UPS, AC, Computer, Compressor, Monitor, etc, which forms part of the equipment system, without which it cannot perform satisfactorily.
15. There should not be any exclusion of warranty for any spare parts except consumables. Any item which is meant for single use is termed as 'consumables'. If any equipment has a preventive maintenance kit recommended by the manufacturer to be replaced at specific time intervals, it shall be done at free of cost in the warranty and in CAMC period. The rate of the same shall be included in the offered price in warranty and CAMC.
16. All software updates, if any required, should be provided free of cost during Warranty period.

23. CAMC:

Bidder shall offer price for CAMC separately in the BOQ for **five years** after the completion of warranty period. **The CAMC offered will not be part of the financial bid evaluation.**

- a) CAMC shall be awarded at the discretion of Purchaser/authorities concerned at the end of the warranty period.
- b) The Comprehensive Maintenance Contract (CAMC) is otherwise an extended warranty. All the terms and conditions agreed by the successful bidder for executing the comprehensive warranty of the equipment shall be extended during the period of CAMC, only difference being the payment of CAMC charges is absent during the period of comprehensive warranty.

- c) The bidder shall specify whether the AMC service provider is bidder/ OEM/ Authorized agent of OEM/ Any third party. The address of the CAMC service provider shall be provided including contact details.
- d) Preventive Maintenance services during CAMC shall be rendered on half yearly basis with minimum gap between two services shall be not less than 180 days and not more than 200 days. In addition, all breakdown calls shall be attended to immediately and all major repairs shall be rectified within 7 calendar days from the date of intimation, as per tender, failing which, For this purpose supplier shall carry sufficient inventories to assure prompt replacement of defective parts as per tender.
- e) Breakdown calls shall be attended within 48 hours and major complaints shall be rectified within 7 calendar days from the date of intimation. The breakdown calls shall not be combined with preventive maintenance calls.
- f) The uptime provided during the CAMC period shall be 95% on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CAMC period by double the downtime period.
- g) In case the performance of CAMC services is not satisfactory and found below the 95% uptime level, the Purchaser / Hospital also has the right to source the maintenance services from other means/agency at the risk and cost of supplier including termination of contract and legal/penal actions.
- h) The cost of CAMC includes preventive maintenance with required testing, calibration as per technical/service/operational manual, labour and spares. The supplier shall undertake preventive maintenance as recommended in the manufacturer's technical/ service /operational manual, but minimum once in three months during the CAMC period for preventive maintenance.
- i) The cost of CAMC may be quoted along with taxes and duties applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- j) The payment of CAMC will be made once in every six months after satisfactory completion of said period, duly certified by Hospital authorities, but subject to valid Performance Security.
- k) Failure/refusal on the part of the successful bidder supplying/installing the equipment to enter into CAMC/AMC with the purchaser /User Institution, at the end of the Comprehensive Warranty Period, if the purchaser or the User Institution, as the case may be, desires so, shall lead to forfeiture of performance security and may also result in the blacklisting/debarring of the bidder.
- l) During the CAMC period, all software updates should be provided free of cost.

24. PAYMENT TERMS

22.1 No Advance payment shall be given.

- a. • **Procurement of vehicle and equipment – 50% of the quoted value on submission of invoices, copy of temporary registration of vehicles, copy of temporary insurance of vehicles, proof of payment transfer to vehicle manufacturer and photographs of the vehicles and equipment.**
- **Vehicle furnishing, installation of equipment, telemedicine kits, and safety equipment – 25% on submission of invoices, installation certificate issued by HLL officers and photographs**

- **Commissioning of the vehicle – 15% on submission of invoices and commissioning report signed by HLL officers.**
- **Registration and final handover – 10% on submission of copy of registration, copy of insurance and final handover certificate signed by HLL officers and NHM / Other authorities concerned.**

All payment shall be released within 60 days of submission of required documents.

b. The bidder shall submit Bank Guarantee (e-BGs) valid for 3 months beyond the completion of the warranty period, from the Banks which are integrated with NeSL any other mode of Performance Bank Guarantees from such Banks will not be accepted. The details of Banks which are integrated with NeSL is listed at Annexure 16 and Indicative Challan for obtaining e-BG from Bank is at Annexure 17", towards the 5% performance security. The performance security shall be submitted with 10 days of issuance of purchase / work order.

22.2 After the submission of Performance Guarantee and its acceptance, the Bid Security will be refunded to the successful bidder.

22.3. The amount shall be paid by HLL in Indian Rupees.

22.4. Acceptance of the payment terms without any qualification shall form part of the technical bid. In case the payment terms are not accepted, the bid is likely to be rejected.

22.5 HLL will make payment to supplier towards the GST amount only after the invoice is uploaded by supplier in GST outward return i.e. GSTR-1 and credit of GST is available (reflected in GSTR-2A) to HLL.

25. DELIVERY TERMS

Considering the Urgency, all MMUs must be supplied within 60 days from the date of purchase order.

25.1. **DELAY IN DELIVERY OF GOODS** Delivery of the Goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Notice of award/ Letter of Indent / Purchase order. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods , the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without penalty.

If the vendor fails to deliver the full ordered quantity even during extended delivery period then the Notice of award/ Letter of Indent / Purchase order shall be short-closed.

25.2. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages. Levying of penalty shall be on a case to case basis.

25.3. In case of delay in supply the clause number 18 in GCC (Liquidated Damage) will be applicable.

25.4. If L1 defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from an alternate supplier or from market at the risk and cost of supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and supplier will be under obligation to pay the same. The purchaser has the

right to forfeit the performance security / Security Deposit in the event of default. In addition the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

25.5. WARRANTY: All equipment supplied should be provided with warranty as specified in technical specification. The bidder should arrange warranty support locally, where the equipment is put in use.

26. TAXES AND DUTIES

The Bidder shall bear and pay all taxes, duties, levies, GST and charges assessed on the bidder by all municipal, state, or national government authorities, loading & unloading charges etc in connection with the Goods and Services supplied under the Contract. Income Tax and Other Taxes as applicable at the time of execution of job or any other government-imposed liabilities would be deducted from each bill submitted by the bidder

27. INSPECTION AND TESTS

25.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of the Purchaser. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

25.2 The inspections and test may be conducted on the premises of the Supplier or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

25.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.

25.4 The Purchasers right to inspect, test and, where necessary, reject the Goods' arrival in at any site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods dispatched.

25.5 HLL reserves the right to seek samples of the product being offered before placement of order and based on approval of samples by HLL/Ultimate customer the order shall be placed. If the sample is rejected due to quality/technical reasons, HLL reserves the right to approach the next higher bidder for samples and if approved, HLL shall proceed with order placement with the next higher bidders. The samples approved only be accepted against the order placed and any deviation would result in the rejection of the product supplied.

25.6 The supplier should submit the internal lab reports for the supplies made to HLL. The purchaser reserves the right to sample check the consignment at the time of delivery for which cost shall be borne by the supplier (pre-dispatch inspection). HLL may analyse the sample drawn from the goods received at depots/C&FAs. In case of sample testing failure at third party lab/ HLL's lab or quality related market complaints, the supplier shall take sole responsibility to replace the entire batch free of cost including the freight charges for collecting back the rejected items from HLL warehouses & resupply or refund the payment for such rejected quantity equal to its Door delivery value if the payment is already made.

28. INDEMNITY

The 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 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 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. The Bidder has to submit the indemnity certificate duly signed and sealed in the format provided in Annexure 9

29. SHORT SUPPLY:

If any shortages in sealed boxes are detected, then supplier should be held responsible. In such a case, the supplier will have to make good of the loss or refund the payment for such quantity equal to its purchase value if the payment is already made. If the payment is not made, purchaser will have right to deduct the payment for the equivalent purchase value corresponding to quantity found short.

30. PARALLEL RATE CONTRACTS:

HLL reserves the right to enter into the rate contract / parallel rate contracts with one or more parties or to place adhoc contracts simultaneously or at any time during the currency of contract, with one or more suppliers.

The purchaser also reserves the rights (1) to enter into parallel Price Agreement(s) / Contract(s) simultaneously or at any time during the period of the Price Agreement/Rate Contract with one or more bidder(s) as he/they think fit and (2) to place adhoc contract or contracts simultaneously or at any time during the period of this Rate contract with one or more supplier(s) / bidder(s) for such quantity of such item or items as the purchaser (whose decision shall be final) may determine.

31. IN CASE OF DEFAULT

The purchaser is not bound to accept the L1 offer only and circumstances warranting where L1 shows its disinterest, L2 or higher offer may be considered for acceptance.

32. RISK PURCHASE

If L1 or any other parties' defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods an alternate supplier or from market at the risk and cost of L1 supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and L1 supplier will be under obligation to pay the same. In addition, the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

33. FORCE MAJEURE

31.1 For purposes of this Clause "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

31.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing within Seven days from the date of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its

obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

34. GOODS REPLACEMENT:

If goods are found to be defective during the sample testing by HLL or Quality related market complaint, on arrival of the material at designated HLL delivery point, supplier must replace the quantity free of cost with fresh batch upon demand by HLL. However replacement of goods will be accepted by HLL subject to the concurrence from the ordering institute else the purchase order will be cancelled and Clause 24 (Delay in delivery of goods) will be applied under the discretion of HLL.

35. CLARIFICATIONS ON BIDS

During the bid evaluation, HLL may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted

36. CONTACTING HLL

- a) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL on any matter related to the bid, he shall do so in writing by sending email to sdrbdsouth@lifecarehll.com.
- b) If a Bidder tries to influence HLL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

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

The Purchaser 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.

The purchaser does not bind itself to accept the lowest 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.

The purchaser 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.

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

The purchaser 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.

38. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the bid document without any change in unit price or other terms and conditions.

39. EVALUATION AND COMPARISON OF BIDS

- 37.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive.

37.2 Price comparison during evaluation will be done on the Unit basic price of the product including GST. The unit basic price of the product shall include cost of the material, freight charges, Insurance or any other charges including GST for door delivery basis to our delivery location(s)

37.3 Rate shall be offered separately for each item as per price schedule. Selection of bidder will be based on the lowest price quoted for each item.

40. SETTLEMENT OF DISPUTES

Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation. Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred for arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996.

The arbitration proceedings shall be held at Thiruvananthapuram. The award passed by the arbitrator shall be final and binding on the parties hereto. The conduct of such arbitration shall be in English. Subject to arbitration, the Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

41. MAJOR RESPONSIBILITIES OF SUPPLIER

- a. The suppliers have to supply the goods as per the delivery schedules and quantity mentioned in the Notification of award/ Letter of Indent/ Purchase order. Supplies made shall be in strict conformance with the stipulations of tender specification and the respective Notification of award/ Letter of Indent/ Purchase orders.
- b. The successful bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Notification of award/ Letter of Indent/ Purchase order.
- c. The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the bidder. The Bidders shall indemnify and hold harmless HLL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the bidder or its personnel except that caused by HLL.
- d. Any product related legal issues shall be handled and connected expenses therewith shall be borne by the bidder/ manufacturer only.
- e. Any product related cases shall be handled and connected expenses therewith shall be borne by the contract manufacturer only
- f. The bidder must undertake to provide the purchaser the consignment number (s) by which the items ordered had been dispatched from their sites, so as to have online/web access to the tracking system of physical movements of the consignments sent through the courier.

42. GOVERNING LANGUAGE

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

43. AWARD CRITERIA

The Purchaser will award the contract with the successful bidders whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid in the respective price slabs, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

44. NOTIFICATION OF AWARD

- 43.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by email, to be confirmed, that its bid had been accepted.
- 43.2 The notification of award will constitute the formation of the contract.
- 43.3 The notification of award/ Letter of Intent/ Purchase order will constitute the formation of the Contract. The supplier shall give acceptance of the Notification of award/Letter of Intent/ Purchase order within 5 days from the date of issue by sending the signed copy of the same failing which ,the purchaser shall have the right to cancel the order. The conditions mentioned in the Notification of award/Rate contract agreement/Letter of Intent/ Purchase order will be mutually binding for both the parties and the bidder and the purchaser shall abide by the same. In case of any default in any of the condition of the Notification of award/Letter of Intent/ Purchase order, the purchaser reserves the rights to invoke Bid Securing clause.
- 43.4 The Purchase order (PO) / Notice of award is liable to be cancelled, if the supplier is unable to comply with or violates any of the terms and conditions laid down in the Purchase order/ Notice of Award. Therefore, upon such cancellation of PO/ Notice of award by HLL, the Supplier will be liable to refund the outstanding advance amount forthwith.
- 43.5 The successful bidder shall confirm the acceptance of the Notice of award/Purchase order as per the terms & conditions of the tender by signing and returning the duplicate copy of Purchase order (PO)/Notice of award within 5 days from the date of issue of the purchase order/ Notice of award, failing which HLL shall have the right to reject the purchase order/ Notice of award.

45. TERMINATION

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

46. 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.

47. CORRUPT OR FRAUDULENT PRACTICES

The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sl. No	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	Means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

The Purchaser will reject the proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

48. SHELF LIFE IN CASE OF MEDICINES AND CONSUMABLES

The supplies of all products should be from fresh stock only. At the time of receipt of medicines at HLL depot, the Products having less than 2 year of shelf life shall not be acceptable. For products having more than 2 year of total shelf life, at the time of receipt of goods at HLL depot, products should have minimum 85% of remaining shelf life with latest manufacturing date. Products to be supplied should be of standard quality/quantity as per specification and must be as per the formulations/standard approved/specified by the Drug Control Act and Food & Drug Control Administration Regulation or as per the regulation of any such statutory authorities.

49. FLEXIBILITY OF PRICES

The purchaser has option to re-negotiate with rate contract holder to bring down the rate contract prices whenever market fluctuations affect the prices abnormally.

50. LICENSE AND PERMITS

The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.

The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel.

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

Any bidder 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 order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of GFR) inclusive of the latest amendments issued by Ministry of Finance, GOI at Appendix of this bidding document. The bidder must comply with all provisions mentioned in this order. A self-declaration (as

per format provided in Annexure 12) with respect to this order must be submitted.

52. PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSE's)

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. However, the preferences with respect to MSE shall not be applicable who are only involved the trading of the product under the scope of this tender.

53. PROVISIONS OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017

Statutory exemptions as per relevant guidelines shall be applicable for MSE vendors. Preferences for Make in India products / services shall be applicable in line with Government Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments. Self-declaration to be submitted to claim MAKE IN INDIA preference as per Annexure 15.

54. SPLITTING OF ORDER

In case of critical/vital/safety/security nature of the item, large quantity under procurement, urgent delivery requirements and inadequate vendor capacity, HLL reserves the right to split the contract quantity between the bidders. The splitting ratio shall be at the discretion of HLL. The lowest rate accepted would be counter offered to the L2 party. On acceptance of the counter offer, the order will be placed on L2 for the respective percentage. In case of non-acceptance of the counter offer by the L2 party, a similar offer shall be made to L3 and L4, and so on.

55. Goods and Services Tax (GST) :

- a. If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature with HSN code of Goods and Services Tax applicable should be correctly shown separately. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.
- b. In case within the delivery period stipulated in the contract, there is an increase in the statutory taxes like GST or fresh imposition of taxes which may be levied in respect of the goods and services specified in the contract, reimbursement of these statutory variation shall be allowed to the extent of actual quantum of taxes paid by the supplier. This benefit, however, cannot be availed by the supplier in case the period of delivery is extended due to unexcused delay by the supplier.
- c. But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST or any other duty or tax or levy or on account of any other grounds. In case of downward revision in taxes/duties, the actual quantum of reduction of taxes/duties must be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

1.1 In this contract the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the products, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, covered under the contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the Organisation purchasing the Goods, as named in SCC;
- (h) "The Supplier" means the individual or firm supplying the Goods under this Contract;
- (i) "Day" means calendar day.
- (j) "Delivery period" means the period applicable upto completion of supply of goods by the supplier at the required site mentioned in Notification of award/ Letter of Indent/ Purchase order and accepted by the Purchaser.

2. APPLICATION

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. STANDARDS

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the Purchaser.

5. SUBCONTRACTS

The supplier shall notify the Purchaser in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

6. CONTRACT AMENDMENTS

6.1 Subject to GCC Clauses, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

7. PATENT RIGHTS

7.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

7.2 Any product related cases shall be handled and connected expenses therewith shall be borne by the Supplier only.

8. INSURANCE

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to Warehouse" (Final destinations) on "All Risks" basis including War Risks and Strike.

9. CHANGE ORDERS

9.1 The Purchaser may at any time by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- (a) The method of shipping or packing
- (b) The place of delivery; or
- (c) The services to be provided by the Supplier.

10. ASSIGNMENT

10.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

11. TERMINATION BY DEFAULT

11.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;

- (a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or
- (b) If the Supplier fails to perform any other obligation(s) under the contract.

11.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract till such time.

12. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

13. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the Union of India.

14. NOTICES

- 14.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in Special Conditions of Contract.
- 14.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

15. TAXES AND DUTIES

Supplier shall be entirely responsible for all taxes, duties, license fees, octroi etc., incurred until delivery of the contracted Goods to the Purchaser.

16. PACKING

- 16.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit. Packing shall adhere to conditions stipulated in Technical specification.
- 16.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser

17. DELIVERY AND DOCUMENTS

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Letter of Indent / Notification of Award / Purchase order. The details of dispatching and/or other documents to be furnished by the Supplier are specified in SCC, if any.

18. LIQUIDATED DAMAGES

If the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed Goods or Services contract price. Service tax as applicable will also be recovered in addition to the liquidated damages. However, H.L.L at its sole discretion reserves the right to accept or reject the delivery of materials which are supplied beyond the delivery date as mentioned in the purchase order. In the event of H.L.L accepting the delivery of the materials beyond the stipulated delivery date as per the Purchase order, penalty as mentioned above would apply. In the event of H.L.L rejecting the delivery of the materials beyond the stipulated delivery date as per the Purchase order, then the party is liable to repay HLL any advance amount which was paid by HLL, failing which HLL will have the right to initiate legal proceedings against such party/ successful bidder. Once the maximum is reached, the Purchaser may consider termination of the Contract. If the Supplier fail to comply with specific packing descriptions or instructions, the loss incurred by the purchaser on this account shall be indemnified by the supplier.

19. RESOLUTION OF DISPUTES

- 19.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 19.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

There are no special conditions or contract for this tender and all other conditions mentioned in other sections stands valid.

Annexure-01

SELF - DECLARATION

Procurement and Supply of Mobile Medical Units for NHM, Arunachal Pradesh

Tender No. HLL/PSD/HCD/2025-26/TENDER/188

To,
Vice President (PS) and GH (HCS)
Procurement Services Division
HLL Lifecare Limited
Corporate & Regd. Office
HLL Bhavan, Poojappura,
Thiruvananthapuram-695012
E-mail: sdrbdsouth@lifecarehll.com

Dear Sir,

We certify that We or our Principal Manufacturer (if applicable), have not been de-registered or debarred or blacklisted or banned / suspended for business for any product or constituent of the product we have quoted, by State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law, till the due date of submission of BID as specified in the subject BID. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in accordance with the Instructions to Bidders and the Purchaser shall be entitled to reject our BID for the de-registered or debarred or blacklisted or banned / suspended product quoted, submitted by us against this Tender.

Also certify that the quoted products possess relevant quality assurance certification issued by the concerned authorities for all the offered products.

We hereby guarantee that the drugs supplied by our company are not spurious and we further guarantee not to supply any sub-standard or spurious drugs. We assure that the drugs/medicines to be supplied shall be as per the formulations / standard approved / specified by the Drug Control Act and Food & Drug Control Administration Regulation or as per the regulation of any such statutory authorities.

We have also noted that after submission of BID and before award contract, if we are deregistered or debarred or blacklisted by State Government or Government of India / Drug Controller, our BID will be considered as Non-responsive.

We hereby declare that the facts furnished for the purpose of this tender are correct and true to the best of our knowledge. We are well aware that any discrepancy in the same makes us liable for disqualification / debarment / appropriate action by the tenderer.

Date:
Place:

Signature:
Name:

Designation:

Seal:

BID FORM

Annexure-02

Ref:

Date:

To,

Vice President (PS) and GH (HCS)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: 0471 2775500, 0471 2350959 (EXTN - 606 /531)
Website – www.lifecarehll.com

Dear Sir,

Procurement and Supply of Mobile Medical Units for NHM, Arunachal Pradesh

Tender No. HLL/PSD/HCD/2025-26/TENDER/188

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services in full conformity with the Bidding Documents for the total amount against the Product as indicated in the price Schedule.

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

We agree to abide by this bid, which, in accordance with consists of this letter, the Price Schedule, letter of authorization, documents establishing conformity, and Attachments through [specify: the number of attachments] to this Bid Form, up to 12 months from the date of opening of financial 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 the above quoted price for product is firm and shall not be subject to any variation for the entire period of the assignment. We further declare that the above quoted prices include all taxes as on the date of bid submission, duties and levies payable by us under aforesaid assignment.

We declare that price/ rate offered is for pharmaceutical products at Jodhpur and all other related activities.

The costs of withdrawals of these deviations / exclusions are enclosed with the Price Schedule. 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 lowest or any bid you may receive.

We, the Bidder 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/Bidders 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 liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or any affiliate.

We agree to all terms and conditions of the Bid Document and subsequent 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-03

UNDERTAKING LETTER FOR REPLACEMENT OF COMPLAINT/DEFECTIVE GOODS

Procurement and Supply of Mobile Medical Units for NHM, Arunachal Pradesh

Tender No. HLL/PSD/HCD/2025-26/TENDER/188

To,
Vice President (PS) and GH (HCS)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: 0471 2775500, 0471 2350959 (EXTN - 606 /531)
Website – www.lifecarehll.com

Dear Sir,

We hereby confirm and assure you, that the products supplied by us will meet all the quality standards and even if any quality complaint arises, we (name----) take the responsibility to take back the complaint items and replace and deliver fresh item to the final location free of cost within 30 days, subject to approval from HLL. We (name----) shall also bear the transportation charges for collecting back the compliant/rejected goods and the transportation charges incurred for making the replacement.

Signature_____

Name_____

Designation and Common Seal

Station_____
Date_____

Annexure-04

TECHNICAL SPECIFICATION COMPLIANCE SHEET
Procurement and Supply of Mobile Medical Units for NHM, Arunachal Pradesh

TENDER No – HLL/PSD/HCD/2025-26/TENDER/188 Dated 11.02.2026

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

SI No	Item Name	Quoted (Yes/No)	Make	Model	100% Technically Complied (Yes / No) please specify if any deviation from technical specification as mentioned in Section F
01	Base Vehicle				
02	GPS & CCTV				
03	Solar power system				
04	Ultraportable digital X-ray machine, detector, AI Software				
05	Digital blood pressure monitor				
06	Pulse Oximeter				
07	Digital Thermometer (Non-contact)				
08	Digital Stethoscope				
09	ECG Machine				
10	Foetal Doppler				
11	General Examination camera (Hand held)				
12	Telemedicine platform				
13	UPS / Inverter				
14	Laptop, Printer				
15	HbA1C Analyser				
16	Lipid profile Analyser				
17	Semi automatic biochemistry Analyser				
18	Urine Analyser				
19	Centrifuge				

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

Name of the Equipment (Make & Model):

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

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

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

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

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

Signature and Seal of the Bidder.....

ANNEXURE – 5 (Not applicable)

Annexure-06

MANUFACTURER'S AUTHORIZATION FORM

No. _____ Dated _____

To

Dear Sir,

Bid Ref. No. _____

We _____ who are established and reputable manufacturers of _____ having factories at _____ Registered office at _____ possessing Manufacturing Licence No. _____, dated _____, valid upto _____ (copy enclosed) do hereby authorize M/s _____ (Name and Address of Representative) to submit a bid, and subsequently negotiate and sign the contract with you against the above mentioned tender.

No company or Firm or individual other than M/s _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the tender conditions for the goods offered for supply against this invitation for bid by the above firm.

Your faithfully,

(Name)

For and on behalf of M/s _____

(Name of Manufacturers)

Note : This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**For and behalf of the firm
(Firm Name & Address)**

Category details of organization

SL No.	Description	Yes/No
1.	*Whether the organization belongs to the MSE category	
2.	*If yes whether the organization belongs to MSE category	
3.	*Whether the MSE organization belongs to SC/ST entrepreneur.	
4.	*Whether the MSE organization belongs to woman entrepreneur.	
5	Whether the MSE organization is registered under MSE Type of Enterprise ' Trading '	

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

***The Udyog Aadhar no of the bidder**

(Self-attested copy of Udyog Aadhar registration certificate should be submitted along with the technical bid)

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

Annexure 08

To,

Vice President (PS) and GH (HCS)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: 0471 2775500, 0471 2350959 (EXTN - 606 /531)
Website – www.lifecarehll.com

INDEMNITY CERTIFICATE

Dear Sir,

As a supplier to HLL, the indemnifier assumes liability for and irrevocably agrees to indemnify, defend and hold harmless Government of India and HLL Lifecare Limited, its Affiliates, shareholders, officers, directors, employees, agents, and their respective successors and assigns from and against any and all losses, damages, claims, actions, liabilities, proceedings, injury, cost or expenses (including counsel's fees of whatsoever kind of nature arising out of or in any way connected with the licenses granted or the manufacture of the products or out of any defect (whether obvious or hidden) in the products or arising from the indemnifier's failure to comply with applicable laws.

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 09

Performance Bank Guarantee Format*

To: _____ (Name of Purchaser) **WHEREAS** _____ (Name of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. _____ dated 20 _____ to supply _____ (Description of Goods and Services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of _____ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20 ____.

Signature and Seal of Guarantors

Date: _____ 20 _____

Address: _____

****The successful Bidder on whom the purchase order / Letter of Intent is placed shall be required to furnish a Performance Guarantee mandatorily only in the form of e-Bank Guarantee (e-BGs) from the Banks which are integrated with NeSL any other mode of Performance Bank Guarantees from such Banks will not be accepted. The details of Banks which are integrated with NeSL is listed at Annexure 16 and Indicative Challan for obtaining e-BG from Bank is at Annexure 17"**

Annexure 10

CHECK LIST

SI N o	PARTICULAR OF DOCUMENT	ATTACH ED / NOT ATTACH ED	PAGE NO	Remark s
1	Forwarding letter indicating the submission of Technical documents along with check list of document			
2.	EMD/ Tender Fee in the form of BG/DD (copy of the NEFT/RTGS details)			
3	Tender document duly signed and stamped in all pages along with corrigendum if Any)			
4	Duly attested copies of manufacturing license along with product list			
5	All Mobile Medical Unit should have the specifications mentioned against each item should be satisfied			
6	Copy of Udyog Aadhaar, in case of MSE bidders			
7	Authenticated copy of Certificate of Incorporation / Company Registration Certificate with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the M. Director / Partner / Proprietor			
8	The bidder must have an average annual turnover of ₹5 Crore and a positive net worth during the last three (3) financial years. i.e. 2022-23 , 2023-2024 and 2024-2025 (Original/ provisional).			
9	Documents to show that bidder is Profitable in last three years			
10	Documentary evidence to substantiate the Bidder have Positive Network			
11	Power of Attorney in stamp paper (RS.200/-) duly notarized authorizing the signatory to sign the bids and transact business.			
12	The Bidder must have supplied a minimum of five (5) Mobile Health Unit / Telemedicine / Tele Consultancy Solution, Copy of Work Order / Agreement / Experience Certificate should be submitted			
13	The bidder shall submit a Notarized affidavit of non-blacklisting affidavit on ₹100/- stamp paper, duly notarized.			
14	The bidder must be a company registered in India, The bidder shall submit the Company Registration Certificate			
15	The bidder shall submit valid ABDM Certificates, must be compliant with ABDM M1, M2, and M3 certifications.			
16	The Bidder must have linked health records with Ayushman Bharat Health Accounts (ABHA), The bidder shall submit valid proof / ABDM Dashboard Snapshot			
17	The bidder shall submit a valid ISO Certificate			
18	The bidder shall submit a valid CMMI Level 5 Certificate			
19	The bidder shall submit the write-ups with their proposal			
20	Detailed technical brochure / datasheet of the base vehicle and internal fabrication. Including drawing and interior layout of propose MMU as per specifications			
21	Compliance statement mapped against each specification.			
22	Proof of BS-VI emission compliance and type approval certificates.			
23	Warranty and after-sales support details.			
24	Authorization letter from manufacturer (Self-attested Copy).			
25	Annexure 1 - Self Declaration			
26	Annexure 2 - Bid Form			
27	Annexure 3 - Under taking letter for replacement of complaint/defective goods			
28	Annexure 4 – List of quoted products with specification Compliance			
29	Annexure 6 - Manufacture Authorization Form (if applicable)			
30	Annexure 7 - Category details of Organization			
31	Annexure 8 - Indemnity Certificate			
32	Annexure 10 - Check List			
33	Annexure 11 – Compliance To Rule 144 (XI) of GFR 2017 (Self Declaration)			
34	Annexure 12 - Make In India Preference (Self Declaration)			

35	Annexure 14- Fall Clause Declaration	
36	Annexure 15- Bidder Info	
37	Annexure 16- List of Banks integrated with NeSL	
38	Annexure 17- Indicative Challan	
39	Catalogue/ Brochure, write up for quoted items.	
40	Copy of PAN Card & GSTN details	
41	Technical Compliance Sheet – Annexure 18	

Annexure 11

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:

(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:
Place:

Signature of the Bidder:

Name with seal:

Designation:

Address:

Annexure 12

SELF DECLARATION – MAKE IN INDIA PREFERENCE

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

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

Seal and Signature of Authorized Signatory

Annexure 14

FALL CLAUSE DECLARATION

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.

Seal and Signature of Authorized Signatory

Annexure-15

General information of the Manufacturer / Bidder

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

PLACE:

DATE

BIDDER NAME & SIGNATURE

(WITH OFFICE SEAL)

Annexure-16

The details of Banks which are integrated with NeSL for obtaining e-BG is listed as below:

Sr. No. Banks / NBFCs

1. Axis Bank Ltd
2. Bank of Baroda
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. HDFC Bank Ltd
8. ICICI Bank Ltd
9. IDBI Bank Ltd
10. IIFIN Securities Finance Ltd
11. Indian Bank
12. Indian Overseas Bank
13. Karnataka Bank
14. Indus Ind Bank Ltd
15. Kotak Mahindra Bank Ltd
16. Punjab & Sind Bank
17. Punjab National Bank
18. SIDBI
19. State Bank of India
20. Sundaram Finance Limited
21. Tata Capital Financial Services
22. The Federal Bank Ltd
23. The Karur Vysya Bank Ltd
24. The South Indian Bank
25. UCO Bank
26. Union Bank of India

Annexure- 17

For issuance of Electronic Bank Guarantees (e-BG) through National e-Governance Services Limited (NeSL) platform, the details of Challan form for obtaining e-BG from Bank is as under:-

Sr.No.	Field	Description of Field
1	PAN / UIN*	ANFPA6883M
2	Name	HLL Lifecare Limited
3	Email ID	sdrbdsouth@lifecarehll.com
4	Name of the Representative	Vice president (PS) & GH (HCS)
5	Mobile Number	9400027975
6	Relation to tender	Options are : Beneficiary
7	Tender Reference Number	
8	BG Amount	xxxxxxxxxx
9	BG CCY (currency by default this could be Rs.)	Indian Rupees
10	Expiry Date	xxxxxxxxxx
11	Claim Expiry Date	xxxxxxxxxx

PRE-CONTRACT INTEGRITY PACT

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

Between

HLL Life Care Limited, 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

----- India represented by Shri ----- (hereinafter called the "BIDDER / Seller" / Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both HLL and BIDDER referred above are jointly referred to as the Parties]

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order. 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 BIDDERs with equity and reason, and will provide to all BIDDERs the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs in relation to tendering process or during the contract execution.
- 1.3 All the officials of HLL will report to Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Clause 2. Commitments of BIDDERS/ 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 BIDDERS shall disclose their foreign principals or associates.
- 2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.
- 2.8 BIDDERs shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original integrator / manufacture /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 Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ 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.

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, 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
- 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 Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission.
- 7.2 The responsibility of the Monitor(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 Monitor(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 Monitor(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.
- 7.6 The BIDDER(S) accepts that the Monitor(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 Monitor(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 Monitor(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 Monitor(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 Monitor(s) option to participate in such meetings.
- 7.8 The Monitor(s) will submit a written report to the CVO 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.

13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

INWITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL

BIDDER

(Name & Designation)

Chairman and Managing Director
HLL Lifecare Limited,
Thiruvananthapuram.

Witness

1.....

Witness

1.....

2.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of HLL in regard to involvement of Indian agents of foreign suppliers.

SAMPLE QCBS EVALUATION

QUALITY cum COST BASED SELECTION (QCBS) PROCESS			
1	MINIMUM QUALIFICATION SCORE IN TECHNICAL	70	
2	TECHNICAL SCORE		
	Bidder 1	94	
	Bidder 2	86	
	Bidder 3	55	
	Bidder 4	78	
3	BIDDER 3 IS REJECTED		
4	TECHNICAL BID SCORE (bidder score/ max score)*100	(94/94)*100	
	Bidder 1	100	
	Bidder 2	91.49	
	Bidder 4	82.98	
5	PRICE BID DETAILS		
	Bidder 1	2,00,000.00	
	Bidder 2	1,80,000.00	
	Bidder 4	1,60,000.00	
6	PRICE BID SCORE (lowest price/bidder price)*100		
	Bidder 1	80	
	Bidder 2	88.89	
	Bidder 4	100	
7	WEIGHTAGE FACTOR		
	TECHNICAL	75	
	FINANCIAL	25	
8	COMBINED EVALUATION 0.75(TBS)+0.25(PBS)		
	Bidder 1	95	RANK 1
	Bidder 2	90.84	RANK 2
	Bidder 4	87.23	RANK 3
9	IN CASE OF TIE BIDDER WITH HIGHEST TECHNICAL SCORE WILL BE DECLARED AS RANK 1		
10	RANK 1 IS SELECTED AS THE SUCCESSFUL BIDDER		