

HLL/HCS/Tender-GeM/2025-26/13

DTD: 28.11.2025



HLL LIFECARE LIMITED

(A Govt. Of India Enterprise)

CIN : U25193KL1966GOI002621

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

Phone: 0471- 2775600, 2775639, 2354949

Website – www.lifecarehll.com

E Mail - hcstenders@lifecarehll.com

HLL Lifecare Limited (HLL) hereby invites online bids through <https://gem.gov.in> for identification of service provider for assistance in execution of IOCL health checkup camps project in UP. Detailed requirements and terms & conditions are available in GEM Portal - <https://gem.gov.in>.

DISCLAIMER

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

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

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

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

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

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

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HLL LIFECARE LIMITED

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

SECTION A

NOTICE INVITING TENDER (NIT)

HLL/HCS/Tender-GeM/2025-26/13

28.11.2025

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

Sl No	Particulars	Description
1	Name of Item/Work	Identification of service provider for assistance in execution of IOCL health checkup camps project in UP- HLL is in intends to conduct the health checkup camps on behalf of Indian Oil Corporation Ltd. (IOCL) as a part of their Corporate Social Responsibility (CSR) initiatives. A total of 33 health checkup camps are to be organized in Farrukhabad, Uttar Pradesh, during which 6,385 maternity health kits should be distributed.
2	Scope of Work	Section E
4	Bid Security/EMD	Rs. 63,000/-
5	HLL A/c Details for payment of EMD (Payment mode: NEFT/RTGS)	Name of Bank : HDFC Bank Limited A/c number : 00630330000563 IFSC Code : HDFC0000063 Branch name : Vazhuthacaud Branch, Thiruvananthapuram
7	Eligibility criteria for Bidders	As per the document
8	Last Date and Time for Online submission of bids	As Mentioned in GEM Portal (https://gem.gov.in/)
09	Date and time of opening of the- Tender	As Mentioned in GEM Portal (https://gem.gov.in/)
10	Address for Communication at HLL regarding the tender	Associate Vice President i/c & Business Head (HCS) Health Care Services Division HLL Lifecare Limited, Corporate & Regd Office HLL Bhavan, Poojappura, Thiruvananthapuram-695012 E-mail:hcstenders@lifecarehll.com

Associate Vice President i/c & BH (HCS)

Definitions and Abbreviations

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

1.2 Definitions:

- (i) **“Purchaser”** means HLL Lifecare Limited.
- (ii) **“e-Tender”** means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder online.
- (iii) **“Tenderer”** means Bidder/the Individual or Firm submitting Bids/ Quotation/ e-Tenders.
- (iv) **“Supplier”** means the individual or the firm supplying the goods and services as incorporated in the Tender enquiry document.
- (v) **“Goods”** means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract/Notification of Award.
- (vi) **“Services”** means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract//Notification of Award.
- (vii) **“Earnest Money Deposit (EMD)”** means Bid Security/ monetary or financial guarantee to be furnished by a Bidder along with its tender.
- (viii) **“Contract”** means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (ix) **“Performance Security”** means monetary or financial guarantee to be furnished by the successful Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) **“Technical Specification”** means the document/Stipulations of Tender enquiry document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xii) **“Day”** means calendar day.
- (xiii) **“Local supplier”** means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/ Departments in pursuance of this order.
- (xiv) **“Local content”** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.
- (xv) **“Margin of purchase preference”** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

1.3 Abbreviations:

- (i) "TE Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tender
- (iii) "ITB" means Instructions to Tenderers
- (iv) "GIT" means General Instructions to Tenderers
- (v) "SIT" means Special Instructions to Tenderers
- (vi) "GCC" means General Conditions of Contract
- (vii) "SCC" means Special Conditions of Contract
- (viii) "PSU" means Public Sector Undertaking
- (ix) "CPSU" means Central Public Sector Undertaking
- (x) "GeM" means government e-Marketplace portal (<https://gem.gov.in/>)
- (xi) "LC" means Letter of Credit
- (xii) "DP" means Delivery Period
- (xiii) "BG" means Bank Guarantee
- (xiv) "BL" means Bill of Lading
- (xv) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xvi) "HLL" means HLL Lifecare Limited
- (xvii) "NOA" means Notification of Award or purchase order issued by purchaser to the selected bidder after tendering process.
- (xviii) "GST" means Goods and Services Tax

GENERAL INSTRUCTION TO BIDDERS

- 1) This is an e-tender in which tenders are being invited online through GeM portal and it is mandatory to submit tender in Technical bids – (part I) and Price bids (Part-2) online at GeM Portal (<https://gem.gov.in/>) by specified date and time.
- 2) The bidder shall read all the terms and conditions of the tender document thoroughly before submission of bids.
- 3) The rates are to be filled online in attached excel format in GeM for the quoted items strictly as per unit pack size mentioned in the format for the concerned item.
- 4) Any condition/s mentioned by the bidder anywhere in his bid, which is/are in contradiction with the conditions contained in this tender document will not be considered and terms & conditions contained in this tender document will prevail. Therefore, only those bidders shall submit bids which meets the requirement stipulated in this tender document and agrees with the terms & conditions of the tender document.
- 5) Bidders quoting equipment manufactured in countries sharing land border with India shall have to comply with GFR Rule 144 (xi) and have relevant registration.
- 6) For MSME registered bidders, the proof of registration in the line of work and monetary limit shall be attached.
- 7) **Preference to Make In India products (For bids < 200 Crore):** Preference shall be given to Class 1 local Supplier as defined in Public Procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local Supplier will be as defined in Public Procurement (Preference to Make in India), Order 2017.
- 8) If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor and if the OEM is a company then by a practicing cost accountant or a chartered accountant for OEM's other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 16.09.2020. Only Class-I and Class-II Local Supplier s as per MII order dated 16.9.2020 will be eligible to bid. Non - Local Supplier s as per MII order dated 16.09.2020 is not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

9) Bid Security (EMD), IF APPLICABLE:

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

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

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

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

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

NOTE

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

Associate Vice President i/c & BH (HCS)

SECTION B

INSTRUCTIONS TO THE BIDDERS (ITB)

1. INTRODUCTION

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

1.1. About HLL Lifecare Limited

HLL Lifecare Limited, a Mini-Ratna enterprise under the Ministry of Health & Family Welfare, has grown since its establishment in 1966 from a contraceptive manufacturer supporting India’s family planning program into a diversified global healthcare organization offering pharmaceuticals, hospital products, diagnostic solutions, and retail health services. With iconic brands like MOODS, USTAD, Deluxe Nirodh, and Mala-D, and critical supplies such as HL Haemopack blood bags and surgical sutures, HLL operates state-of-the-art manufacturing facilities and a wide network of business divisions—including the Consumer, HiCARE, Women’s Healthcare, International, Government, and Vending divisions—serving domestic and international markets across 85+ countries. Its service divisions, including Retail (AMRIT, HLL Pharmacy & Surgicals, Free Generic Pharmacy, Generic Drug Stores) and Healthcare Services (Hindlabs diagnostics, imaging centers, MMUs, dialysis units, and facility management), extend affordable, high-quality healthcare access nationwide. Driven by its core values of Trust, Transparency, and Teamwork, HLL continues to innovate, strengthen public health systems, and deliver accessible healthcare solutions for healthy generations in India and beyond.

1.2. About HINDLABS

The Healthcare Services (HCS) Division of HLL Lifecare Limited delivers comprehensive medical diagnostic services, including Laboratory, Imaging, and Teleradiology—along with Wellness Clinics and Polyclinics under the flagship brand HINDLABS. Established in 2008, HINDLABS was founded with the core mission of providing high-quality medical diagnostic services at affordable prices.

Operating under the brand name Hindlabs, HLL’s diagnostic services have expanded from a single laboratory into a nationwide network spanning 14 states with 226 centers and operations embedded in over 4,000 healthcare facilities. Serving more than 45,000 patients every day, Hindlabs delivers a comprehensive range of high-quality and affordable diagnostic and imaging services—including laboratory testing and advanced radiology—through hospital-based centers, standalone units, and PPP initiatives. Supported by a strong team of skilled healthcare professionals and state-of-the-art equipment, Hindlabs has conducted over 450 million diagnostic tests, benefiting millions of individuals and generating significant cost savings compared to market rates. It operates across four key verticals: Hindlabs Medical Laboratories, Hindlabs Medical Imaging Centers, Hindlabs Polyclinics, and Teleradiology Services, ensuring accessible and reliable diagnostic care nationwide. In addition, Hindlabs brings extensive experience in executing large-scale diagnostic projects in collaboration with various State Governments and the National Health Mission (NHM), reinforcing its position as a trusted partner in public healthcare delivery.

2. SCOPE OF BID

- 2.1. HLL intends to conduct the health checkup camps on behalf of Indian Oil Corporation Ltd. (IOCL) as a part of their Corporate Social Responsibility (CSR) initiatives. A total of 33 camps are planned to be organized at various locations of Farrukhabad, Uttar Pradesh. The objective is to counsel a total of 6385 beneficiaries. This initiative reflects a commitment to community welfare and underscores the significance of IOCL in fostering positive social impact. HLL intends to engage a Service provider for assistance in execution of this project in accordance with the scope of work and other terms outlined in this document, through a tender process by inviting bids from eligible

firms. Interested participants may obtain more details, if any required, from the office of tender inviting authority.

3. ELIGIBLE BIDDERS

- 3.1. A Bidder should have eligibility as per qualification criteria as per the document to submit bids against this tender.
- 3.2. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

4. COST OF BIDDING

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

5. SITE VISIT

- 5.1. The bidder is advised to visit and examine the site of delivery/Work and its surroundings and obtain for itself on its own responsibility all the information that may be necessary for preparing the bid and entering into a contract for delivery of item/construction of the Works. He shall examine the site condition and satisfy himself with the availability of materials at nearby places, difficulties which may arise during execution before submitting the bids. The costs of visiting the Site shall be at the bidder's own expense.
- 5.2. The bidder and any of his personnel or agents will be granted permission by HLL to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, his personnel or agents will release and indemnify HLL and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

6. PREPARATION OF BIDS

- 6.1. Participants may please go through the tender document carefully to understand the documents required to be submitted as part of the tender. Any deviations from these may lead to rejection of the tender.
- 6.2. Participant should take into account any corrigendum published on the tender before submitting their tenders.
- 6.3. In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the participant or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by the buyer including black listing.
- 6.4. The buyer reserves the right to verify the claims made by the participants and to carry out the capability assessment of the participants and the buyer's decision shall be final in this regard.
- 6.5. Language of the Bid

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

6.6. Documents Comprising the Bid

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

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

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

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

7. BID PRICES

- 7.1. Rate shall be offered as per price schedule given in the Gem Portal. The order shall be awarded to the technically responsive qualified bidder, who quotes the lowest amount in total. The rates quoted by the Bidder shall include cost of all materials and conveyance, labour charges, hire charges of plant and machinery, overheads, related turnkey civil works and all incidental services and charges for execution of the contract. The rate quoted shall also include all statutory taxes as on the date of submission of the tender and such taxes shall be paid by the Supplier.
- 7.2. GST or any other tax applicable shall be payable by the Supplier in respect of this contract and HLL will not entertain any claim whatsoever in respect of the same.
- 7.3. All taxes, royalty, Octroi and other levies payable by the Supplier under the contract, or for any other cause as of the date 28 days prior to the deadline for submission of bids shall be included in the rates, prices and total of bid price. The bid prices shall also cater for any change in tax pattern during the tenure of work. Bids must be valid for a period of 365 days from date of bid opening.
- 7.4. The rates and prices quoted by the bidder shall remain firm during the entire period of contract.

8. CURRENCIES OF BID AND PAYMENT

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

9. ALTERATIONS AND ADDITIONS

- 9.1. The bid shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.
- 9.2. The bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. Any bidder who fails to comply with this clause will be disqualified.

10. ALTERNATIVE BIDS

- 10.1. Alternative Bids are not permitted.

11. PRE-BID CONFERENCE

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

12. SUBMISSION OF BIDS

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

The content of the both bids should be as under;

a) Envelope –I (Technical bid):

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

Qualification Criteria for Suppliers / firms

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

Sl No	Eligibility Criteria and documents required
1	Bidder must have remitted EMD, if not exempted, as specified in this document. Copy of Receipt for submission of EMD with UTR No. is to be submitted as part of technical document
2	Bidder must be a legal Entity (a Company/ Public limited company by shares/Society/Proprietorship/Partnership/Trust registered under applicable Act in India/ Government-owned enterprise or institution). Bidder should be registered with the GST Authorities and should have a valid PAN number. Bidder should submit valid copies of the following: a) GST Registration b) IT PAN Card c) Certificate of incorporation or equivalent
3	The bidder should submit the duly notarized Power of Attorney, issued by the competent authority in favour of the signatory of the bid in the stamp paper of appropriate value as per the Stamp Act
4	Bidder should have minimum 3 years of relevant business experience in conducting health checkup camps or projects of similar nature. (work order/client certificates to establish the same is to be submitted).
7	The Bidder should have executed projects of similar nature items during preceding 3 financial years (i.e. current year and three previous financial years) as on last date of submission of bid, as per following criteria. 1. Three similar completed projects of value not less than the amount equal to Rs. 12.50 Lakhs 2. Two similar completed projects of value not less than the amount equal to Rs. 15.70 Lakhs 3. One similar completed project of value not less than the amount equal to Rs. 25.00 Lakhs Copies of work orders/satisfactory work completion reports issued by the Client/Authority concerned shall be submitted as proof of the same.
8	The average annual turnover for the last three years, (2022-23, 2023-24 & 2024-45) of the bidder should not be is not less than Rs. 15.00 Lakhs. The duly filled Financial Statement certified by a chartered accountant as per item no. 1 in Section G is to be attached
Note	Enclose audited Balance sheets, Profit & Loss Statements, and IT return statements certified by a Chartered Accountant as proof of financial status.
11	Dully filled Performance Statement as per item no.2 of Section G
12	Dully filled Category Details of Organization (MSE) as per item no.3 of Section G .
13	Dully filled Self-Declaration – Make in India Preference as per item no. 4 of Section G .
14	Dully filled Self-Declaration -Compliance to Rule 144(XI) of the GFR 2017 as per item no. 5 of Section G
15	Dully filled Requisition form for E-payment as per item no. 6 of Section G
16	Supplier/Firm/Company should not have been blacklisted by the Govt./or the registering authority during last five years as on date bid submission. If NO, the duly signed declaration form as per item no-7 of Section- G is to be attached
Note	i. The bidder will be disqualified if they have any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. Including ongoing works. ii. If the order is terminated in the last one year, their bid will be treated as non-responsive iii. Self-Certificate: Non-Black Listing Certificate of no-blacklist in any firms in bidders letterhead
17	Dully Signed NO DEVIATION CERTIFICATE as per item no-8 of Section -G to be attached
18	Dully Signed ACCEPTANCE FORM as per item no-9 of Section -G to be attached
23	Dully filled Check List sheet Section O to be attached

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

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

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

The bidder shall fill the individual rates of all the items including rates for equipment, civil and associated work, CAMC etc listed in the price format which will be a part of the financial bid evaluation. The bidders have to upload the file in GEM Portal as part of BOQ/PDF format.

13. DEADLINE FOR SUBMISSION OF BIDS

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

14. TENDER VALIDITY

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

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

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

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

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

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

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

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

16. CONTACTING HLL

16.1. From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL

on any matter related to the bid, he shall do so in writing by sending email to hcstenders@lifecarehll.com.

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

17. BID OPENING AND EVALUATION

17.1. Bid Opening

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

17.2. Bid Opening Process

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

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

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

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

18. CONFIDENTIALITY

- 18.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.
- 18.2. Any effort by a Bidder to influence the Purchaser during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidder's bid.

19. CLARIFICATION OF BIDS

- 19.1. To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e- mail or in portal, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 19.2. No Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

20. EXAMINATION OF BIDS, AND DETERMINATION OF RESPONSIVENESS

- 20.1. During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT; is accompanied by the required documents and certificates. Further the purchaser may visit any of the facility established by the bidder for

inspection and/or seek demonstration of the quoted products, anywhere in India as per the sole discretion of the purchaser. The inspection of such facility/ equipment shall be as a part of responsiveness of the technical bid. If the bidder doesn't arrange the facility visit / demonstrate the equipment within the stipulated time period of 7 days & location given, then their bid will be treated as non- responsive.

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

A material deviation or reservation is one: -

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

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

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

- 20.5. The Turnkey works and CAMC costing will be considered to determine the L1 bidder

21. NEGOTIATION ON BIDS

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

22. AWARD OF CONTRACT

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

- 22.2. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the security deposit, or acceptance of LOI/ Work order within the specified time limit, the Bidder shall be debarred in future from participating in Bids for three years and will be recommended for blacklisting by the competent authority. In such cases, the work shall be re-tendered.

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

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

- 22.5. Notification of Award (NOA) and Order Acceptance

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

23. GOVERNING LANGUAGE

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

exchanged by the parties shall be written in the same language.

24. TERMINATION

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

25. COURT JURISDICTION:

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

26. INDEMNITY

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

27. LICENSE AND PERMITS

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

28. EMPLOYEES OF HLL NOT INDIVIDUALLY LIABLE

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

29. INTEGRITY PACT

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

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

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

Email id: jemhll@lifecarehll.com

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

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

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

SECTION - C
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Use of contract documents and information

- 2.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2. Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3. Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

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

4. Country of Origin

- 4.1. All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2. The word "origin" incorporated in this clause means the place from where the goods are, manufactured, or from where the services are arranged. The country of origin may be specified in the Price Schedule.

5. Performance Security

- 5.1. Within Ten (10) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish performance security to the Purchaser for an amount equal to three percent (3%) of the total value of the contract valid up to 6 (SIX) Months after the date of completion of all contractual obligations by the supplier. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to Six Months beyond Warranty Period.
- 5.2. The Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of all the supplier's contractual obligations, extension of time (with or without Liquidated Damages). In the event of any failure /default of the supplier with or without any quantifiable loss to the Purchaser the performance security is liable to be forfeited
- 5.3. The Performance security shall be denominated in Indian Rupees and shall be in any one of the

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

- 5.4. In the event of any failure /default of the supplier with or without any quantifiable loss to the Purchaser the amount of the performance security is liable to be forfeited.
- 5.5. In the event of any amendment issued to the contract, the Supplier shall, within Seven (7) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.6. The Purchaser will release the Performance Security without any interest to the Supplier on completion of the Supplier 's contractual obligations

6. Work Completion Period

- 6.1. The distribution of 6385 Maternity Health kits and organizing of 33 Medical Camps in Farrukhabad UttarPradesh shall be completed by 15th January 2026.

7. Assignment

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

8. Sub Contracts

- 8.1. The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 8.2. Sub contract shall be only for bought out items and sub-assemblies.

9. Modification of Contract

- 9.1. If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
 - i. Specifications, where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - ii. Mode of packing,
 - iii. Incidental services to be provided by the supplier
 - iv. Mode of despatch,
 - v. Place of delivery, and
 - vi. Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 9.2. In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser, the supplier shall convey its views to the Purchaser within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

10.Prices

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

11.Taxes and Duties

- 11.1. Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.
- 11.2. Further instruction, if any, shall be as provided in the SCC.

12. Terms and Mode of Payment

- 12.1. All Payments to be disbursed by HLL Lifecare Limited based on the tender terms & conditions.
The invoice shall be addressed to:
HLL LIFECARE LIMITED
HLL BHAVAN, POOJAPPURA, THIRUVANANTHAPURAM,
KERALA 695012
GSTIN : 32AAACH5598K3Z8
E-mail: hcstenders@lifecarehll.com
- 12.2. Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract.
- 12.3. HLL will raise the invoices to its client and claim the payments as per the agreement terms with the client.
- 12.4. Service provider after completion of all its obligations under the scope of work. has to submit invoices, along with all original bills and supporting documents like details of beneficiaries, proof of camp conductions, details of maternity health booster kit distribution etc. as required by HLL, in accordance with the finalized price offer submitted through this tender. Payment to service provider shall be released within 30 days from receipt of invoice and after realization all corresponding payments by HLL from its client.
- 12.5. All payments agreed to be made by the HLL to the Party in accordance with the Services shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The Party shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this agreement.
- 12.6. If any services are done free of cost, then Service provider shall not be entitled to make any claim for the revenue share for that particular patient.
- 12.7. In the event of the HLL noticing at any time that any amount has been disbursed wrongly to the Service provider or any other amount is due from the Service provider to the HLL, the HLL may without prejudice to its rights recover such amounts by other means after notifying the Service provider or deduct such amount from any payment falling due to the Service provider. The details of such recovery, if any, shall be intimated to the Service provider. The Service provider shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the HLL.
- 12.8. The HLL shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Service provider at its sole discretion where the HLL disputes such invoice or part of it provided that such dispute is bonafide. The withheld amount may be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure. Any exercise by the HLL under this section shall not entitle the Service provider to delay or withhold the services to be rendered as per the agreement.

- 12.9. All payments agreed to be made by the HLL to the Service provider in accordance with the Services shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The Service provider shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this agreement

13. Delay in the Supplier 's performance

- 13.1. The Supplier shall complete the works under the contract within the time schedule specified by the Purchaser and as incorporated in the contract.
- 13.2. Any unexcused delay by the Supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the Supplier liable to any or all of the following sanctions:
- (i) Imposition of liquidated damages or
 - (ii) Forfeiture of its performance security and
 - (iii) Termination of the contract for default.
- 13.3. If at any time during the currenc
- 13.4. y of the contract, the Supplier encounters conditions hindering timely completion of works, the Supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the completion period accordingly. On receiving the Supplier 's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the completion period, with or without liquidated damages for completion of Supplier 's contractual obligations by issuing an amendment to the contract.
- 13.5. When the period of completion is extended due to unexcused delay by the Supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:
- (a) The Purchaser shall recover from the Supplier, by way of liquidated damages on the works, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of applicable taxes or on account of any other tax or duty which may be levied in respect of the works specified in the contract, which takes place after the date of completion stipulated in the contract shall be admissible on such of the said works as are completed and performed after the date of the completion stipulated in the contract.
 - (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of applicable taxes or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of completion stipulated in the contract.

14. Liquidated damages

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

15. Termination for default

- 15.1. The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the Supplier, terminate the contract in whole or in part, if the Supplier fails to execute works or perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser
- 15.2. In the event of the Purchaser terminates the contract in whole or in part, the Purchaser may execute the works similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.
- 15.3. Unless otherwise instructed by the Purchaser, the Supplier shall continue to perform the contract to the extent not terminated.

16. Termination for insolvency

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

17. Force Majeure

- 17.1. Neither the Supplier nor the Purchaser/Owner shall be considered in default in the performance of their obligations as per the Contract so long as such performance is prevented or delayed because of strikes, war, hostilities, revolution, civil commotion, epidemics, accidents, fire, cyclone, flood or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof or because of any act of God. The proof of existence of force majeure shall be provided by the party claiming it to the satisfaction of the other.
- 17.2. The Supplier shall advise Purchaser/Owner initially by a Fax, followed by post, the beginning and end of any of the above causes of delay, failing which Purchaser/Owner shall not be liable to consider delays due to the above reasons. Notice as stated above should be given even in case where only the Supplier's bids are under the consideration of the Purchaser/Owner and no acceptance of the same has been given and detailed order issued.
- 17.3. In the event of definite delay even if arising out of reasons due to force majeure, Purchaser/Owner shall have the right at their discretion to cancel the Order or part of the Order without any liability on their part to make any payment to the Supplier while reserving the right to claim refund of and any payment if advanced or paid to Supplier.

18. Termination for convenience

- 18.1. The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving 7 days written notice on the Supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter alia, the extent to which the Supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 18.2. The goods and services which are complete and ready in terms of the contract for completion and performance within thirty days after the Supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining works, the Purchaser may decide:
- 18.3. To get any portion of the balance completed at the contract terms, conditions and prices; and/or
- 18.4. To cancel the remaining portion of the works and compensate the Supplier by paying an agreed amount for the cost incurred by the Supplier towards the remaining portion of the works.

19. Governing language

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

20. Notices

- 20.1. Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 20.2. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

21. Arbitration

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

22. Applicable Law

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

Section -D
SPECIAL CONDITIONS OF CONTRACT (SCC)

NIL

SECTION E

Scope of Services

HLL intends to conduct health camps on behalf of Indian Oil Corporation Ltd. (IOCL) as a part of their Corporate Social Responsibility (CSR) initiatives. A total of 33 health camps will be organized at various locations of Farrukhabad, Uttar Pradesh, during which 6,385 beneficiaries will be counselled and maternity health kits will be distributed.

Objectives/Activities planned during the Maternity Health Camps:

- **Medical Consultations:** Doctors, nurses, and midwives will be available to provide free consultations, routine check-ups, and address specific health concerns.
- **Nutrition Counseling:** Lactating mothers and pregnant women will receive personalized nutrition advice, including information on essential vitamins and mineral necessary for health pregnancies and breastfeeding.
- **Breastfeeding Support:** Lactation consultants will offer guidance to new mothers on effective breastfeeding techniques, ensuring proper milk supply and infant nutrition.
- **Health Education Workshops:** Sessions will be held to discuss topics such as prenatal care, signs of complications during pregnancy, postnatal care, safe childbirth practices, and infant health.
- **Distribution of Maternity kits:** Kits comprising of Hemoglobin syrup/booster, Calcium and Magnesium syrup, Protein powder/mix and Gripe water.

HLL Lifecare Limited (HLL) intends to engage a qualified and experienced Service Provider to support the planning, coordination, and execution of Health Camps across designated locations. The Service Provider shall ensure and facilitate the successful completion of 33 camps covering 6,385 beneficiaries on or before 15th January 2026. Further, a minimum of six camps shall be conducted per day, with all arrangements and requirements fulfilled as per the defined scope and with the prior concurrence of HLL. All activities shall be carried out under the review and monitoring of HLL, and the agency shall strictly adhere to the prescribed quality standards and specifications. The selected agency shall be responsible for providing comprehensive end-to-end operational and logistical support at their own cost, as detailed below.

1. Provision of Manpower

The Service Provider shall arrange qualified and experienced personnel for each health Camp as per the minimum requirement mentioned below. All deployed personnel shall possess valid qualifications, registrations, and relevant experience.

1.1 Physician (MBBS Doctor) – One per Camp

- Conduct general health check-ups, consultations
- Diagnose common ailments and prescribe medicines as per standard medical guidelines.
- Counsel patients on preventive healthcare, hygiene, and disease management.
- Maintain individual patient records and daily summary reports in prescribed formats.
- Ensure ethical practice, confidentiality, and compliance with medical protocols.
- Health Education Workshops: Participation in sessions to discuss topics such as prenatal care, signs of complications during pregnancy, postnatal care, safe childbirth practices, and infant health.

1.2 Nutritionist – One per Camp

- Personalized nutrition advice for Lactating mothers and pregnant women including information on essential vitamins and mineral necessary for health pregnancies and breastfeeding.
- Conduct dietary assessments and provide nutritional counselling to beneficiaries.
- Deliver awareness sessions on balanced diet, obesity prevention, and food hygiene.
- Distribute educational materials and record attendance and feedback.
- Submit a summary report on nutrition-related observations and interventions.

1.3 Nurse – One per Camp

- Offer guidance to new mothers on effective breastfeeding techniques, ensuring proper milk supply and infant nutrition.
- Assist in clinical activities such as administering injections, dressing minor wounds, and first aid management.
- Support the physician in health assessment and ensure proper record maintenance.

1.4 Assistant – One per Camp

- Assist the doctor in patient registration, vital recording, and clinical procedures.
- Maintain patient data and support documentation as required by HLL.
- Assist in setting up as well as dismantling of medical equipment and ensuring proper handling of consumables.

1.5 Support Staff – One per Camp

- Support in dispatch and return of materials, medicines, and documentation
- Coordinate local logistics, communication, and crowd management, beneficiary movement, and medicine distribution counter.

2. Provision of Maternity Health Booster Kits

The scope of services includes the procurement, assembly, packaging, and supply of *Maternity Health Booster Kits*. All medicines, supplements, and consumables shall be procured exclusively from HLL-approved vendors to ensure adherence to national quality standards and regulatory norms. All products must be sourced only from licensed manufacturers who are approved by HLL and already have valid rate contracts in place. The procured items shall be assembled into a complete kit and packed in a cloth bag with IOCL-approved branding, conforming to the following dimensions: Height – 10 inches, Breadth – 9 inches, Width – 5 inches.

Each maternity kit shall mandatorily contain the following items:

1. Haemoglobin Syrup
2. Calcium & Magnesium Syrup
3. Protein Powder
4. Gripe Water

All products included in the kit must be in conformance with the following:

- 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.
- Drugs/medicines are to be sourced from reputed manufacturers (preferably from HLL approved vendors) compliant with all regulatory requirements including CDSCO / FSSAI / GMP standards, as applicable. Prior to delivery, the Service Provider shall obtain HLL's concurrence for the product proposed to be supplied.
- The supplies of drugs/ medicines should be from fresh stock only. At the time of receipt of medicines, they should have the latest manufacturing date and minimum remaining expiry period should be 5/6th of the life of the drug.
- Carry intact batch numbers, manufacturing/expiry dates, statutory labelling, and tamper-proof packaging.
- Kits must be free from damage, contamination, or deterioration, and stored and transported under controlled conditions to maintain quality and safety.
- Kits must meet all applicable quality, safety, pharmacological, and packaging requirements under relevant regulatory guidelines.
- Service provider must take the responsibility to take back the complaint goods and replace and deliver fresh goods to HLL immediately. Service provider should also bear the transportation charges for collecting back the compliant/rejected goods and the transportation charges incurred for making the replacement.

Brand details, complete technical specifications, and physical samples of each item must be submitted to HLL for verification and approval before bulk procurement and kit assembly. Procurement and kit assembling shall commence only upon receipt of approval from HLL.

3. Postage and Telecommunication Charges (Courier Charges)

- Handle dispatch and delivery of official correspondence, reports, medical records, and feedback forms between camp sites and HLL offices.
- Ensure timely and secure delivery of all documents with appropriate acknowledgments.
- Maintain proper logs and vouchers for all courier and communication expenses.

4. Vehicle Hire and Logistics

- Arrange suitable vehicles for transportation of manpower, medicines, camp equipment, and promotional materials as per requirement of HLL at Farrukhabad, UP.
- Ensure vehicles are roadworthy, insured, and driven by licensed and experienced drivers.
- Provide local transport support for HLL officials and staff as required during the camp.
- Maintain vehicle usage logs, fuel records, and ensure punctuality and safety of transport operations.

5. Refreshments and Food

- Provide hygienic and nutritious food and refreshments for the deployed camp staff throughout the camp duration.
- Ensure availability of safe drinking water and sanitation facilities.
- Food handling and serving should comply with FSSAI standards.
- Maintain bills and supplier details for audit and verification.

6. Printing and Supply of Promotional Material

- Design, print, and supply IEC (Information, Education, and Communication) materials such as banners, posters, leaflets, registration forms, OPD Cards, registration and medicine books, and standees in coordination and approval from HLL
- Ensure all content, design, and branding conform to HLL's approved templates and communication guidelines.
- A cloth bag/pouch with IOCL logo for packing and distributing the maternity kits is to be provided.
- Coordinate timely delivery and display of materials at camp venues.
- Maintain quality standards in printing and material usage.

7. Impact Assessment and Reporting

- Conduct feedback and beneficiary satisfaction surveys at each camp.
- Compile and analyse data on total beneficiaries, demographic profile, common health issues, and key health outcomes.
- Prepare an Impact Assessment Report, preferably by external agency or as per HLL's requirement, summarizing the camp's performance, challenges, and recommendations.
- Submit the report to HLL in soft and hard copies within the stipulated timeline.
- Support HLL in preparing summary presentations or data compilations for stakeholders.

8. Project Report Preparation

- Maintenance of documents related to each camp with beneficiary details and remarks.
- Support HLL in preparation and submission of consolidated project report with high resolution photographs and details from each camp location.

9. Coordination and General Responsibilities

- Liaise with local authorities, panchayats, NGOs, and community leaders to facilitate smooth execution of the camp.
- Preparation of project report in coordination / approval of HLL.
- Maintaining documents, registration, medicine distribution of each camp as per the list shared by the District Administration of Farrukhabad, UP and IOCL.
- High resolution photographs (soft copies) of the respective health camps to be submitted to HLL.
- Ensure adherence to all safety, ethical, and statutory norms during operations.
- Provide daily and post-camp updates, including attendance, stock utilization, and expenditure summaries.
- Maintain complete transparency in manpower deployment, financial utilization, and documentation.
- Be available for coordination meetings or training sessions organized by HLL as required.
- It shall be the responsibility of Service provider to obtain requisite permission/NOC for water, electricity and other essential connections at the event premises for the entire duration of the health check up camps.
- Fire extinguishers shall be placed at appropriate places as per the norms of Fire and Emergency Services.
- All statutory regulations/ norms and guidelines from local authorities shall be followed by the service provider at each camp location.
- Any other requirement for ensuring smooth conduction and completion of camps shall be undertaken, based on HLLs requirements.

SECTION F

FORMS AND DECLARATION

1. FINANCIAL STATEMENT

Name & Address of bidder:

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

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

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

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

2. PERFORMANCE STATEMENT

(For the period of last three years)

Tender Reference No. : _____
Date of opening : _____
Order cross reference No. : _____
Name and address of Purchaser : _____
Country of origin, Name and address
Of the manufacturer/bidder : _____

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

Date:

Signature and seal of the Purchaser

NB: Satisfactory performance certificate from clients to be enclosed

3. CATEGORY DETAILS OF ORGANIZATION

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

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

*The Udyam no of the bidder

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

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

4. SELF DECLARATION – MAKE IN INDIA PREFERENCE

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

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

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

Seal and Signature of Authorized Signatory

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

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

1. The facts contained herein are within my own personal knowledge.
2. I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order
3. I certify that M/s (name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]
4. I understand that the submission of incorrect data and / or if certificate / declaration given by M/s(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE:

DATE:

Seal / Stamp of Bidder

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

6. SELF-DECLARATION NON BLACK LISTED

To,

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

Dear Sir,

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

Date:

Signature:

Place:

Name:

Designation:

Seal:

7. NO DEVIATION CERTIFICATE

To

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

**Subject: No Deviation Certificate for Tender for Identification of service provider for assistance in execution of IOCL health checkup camp project in UP
Tender Ref. No.**

Dear Sir,

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

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

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

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Name and seal of Bidder

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

8. ACCEPTANCE FORM

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

From

To

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

Tender Ref. No.

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

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

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

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

Also certify that the products to be supplied 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 further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

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

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

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

Section-G

PRICE SCHEDULE

(In the letter of the company)

AS PER BOQ, TO BE UPLOADED IN GEM PORTAL

REFERENCE

As per BOQ document uploaded in GeM Portal

IMPORTANT NOTE -

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

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

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

NOTE: -

- 1) Rate per unit excluding GST, GST% and including GST shall be quoted above in the price schedule.
- 2) In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.

Business Address_____

Place: _____

Signature of Bidder_____

Date: _____

Seal of the Bidder_____

Section H
CHECK LIST

S.L No	Documents to be submitted	Submitted (Yes/No)	Page No.
1	Bidder should have a valid Certificate of GST Registration		
2	Bidder should have a valid Certificate of IT PAN Card		
3	Bidder should have a valid Certificate of Certificate of incorporation / Memorandum of Article		
4	Copy of the NEFT/RTGS details of EMD		
5	Copy of Udyam Registration, in case of MSME Bidders		
6	The bidder should submit the duly notarized Power of Attorney, issued by the competent authority in favour of the signatory of the bid in the stamp paper of appropriate value as per the Stamp Act.		
7	Proof of minimum 3 years of relevant business experience in conducting health checkup camps or projects of similar nature. (work order/client certificates to establish the same is to be submitted)		
9	<p>Proof of executed projects of similar nature items during preceding 3 financial years (i.e. current year and three previous financial years) as on last date of submission of bid, as per following criteria.</p> <ol style="list-style-type: none"> 1. Three similar completed projects of value not less than the amount equal to Rs. 12.50 Lakhs 2. Two similar completed projects of value not less than the amount equal to Rs. 15.70 Lakhs 3. One similar completed projects of value not less than the amount equal to Rs. 25.00 Lakhs <p>Copies of work orders/satisfactory work completion reports issued by the Client/Authority concerned shall be submitted as proof of the same.</p>		
10	The average annual turnover for the last three years, (2022-23, 2023-24 & 2024-45) of the bidder should not be is not less than Rs. 15.00 Lakhs. The duly filled Financial Statement certified by a chartered accountant as per item no. 1 in Section G is to be attached. CA certified Turnover statement, audited Balance sheets, Profit & Loss Statements, and IT return statements certified by a Chartered Accountant as proof of financial status.		
11	Dully filled Performance Statement as per item no.2 of Section G		
12	Dully filled Category Details of Organization (MSE) as per item no.3 of Section G.		
13	Dully filled Self-Declaration – Make in India Preference as per item no. 4 of Section G.		
14	Dully filled Self-Declaration -Compliance to Rule 144(XI) of the GFR 2017 as per item no. 5 of Section G		
15	Dully filled Requisition form for E-payment as per item no. 6 of Section G		
16	Supplier/Firm/Company should not have been blacklisted by the Govt./or the registering authority during last five years as on date bid submission. If NO, the duly signed declaration form as per item no-7 of Section- G is to be attached		
17	<p>iv. The bidder will be disqualified if they have any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. Including ongoing works.</p> <p>v. If the order is terminated in the last one year, their bid will be</p>		

	treated as non-responsive Self-Certificate: Non-Black Listing Certificate of no-blacklist in any firms in bidders letterhead		
18	Duly Signed NO DEVIATION CERTIFICATE as per item no-8 of Section - G to be attached		
19	Duly Signed ACCEPTANCE FORM as per item no-9 of Section -G to be attached		
20	Duly filled Check List sheet Section O to be attached		
21	Dully filled Pre Contract Integrity pact as per of Section - Q to be attached		

Section I

PRE CONTRACT INTEGRITY PACT

(In the company letter with sign & seal)

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

HLL Lifecare Limited.

Division:

Tender No: HLL/HCS/Tender-GeM/2025-26/13 DTD:0 28.11.2025

INTEGRITY PACT

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

Between

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

And

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

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

Preamble

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

NOW, THEREFORE,

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

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the Bidder to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Clause.1. Commitments of HLL

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

related to the contract.

- 1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HLL will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ SUPPLIER s

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
 - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
 - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
 - 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
 - 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
 - 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.
 - 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section F of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Supplier (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Supplier s(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Supplier s(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.
- 2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

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

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

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

- 4.1 The Bidder(s)/ Supplier (s) undertake(s) to demand from his SubSupplier s a commitment in conformity with this Integrity Pact.
- 4.2 HLL will enter into agreements with identical conditions as this one with all Bidders and Supplier s.

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

Clause.5. Consequences of Violation / Breach

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Statute enacted for prevention of corruption.

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

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect HLL/HCS/Tender-GeM/2025-26/13 Dtd: 28.11.2025

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

Clause .7. Independent External Monitor(s)

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

Shri P. Mallikharjuna Rao IFoS (Rtd)

Independent External Monitor (IEM)

Office: HLL Lifecare Limited, HLL Bhavan,

Poojappura, Thiruvananthapuram 695 012, Kerala

Email: iemhll@lifecarehll.com

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

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

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

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

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

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

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

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

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

Clause.9. Facilitation of Investigation

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

Clause.10. Law and Place of Jurisdiction

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

Clause.11. Other legal Actions

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

Clause.12. Validity and Duration of the Agreement

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

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

Clause. 13. Other provisions

13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

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

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

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

HLL Lifecare Ltd.

Bidder

Witness

Witness

1.....

1.....

2.....

2.....