

REQUEST FOR QUOTE

Document for

IDENTIFICATION OF SERVICE PROVIDER FROM EMPANELLED FIRMS FOR ASSISTANCE IN MEDICAL LAB OPERATIONS

RFQ No: HLL/HCS/RFQ/2026-27/03 Dated 15.09.2026



HLL LIFECARE LIMITED

(A Govt. Of India Enterprise)
CIN : U25193KL1966GOI002621

HLL Bhavan, Poojappura,

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**NOTICE INVITING REQUEST FOR QUOTE (RFQ) FOR IDENTIFICATION OF SERVICE
PROVIDER FROM EMPANELLED FIRMS FOR ASSISTANCE IN MEDICAL LAB
OPERATIONS**

HLL Life care Limited, a Government of India Enterprise, invites financial quotes from empaneled firms under medical laboratory segment (category A, B & C) for support in Establishment, Commissioning, Operation and Maintenance of Laboratories at Hindlabs, All India Institute of Ayurveda (New Delhi & Goa). Interested bidders can obtain more details about the project, from the office of the undersigned.

RFQ No	:	HLL/HCS/RFQ/2026-27/03 Dated: 15.09.2026
RFQ PUBLISHING DATE	:	15.09.2026
LAST DATE AND TIME FOR RECEIPT OF RFQ	:	28.09.2026 15.00 Hrs
TIME AND DATE OF OPENING OF THE RFQ	:	29.09.2026 15.00 Hrs
EMD	:	Rs. 14.00 Lakhs
PLACE OF OPENING OF RFQ	:	HLL LIFECARE LIMITED HLL BHAVAN, POOJAPPURA, THIRUVANANTHAPURAM, KERALA- 695012 PHONE NO: 0471 2354949
ADDRESS FOR COMMUNICATION	:	AVP i/c & BH (HCS) HEALTHCARE SERVICES DIVISION HLL LIFECARE LIMITED, HLL BHAVAN, POOJAPPURA, THIRUVANANTHAPURAM, KERALA- 695012 PHONE NO: 0471 2354949
EMAIL ID	:	hcstenders@lifecarehll.com

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

DISCLAIMER

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

The information contained in this RFQ Document or subsequently provided to Bidder(s) whether verbally or in writing by or on behalf of HLL Lifecare Limited (HLL) shall be subject to the terms and conditions set out in this RFQ Document and any other terms and conditions subject to which such information is provided. Though adequate care has been taken in the preparation of this RFQ document, the interested firms shall satisfy themselves that the document is complete in all respects. The information is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFQ document is complete in all respects and firms submitting their bids are satisfied that the RFQ document is complete in all respects. If a bidder needs more information than what has been provided, the potential bidder is solely responsible for seeking the information required from HLL.

HLL reserves the right to provide such additional information at its sole discretion. In order to respond to the Bid, if required, and with the prior permission of HLL, each bidder may conduct his own study and analysis, as may be necessary. HLL reserves the right to reject any or all of the applications submitted in response to this RFQ document at any stage without assigning any reasons whatsoever. HLL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFQ.

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

SECTION-1 INSTRUCTIONS TO BIDDERS (ITB)

1. COMPANY BACKGROUND

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

HLL’s purpose of business is “to be a globally respected organization focusing on inclusiveness by providing affordable and quality healthcare solutions through continuous innovations”. In its quest to become a comprehensive healthcare solutions provider, HLL had diversified into hospital products and healthcare services, while nurturing its core business of providing quality contraceptives.

Healthcare Services Division

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

2. INTRODUCTION

Through a chain of Healthcare Diagnostic centres, called HINDLABS, HLL offers clinical pathology lab services and Radio diagnostic imaging services. Over a period of short span HINDLABS emerged as one of the key player among retail diagnostic chains with 250+ Diagnostic centers, 4000 collection centers (Which includes PHC, RH, DH, SSH, RRH, WH & MH) and 50 medical imaging centres in various states and cities across India. HINDLABS uses state-of-the-art technology to provide the most comprehensive and advanced imaging services. The facilities are designed to comply with National Accreditation Board for Testing and Calibration Laboratories (NABL) standards.

The Healthcare Services Division (HCS) has numerous projects in pipeline and intended to explore the possibility of having Strategic Business Partners for their upcoming medical laboratory business projects. Accordingly HLL had invited an Expression of Interest (EOI number: HLL/CHO/HCS/ML/2022-23/01 Dated 03-06-2022) for empanelment of Strategic Business partners for Medical laboratory Business of HCS Division of HLL Lifecare Limited. This EOI was floated in eprocurement portal of Government of India and after scrutiny the

firms who met the EOI qualification criteria were empanelled. Further, the panel was expanded vide EOI no. HLL/CHO/HCS/EOI/2023-24/02 Dated 11.07.2023.

All the empanelled firms have submitted declaration and agreed for minimum revenue share of 8% for HLL. The revenue generated from the project shall be shared between HLL and the Strategic Partner selected for the project, in accordance with the revenue-sharing arrangement agreed upon through this Request for Quotation (RFQ) and the financial offer submitted and accepted thereunder. "Revenue" shall mean the actual amount received by HLL from the client(s) towards the services provided under the project, in accordance with the terms and conditions of the contract executed with the client. As per the above said EOI terms, post empanelment, through competitive bidding among the empanelled firms, Service provider shall be finalised for individual projects based on the highest revenue share they are willing to share with HLL, over and above the minimum revenue share.

3. SCOPE OF RFQ:

HLL Lifecare Limited intends to Establish, Commission, Operate And Maintain Laboratories at Hindlabs, All India Institute of Ayurveda (New Delhi & Goa). The laboratories are intended to be equipped to cater to major diagnostic services, including but not limited to Biochemistry, Hematology, Clinical Pathology, Microbiology, Serology, and Immunology. This Request for Quotation (RFQ) is floated among the empaneled strategic partners (A , B & C category) of HLL for medical laboratory segment to identify and engage a suitable service provider to assist HLL in executing the project. The engagement will be structured under a revenue-sharing model, ensuring sustainable operations while expanding the scope and quality of diagnostic services offered to patients.

3.1 Scope of Service Provider

Selected service provider shall provide all services specified in the Scope of Work of this RFQ and fulfil all obligations with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry. General scope of service provider is as listed below.

- a. To strategically support HLL in execution of the project based on the responsibilities assigned by HLL.
- b. To install and operate the diagnostic equipment as per HLL demand
- c. To arrange all the consumables, reagents and other requirements as per the intimation of HLL
- d. To provide all services specified in the scope of work of this tender (Annexure-I) with due diligence, efficiency and economy, in accordance with generally accepted

techniques and practices used in the industry and any other service informed by HLL through Notification of award and its subsequent addendums.

- e. To install suitable equipment and accessories, employ appropriate advanced technology, systems, best practices, safe and effective equipment, machinery, material, and methods. The Service Provider shall always act, in respect of any matter relating to this assignment, as faithful advisors to HLL and shall, at all times, support and safeguard HLL's legitimate interests in any dealings with third parties.
- f. Ensuring uninterrupted operations during period of engagement. Based on the need standby equipment to be installed as informed by HLL.
- g. Incur necessary capital expenses including reimbursement of the expenses incurred by HLL for the turnkey work of the facilities, providing necessary infrastructure, equipment and accessories essential for the performance of the scope of work, Up-time management of the machines, timely supply of reagents and consumables, provision of DG set etc as per the requirement of HLL.
- h. Meet all the operational and recurring expenses including all taxes and duties (if applicable) during the day-to-day execution of the project
- i. Ensure all the hardware requirements with regard to LIS
- j. Facilitation of all documentation as required by HLL.
- k. Meet all statutory and regulatory guidance and requirements.
- l. Maintain quality standards and strict adherence to the SOP/protocols as per regulatory guidelines and as provided by HLL.
- m. Daily, Weekly, monthly Reports and Coordination with all stakeholders.
- n. Deployment of manpower as required by HLL and to ensure that all of them are working as per the work schedule given by the HLL officer responsible for this project in coordination with those individual Hospitals.
- o. Setting up of new collection centers
- p. Conducting health camps/Medical Check-up as per the requirement given by HLL
- q. Development of B2B and B2C business
- r. Marketing activities for business development in both Government & private segments.
- s. Formulation and execution of health packages with approval of HLL
- t. Maintain NABL/NABH standards in Lab Operations.
- u. To maintain highest quality standards for the service delivery to beneficiaries at all times.
- v. Addition of new equipment installation as per the requirement of HLL.
- w. Maintain adequate inventory for the smooth operation of the individual Hindlabs
- x. Any other related work assigned by HLL for smooth execution of project.

Detailed Scope of work is given as Annexure-I

3.2 Scope of HLL

- **Strategic Design & Planning**
 - Overall strategic design, planning, operation, and management of the project.
 - Establishment of the facility in coordination with the selected service provider.
- **Operations & Management**
 - Execution of day-to-day operations and overall facility management.
 - Deployment of technical , administrative and other manpower as required.

- Arrangement of consumables and other required operational items in coordination with selected bidder.
- Administrative supervision and governance of the project.
- **IT infrastructure**
 - Deployment of Laboratory Information management systems and necessary hardware and software . The Service Provider shall maintain strict confidentiality of all information accessed, received, generated or processed during the course of providing support services to HLL, including patient details, medical records, laboratory reports, test results, prescriptions, identification details, financial information, operational data, credentials, processes and other confidential information of HLL and its clients. Such information shall be used solely for the purpose of execution of the assigned services and shall not be disclosed to any third party without the prior written approval of HLL, except where disclosure is required under applicable law
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- **Standards & Protocols**
 - Formulation and implementation of Standard Operating Procedures (SOPs) and operational protocols.
 - Development of quality standards and Quality Assurance (QA) protocols to ensure consistency and compliance.
- **Quality Assurance**
 - Ensure the quality compliance in day-to-day operations
- **Compliance & Regulatory Management**
 - Securing and maintaining all necessary statutory and regulatory compliances on behalf of HLL.
 - Ensuring adherence to national, state, and institutional healthcare guidelines.
- **Stakeholder Coordination**
 - Liaison and coordination with clients, service providers, and other stakeholders.
 - Conducting periodic reviews to ensure compliance with obligations, performance benchmarks, and project timelines

3.3 Revenue Sharing Model

- a) HLL intends to execute this project on a revenue sharing basis. Service Provider has to provide services as detailed in Scope of work.
- b) The charges for tests and investigations at AIIA, New Delhi and AIIA-Goa shall be at AIIA approved rates (for tests approved in the list) or based on the prevailing CGHS rates (NABL/Non-NABL/NABH, as applicable), together with applicable taxes. Any revision in the CGHS rates shall automatically apply. For tests and investigations not covered under the CGHS rate schedule, the rates shall be finalized by HLL in consultation with the respective Client, taking into consideration the rates prevailing at reputed Government institutions, accredited laboratories and prevailing market rates.

- c) HLL shall raise claims and receive payments from the Client in accordance with the provisions of the Project Agreement.
- d) An institutional charge shall be remitted to client equivalent to 15% of the value of each test/investigation carried out through the Clinical Diagnostic Centre established in the Hospital premises of client. Any revision to such institutional charges, as mutually agreed between HLL and the Client, shall be applicable to the project.
- e) The Service Provider shall submit monthly invoices to HLL, on or before the 7th day of the succeeding month, based on the agreed revenue-sharing arrangement and supported by the requisite documents.
- f) Upon verification of the invoices, HLL shall retain its revenue share as finalized through the financial bid and recover all costs and expenses incurred in connection with execution of the project, including but not limited to institutional charges payable to the Client, operational expenses, manpower costs, statutory dues, taxes, penalties and any other recoverable amounts under the Contract. Payment to the SBA will be made only upon receipt of the corresponding payment from the Client, and HLL shall endeavor to release the eligible amount within thirty (30) days from the date of realization of such payment.
- g) Service Provider shall make independent assessment of proposed project and submit their financial quotes. Service Provider may contact the tender inviting authority in writing during the bid submission period in case any additional information/clarifications are required for arriving at the financial quote. The financial quote of the Strategic Business Associates shall specify the revenue share percentage acceptable to share with HLL for this particular proposal. Service Provider shall make independent assessment of proposed project and submit their financial quotes. The financial quote of the Strategic Business Associates shall specify the revenue share percentage acceptable to share with HLL for this particular proposal. **Minimum Revenue share to HLL is fixed as 8.00% and above as detailed in table-1 below.**
- h) Financial Quote has to be submitted as per the format provided in CPP portal.
- i) The evaluation for the project would be done on the basis of offered revenue share percentage to HLL. The bidder who scores highest total score as illustrated below would be finalised as Service Provider for this project.

- i. Project span would be divided into four terms based on its duration. It is envisaged that a new project typically require a gestation period for awareness creation, referral development, operational stabilisation and optimisation of manpower and logistics. Here the initial term is set as 0-24 months.
- ii. The next slot is 25- 48 months where it is considered that the project would be in growth / critical mass period and project is expected to gain market acceptance resulting in Incremental revenues increase while marginal cost of service delivery reduces.
- iii. The next category is above 49 to 60 months where after sustained operations, the project would have largely recovered initial investments and achieved operational maturity. Accordingly, HLL reserves the right to retain a higher revenue share to safeguard its long-term financial interest.
- iv. The final category is the period above 60 months where once the project is extended, it can continue with minimal additional capex, with opex proportional to business growth, thereby improving profitability.
- v. The evaluation criteria for financial bid is as follows:

TABLE-1					
Project Timeline	Weightage	Minimum revenue share in percentage fixed for HLL	Additional Revenue Share (in Percentage) to HLL <u>over and above</u> Minimum revenue share	Total revenue share %	Score
	(a)	(b)	(c)	(d) = (b)+ (c))	(a) x (c)
0 to 24 months	15%	8.00			
25- 48 months	20%	8.25			
49-60 months	30%	8.50			
61 months – Till End of Project	35%	8.75			
Total Score					

Bidder has to offer additional Revenue Share (in Percentage) to HLL over and above Minimum revenue share for each project period timeline as mentioned above. Bidders will be evaluated based on the total score and bidders who is having highest total score (H1 bidder) will be finalized as the Service Provider for this project.

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

3.4 General Terms and Conditions

1.	While this RFQ has been prepared in good faith, HLL does not make any commitment or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omission herein, or the accuracy, completeness or reliability of information contained herein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this request, even if any loss or damage is caused by any act or omission on its part.
2.	The process of inviting RFQ is for ascertaining various options available to HLL. After evaluation / examination of the offers, HLL may at its sole discretion decide further course of action.
3.	On submission of financial bid, participant confirms its acceptance to all terms and conditions of RFQ and scope of work.
4.	On submission of financial bid, participants must ensure and confirms to HLL that they have complied with applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an adverse Effect on its ability to perform its obligations under the scope of work of this RFQ.
5.	RFQ participants are requested to keep the information and details strictly confidential.
6.	HLL shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their RFQ and other expenses.
7.	HLL reserves the right to deal with the proposal in any manner without assigning any reasons for the same. The decision of HLL in this regard shall be final.
8.	The Bidder to indemnify HLL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.

4. SUBMISSION OF BIDS

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

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

Envelope –I (Financial bid):

The bidders have to mandatorily upload the following documents

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

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

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

Note:-

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

5. GENERAL INSTRUCTIONS TO BIDDERS:

- 5.1 This RFQ is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>

- 5.2 RFQ documents can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-RFQ shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.
- 5.3 The RFQ and its corrigendum/extension will also be published in our company website, URL address: <http://www.lifecarehll.com/tender>.
- 5.4 The RFQ process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidders may download and go through the RFQ document.
- 5.5 All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. RFQs/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late RFQs will not be accepted.
- 5.6 The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and shall be rejected.
- 5.7 Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
- 5.8 Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the RFQ Enquiry Document.
- 5.9 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.
- 5.10 Registration
- 5.10.1 Bidders are required to register in the Government e-procurement portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home page

after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

- 5.10.2 As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 5.10.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 5.10.4 They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days’ time. The bidders are required to have Class II or above digital certificate or above with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- 5.10.5 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- 5.10.6 Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- 5.10.7 The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this RFQ after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this RFQ.
- 5.10.8 Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- 5.10.9 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 5.10.10 Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this RFQ.

5.11 Searching for RFQ Documents

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

5.12 Preparation of Bid

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

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

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

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

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

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

Associate Vice President i/c & Business Head (HCS)
Healthcare Services Division
HLL Lifecare Limited
HLL Bhavan, Poojappura, Thiruvananthapuram - 695012,
Kerala, India
Tel: +91 4712354949 , Email -

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

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

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

5.20 Online RFQ Process:

The RFQ process shall consist of the following stages:

- ii. Downloading of RFQ document: RFQ document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
 - iii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.
 - iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this RFQ document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
 - v. Opening of RFQ and Award of contract: The financial bids will be opened, evaluated and finalized as per the criteria detailed in this RFQ document.
- 5.21 Conditional bids and bids not uploaded with appropriate/desired documents may be rejected outrightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
- 5.22 HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.
- 5.23 HLL Lifecare Limited Ltd reserves the right to amend or withdraw any of the terms and conditions contained in the RFQ document including scope of work or reject any or all RFQs without giving any notice or assigning any reasons.

5.24 Submission Process:

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

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

6. DEADLINE FOR SUBMISSION OF THE RFQ FOR INTERESTED BIDDERS

- 6.1 Bid shall be received only online on or before the date and time as notified in RFQ.
- 6.2 The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).
- 6.3 Modification, Resubmission and Withdrawal of RFQs
Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.
- 6.4 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 6.5 The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

7. BID OPENING AND EVALUATION

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

8. BID OPENING PROCESS

- 8.1. Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.
- 8.2. In the event of the specified date of bid opening being declared a holiday for HLL,

the bids will be opened at the same time on the next working day.

9. CONFIDENTIALITY

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

10. BID VALIDITY

- 10.1. Bids shall remain valid for the period of **180 days** from the date of tender opening or additional extended time period as decided by HLL from the date of notification of Award. A bid valid for a shorter period shall be rejected by HLL as non-responsive.
- 10.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by email. A bidder may refuse the request without forfeiting its bid security (if applicable). A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security (if applicable) for the period of the extension.

11. BID SECURITY (EMD)

- 11.1. Bidder has to submit EMD of Rs.14.00 (Fourteen) Lakhs as bid security for this RFQ through RTGS/NEFT transfer in the following HLL A/c details:

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

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

(a) If a Bidder:

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

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

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

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

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

12.ALTERATIONS AND ADDITIONS

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

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

13.NOTIFICATION OF AWARD :

13.1. Successful participant after evaluation of financial bid will be notified through a Notification of Award issued by HLL.

13.2. Selected participant has to submit performance security as specified in this RFQ

13.3. After receipt of performance security, an agreement will be entered with the successful participant.

- 13.4. Selected bidder shall commence activities within 30 days of receipt of NOA.

14. DURATION OF ENGAGEMENT

- 14.1. Period of engagement will primarily be based on the terms between HLL & its client. The initial engagement shall be for a period of 5 years which may further be extended for a further period of 10 more years in slots of 5 year each subject to satisfactory performance. Period engagement, however, will be subject to HLL's agreement terms with its client.
- 14.2. The engagement of service provider may be extended only if services are found satisfactory subject to the extension of HLL's contract with client. However, if the client has not given any extension or in case of early termination, HLL reserves the right to terminate/ cancel the contract with service provider at any time during the contract period. The service provider has no right to claim any loss direct or indirect on account of such termination / cancellation of contract by HLL.
- 14.3. Review of performance shall be conducted on annual basis and will evaluate the overall performance of service, promptness in reporting, downtime of equipment etc.
- 14.4. HLL reserves the right to increase or decrease the period of engagement as deemed necessary.

15. CONFLICT OF INTEREST.

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

16. PERFORMANCE SECURITY

- 16.1. The selected strategy partner has to submit an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 3% of the project value, as will be specified in the NoA. Until such time the Performance Security is provided by the strategy partner and the same comes into effect, the Bid Security shall remain in force and effect, and upon provision of the Performance Security, the HLL shall

release the Bid Security (EMD) to the Strategy partner. No interest shall be payable by HLL against the Performance Security.

16.2. Appropriation of Performance Security

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

16.3. Release of Performance Security

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

17. INSURANCE:

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

18. PENALTIES AND RECOVERIES

- 18.1. Any penalty imposed by HLL's client, or any regulatory agency shall be applicable to the Service Provider on back to back basis.
- 18.2. The Strategic Business Associate (SBA) shall ensure that all personnel deployed under the Project observe the instructions issued by HLL and the Client with regard to discipline, conduct and professional behaviour. In the event any personnel deployed by the SBA is found to be inefficient, negligent, quarrelsome, infirm, involved in unlawful activities or otherwise unsuitable for discharge of duties, the SBA shall promptly replace such personnel upon instructions from HLL.
- 18.3. Any penalties, damages, deductions or recoveries imposed by the Client on HLL on account of acts of omission or commission attributable to the SBA, its personnel, equipment or operations shall be applicable to and recoverable from the SBA on a back-to-back basis. Such recoveries may be adjusted against any amounts payable to the SBA under the Contract.
- 18.4. Without prejudice to the foregoing and after providing a reasonable opportunity of being heard, HLL may impose and recover the following penalties from the amounts payable to the SBA:
 - a. Misbehaviour or misconduct with patients, officers or staff of the Client/HLL – ₹500/- per instance.
 - b. Failure of personnel to wear prescribed uniform, identity card or badge – ₹100/- per instance.
 - c. Causing nuisance or damage to the property of the Client/HLL – three times the market value of the damaged property or ₹500/-, whichever is higher.
 - d. Issuance of false reports or deviations beyond acceptable limits as per established standards and practices – ₹2,000/- per instance, without prejudice to any additional liability arising therefrom.
 - e. Unauthorized financial transactions or collection of charges not approved under the Contract – ₹2,000/- per instance.
- 18.5. The penalties specified above are indicative and shall be in addition to any other penalties, damages, liquidated damages or recoveries imposed by the Client on HLL or otherwise recoverable under the terms of the Contract. HLL reserves the right to recover such amounts from the dues payable to the SBA or through any other lawful means.

19. TRAINING

- 19.1. On Site training to Doctors/ Technicians/ staff shall be arranged as and when required as per HLL intimation.
- 19.2. If any new equipment is installed, the service provider has to ensure that the application specialist of the equipment manufacturer is reaching the unit to give onsite training.
- 19.3. The Service Provider shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the HLL's prior written permission.
- 19.4. Periodic training needs to be conducted to ensure up skill process among the paramedical/allied health staff.

20. SUBCONTRACTS

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

21. MODIFICATION OF CONTRACT

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

22. COURT JURISDICTION:

- 22.1. 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.

23. INDEMNITY

The Interested Bidder shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind

that arise out of or are attributable to (i) Manufacturer's/Bidders/service providers breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /Bidders.(iii) any product/service liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate.

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

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

25. GOVERNING LANGUAGE

- 25.1. 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.

26. ARBITRATION

- 26.1. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and

finally resolved by arbitration administered by the India International Arbitration Centre (“IIAC”) in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations 2023 (“IIAC Regulations”) for the time being in force, which regulations are deemed to be incorporated by reference in this clause.”

The place / seat of the arbitration shall be Thiruvananthapuram, India, The Tribunal shall consist of one arbitrator. The law governing the arbitration agreement shall be Indian Law. The language of the arbitration shall be English.

27. PAYMENT TERMS

- 27.1. The charges for tests and investigations at AIIA, New Delhi and AIIA-Goa shall be based on the prevailing CGHS rates (NABL/Non-NABL/NABH, as applicable), together with applicable taxes. Any revision in the CGHS rates shall automatically apply. For tests and investigations not covered under the CGHS rate schedule, the rates shall be finalized by HLL in consultation with the respective Client, taking into consideration the rates prevailing at reputed Government institutions, accredited laboratories and prevailing market rates.
- 27.2. HLL shall raise claims and receive payments from the Client in accordance with the provisions of the Project Agreement.
- 27.3. An institutional charge shall be remitted to client equivalent to 15% of the value of each test/investigation carried out through the Clinical Diagnostic Centre established in the Hospital premises of client. Any revision to such institutional charges, as mutually agreed between HLL and the Client, shall be applicable to the project.
- 27.4. The Service Provider shall submit monthly invoices to HLL, on or before the 7th day of the succeeding month, based on the agreed revenue-sharing arrangement and supported by the requisite documents.
- 27.5. Upon verification of the invoices, HLL shall retain its revenue share as finalized through the financial bid and recover all costs and expenses incurred in connection with execution of the project, including but not limited to institutional charges payable to the Client, operational expenses, manpower costs, statutory dues, taxes, penalties and any other recoverable amounts under the Contract. Payment to the SBA shall be made only upon receipt of the corresponding payment from the Client, and HLL shall endeavor to release the eligible amount within thirty (30) days from the date of realization of such payment.
- 27.6. Government Taxes especially GST and any other taxes or such other Act, if

- applicable, may be applicable to both the parties.
- 27.7. After revenue realization, HLL will retain the revenue share as agreed by Service Provider through their financial bid. The remaining amount, after deducting all expenses incurred by HLL and statutory dues, will be released to Service Provider. HLL will release payments to Service Provider within 30 days of receipt of payment by HLL from client.
- 27.8. 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.
- 27.9. HLL shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Service Provider where the HLL or client disputes such invoice or part of it provided that such dispute is bonafide. The withheld amount shall be limited to that which is in dispute or withheld by the client. The disputed amount shall be settled through mutual discussions. Any exercise by the HLL under this section shall not entitle the Service Provider to delay or withhold the services to be rendered as per the contract.
- 27.10. All payments agreed to be made by 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 the contract.
- 27.11. All payments agreed to be made by HLL to the Service Provider in accordance with the Services shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The Service Provider shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this agreement. The Service Provider shall not claim any interest on payments under the contract.
- 27.12. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Service Provider at rates as notified from time to time.
- 27.13. The payment shall be made in Indian Rupees.
- 27.14. The Service Provider shall send its claim/invoice for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.

27.15. While claiming payment, the Service Provider is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the Service Provider for claiming that payment has been fulfilled as required under the contract. Invoice from the service provider enclosing the operational cost summary shared by HLL to them as annexure may be submitted on monthly basis as part of claiming payment.

28. INDEMNIFICATION CLAUSE

- 28.1. The Interested Bidder shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to
- 28.2. Service Providers breach of any of its warranties, representations, covenants or obligations set forth herein or
- 28.3. the negligent act or omission of the Manufacturer /Bidders
- 28.4. any product/service liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate.
- 28.5. All claims, demands, action, proceedings, losses, damages, liabilities, cost, charges, expenses or obligations that are occasioned or may occasion to HLL as a result of our non-payment of any statutory dues levied/ leviable on the Service Provider or the Service Provider committing breach of any the rules, regulations, orders, directives, instructions that may be issued by any authority under various Labor Laws, PF, ESI Acts and all other applicable Laws/Acts/Rules or any other Statute or Laws for the time being in force
- 28.6. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on our part or on the part of Sub-Service Provider/s, if any, servants or agents of the Bidder.
- 28.7. Claims, if any, of the employee or the Service Provider and its Sub Service Provider/s, under the Workmen's Compensation Act, 1923 and Employer's Liability Act 1938 or Various Labor Laws or any other Laws rules and regulations in force for the time being in India and any acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and / or arising out of and in the course of employment of any workmen / employee.
- 28.8. Any non - compliance or improper compliance of statutes, rules and

regulations which are applicable to HLL and also to the Service Provider and to the employees , in respect of (a) Employees' Provident Fund and Miscellaneous Provision Act, 1952, (b) Employees State Insurance Act, 1948, Contract Labor (R&A) Act, 1970 (d) Minimum Wages Act, 1948 (e) Payment of Wages Act, 1936 (f) Bonus Act, 1965 (g) Workmen's Compensation Act, 1923 and / or any other laws which may become applicable in respect of the Contract/ Agreement between HLL and the Bidder.

- 28.9. Any Act or omission by us or our Sub-Service Provider/s, if any, our /their servants or agents which may involve any loss, damages, liability, civil or criminal action.
- 28.10. To protect against all claims for damage caused due to non-obtaining of insurance policy during the project period.

29. FORCE MAJEURE

- 29.1. Notwithstanding the provisions contained in the tender document, the Service Provider shall not be liable for imposition of any such sanction so long the delay and/or failure of the Service Provider in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 29.2. For purposes of this clause, Force Majeure means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non- performance or delay in performance. Such events may include, but are not restricted to, acts of the HLL either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 29.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the HLL in writing of such conditions and the cause thereof within seven days of occurrence of such event. Unless otherwise directed by the HLL in writing, the Service Provider shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 29.4. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract Termination of this agreement for whatever reason shall not affect the obligation/ liabilities of both the parties accrued hereunder in respect of matters at the

time of the agreement.

- 29.5. In case due to a Force Majeure event the HLL is unable to fulfil its contractual commitment and responsibility, the HLL will notify the Service Provider accordingly and subsequent actions shall be taken on similar lines described in above sub- paragraphs.

30. TERMINATION

- 30.1. Without prejudice to any other contractual rights and remedies available to it, HLL may, by written notice of default sent to the Service Provider, terminate the Contract, in whole or in part, if the Service Provider fails to perform any of its contractual obligations within the period specified in the Contract or within any extension thereof granted by HLL. Before issuing such notice, HLL shall communicate the nature of the default and provide the Service Provider a reasonable opportunity to remedy the deficiencies and make good the damages caused due to its acts or omissions.
- 30.2. In the event of termination of the Contract, in whole or in part, HLL may avail similar services from alternative sources on such terms and conditions as it may deem fit, and the Service Provider shall be liable for any additional expenditure incurred by HLL in arranging such services. Unless otherwise instructed by HLL, the Service Provider shall continue to perform the Contract to the extent not terminated.
- 30.3. This Contract shall automatically stand terminated, without any liability on the part of HLL, in the event of expiry, termination, suspension, non-renewal or material modification of the Project Agreement between HLL and the Client. The Service Provider shall not be entitled to any compensation, damages, loss of business, loss of profit or any consequential claims on account of such termination.
- 30.4. If the Service Provider becomes bankrupt, insolvent, enters into liquidation, is placed under receivership, or otherwise becomes incapable of performing its obligations under the Contract, HLL shall have the right to terminate the Contract forthwith by written notice, without any liability or compensation whatsoever to the Service Provider. Such termination shall not prejudice any rights and remedies available to HLL.
- 30.5. HLL shall have the right to terminate the Contract forthwith if the Service Provider loses any statutory license, registration, accreditation, approval or authorization required for performance of the services, or if continuation of the Contract would result in violation of any applicable law, regulation or directions issued by a competent authority.
- 30.6. Upon expiry or termination of the Contract for any reason whatsoever, the Service Provider shall provide all necessary assistance and cooperation to HLL for smooth transition and continuity of services and shall hand over all records, reports, software

data, inventories, consumables and other materials pertaining to the Project and belonging to HLL or the Client.

- 30.7. All equipment, furniture, software, consumables and other assets owned or provided by the Client shall remain the exclusive property of the Client and shall be handed over to the Client upon expiry or termination of the Contract. Similarly, all assets owned or provided by HLL/ client shall remain the exclusive property of HLL/client and shall be handed over to HLL/Client, as directed. The Service Provider shall have no claim, lien or encumbrance over any such assets and shall simultaneously remove all assets owned or provided by it and restore the premises to the satisfaction of HLL and the Client.
- 30.8. All penalties, damages, statutory liabilities, operational expenses, recoveries and other dues payable by the Service Provider to HLL shall survive the termination or expiry of the Contract and shall remain recoverable from any amounts due to the Service Provider or through any other lawful means available to HLL.
- 30.9. Termination or expiry of the Contract shall not affect any accrued rights, obligations, liabilities, indemnities, confidentiality obligations or claims of either party existing as on the date of such termination or expiry.
- 30.10. This Contract stands cancelled, if the agreement between HLL and client for this service is terminated.
- 30.11. 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.

31. ARBITRATION

- 31.1. 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.”
- 31.2. 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.

32. TAXES

- 32.1. The Service Provider shall bear all personnel taxes levied or imposed on its personnel, or any other member of the Service Provider’s team, etc. on account of payment received under this agreement. The Service Provider shall bear all corporate taxes, levied or imposed on the Service Provider on account of payments received by it from the HLL for the work done under the scope of work

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

33. GOVERNING LANGUAGE

- 33.1. 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.

34. NOTICES

- 34.1. 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.
- 34.2. 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.

35. RESOLUTION OF DISPUTES

- 35.1. If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the contract / agreement the parties shall endeavor to settle all such disputes, differences, claims or questions through mutual discussion or negotiation.
- 35.2. In the event of any dispute arising out of this agreement, the parties agree that the courts of Thiruvananthapuram, Kerala alone will have exclusive jurisdiction.

36. APPLICABLE LAW

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

37. GENERAL/MISCELLANEOUS CLAUSES

- 37.1. Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Service Provider/its Indian Agent/CAMC Provider on the one side and the HLL on the other side, a relationship of master and servant or principal and agent.
- 37.2. Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 37.3. The Service Provider shall notify the HLL of any material change would impact on performance of its obligations under this Contract.
- 37.4. Each member/constituent of the Service Provider/its Indian Agent/CAMC Provider, for all obligations towards the HLL for performance of contract/services including that of its Associates/Sub Service Providers under the Contract.
- 37.5. The Service Provider/its Agent shall, at all times, indemnify and keep indemnified the HLL against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Service Provider/its associate/affiliated.
- 37.6. All claims regarding indemnity shall survive the termination or expiry of the contract.

38. SPECIAL INSTRUCTIONS

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

ANNEXURE-I DETAILED SCOPE OF THE PROJECT

1. BACKGROUND OF THE PROJECT

HLL Lifecare Limited (HLL), a Mini Ratna Central Public Sector Enterprise under the Ministry of Health & Family Welfare, Government of India, has been entrusted with the establishment, commissioning, operation and maintenance of Advanced Clinical Diagnostic Centres at the premises of All India Institute of Ayurveda (AIIA), New Delhi and AIIA, Goa. The project envisages the creation of state-of-the-art centralized diagnostic hubs offering a comprehensive spectrum of diagnostic services, including Biochemistry, Haematology, Immunology, Clinical Pathology, Microbiology & Serology, Histopathology & Cytology,

The facilities are envisaged as integrated centres of excellence designed to support clinical services, preventive healthcare, research, academic activities and translational medicine, and shall be established and operated in accordance with globally recognized standards and applicable regulatory requirements. Dedicated functional zones for Emergency, Outpatient and Inpatient diagnostic services, supported by advanced information systems and quality frameworks, are intended to ensure seamless workflow, optimized turnaround time and high standards of patient care.

HLL intends to engage a competent Service Provider possessing expertise in integrated laboratory operations for providing the requisite technical, operational and maintenance support, as may be required by HLL, for the establishment, commissioning, operation and maintenance of the facilities. The Service Provider shall render support to HLL on a back-to-back basis in accordance with the Project requirements, while overall project management, control, regulatory compliance and supervision shall remain with HLL.

2. DETAILED SCOPE OF SERVICE PROVIDER

HLL intends to identify and engage a competent Service Provider with proven capabilities to render support to HLL in the establishment, integration, operation and maintenance of laboratories under the respective Project Agreements. The scope of engagement shall encompass medical laboratory services at AIIA, New Delhi and Goa. The Service Provider shall assist HLL in ensuring uninterrupted, efficient and quality-driven delivery of diagnostic services in accordance with applicable standards, regulatory requirements and project-specific obligations.

The Service Provider shall support HLL in procurement and maintenance of equipment, management of consumables and inventory, deployment of manpower, operation of laboratory facilities, implementation of information technology solutions, quality assurance and accreditation, regulatory compliance, documentation, training and capacity building,

billing and patient interface management, safety and security, biomedical waste management, public health initiatives and all other activities necessary for successful execution and sustained operation of the Project. The assistance of the Service Provider shall be required in, but not limited to, the following aspects:

a. Infrastructure Establishment and Facility Management

The Service Provider shall render support to HLL in establishing, commissioning and maintaining laboratory facilities for AIIA, New Delhi and for AIIA-Goa, together with all ancillary infrastructure required under the respective Projects. The Service Provider shall assist HLL in space planning, workflow optimization, equipment layout, provision of utilities, climate control, accessibility features and patient amenities, and shall ensure that the infrastructure is established, maintained and augmented, as required by HLL, for efficient and uninterrupted operations.

The ancillary infrastructure shall include all functional and support areas necessary for the effective operation of the laboratory, including but not limited to Sample Collection Areas, Grossing Station, Patient Waiting Areas, Reporting Rooms, Training Rooms, Conference Rooms, Administrative Offices (comprising registration areas, reporting desks and stores), Command Centre, Centre Head Room and other operational spaces as may be required by HLL. The Service Provider shall ensure that these areas are adequately furnished and equipped with appropriate fixtures, modern amenities and essential facilities, including adequate seating, climate control, digital display and queue management systems, drinking water facilities, hygienic restrooms, and accessibility features for persons with disabilities, to support efficient workflow and enhance patient experience. The Service Provider shall further provide and maintain adequate backup power arrangements, including DG sets, UPS systems and other necessary electrical infrastructure, to ensure uninterrupted functioning of laboratory services.

b. Equipment, Consumables and Inventory Management

The Service Provider shall assist HLL in procurement, installation, operation and maintenance of all laboratory equipment, accessories, consumables and allied infrastructure required for the Project. Equipment procurement and configuration shall be in accordance with specifications prescribed by HLL, and the equipment, technologies and diagnostic services deployed under the Project shall be scalable, configurable, capable and upgradeable to meet the increasing workload and evolving requirements of the facilities. The Service Provider shall also provide, install, operate and maintain all necessary allied and ancillary equipment and accessories required for efficient functioning of the facilities, including but not limited to centrifuges, incubators, water baths, microscopes, refrigerators, air conditioners, barcode readers, computers, printers, online UPS/sine wave systems with batteries, laboratory furniture and fixtures, and such other equipment, software interfaces, communication systems and accessories as may be required by HLL from time to time.

The Service Provider shall also render support to HLL in ensuring comprehensive maintenance and servicing of all existing and newly installed equipment, including equipment owned by the Client, HLL or any additional equipment introduced during the Contract period. The Service Provider shall undertake preventive and breakdown maintenance, ensure availability of spares and consumables, maintain the prescribed uptime requirements (minimum of 95%) and provide suitable standby arrangements to ensure uninterrupted diagnostic services.

The Service Provider shall ensure uninterrupted availability of reagents, kits, sample collection materials and consumables and maintain a minimum inventory of forty-five (45) days for critical items under prescribed storage conditions. The Service Provider shall provide standby arrangements and additional capacity based on workload requirements and replace obsolete or non-repairable equipment with equipment of equivalent or higher configuration. The Service Provider shall ensure minimum uptime requirements and uninterrupted services, including through alternate arrangements with HLL-approved laboratories or replacement equipment, wherever necessary. No equipment installed under the Project shall be relocated without prior approval of HLL. Ownership of all equipment installed under the Project shall remain with HLL. The Service Provider shall also support HLL in expanding the test menu and introducing new tests and procedures, as may be required by the Client from time to time, and make available the necessary equipment, technologies, consumables and manpower for the same. If HLL incurs any capex during the initiation or onwards for the project, before or after the onboarding of the SBA then the cost of such items shall be recovered through depreciation within one year of onboarding of the SBA/incurring the expenses. The expenses incurred against the technical/monitoring staff working on TPC/HLL for the project shall be booked to SBA.

c. Manpower Deployment and Human Resource Management

The Service Provider shall support HLL to identify and deploy qualified and skilled personnel required for round-the-clock operation of the Project throughout the year, including Pathologists, Microbiologists, Biochemists, , Specialists, Resident Doctors, Research Scholars, Laboratory Technicians, Computer Operators, Laboratory Attendants, Phlebotomists and other support staff. The manpower deployment shall also include personnel for key functional roles such as Project Coordinator, Clinical Lab Lead, NABL/NABH Accreditation Lead, Quality Assurance Manager and SOP & Document Control Manager, or such other positions as may be required by HLL for ensuring smooth, efficient and uninterrupted functioning of the laboratory. The Service Provider shall ensure compliance with all applicable labour laws and statutory requirements, timely payment of wages and statutory contributions (ESI/EPF etc.). Any failure to do that shall be at the risk and responsibility of service provider. The quarterly intimation of the details of payments and other compliance records shall be provided to HLL. All personnel deployed by the Service Provider shall work under the day-to-day operational supervision, control and direction of HLL or its authorized representatives and shall comply with the duty rosters, work

assignments, SOPs and other operational instructions issued by HLL from time to time. Service provider shall ensure maintenance of discipline and professional conduct of the deployed manpower, and replacement of manpower as directed by HLL. Any personnel found unsuitable or involved in misconduct shall be replaced by the Service Provider within fifteen (15) days or within such period as specified by HLL. Periodic compliance records shall be furnished to HLL.

d. Operations and Diagnostic Service Delivery

The Service Provider shall render support to HLL in providing sample collection, laboratory testing, reporting and associated diagnostic services on a 24×7 basis. The Service Provider shall ensure adherence to agreed turnaround times and maintain a minimum uptime of 95%. Wherever necessary, the Service Provider shall arrange alternative testing facilities through HLL-approved laboratories and ensure uninterrupted services while according priority to patients referred by the Client. The Service Provider shall ensure adherence to agreed turnaround times and maintain a minimum uptime of 95%. Wherever necessary, the Service Provider shall arrange alternative testing facilities through HLL-approved laboratories and ensure uninterrupted services while according priority to patients referred by the Client. Notwithstanding the above, HLL shall have the right, at its sole discretion and convenience, to outsource any test or investigation to its empanelled NABL-accredited laboratories at its own cost to ensure continuity and timely delivery of services.

e. Information Technology and Digital Solutions

The Service Provider shall utilize the LIMS platform prescribed by HLL and, wherever applicable, the RIS/PACS platform prescribed by HLL for billing, interfacing, reporting and operational requirements. The Service Provider shall establish and maintain queue management systems, barcode-based sample tracking, centralized dashboards and real-time monitoring mechanisms, and support digital health initiatives including ABHA ID creation for patients and integration. AI-enabled solutions for reporting assistance, inventory management, demand forecasting and MIS generation shall be deployed while ensuring cybersecurity, confidentiality and data integrity. Any software-related expenses, teleradiology services or allied IT costs incurred by HLL in connection with the Project shall be recoverable from the Service Provider as operational expenses.

f. Command Centre and Performance Monitoring

The Service Provider shall assist HLL in establishing and operating a centralized command centre and monitoring mechanism for real-time tracking of workflows, turnaround times and equipment performance. The Service Provider shall facilitate timely alerts for deviations and corrective actions and provide access to dashboards and performance reports as required by HLL.

g. Quality Assurance and Accreditation

The Service Provider shall establish and maintain quality management systems in accordance with applicable standards and render support to HLL in complying with NABL requirements and other regulatory requirements for laboratory services. Service Provider shall ensure to support HLL in obtaining NABL Accreditation for the diagnostic facility within 18-24 months of commencement of operations. The Service Provider shall support accreditation activities, implement Six Sigma and Lean practices, participate in IQC, EQAS, CAP and other proficiency testing programmes, and undertake periodic internal audits and continuous quality improvement initiatives. All SOPs and quality procedures issued or revised by HLL from time to time shall be implemented by the Service Provider.

h. Regulatory Compliance and Documentation

The Service Provider shall assist HLL in obtaining and maintaining all licenses, approvals and permissions required for execution of the Project and shall maintain all records, registers and documentation prescribed under applicable laws and Project requirements. The Service Provider shall ensure confidentiality and security of patient information, medical records and images and maintain daily registers, equipment logbooks and downtime records. Compliance shall include, inter alia, the Clinical Establishments Act, 2010, AERB guidelines, PCPNDT Act, Electronic Health Record Standards, Pollution Control Board regulations and other applicable statutory requirements.

i. Standard Operating Procedures and Process Governance

The Service Provider shall develop, implement and periodically review Standard Operating Procedures covering all operational processes, including patient registration, sample collection, processing, storage, reporting and retesting. All SOPs and subsequent revisions thereto shall be subject to review and approval by the authorized representative(s) of HLL before implementation. The Service Provider shall maintain document control systems, establish procedures relating to quality control, calibration, equipment maintenance and escalation mechanisms, and implement systems for inventory management, data security, image archival and patient feedback. Any revisions, modifications or additional procedures communicated by HLL from time to time shall be promptly incorporated and implemented by the Service Provider.

j. Monitoring, Audit and Reporting

The Service Provider shall facilitate inspections, audits and reviews by HLL and the Client and shall submit operational, financial and performance reports in formats prescribed by HLL. The Service Provider shall implement corrective actions based on observations and recommendations and maintain transparency and accountability in project operations and billing. HLL shall have the right to conduct periodic audits relating to registration, operations, reporting, software utilization, accounts and training.

k. Training, Academic and Capacity Building Support

The Service Provider shall assist HLL in conducting training programmes, workshops and skill development initiatives and, wherever required, establish and maintain training and simulation facilities. The Service Provider shall support academic activities, conferences, faculty exchange programmes and training exposure for students and healthcare professionals and maintain records of all such activities for submission to HLL.

l. Billing and Patient Interface

The Service Provider shall support HLL in patient registration, sample collection, reporting and, wherever applicable, collection of charges from patients at approved rates and accounting thereof to HLL. Billing and related activities shall be carried out only through software platforms prescribed by HLL. The Service Provider shall facilitate cashless services under applicable Government schemes, submit monthly invoices supported by patient and test statistics, and provide reporting stationery, consumables and communication materials. The Service Provider shall ensure display of test menus, patient information and statutory notices and facilitate timely dissemination of reports and notifications to patients through electronic means, including SMS alerts and online platforms, as applicable. Any expenditure incurred by HLL in connection with the Project shall be recoverable from amounts payable to the Service Provider.

m. Safety, Security, Biomedical Waste Management and Housekeeping

The Service Provider shall ensure compliance with biosafety protocols and biomedical waste management guidelines and arrange disposal of biomedical waste through authorized agencies at its own cost. The Service Provider shall install and maintain CCTV systems, IP cameras, communication devices and other security infrastructure as required and preserve CCTV recordings for the prescribed period. MIS and patient data shall be treated as confidential and shall not be used for any purpose other than execution of the Project. The Service Provider shall maintain safe, hygienic and secure working conditions and ensure adequate housekeeping and cleanliness at all times.

n. Public Health and Strategic Initiatives

The Service Provider shall support HLL in expanding the range of tests in alignment with applicable guidelines and in implementing disease-specific and public health initiatives. The Service Provider shall deploy digital and AI-enabled solutions to enhance operational efficiency and support business development activities including awareness campaigns, CMEs, health camps, outreach programmes and promotional activities aimed at increasing utilization of the Centres. Transparency, accountability and continuous improvement in service delivery shall be promoted at all times.

o. General Obligations

The Service Provider shall perform all activities in accordance with applicable laws, standards, HLL policies and the Project Agreement and shall render all necessary support and assistance to HLL for fulfillment of HLL's obligations towards the Client. The Service Provider shall undertake all incidental and ancillary activities necessary for successful implementation and uninterrupted operation of the Project. All communications with the Client shall be routed through HLL and nothing contained herein shall be construed as creating any contractual relationship between the Service Provider and the Client. Participants are encouraged to visit the Project premises and familiarize themselves with site conditions before formulating their offer.

ANNEXURE-2
DETAILS OF FACILITIES

1. AIIA Delhi

**Address: Mathura Rd, Gautampuri Awas,
Sarita Vihar, New Delhi, Delhi 110076**

2. AIIA Goa

**Address: Village-Dhargal, Taluka - Pernem,
Manohar Airport Road, Goa- 403513**

ANNEXURE-III
BID FORM

Ref no:

Date:

To,

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

Dear Sir,

Ref: -

RFQ No:

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

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

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

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

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

We, the Bid participant, shall indemnify, defend and hold harmless Government of India, HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Participants breach of any of its warranties, representations,

covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer/Participants. (iii) any product/service liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by participant or any affiliate.

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

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

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

ANNEXURE-IV

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

We,

.....

.....

.....

(Include name and address of the bidder)

Hereby declare that we are eligible to bid for the tender: HLL/HCS/RFQ/2026-27/03 Dated 15.09.2026

(Include Tender number and date)

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

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

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

ANNEXURE-V

SELF DECLARATION – MAKE IN INDIA PREFERENCE

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

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

Seal and Signature of Authorized Signatory

ANNEXURE-VI

INTEGRITY PACT

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

HLL Lifecare Limited.

Division:

eTender No: HLL/HCS/RFQ/2026-27/03 Dated 15.09.2026

INTEGRITY PACT

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

Between

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

And

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

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

Preamble

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. HLL desires full compliance with all relevant laws and regulations, and the principles of economic

use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

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

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

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

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

Clause.1. Commitments of HLL

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

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

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

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

1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the

contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of Participants/ CONTRACTORS

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

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

such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Participants, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

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

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

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

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

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

Clause.5. Consequences of Violation / Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-
- 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.
 - If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
 - In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
 - To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

- v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

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

Shri P. Mallikharjuna Rao IFoS (Rtd)
Independent External Monitor (IEM)
Office: HLL Lifecare Limited, HLL Bhavan, Poojappura
Thiruvananthapuram 695 012, Kerala
Email: iemhll@lifecarehll.com

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

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

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

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

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

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

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

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

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

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HLL or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide

necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

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

Clause.11. Other legal Actions

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

Clause.12. Validity and Duration of the Agreement

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

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

Clause. 13. Other provisions

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.2 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.3 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

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

HLL Lifecare Ltd.

Bidder

Witness

Witness

1.....

1.....

2.....

2.....