

E-TENDER DOCUMENT

FOR

**TENDER FOR SELECTING EXTERNAL REFERENCE
LABORATORY FOR OUTSOURCING OF LABORATORY TESTS
INCLUDING SPECIALTY CLINICAL TESTS FOR HLL HINDLABS
LOCATED IN NORTHERN REGION**

Tender No: HLL/CHO/SD/HCS/2022-23/TENDER/02 Dt: 24.06.2022

E - Tendering



SOURCING DIVISION

HLL Lifecare Limited

(A Government of India Enterprise)

Corporate Head Office, Poojappura.P. O,
Thiruvananthapuram – 695012, Kerala, India

Phn: 0471- 2354949 (EXTN – 573 / 563)

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Sourcing Division
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Phn: 0471- 2354949 (EXTN – 299 / 328 / 273)

NOTICE INVITING TENDER (NIT)

IFB No: HLL/CHO/SD/HCS/2022-23/TENDER/02

24.06.2022

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

SI No	Particulars	Description
1	Name of Item/Work	Tender for selecting external reference laboratory for outsourcing of laboratory tests including Specialty Clinical Tests for HLL Hindlabs located at Northern Region.
2	Location of Delivery/Work	HLL Diagnostic Clinical Laboratories Centers HLL located at North India Region.
3	Brief description of Item/Work	Diagnostic Laboratory services
4	Bid Security/EMD	Rs. 200000 (Rs. Two Lakh Only)
5	Bid submission fee/Tender fee	Rs. 1500 (Rs. One thousand five hundred only)
6	Security Deposit	The EMD of the successful bidder shall be converted into security deposit.
7	Period of completion	15 days from the date of Letter of Intent /Notification of Award/ Purchase order
8	Price Validity	180 days from the date of opening of Price bid
9	Eligibility criteria for Bidders	As per Tender document
10	Pre Bid Meeting date and time	01-07-2022 at 11:00 hrs
11	Last date and time for online submission of online bids	08-07-2022 at 15:00 hrs
12	Date and time of opening of e-tender	09-07-2022 at 15:00 hrs
13	HLL A/c Details for payment of Tender Fees and EMD (Payment mode: NEFT/RTGS)	Name of Bank: HDFC BANK A/c number: 00630330000563 IFSC Code: HDFC0000063 Branch name: Vazhuthacaud Thiruvananthapuram
14	Address for Communication at HLL regarding the tender	Vice President (Sourcing) Sourcing Division HLL Lifecare Limited Corporate & Reg. Office HLL Bhavan, Poojappura, Thiruvananthapuram – 695012

GENERAL INSTRUCTIONS TO BIDDERS

1. This tender is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/e procure/app>
2. Bid documents including the Bill of Quantities (BOQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/e procure/app>.
3. The tender and its corrigendum/extension will also be published in our company website, URL address: <http://www.lifecarehll.com/tender>.
4. The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/e procure/app>). Aspiring bidders may download and go through the tender document.
5. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
6. The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and shall be rejected.
7. Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
8. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
9. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.
 - 9.1 Registration
 - a) Bidders are required to register in the Government e-procurement portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/e procure/app>), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
 - b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
 - c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

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

9.2 Searching for Tender Documents

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

9.3 Preparation of Bid

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
 - b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
 - c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
 - d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
 - e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.
10. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>
11. Tenderer are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
12. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -
- For any technical related queries please call at 24 x 7 Help Desk Number:
0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787
- Note: - International Bidders are requested to prefix +91 as country code
- E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority
Technical - support-eproc@nic.in, Policy Related - cphp-doe@nic.in
13. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.
14. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant

contact person indicated in the tender. Address for communication and place of opening of bids:

Vice President (Sourcing)

Sourcing Division

HLL Lifecare Ltd.

HLL Bhavan, Poojappura,

Thiruvananthapuram - 695012,

Kerala, India

Tel: +91 4712354949 (EXT 563/573)

Email – sdhcsouth@lifecarehll.com, sijojoy@lifecarehll.com, raghulc@lifecarehll.com

15. The bids shall be opened online at the **Office of the Vice President (Sourcing)** in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.
16. More details can be had from the Office of the Manager (Sourcing) during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
17. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

18. Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
- ii. Pre-bid meeting: 01st July 2022 through online mode. Link for the pre-bid meeting is given below:

meet.google.com/zeu-cqbd-pgd
- iii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.
- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the

documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.

- vi. Opening of Financial Bids: Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

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

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

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

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

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

20. HLL Lifecare Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
21. HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.
22. In case, it is found during the evaluation or at any time before placing of PO or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare as deemed fit.
23. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
24. The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.
25. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.

26. Submission Process:

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

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

Vice President (Sourcing)

INSTRUCTIONS TO THE BIDDERS (ITB)

Section 1

I. COMPANY BACKGROUND:

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

II. DEPARTMENT BACKGROUND – HCS

HLL lifecare Limited – Healthcare Services Division (HCS Division) is one of the few organizations who are capable of providing medical diagnostic services and Radiology services across the country. HCS provide medical diagnostic services (Laboratory, Imaging and Tele Radiology) and other facilities like wellness clinic / Polyclinic under the brand name of HINDLABS. HCS Have over 275 Diagnostic Labs and 4000 Collection centers (Which includes PHC, RH, DH, SSH, RRH, WH and MH) in various states and cities of India. In addition to those facilities sample collection is done through HINDLABS from direct walk in customers. HLL is already engaged in projects of NHM Assam, NHM Maharashtra and NHM Uttar Pradesh under the state free diagnostic service initiatives.

III. TENDER DETAILS

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

- a) Offering laboratory test services for HLL Hindlabs/ Diagnostic Labs located in North India as per the list of tests mentioned in Annexure 4

IV. PRODUCT LIST- Not Applicable

V. TECHNICAL SPECIFICATION OF PRODUCT- Not Applicable

VI. PACKING SPECIFICATION- Not Applicable

VII. SUPPLY LOCATION

The successful bidder has to provide laboratory testing services to the HLL HIndlabs located at the following locations:

**HINDLABS DELHI
CGHS DISPENSARY, SECTOR-12
RK PURAM, NEW DELHI-110022**

Hindlabs Gurugram
HLL LIFECARE LTD,
Hindlabs Shri Mata Sheetla devi Swarn Jayanti Diagnostic Services
Jharsa Guru gram -122022.
Ph no: 9312319868

HINDLABS AIIMS GORAKHPUR
DISTRICT GORAKHPUR
UTTAR PRADESH
CONTACT NO: 9818584020

HLL LIFECARE LTD,
First Floor Ayush Bhawan All India Institute of Medical Science
Bilaspur Himachal Pradesh 174001.
Ph.no:9817281940.

Section 2

1. ELIGIBLE BIDDERS

- 1.1. Bidder should have following eligibility criteria to submit bids against this tender.
- 1.1.1. The net worth of the bidder shall be positive for the last two financial years ending 31.03.2022. Certificate from Chartered Accountant to be submitted along with the bid.
- 1.1.2. The Average Annual Turnover of the bidder for last two financial year ending 31.03.2022 should be minimum Rs.5.00 crores each year from clinical laboratory services. The profit and loss account statement and Balance sheet of the previous two financial years ending 31.03.2022 duly certified by a chartered accountant to be submitted.
- 1.1.3. The bidder must compulsorily have NABL or CAP or JCI accredited diagnostic lab facility in Delhi/Noida/Gurugram/Faridabad. The valid certificate to prove the claim has to be submitted along with the bid.
- 1.1.4. The bidder is required to quote for all the tests mentioned in the Annexure- 04 which has two parts - Part A and Part B. In case there is duplication of the tests in Part A and B, then the lowest price of such test shall prevail.
- 1.1.5. The bidder must have in-house testing facilities for 95% of the tests mentioned in Annexure-4 Part A & B of the tender. The bidder is free to outsource rest 5% of the tests to any NABL accredited lab for which they don't have in-house facility, provided with prior approval of HLL. MoU between the Bidder and the Outsourcing Lab for taking care of the 5% of samples which can be outsourced is to be submitted which is valid on the date of submission of bid.
- 1.1.6. **The bidder should submit their DoS (Directory of Service) along with the bidding document. The bidder shall offer the testing services to HLL Hindlabs at a price 50 % lower than the MRP mentioned in their DoS for those tests which are not present in PART A and B.**
- 1.1.7. The reference lab should have following in house capabilities
- Routine Biochemistry
 - Special Biochemistry
 - Hematology
 - Immunoassay
 - Serology
 - Microbiology-Bacteriology, Mycology
 - Parasitology
 - Clinical Pathology
 - Flow cytometry
 - Cytology
 - Cytogenetics
 - Histopathology
 - Immuno-histopathology & IF
 - Molecular Biology, etc

Self-declaration mentioning the make and model of machines used in each department

need to be submitted along with the bid.

- 1.1.8. Should be participating in proficiency testing (EQAS) as per NABL. Self-Declaration to be submitted along with the bid.
- 1.1.9. Provide the list of tests under NABL scope department wise.
- 1.1.10. Provide the methodology of tests being carried out for each parameters.
- 1.1.11. Should have the facility of online /web reporting
- 1.1.12. Should have the sample transport system as per the NABL or defined in your own SOP
- 1.1.13. HLL may set up Hindlabs in new locations across India and whenever HLL starts new centres, the service provider has to extend their support in these locations pertaining to the cluster / Clusters selected by the bidder.
- 1.1.14. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature mentioning all the terms & conditions clearly, must be enclosed with the technical bid.
- 1.1.15. The bidder should have NABL accredited Lab in Delhi/Noida/Gurugram/Faridabad.
- 1.1.16. Bidder shall give reports on the NABL logo sheet/reporting sheet.
- 1.1.17. Bidder shall provide a manpower (Plebotomist) for TRF filling, sample packing, report downloading and sample collection.
- 1.1.18. Bidder shall provide samples pickup facility at least 2-3 times in a day.

1.1.19. Other terms and conditions

- a. The bidder may specify the in house facilities as well as the outsourcing tests separately.
- b. The bidder has to declare the facility (which is NABL accredited) at which they will outsource the samples, if required.
- c. The bidder should have a valid MoU with the Outsourcing lab for sending the samples to that particular lab
- d. Should be open to any number of visits by the HLL representatives for inspection/evaluation of quality of services.
- e. The bidder shall quote the FLAT DISCOUNT PERCENTAGE for each part from the base rate for the tests given in Annexure 04 which has three parts – Part A and Part B. Each bidder has to quote the financial bid in the form of BOQ in CPP portal. There will be separate BOQ sheets in the document for bidding for cluster of bidder's choice.
- f. The test rates once agreed upon should not be revised during the period of the contract. The selected bidder has to sign an MoU with HLL which will include the final rate for Individual tests. The final rates for individual test shall be derived based on the discount percentage offered for the tests as mentioned in Annexure 4.

For Example, if the flat discount percentage provided for the tests mentioned in Annexure 4 Part A is 50 %, the final rate for test as per Serial No: 1 Urine routine- pH, Specific gravity, sugar, protein and microscopy = $33 - (33 \times 50/100) = 16.50$.

If the flat discount percentage provided for the tests mentioned in Annexure 4 Part B is 40 %, the final rate for test as per Serial No: 1 Absolute lymphocyte count = $40 - (40 \times 40/100) = 24$.

The bidder has to submit their financial bid in the form of BOQ in CPP portal.

- g. Reports should be available online for 3 weeks. After 3 weeks the report shall be available in archives section for retrieval.

- h. The bidder needs to ensure that print out of the reports of the tests being performed by them can be taken in the letter head of Hindlabs.
- i. The successful bidder shall provide all collection materials for samples to be send to them. Collection material should be approved by Hindlabs.
- j. The outsourcing partner shall post a competent person wherever intimated irrespective of load by HLL for sample collection, sample dispatch, report dispatching and data entry activities.
- k. Bills for testing should be provided on a monthly basis with the actual rates as mentioned in the tender document (Rates after quoted percentage of discount) and the TAT details need to be incorporated in the Invoices for individual samples. If invoices are being produced as per the above requirement, payment will be made within **60 days** from the receipt of the invoice.
- l. The samples shall be collected from the labs 2-4 times daily depending upon our requirements. For emergencies the bidder need to collect the samples On-call basis.
- m. The bidder should not have been debarred or blacklisted by any Central / State Government Departments of India (The bidder has to submit a NON Conviction Certificate as per ANNEXURE 1).
- n. The bidder should be able to provide pan India services as required by HLL.
- o. The bidder has to provide willingness that where ever bidder is not having their laboratory presence, they will make arrangements to take care of the outsourced tests of HLL Hindlabs.
- p. In general, all the routine tests as per the Annexure-4 need to be reported within 4-6 hours from the time of collecting the sample. For example, the samples collected up to 2:00 PM need to be reported before 8:00 PM. This is applicable till the sample collection up to 6pm.The samples collected after 6:00 pm need to be reported within 8-12Hrs and the online report should reach to our lab.
- q. If there is any variation in the TAT and if the delay is more than 1 hour, then 10% upto 50% of the test cost will be deducted. If TAT delay is more than 50%, their 100% penalty will be imposed. The selected outsource partner has to issue the test report at any circumstances once they have accepted the samples from HLL labs. The NON issue of lab reports once they have accepted the sample can lead to a penalty of 100% of the test cost (invoice value) and HLL shall have the right to encash the Performance guarantee submitted by the selected outsourcing partner.
- r. The successful bidder has to sign the agreement with HLL and in that the mutually agreed TAT for each tests need to be specifically mentioned
- s. If HLL is requesting for Home collection facility, then the bidder need to be provided the same for the patients with billing value more than Rs 500.00
- t. During health camps conducted by HLL, the bidder need to provide sufficient manpower as desired by HLL.
- u. The bidder has to provide a Directory of Services with the sample details, TAT, running schedules, precautions etc.
- v. The samples even if outsourced, can be outsourced to only those labs with which the bidder has signed an MoU.
- w. If the Technical team of HLL is not satisfied with the results issued by the outsourcing Lab, HLL will send the samples for redoing the tests and to have second opinion. In such situations, if HLL found that the results send by the outsourcing partner is wrong then the outsourcing partner will be penalised and thus HLL will deduct an amount which is equivalent to **Four times** of the rate at which the test was performed at by the lab for HLL.

- x. The Turnaround time for the test shall be mutually agreed by HLL and the Successful bidder before placing the Notice of award within 15 days of the intimation of the H1 status to the successful bidder by HLL.
- y. The bid is called for in the flowing lab location. The bidder has to submit their offer for the following Location.

**HINDLABS DELHI
CGHS DISPENSARY, SECTOR-12
RK PURAM, NEW DELHI-110022**

**Hindlabs Gurugram
HLL LIFECARE LTD,
Hindlabs Shri Mata Sheetla devi Swarn Jayanti Diagnostic Services
Jharsa Guru gram -122022.
Ph no: 9312319868**

**HINDLABS AIIMS GORAKHPUR
DISTRICT GORAKHPUR
UTTAR PRADESH
CONTACT NO: 9818584020**

**HLL LIFECARE LTD,
First Floor Ayush Bhawan All India Institute of Medical Science
Bilaspur Himachal Pradesh 174001.
Ph.no:9817281940.**

The tenderer shall submit the copy of the tender document and addenda thereto, if any, with each page should be signed and stamped to confirm the acceptance of the entire term & conditions of the tender.

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

2. COST OF BIDDING

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 2.2 Tender documents may be downloaded free of cost from the Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>). However, tender document fees, as mentioned in the NIT, is required to be submitted along with the online bid.

3. GETTING INFORMATION FROM WEB PORTAL

- 3.1. All prospective bidders are expected to see all information regarding submission of bid for the Work published in the e tender website during the period from the date of

publication of NIT for the Work and up to the last date and time for submission of bid. Non-observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.

- 3.2. All bids shall be submitted online on the Government e-procurement portal only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through Government e-procurement portal under any circumstances.
- 3.3. The Government e-procurement portal shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.

4. BIDDING DOCUMENTS

4.1. Content of Bidding Documents

The bidding documents shall consist of the following unless otherwise specified

- a. Notice Inviting Tender (NIT)
 - b. General Instruction to the bidder
 - c. Instructions to Bidders
 - d. General and special Conditions of Contract
 - e. Special Condition of contract
 - f. Annexures to Bid
 - g. Product List
- 4.2. The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.
 - 4.3. The bidder is expected to examine carefully all instructions, Conditions of Contract, Annexures, Terms, Product List in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

5. CLARIFICATION OF BIDDING DOCUMENTS

- 5.1. A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 AM and 5 PM.
- 5.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may affect the required modification and publish them in the website through corrigendum.

6. AMENDMENT TO BIDDING DOCUMENTS

- 6.1. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.

- 6.2. Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.
- 6.3. If the addendum thus published 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.

7. PREPARATION OF BIDS

a. Language of the Bid

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

8.2. Documents to be submitted along with the Technical Bid

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

- I. Self Declaration as per Annexure 1
- II. Bid form as per Annexure-2
- III. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.
- IV. Copy of GST Certificate (self attested copy)
- V. Copy of Non Conviction certificate (Self declaration).
- VI. Copy of Permanent Account Number (Self–attested Copy)
- VII. Certificate of incorporation and associated documents like Article of Association and Memorandum of Association/Partnership deed/HUF etc as applicable. (Self–attested Copy).
- VIII. Documentary proof for establishing the average annual turnover of having a minimum average annual turnover of Rs.5 Crores (Rupees Twenty Crores only) during the last three years i.e. 2019-2020, 2020-21 and 2021-2022(original/ provisional).
- IX. Annexure 6 - Category details of organization, in case of MSME / MSE, If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.”
- X. Annexure 07 - Indemnity Certificate
- XI. Annexure 08 – Requisition form for E PAYMENT

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

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

8.3. Bid Prices

- 8.3.1. The Bidder shall bid as described in the Bill of Quantities.
- 8.3.2. The rates quoted by the Bidder shall include cost of all materials, freight charges, GST or any other tax etc. The rate quoted by the bidder shall be derived from the discount quoted against each of the tests list.
- 8.3.3. The rates and prices quoted by the bidder shall remain firm during the entire period of contract.

8.4. Currencies of Bid and Payment

8.4.1. The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees.

All payments shall be made in Indian Rupees only.

9. SUBMISSION OF BIDS

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

9.1 The tender is invited in **2 Envelope system** from the registered and eligible firms at CPP Portal.

9.2 Pre-qualification Criteria for bidders: Following 2 envelopes shall be submitted online at CPP-portal by the bidder.

a) **Envelope – I (Technical bid):**

Technical Bid should contain dully filled, signed and scanned soft copy documents as mentioned in Instructions to Bid (ITB) - Documents to be submitted along with the Technical Bid - Section 8.2.1.

b) **Envelope – II (Financial Bid): The Financial e-Bid through CPP portal:**

1. There are three type of categories in which the test shall be classified into:

- a. Part A : CGHS Tests
- b. Part B : Other -Routine tests

Note: The required Turn Around time is provided against each test in the respective annexures.

- c. The base price from which discounts to be offered is provided against each tests in the respective annexures. The bidder has to offer flat discount from this base price for each of the category of the test as per the cluster (defined in the section, 2.1.16) they intend to participate.
- d. The H1 party for a specific cluster shall be identified by considering the appropriate weighted average of the discount offered for all the three categories. The H1 bidder shall be considered s the successful bidder.
- e. The weightage allotted for each test category is as below:

(a) Part A- 0.55

(b) Part B- 0.45

- f. The H1 (highest value bidder) shall be arrived using the following formula:

Overall Quoted Discount (as per Annexure 4) =

$$(\% \text{Discount on Part A}) \times 0.55 + (\% \text{Discount on Part B}) \times 0.45$$

For Example, if the flat discount percentage provided for the tests mentioned in Annexure 4 Part A is 50 %, the final rate for test as per Serial No: 1 Urine routine- pH, Specific gravity, sugar, protein and microscopy = $33 - (33 \times 50/100) = 16.50$.

If the flat discount percentage provided for the tests mentioned in Annexure 4 Part B is 40 %, the final rate for test as per Serial No: 1 Absolute lymphocyte count = $40 - (40 \times 40/100) = 24$.

- g. The bidder has to submit their financial bid in the form of BOQ in CPP portal. BOQ will have provision for entering category wise discount.
2. HLL Lifecare Limited reserves the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then HLL shall take the following action:
- The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
3. On demand of the Tender Inviting Authority, this whole set of certificates and documents shall be send to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.
4. 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.

10. Deadline for Submission of the Bids

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

10.2 Modification, Resubmission and Withdrawal of Bids

- 10.2.1 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.
- 10.2.2 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.
- 10.2.3 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.

11. BID OPENING AND EVALUATION

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

11.1 Bid Opening Process

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

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

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

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

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

11.2. Confidentiality

11.2.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.

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

11.3 Clarification of Bids

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

11.3.2. No Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder

wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

11.4. Examination of Bids, and Determination of Responsiveness

11.4.1. During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT; is accompanied by the required bid security, bid submission fee and the required documents and certificates.

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

A material deviation or reservation is one: -

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

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

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

11.4.5. Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

11.4.6. Single tender shall not be opened in the first tender call.

11.5. Negotiation on Bids

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

12. BID VALIDITY

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

12.2. 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. 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 for the period of the extension.

13. STATUTORY EXEMPTIONS:

13.1 Statutory exemptions as per relevant guidelines shall be applicable for MSE vendors. Preferences for Make in India products / services shall be applicable in line with Government order no: P45021/2/2017-PP (BE-II) dated 4th June 2020.

14. BID SECURITY (EMD)-

EMD of Rs.200000 (Rupees two lakhs only) is not applicable to this Tender.

15. TENDER PROCESSING FEE

Tender Processing fee of Rs. 1500 (Rs. One thousand five hundred only) shall be applicable for this bid.

16. ALTERATIONS AND ADDITIONS

16.1 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.

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

17. INDEMNIFICATION CLAUSE

The Supplier shall indemnify and hold harmless the Purchaser from and against all claims, liability, loss damage or expense, including counsel fees arising from or by reason of any actual or claimed trade mark, patent or copy right infringement or any litigation based thereon with respect to any part of the items covered by the Contract, and such obligations shall survive acceptance of payment for the items.

18. SECURITY DEPOSIT

18.1. The EMD submitted by the successful bidder shall be converted to Security Deposit.

18.2. Failure of the successful Bidder to accept the notification of award within the time frame (15 days from the issue of Notice of award) shall constitute sufficient grounds for the annulment of the award and the purchaser may make the award to the next lowest evaluated bidder or call for new bids.

19. PERFORMANCE BANK GUARANTEE

Deleted

20.FORFEITURE OF SECURITY DEPOSIT

If the successful bidder / Contractor fails to supply the ordered material at the rate finalized or execute the work and / or supplies only part quantity / partially execute the work or fails to comply with the terms and conditions of the purchase order / work order, then the performance security will be encashed.

21. PAYMENT TERMS

21.1 No Advance payment shall be given.

21.1.1 100% payment to be released within 60 days after receipt of the authorized test Reports at HLL Labs and the receipt of original invoices. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

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

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

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

22. DELIVERY TERMS

All the test report shall be submitted to HLL Labs as per the TAT provided against each tests in the tender/ NOA/Contract.

23. DELAY IN DELIVERY OF GOODS/SERVICE

23.1 Delivery of the Services/test Reports shall be made by the service provider in accordance with the time schedule in line with the turnaround time prescribed against each test in Annexure 4 and will also be mentioned by the Purchaser in the Notice of award/ Letter of Indent / Purchase order. If there is a delay in submitting the test report by the service provider, then the purchaser has the right to levy penalty as described below:

If there is any variation in the TAT and if the delay is more than 1 hour, then 10% upto 50% of the test cost will be deducted. If TAT delay is more than 50% of TAT, then 100% penalty will be imposed. The selected outsource partner has to issue the test report at any circumstances once they have accepted the samples from HLL labs. The NON issue of lab reports once they have accepted the sample can lead to a penalty of 100% of the test cost (invoice value) and HLL shall have the right to encash the Performance guarantee submitted by the selected outsourcing partner.

23.4 If H1 defaults (fails to deliver services on time) then the purchaser reserves the right to purchase the Services from H2 or higher bidder or from market at the risk and cost of the H1 Bidder and if the service cost happens at a price higher than the finalised rates, the purchaser shall have the right to claim the difference upon whom the work order was

originally placed and selected bidder will be under obligation to pay the same. The purchaser has the right to forfeit the performance security in the event of default. In addition the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for submission of the test report.

24. TAXES AND DUTIES

Income Tax and Other Taxes as applicable at the time of execution of services or any

other government-imposed liabilities would be deducted from each bill submitted by the bidder

25. INSPECTION AND TESTS

25.1 The purchaser reserves the right for conducting service quality inspection by its own personnel or reputed third parties at any point of time during the period of contract.

26. INDEMNITY:

The Bidder shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Bidders breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /Bidders.(iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate. The Bidder has to submit the indemnity certificate duly signed and sealed in the format provided in Annexure 7

27. PARALLEL RATE CONTRACTS:

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

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

28. IN CASE OF DEFAULT

The purchaser is not bound to accept the H1 offer only and circumstances warranting where H1 shows its disinterest, H2 offer may be considered for acceptance.

29. RISK PURCHASE

If H1 or any other parties' defaults (fails to deliver goods on time) then the purchaser reserves the right to avail services from H2 or other lower bidders or from market at the risk and cost of H1 service provider and if the service cost happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and H1 supplier will be under obligation to pay the same. In addition, the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

30. FORCE MAJEURE

- 30.1 For purposes of this Clause “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 30.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing within Seven days from the date of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

31. GOODS REPLACEMENT:

If goods/ blood collection/ sample collection materials are found to be defective during the sample testing by HLL or Quality related market complaint, on arrival of the material at HLL Centres/Depot/Labs, supplier must replace the quantity free of cost with fresh batch upon demand by HLL. If HLL authorities find that the manpower deputed by the service provider is not delivering quality works then HLL will ask the service provider to arrange a replacement for such personnel. The selected service provider shall arrange separate manpower with the required qualification and experience as suggested by HLL.

32. CLARIFICATIONS ON BIDS

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

33. CONTACTING HLL

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

34. HLL’S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

HLL reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without assigning any reason thereof. The purchaser does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bids at any point of time prior to the issuance of the Notice of award/Letter of intent/Purchase order without reason whatsoever.

The purchaser reserves the right to resort to retendering without providing any reasons whatsoever. The purchaser shall not incur any liability on account of such rejection.

The purchaser reserves the right to modify any terms, conditions or specifications for submission of offer and to obtain revised bids from the bidders due to such changes, if any.

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

The purchaser reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the purchaser's action.

35. RECALL

The products/goods must be recalled by the bidder at the manufacturers/ bidder/ suppliers cost if rejected by HLL/ purchaser or end user because of the problems with product/service quality.

36. SETTLEMENT OF DISPUTES

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

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

37. MAJOR RESPONSIBILITIES OF BIDDER

- a. The Service provider has to offer services as per the quality standards mentioned in the Notification of award/ Letter of Indent/ Purchase order. Services made shall be in strict conformance with the stipulations of tender specification and the respective Notification of award/ Letter of Indent/ Purchase orders.
- b. The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the bidder. The Bidders shall indemnify and hold harmless HLL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the bidder or its personnel except that caused by HLL.
- c. The bidder should furnish the details of the **escalation matrix** with telephone numbers and emails.

38. GOVERNING LANGUAGE

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

39. AWARD CRITERIA

The Purchaser will award the contract to the successful bidder for a period of 2 years from the date of signing of contract (and shall be extendable for a period of 1 year on mutually agreed basis) whose bid has been determined to be substantially responsive and has been determined as the highest discount offered as detailed in the clause 9.2 b and provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

40. NOTIFICATION OF AWARD

After completion of evaluation of tender, HLL will notify the successful Bidder. The notification of award/ Letter of Indent/ Purchase order will constitute the formation of the Contract. The bidder shall give acceptance of 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 failing which, the purchaser shall have the right to cancel the Notification of award/Letter of Indent/ Purchase order. The conditions mentioned in the Notification of award/Letter of Indent/ Purchase order will be mutually binding for both the parties and the bidder and the purchaser shall abide by the same.

41. TERMINATION

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.

42. AGREEMENT:

- a. All bidders who are selected for individual clusters will have to execute an agreement on non- judicial stamp paper of Rs.200/- (stamp duty to be paid by tenderer) with HLL. The form of Agreement is enclosed in tender document. The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever. All notices or communications relating to arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the bidder if delivered to him or left at the premises, places of business or abode.
- b. If the successful tenderer fails to execute the agreement or withdraws the tender after intimation of the acceptance of the tender has been sent or owing to any other reasons, the tenderer is unable to undertake the contract, the contract will be cancelled. Such tenderer(s) will also be liable for all damages sustained by the Tender Inviting Authority / Ordering Authority by reasons of breach of tender conditions. Such damages shall be assessed by the Tender Inviting Authority, HLL Lifecare Limited whose decision shall be final. HLL may decide to black list such defaulting bidders and also may encash the performance security.

43. FALL CLAUSE

The BIDDER undertakes that it has not provide similar services or subsystems 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 services or sub systems was provided 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.

44. MRP PRINTING

NOT applicable for this tender

45. CORRUPT OR FRAUDULENT PRACTICES

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

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

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

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

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

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

2. APPLICATION

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

3. STANDARDS

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

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

5. SUBCONTRACTS

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

6. CONTRACT AMENDMENTS

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

7. PATENT RIGHTS

- 7.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 7.2 Any product related cases shall be handled and connected expenses therewith shall be borne by the Supplier only.

8. INSURANCE

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “Warehouse to Warehouse” (Final destinations) on “All Risks” basis including War Risks and Strike. The bidder shall be responsible for the safety, Insurance, vaccination and all other matters with regards to the personnel involved in the sample transportation, testing and other works entrusted by the bidder.

9. CHANGE ORDERS

- 9.1 The Purchaser may at any time by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
- (a) the method of shipping or packing
 - (b) the place of delivery; or
 - (c) the services to be provided by the Supplier.

10. ASSIGNMENT

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

11. TERMINATION BY DEFAULT

- 11.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;
- (a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or
 - (b) If the Supplier fails to perform any other obligation(s) under the contract.
- 11.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract till such time.

12. TERMINATION FOR INSOLVENCY

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

13. APPLICABLE LAW

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

14. NOTICES

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

15. TAXES AND DUTIES

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

16. PACKING

The Supplier shall provide such packing of the samples and sample collection materials and other consumables as is required to prevent their damage or deterioration during transit to their final destination as indicated in the quality standards/approved norms as per NABL. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of heavy handling facilities at all points in transit. Packing shall adhere to conditions stipulated in Technical specification.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser

17. DELIVERY AND DOCUMENTS

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

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

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of GFR) inclusive of the latest amendments issued by Ministry of Finance, GOI at Appendix of this bidding document. The bidder must comply with all provisions mentioned in this order. A self-declaration (as per format provided in Annexure 12) with respect to this order must be submitted.

19. Pre-Contract Integrity Pact and Independent External Monitor

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre bid obligation and should be

submitted along with the financial and technical bids. All the bidders are bound to comply with the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

The Integrity pact annexed (Annexure 10) shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the financial and technical bids. All the bidders are bound to comply with the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

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

Email id: iemhll@lifecarehll.com

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

Statutory exemptions as per relevant guidelines shall be applicable for MSE vendors. Preferences for Make in India products / services shall be applicable in line with Government Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments. Self-declaration to be submitted to claim MAKE IN INDIA preference as per Annexure 14.

Special Conditions of Contract (SCC)

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

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

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

SELF - DECLARATION

Tender for selecting external reference laboratory for outsourcing of laboratory tests including Specialty Clinical Tests for HLL Hindlabs in Northern Region

Tender No. HLL/CHO/SD/HCS/2022-23/TENDER/02

To,
Vice President (Sourcing)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949 (EXTN 573 /563)
Website – www.lifecarehll.com

Dear Sir,

We certify that we have not been de-registered or debarred or blacklisted or banned / suspended for business for any product or constituent of the product we have quoted, by State Government or Government of India, till the due date of submission of BID as specified in the subject BID. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in accordance with the Instructions to Bidders and the Purchaser shall be entitled to reject our BID and forfeit the BID Security for the product quoted, submitted by us against this Tender.

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

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

Date:
Place:

Signature:
Name:
Designation:
Seal:

BID FORM

Annexure-02

Ref:

Date:

To,
Vice President (Sourcing)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949 (EXTN 99 / 328 / 237)
Website – www.lifecarehll.com

Dear Sir,

Tender for selecting external reference laboratory for outsourcing of laboratory tests including Specialty Clinical Tests for HLL Hindlabs in Northern Region

Tender No. HLL/CHO/SD/HCS/2022-23/TENDER/02

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

We undertake that in case our bid is accepted, we shall:

Commence work and shall make all reasonable endeavor to achieve contract acceptance.

We agree to abide by this bid, which, in accordance with consists of this letter, the Price Schedule, letter of authorization, documents establishing conformity, and Attachments through [specify: the number of attachments] to this Bid Form, up to 12 months from the date of opening of financial bids and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We declare that the above quoted price for product is firm and shall not be subject to any variation for the entire period of the assignment. We further declare that the above quoted prices include all taxes as on the date of bid submission, duties and levies payable by us under aforesaid assignment.

We declare that discount offered is for diagnostic tests to be done for HLL Labs in the selected clusters .

The costs of withdrawals of these deviations / exclusions are enclosed with the Price Schedule. In case a formal final Contract is not prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

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

We agree to all terms and conditions of the Bid Document and subsequent amendments.

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

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

Annexure-03

DETAILS OF LAB FACILITY OF THE BIDDER

Tender for selecting external reference laboratory for outsourcing of laboratory tests including Specialty Clinical Tests for HLL Hindlabs in Northern Region

Tender No. HLL/CHO/SD/HCS/2022-23/TENDER/02

To,
Vice President (Sourcing)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949 (EXTN 573 /563)
Website – www.lifecarehll.com

Dear Sir,

The following are the details of the Diagnostic Labs where testing will be done:

DETAILS OF MAIN LAB

ADDRESS OF LAB	CONTACT NUMBER & CONTACT PERSON	NABL / JCI / CAP certification number and validity date

Signature_____

Name_____

Designation and Common Seal

Station_____

Date_____

Annexure-04
LIST OF TEST
PART A – CGHS TESTS

Sr. No.	CGHS TREATMENT PROCEDURE/INVESTIGATION LIST (DELHI/NCR)	Reference rate (Including of all charges and taxes)
1	Urine routine- pH, Specific gravity, sugar, protein and microscopy	33
2	Haemoglobin (Hb)	67
3	Stool routine	33
4	Stool occult blood	23
5	Post coital smear examination	29
6	Semen analysis	33
7	Haemoglobin (Hb)	17
8	Total Leucocytic Count (TLC)	29
9	Differential Leucocytic Count (DLC)	29
10	Erythrocyte Sedimentation Rate (ESR)	24
11	Total Red Cell count with MCV,MCH,MCHC,DRW	30
12	Complete Haemogram/CBC, Hb,RBC count and indices, TLC, DLC, Platelet, ESR, Peripheral smear examination	128
13	Platelet count	46
14	Reticulocyte count	46
15	Absolute Eosinophil count (AEC)	46
16	Packed Cell Volume (PCV)	12
17	Peripheral Smear Examination	41
18	Smear for Malaria parasite	39
19	Bleeding Time	33
20	Osmotic fragility Test	48
21	Bone Marrow Smear Examination	67
22	Bone Marrow Smear Examination with iron stain	238
23	Bone Marrow Smear Examination and cytochemistry	418
24	Activated partial ThromboplastinTime (APTT)	97
25	Rapid test for malaria(card test)	42
26	WBC cytochemistry for leukemia -Complete panel	105
27	Bleeding Disorder panel- PT, APTT, Thrombin Time Fibrinogen, D-Dimer/ Fibrinogen Degradation Products (FDP)	380
28	Factor Assays-Factor VIII	684
29	Factor Assays-Factor IX	646

30	Platelet Function test	48
31	Tests for hypercoagulable states- Protein C, Protein S, Antithrombin	380
32	Tests for lupus anticoagulant	143
33	Tests for Antiphospholipid antibody IgG, IgM (for cardiolipin and B2 Glycoprotein 1)	475
34	Thalassemia studies (Red Cell indices and Hb HPLC)	532
35	Tests for Sickling / Hb HPLC)	73
36	Blood Group & RH Type	29
37	Cross match	48
38	Coomb's Test Direct	86
39	Coomb's Test Indirect	95
40	3 cell panel- antibody screening for pregnant female	162
41	11 cells panel for antibody identification	162
42	Hepatitis B surface antigen (HBsAg)	97
43	Hepatitis C virus (HCV)	122
44	Human immunodeficiency virus- HIV I and II	143
45	Venereal Disease Research Laboratory test (VDRL)	41
46	RH Antibody titer	76
47	Platelet Concentrate	53
48	Special stain	86
49	Immunohistochemistry(IHC)	62
50	Frozen section	713
51	Paraffin section	741
52	Pap Smear	143
53	Body fluid for Malignant cells	143
54	Fine Needle Aspiration Cytology (FNAC)	143
55	Leukemia panel /Lymphoma panel	1459
56	Paroxysmal Nocturnal Hemoglobinuria (PNH) Panel- CD55,CD59	1459
57	Karyotyping	760
58	Fluorescent in situ hybridization (FISH)	475
59	Blood Glucose Random	23
60	24 hrs urine for Proteins,Sodium, creatinine	48
61	Blood Urea Nitrogen	51
62	Serum Creatinine	52
63	Urine Bile Pigment and Salt	24
64	Urine Urobilinogen	19
65	Urine Ketones	29
66	Urine Occult Blood	33
67	Urine total proteins	17
68	Rheumatoid Factor / Rh Factor test	95
69	Bence Jones protein	45
70	Serum Uric Acid	52

71	Serum Bilirubin total & direct	76
72	Serum Iron	86
73	C-reactive Protein (CRP)	95
74	C-reactive Protein (CRP) Quantitative	152
75	Body fluid (CSF/Ascitic Fluid etc.) Sugar, Protein etc.	86
76	Albumin.	17
77	Creatinine clearance.	76
78	Serum Cholesterol	59
79	Total Iron Binding Capacity (TIBC)	76
80	Glucose (Fasting & PP)	45
81	Serum Calcium –Total	57
82	Serum Calcium –Ionic	42
83	Serum Phosphorus	57
84	Total Protein Alb/Glo Ratio	48
85	Immunoglobulin G (IgG)	238
86	Immunoglobulin M(IgM)	238
87	Immunoglobulin A(IgA)	238
88	Antinuclear antibody (ANA)	190
89	Anti-double stranded DNA (anti-dsDNA)	333
90	Serum glutamic pyruvic transaminase (SGPT) / Alanine Aminotransferase (ALT)	52
91	Serum Glutamic oxaloacetic transaminase (SGOT) / Aspartate Aminotransferase (AST)	52
92	Serum amylase	111
93	Serum Lipase	124
94	Serum Lactate	68
95	Serum Magnesium	95
96	Serum Sodium	48
97	Serum Potassium	48
98	Serum Ammonia	95
99	Anemia Profile	194
100	Serum Testosterone	143
101	Imprint Smear From Endoscopy	228
102	Triglycerides	71
103	Glucose Tolerance Test (GTT)	86
104	Triple Marker.	760
105	Creatine Phosphokinase (CPK)/Creatine Kinase (CK)	95
106	Foetal Haemoglobin (HbF)	81
107	Prothrombin Time (PT)	105
108	Lactate dehydrogenase (LDH)	95
109	Alkaline Phosphatase	57
110	Acid Phosphatase	74
111	CPK MB/CK MB	181
112	CK MB Mass/CPK MB Mass	133

113	Troponin I	95
114	Troponin T	570
115	Glucose-6-Phosphate Dehydrogenase (G6PD)	95
116	Lithium.	124
117	Dilantin (phenytoin).	380
118	Carbamazepine.	380
119	Valproic acid.	285
120	Blood gas analysis / Arterial Blood Gas (ABG)	114
121	Blood gas analysis / Arterial Blood Gas (ABG) with electrolytes	437
122	Urine pregnancy test	62
123	Tests for Antiphospholipid antibodies syndrome.	266
124	Glycosylated Haemoglobin (HbA1c)	124
125	Haemoglobin Electrophoresis/ Hb HPLC	73
126	Kidney Function Test (KFT)	214
127	Liver Function Test (LFT)	214
128	Lipid Profile. (Total cholesterol, LDL, HDL, Triglycerides)	190
129	Serum Iron	86
130	Total Iron Binding Capacity	76
131	Serum Ferritin	95
132	Vitamin B12 assay.	238
133	Folic Acid assay.	285
134	Extended Lipid Profile. (Total cholesterol, LDL, HDL, Triglycerides Apo A1, Apo B, Lp (a))	565
135	Apolipoprotein A1 (ApoA1)	190
136	Apolipoprotein B (Apo B)	189
137	Lipoprotein A / Lp A	423
138	CD 3,4 and 8 counts	162
139	CD 3,4 and 8 percentage	162
140	Low density lipoprotein (LDL)	59
141	Homocysteine.	380
142	Haemoglobin (Hb) Electrophoresis	73
143	Serum Electrophoresis.	209
144	Fibrinogen.	157
145	Chloride.	57
146	Magnesium.	143
147	Gamma-Glutamyl Transpeptidase (GGTP)	86
148	Lipase.	227
149	Fructosamine.	190
150	Beta 2 microglobulin (B2M) /β2 microglobulin	86
151	Catecholamines.	998
152	Creatinine clearance.	114
153	Prostate Specific antigen (PSA)- Total.	296

154	Prostate-specific antigen (PSA) - Free.	356
155	Alpha Fetoprotein (AFP)	285
156	Human chorionic gonadotropin (HCG)	275
157	Cancer Antigen 125 (CA 125)	371
158	Cancer Antigen 19.9 (CA 19.9)	585
159	Cancer Antigen 15.3 (CA 15.3)	532
160	Vanillylmandelic Acid (VMA)	333
161	Calcitonin	475
162	Carcinoembryonic Antigen (CEA)	323
163	Immunofluorescence	143
164	Direct(Skin and kidney Disease)	404
165	Indirect (antids DNA Anti Smith ANCA)	404
166	Calcidiol / 25-hydroxycholecalciferol / Vitamin D3 assay (Vit D3)	523
167	Serum Protein electrophoresis with immunofixation electrophoresis (IFE)	285
168	BETA-2 Microglobulin assay	86
169	Anti-Cyclic Citrullinated Peptide (Anti CCP)	428
170	Anti-tissue Transglutaminase antibody (Anti TTG Antibody)	404
171	Serum Erythropoetin	404
172	Adrenocorticotrophic Hormone (ACTH)	475
173	T3, T4, TSH	190
174	Triiodothyronine- T3	61
175	Tetraiodothyronine T4	61
176	Thyroid stimulating hormone (TSH)	86
177	Luteinizing hormone (LH)	143
178	Follicle stimulating hormone (FSH)	143
179	Prolactin	143
180	Cortisol	238
181	PTH(Paratharmone)	475
182	C-Peptide (C Peptide / Connecting Peptide)	314
183	Insulin.	143
184	Progesterone.	214
185	17 Hydroxyprogesterone (17 OH Progesterone)	418
186	Dehydroepiandrosterone sulfate (DHEAS)	418
187	Androstenedione	570
188	Growth Hormone.	323
189	Thyroid peroxidase antibody (TPO)	285
190	Throglobulin.	285
191	Hydatic Serology.	302
192	Anti Sperm Antibodies.	361
193	Hepatitis B Virus (HBV) DNA Qualitative	1900
194	Hepatitis B Virus (HBV) DNA Quantitative.	1425
195	Hepatitis C Virus (HCV) RNA Qualitative.	1606

196	Human papillomaviruse (HPV) Serology	207
197	Rota Virus serology	124
198	PCR for Tuberculosis (TB)	855
199	PCR for Human immunodeficiency virus (HIV)	570
200	Chlamydae antigen	808
201	Chlamydae antibody	226
202	Brucella serology	219
203	Influenza A serology	896
204	Muscle biopsy	364
205	Acetylcholine receptor (AChR) antibody titre	1756
206	Anti muscle specific receptor tyrosine kinase (Anti MuSK) antibody titre	2223
207	Serum copper	475
208	Serum ceruloplasmin	428
209	Urinary copper	475
210	Serum homocystine	428
211	Serum valproate level	299
212	Serum phenobarbitone level	333
213	Coagulation profile	525
214	Protein C, Protein S, Antithrombin-III	380
215	Serum lactate level	68
216	Basic studies including cell count, protein, sugar, gram stain, India Ink preparation and smear for AFP	228
217	Special studies	950
218	PCR for tuberculosis/ Herpes simplex	1140
219	Bacterial culture and sensitivity	190
220	Mycobacterial culture and sensitivity	190
221	Fungal culture	122
222	Malignant cells	61
223	Anti Measles antibody titre (with serum antibody titre)	846
224	Viral culture	242
225	Antibody titre (Herpes simplex, cytomegalo virus, flavivirus, zoster varicella virus)	722
226	Oligoclonal band	1140
227	Myelin Basic protein	1777
228	Lactate	68
229	Crypto coccal antigen	1081
230	D-xylase test	808
231	Fecal fat test/ fecal chymotrypsin/ fecal elastase	333
232	H pylori serology for celiac disease	475
233	HBV genotyping	2375
234	HCV genotyping	4631
235	Urinary vanillylmandelic acid (VMA)	1425
236	Urinary metanephrine/Normetanephrine	1081

237	Urinary free catecholamine	1606
238	Serum catecholamine	3230
239	Serum aldosterone	1069
240	24 Hr urinary aldosterone	874
241	Plasma renin activity	950
242	Serum aldosterone/renin ratio	1140
243	Osmolality urine	122
244	Osmolality serum	122
245	Urinary sodium	76
246	Urinary Chloride	41
247	Urinary potassium	76
248	Urinary calcium	76
249	Thyroid binding globulin	485
250	24 hr. urinary free cortisole	190
251	Islet cell antibody	713
252	Glutamic Acid Decarboxylase Autoantibodies test (GAD antibodies)	1264
253	Insulin associated antibody	427
254	Insulin-like growth factor-1 (IGF-1)	1425
255	Insulin-like growth factor binding protein 3 (IGF-BP3)	1568
256	Sex hormone binding globulin	1266
257	USG guided FNAC thyroid gland	368
258	Estradiol (E2)	198
259	Thyroglobulin antibody	558
260	Kappa Lambda Light Chains, Free, Serum / Serum free light chains (SFLC) assay	3325
261	Serum IGE Level	285
262	NT-Pro BNP	1710
263	HCV RNA Quantitative	1425
264	Tacrolimus	2185
265	Protein Creatinine Ratio, Urine	114
266	HLA B27 (PCR)	475
267	Montoux Test	166
268	Procalcitonin	1710
269	TORCH Test	1064
270	Anti –Smooth Muscle Antibody Test (ASMA)	1179
271	C ANCA-IFA	1211
272	P ANCA-IFA	1211
273	Angiotensin converting enzyme (ACE)	808
274	Extractable Nuclear Antigens (ENA) - Quantitative	3715
275	Chromogranin A	4038
276	Fecal Calprotectin	2204
277	C3-COMPLEMENT	524
278	C4-COMPLEMENT	524

279	Geneexpert Test	836
280	Erythropoietin Level	404
281	Anti HEV IgM	808
282	Anti HAV IgM	605
283	HbsAg Quantitative	524
284	Typhidot IgM	323
285	Hepatitis B Core Antibody HBcAC Level (Hepatitis B Core IgM Antibody)	388
286	Anti Hbs	524
287	Free Triiodothyronine (FT3)	101
288	Free Thyroxine (FT4)	101
289	Widals Test	57
290	Dengue Serology	485
291	Interleukin 6 (IL6/ IL 6)	1292
292	Anti Hbe	364
293	Anti Sperm Antibodies	328
294	ASO titer	116
295	Blood Culture & Sensitivity- automated	242
296	Blood Culture & Sensitivity- manual	129
297	Culture & Sensitivity – mycology	162
298	Cysticercosis	404
299	Direct smear and stain examination for cryptosporidium	81
300	Direct smear and stain examination for P. Carcinei	81
301	Enteropoetin	560
302	HAV –IGG	447
303	HbeAg	341
304	HDL Cholestrol	81
305	Hydatic Serology	302
306	L. E. Cell	62
307	LCB Count for mycology	122
308	LCB Count for others	242
309	Rapid AFB Culture (Sputum, Urine, Fluid, Blood, Pus)	339
310	Rapid Blood Culture	377
311	Rubella-IgA	202
312	Rubella-IgG	162
313	Rubella-IgM	162
314	Serum Electrolyte	113
315	Smear gram strain examination	39
316	Special Stain on cytology	73
317	Sputum smear A.F.B. Stain	46
318	Toxoplasmosis- IGG	210
319	Toxoplasmosis- IGM	210
320	TPHA test	170
321	Tuberculosis- IgA	226

322	Tuberculosis- IgG	226
323	Tuberculosis- IgM	226
324	Vaginal Cytology for Hormonal evaluation	129
325	Vaginal smear Examination	65
326	Vibro Cholera Culture	242

PART B – ROUTINE TEST

SL NO	NAME OF TEST (ROUTINE TEST)	Target Rate (INR)
1	Absolute Lymphocyte Count (ALC)	40
2	Absolute Neutrophil Count (ANC)	50
3	Acetone, Urine	64
4	Adenosine Deaminase, ADA – Serum	148
5	Adenosine Deaminase, ADA-Ascitic fluid	153
6	Adenosine Deaminase, ADA-CSF	153
7	Adenosine Deaminase, ADA-Fluid	153
8	Adenosine Deaminase, ADA-Pericardial fluid	153
9	Adenosine Deaminase, ADA-Peritoneal fluid	153
10	Adenosine Deaminase, ADA-Pleural fluid	153
11	Albumin - Spot urine	101
12	Alcohol (Ethanol), Quantitative – Serum	281
13	AMH - Anti Mullerian Hormone	401
14	AMH (ECLIA)	337
15	Amylase - urine spot	103
16	Anti GBM (Glomerular Basement Membrane) Antibody – IFA	290
17	Anti Mitochondrial Antibody (AMA) - IFA Screen	331
18	Biopsy - Large Specimen (Hysterectomy with Salpingo-oophorectomy, Non- malignant excisions of Thyroid, Kidney, Testes, Intestines, Lymph node dissections, Hepatic resections for metastases, Breast - wide local excisions)	283
19	Biopsy - Medium Specimen (Simple hysterectomy, Placenta, Gall bladder, Breast lumpectomies and reductions, prostate and bladder chippings, skin excisions for cancer, brain tumors)	198
20	Biopsy - Small Specimen (Endometrial and cervical biopsies, endoscopic biopsies, trucut biopsies, Appendix, Fallopian tubes, Products of conception, Small incision/excisions)	126
21	BUN/Creatinine Ratio	114
22	Cholesterol – Fluid	39
23	Cortisol Free, Urine 24 hrs	889
24	C-Peptide 24 Hr Urine	198
25	Creatinine - Spot urine	63
26	Culture and Sensitivity - Aerobic [VAGINAL SWAB]	157
27	Cystatin C	258
28	Cytology - Fluid/Lavage, cell block	154
29	Cytology -FNAC stained Slides for second opinion	156
30	Cytology for Bronchial wash and brushing	156
31	Cytology-FNAC unstained Slides for evaluation	159
32	Cytology-Urine for malignant cells	156
33	Dengue IgG antibody – ELISA	215
34	Dengue IgM antibody – ELISA	185
35	Dengue NS1 Antigen – ELISA	275
36	Dihydrotestosterone (DHT)	485
37	Electrolytes (Na, K, Cl) - Urine 24 hr	87
38	Electrolytes (Na, K, Cl) - Urine spot	87

39	Estriol - Unconjugated, uE3	228
40	Globulin	39
41	Glucose-Urine	18
42	Haemoglobin-Free in Urine	448
43	Haptoglobin – Serum	642
44	Helicobacter Pylori IgG Antibodies	385
45	Helicobacter Pylori IgM Antibodies	373
46	HIV 1 and 2 Antibody with p24 Antigen capture	483
47	HIV 1 Western Blot (with HIV 2 band)	838
48	HIV 2 Western Blot	838
49	HLA B-27 – Flowcytometry	468
50	hs CRP (C-Reactive Protein high sensitive)	183
51	Iron Studies Profile (Serum iron; TIBC; Transferin saturation %)	155
52	Lead – Blood	492
53	Lead, 24 Hours Urine	352
54	Lead, Urine Spot	352
55	Lupus Anticoagulant by DRVVT (LA-dRVVT)	360
56	Lupus Anticoagulant Screen (PTT-LA Method)	320
57	Porphobilinogen Qualitative - Urine Random	962
58	Potassium - Spot urine	44
59	Protein Electrophoresis - Urine 24 hrs	420
60	Protein Total, Quantitative -Spot urine	55
61	Protein Total, Serum	60
62	Protein Total, Synovial Fluid	52
63	RBC (Erythrocyte) Count	30
64	Rheumatoid Factor (RA) - Quantitative - Serum	103
65	Scrub Typhus IgM	227
66	Sodium - Spot urine	51
67	TB Culture - Conventional LJ	275
68	TB Gamma Interferon – Quantiferon	545
69	Testosterone – Free	363
70	Total Leukocyte Count and Differential Counts	65
71	Troponin-I Quantitative	350
72	Troponin-T Quantitative	340
73	TSH Receptor Antibodies	646
74	Urea - Spot urine	42
75	Uric acid -Spot urine	51
76	Urine – Hemoglobin	42
77	Urine - Sugar/ Reducing Substances	22
78	Vitamin D3 (1,25 Dihydroxy)	508
79	VMA (Vanillyl Mandelic Acid) - Spot urine	590
80	IMMUUNOFIXATION ELECTROPHORQASISQUALITATIVE –Serum	660
81	IMMUUNOFIXATION ELECTROPHORASIS QUANTITATIVE –Serum	788
82	IMMUUNOFIXATION ELECTROPHORASIS QUANTITATIVE -24 Hr Urine	700

Annexure-05

ADDRESS OF HLL LAB

Tender for selecting external reference laboratory for outsourcing of laboratory tests including Specialty Clinical Tests for HLL Hindlabs in Northern Region

Tender No. HLL/CHO/SD/HCS/2022-23/TENDER/02

SL NO	NAME OF THE LAB	ADDRESS OF THE LAB
1	HINDLABS DELHI	HINDLABS DELHI CGHS DISPENSARY, SECTOR-12 RK PURAM, NEW DELHI-110022
2	HINDLABS GURUGRAM	Hindlabs Gurugram HLL LIFECARE LTD, Hindlabs Shri Mata Sheetla devi Swarn Jayanti Diagnostic Services Jharsa Guru gram -122022. Ph no: 9312319868
3	HINDLABS GORAKHPUR	HINDLABS AIIMS GORAKHPUR DISTRICT GORAKHPUR UTTAR PRADESH CONTACT NO: 9818584020
4	HINDLABS BILASPUR	HLL LIFECARE LTD, First Floor Ayush Bhawan All India Institute of Medical Science Bilaspur Himachal Pradesh 174001. Ph.no:9817281940.

Annexure 06

Tender for selecting external reference laboratory for outsourcing of laboratory tests including Specialty Clinical Tests for HLL Hindlabs in Northern Region

Tender No. HLL/CHO/SD/HCS/2022-23/TENDER/02

Category details of organization

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

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

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

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

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

Tender for selecting external reference laboratory for outsourcing of laboratory tests including Specialty Clinical Tests for HLL Hindlabs in Northern Region

Tender No. HLL/CHO/SD/HCS/2022-23/TENDER/02

To,
Vice president (Sourcing)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949 (EXTN 573 /563)
Website – www.lifecarehll.com

INDEMNITY CERTIFICATE

Dear Sir,

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

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

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

REQUISITION FORM FOR E-PAYMENT

To,
Vice president (Sourcing)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949 (EXTN 573 /563)
Website – www.lifecarehll.com

Certified that I am having a Savings / Current Account in <Name of Bank> -----
----- at <Name of Branch>----- with
<IFSC Code> _____

The Account Number is: _____

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

Name of Bidder

Place: _____

Date: _____

(Attach Scanned copy of Cancelled cheque of above bank)

Performance Bank Guarantee Format

To: _____ (Name of Purchaser)

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

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

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

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

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

Signature and Seal of Guarantors

Date: _____ 20 _____

Address: _____

Tender for selecting external reference laboratory for outsourcing of laboratory tests including Specialty Clinical Tests for HLL Hindlabs in Northern Region

Tender No. HLL/CHO/SD/HCS/2022-23/TENDER/02

PRE-CONTRACT INTEGRITY PACT

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

Between

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

And

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

Preamble

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

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

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

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

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

Clause.1. Commitments of HLL

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

advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
 - 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
 - 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
 - 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.

- 2.8 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original integrator / manufacture /authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest /stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

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

- 3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HLL is entitled to disqualify the BIDDER from the tender process.

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

Subcontractors

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

Clause .5. Consequences of Violation / Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-
 - i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit /Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
 - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee / warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such

cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

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

Clause .7. Independent External Monitor(s)

- 7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission.
- 7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.
- 7.6 The BIDDER(S) accepts that the Monitor(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER.

- The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HLL will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the Monitor(s) option to participate in such meetings.
- 7.8 The Monitor(s) will submit a written report to the CVO of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

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

Contractor(s)/ Subcontractor(s)

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

Clause.9. Facilitation of Investigation

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

Clause.10. Law and Place of Jurisdiction

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

Clause.11. Other legal Actions

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

Clause.12. Validity and Duration of the Agreement

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

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

Clause. 13. Other provisions

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

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

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

HLL

BIDDER

Mr K.Beji George

(Name & Designation)

Chairman and Managing Director

HLL Lifecare Limited,

Thiruvananthapuram.

Witness

Witness

1.....

1.....

2.....

2.....

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