HLL Lifecare Limited
(A Government of India Enterprise)

एचएलएल लाइफ़केयर लिमिटेड
स्वस्थ पीढ़ियों के लिए नवान्वेषण

E-TENDER DOCUMENT

TENDER NO: HLL/CHO/PSD/HCS/2025-26/TENDER 09 RE Dated 29.07.2025

E-TENDER FOR SUPPLY OF EQUIPMENTS FOR SETTING UP MICROBIOLOGY LAB FOR HINDLABS DIAGNOSTIC CENTRE AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI

PROCUREMENT SERVICES DIVISION
HLL LIFECARE LIMITED
(A Government of India Enterprise)
Corporate Head Office, Poojappura.P. O,
Thiruvananthapuram – 695012, Kerala, India
Phone: 0471- 2775600, 2775573
Website – www.lifecarehll.com
E Mail - sdhcssouth@lifecarehll.com

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NOTICE INVITING TENDER

IFB NO - HLL/CHO/PSD/HCS/2025-26/TENDER 09 RE Dated 29.07.2025

SL NO	PARTICULARS	DESCRIPTION
01	Name of e-Tender / Work	E-TENDER FOR SUPPLY OF EQUIPMENTS FOR SETTING UP MICROBIOLOGY LAB FOR HINDLABS DIAGNOSTIC CENTRE AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI
02	Date of floating of e-Tender in CPP portal	29.07.2025
03	Start Date for submission of the Bids	29.07.2025 at 15:30 Hrs
04	Last date and time for online submission of bids	08.08.2025 at 15:30 Hrs
05	Date and time of opening of e-tender	09.08.2025 at 15:30 Hrs
06	Tender Fee / Bid Submission Fee	INR 500/- (INR Five Hundred Only)
07	Earnest Money Deposit (EMD)*	INR 5000/- (INR Five Thousand Only)
08	Bid validity	180 days
09	Price Validity	180 days
10	HLL HCS Bank Account Details for payment of Tender Fees and EMD Through NEFT / RTGS mode	Name of Bank : HDFC BANK A/c number : 00630330000563 IFSC Code : HDFC0000063 Branch name : Vazhuthacaud (TVM)
11	Address for submission of Applications	Vice President (PS) & Group Head (HCS) HLL Lifecare Limited Corporate & Regd Office, HLL Bhavan, Poojappura, Thiruvananthapuram-695012 Kerala, India Tel: 0471- 2775600, 2775573

DETAILS OF TENDER

I. Background

HLL Lifecare Limited (HLL) is a Government of India Enterprise under the Ministry of Health and Family Welfare. HLL, a world leader in contraceptives, has grown into a comprehensive healthcare company. A parallel world of services exists under HLL Lifecare apart from its products. Healthcare Services Division offers outsourcing partnerships to partnering institutions in the areas of diagnostic services, imaging services, laboratory services and specialist services. HLL retail Outlets offers medicine, surgical, consumables, implants, lenses, frame, etc. in an affordable rate to the patients.

II. Objective

HLL Lifecare Ltd, a Government of India Undertaking, invites sealed and super scribed quotation from Manufactures / Distributors / Suppliers for SUPPLY OF EQUIPMENTS to HLL Diagnostic laboratories-HINDLABS located at GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI. Eligible bidders are requested to submit their best offer along with complete technical details, Commercial terms & conditions as per this tender document.

Interested applicants can participate in the bid. HLL reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through CPP Portal and HLL web site as corrigendum/amendments etc., if any, will be notified on the HLL web site/ CPP Portal and separate advertisement will not be made for this regard.

For HLL Lifecare Ltd.

Vice President (PS) & Group Head (HCS)

General Instruction to Bidders (GIB)

1. This tender is an e-Tender and is being published online in Government eProcurement portal, https://etenders.gov.in/eprocure/app

2. Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. https://etenders.gov.in/eprocure/app.

3. The tender and its corrigendum/extension will also be published in our company website, URL address: http://www.lifecarehll.com/tender.

4. The tendering process is done online only at Government eProcurement portal (URL address: https://etenders.gov.in/eprocure/app). Aspiring bidders may download and go through the tender document.

5. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.

6. The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and shall be rejected.

7. Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.

8. Bidders are advised to visit CPPP website https://etenders.gov.in regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.

9. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.

9.1 Registration

a) Bidders are required to register in the Government e-procurement portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home page after log in to the CPP Portal (URL: https://etenders.gov.in/eprocure/app), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days’ time.

The bidders are required to have Class II or above digital certificate or above with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - https://etenders.gov.in/eprocure/app for more details.

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

9.2 **Searching for Tender Documents**

a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization

b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.

c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk

9.3 **Preparation of Bid**

a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG

formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

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

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

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

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

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

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

Vice President (PS) & Group Head (HCS)
HLL Lifecare Limited Corporate & Regd Office,
HLL Bhavan, Poojappura,
Thiruvananthapuram-695012
Kerala, India Tel: 0471- 2775600, 2775573
Email – sdhcssouth@lifecarehll.com

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

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

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

18. Online Tender Process:

The tender process shall consist of the following stages:

i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: https://etenders.gov.in/eprocure/app).

ii. Pre-bid meeting: Shall be held vide online mode.

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 (PS) & Group Head (HCS)

INSTRUCTIONS TO THE BIDDERS (ITB)

Section 1

I. COMPANY BACKGROUND:

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

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 the supply of Equipments to HLL Diagnostic Center located at Govt. Taluk Head Quarters Hospital Fort Kochi mentioned in Sub Para VI in this section of this tender document.

IV. TECHNICAL SPECIFICATION AND PARAMETER LIST

The detailed Specification about the machine / Equipment is as per Annexure 04 of this tender document.

Brand name, Manufacturer Name and type of Product being offered by the Firm must be clearly mentioned in the offer. Tenderer should confirm that the product offered conform strictly to relevant specifications. Deviations, if any, are to be clearly mentioned.

Complete product specifications, technical details, illustrations, literature, printed pamphlets/leaflets etc, must accompany the quotation. Leaflets, pamphlets, etc. shall be taken for information purpose only and shall not form the part of the contract.

The detailed specification and parameter list is given in **Annexure 04**

V. PACKING SPECIFICATION

Standard packing to be followed for supply of items and any loose package load which cannot be accepted by Lab for storage will not be accepted or returned at the time of Delivery or inspection thereafter.

VI. SUPPLY LOCATION

Supplies to be made on **DOOR DELIVERY BASIS** to the **HINDLABS DIAGNOSTIC CENTRE - AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI** as per the Purchase order issued by HLL. Bidders may kindly note that the offer submitted for this tender shall be applicable for HINDLABS DIAGNOSTIC CENTRE - AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI and the supplier shall supply and install the equipment at the location as required by HLL.

On finalization of this tender HLL and the L1 bidder for the equipments will have mutually signed Agreement / Contract / Notice of Award (NOA) for the installation, Service and Maintenance of the machine by the bidder in HLLs HINDLABS locations as specified time to time basis as and when requirement arises.

DELIVERY ADDRESS

HINDLABS DIAGNOSTIC CENTRE –
GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI

Section 2:

1. ELIGIBLE BIDDERS

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

A Bidder should have following eligibility criteria to submit bids against this tender.

1.2. Only manufacturer(s) or authorized distributors are eligible to bid. Authorization letter from Manufacturer in favor of authorized Distributor to bid / negotiate / conclude the order against this tender must be enclosed with technical bid.

1.3. Original Manufacturers having a minimum average annual turnover of Rs 5 Crores (Rupees Five Crores only) during the last three years i.e. 2022-2023, 2023-24 and 2024-25 (original / provisional) will only be eligible for participation.

Authorized distributors are also eligible to bid provided their minimum average turnover in the last three years i.e., 2022-2023, 2023-24 and 2024-25 (original / provisional) is Rs 2 Crores (Rupees Two Crores only)

1.4. The offered supply should comply with the provisions of the relevant standards for the product as applicable as amended up to date.

1.5. The tenderer should have a minimum 05 (Five) years of experience for supply of items of similar specifications. At least 01 (one) latest satisfactory supply reports/ purchase orders and corresponding invoices must be enclosed with the technical bid.

1.6. The tenderer should not have been debarred or blacklisted by any Central / State Government Departments of India. Provide the self-attested declaration as per **Annexure 01.**

1.7. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature mentioning all the relevant features, must be enclosed with the technical bid.

1.8. 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.

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

1.10. Bidders who are eligible as per the Provisions of Public Procurement –Preference to Make in India Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments are eligible to participate in the tender. A self declaration as per **Annexure 14** with respect to this order must be submitted.

1.11. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of the GFR, 2017 and any amendments issued thereafter) inclusive of the latest amendments issued by Ministry of Finance, GOI at Annexure 13 of this bidding document. The bidder must comply with all provisions mentioned in this order. A self-declaration as per **Annexure 12** with respect to this order must be submitted.

1.12. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.

1.13. (a) Bidder/ manufacturer who has been de-recognized/debarred/banned/blacklisted by any other State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law due to (i) quality failure of the drug(s) supplied (NSQ/ Spurious/ Adulterated/ Misbranded etc.) (ii) Submission of fake or forged documents (iii) Submission of incorrect information / Suppression of vital information & facts can't participate in the tender during the period of de-recognition / debarment/ Banned/blacklisted. Bidder / manufacturing unit which has been de-recognized/ debarred/banned/blacklisted by State Medical Corporation for any reasons can't participate in the tender during the period of de-recognition/debarment/banned.

(b) Any bidder who has been convicted by a competent court of law for supplying (NSQ/ Spurious/ Adulterated/ Misbranded etc.) drugs within a period of last 3 years from the date of floating of tender shall not be eligible to participate in the tender.

(c) Any bidder who is a distributor/ authorized agent then they should ensure that their Principal manufacturer is not been de-recognized/debarred/banned/blacklisted by any other State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law due to (i) quality failure of the drug(s) supplied (NSQ/ Spurious/ Adulterated/ Misbranded etc.) (ii) Submission of fake or forged documents (iii) Submission of incorrect information / Suppression of vital information & facts can't participate in the tender during the period of de-recognition / debarment/ Banned/blacklisted. Bidder / manufacturing unit which has been de-recognized/ debarred/banned/blacklisted by State Medical Corporation for any reasons can't participate in the tender during the period of de-recognition/debarment/banned.

1.14. Demonstration of the performance of the machine: The purchasing authority may, if found necessary will ask the bidder to demonstrate the performance of the machine. It has to be ensured that for the SUPPLY OF EQUIPMENTS, the Bidder should be supplying the Quoted Items to at least One (01) NABL Accredited Lab / Any other reputed institutes. The bidder should submit satisfactory certificate from the One NABL Labs / any other reputed institutes along with the copy of Purchase Order. It has to be ensured that the Items quoted in this tender and the items supplied to the one NABL Accredited lab / any other reputed institutes are the same.

1.15. The bidder should have service facility in KERALA.

2. COST OF BIDDING

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

2.2 Tender documents may be downloaded free of cost from the Government e-procurement portal (URL: https://etenders.gov.in/eprocure/app). However, tender document fees, as mentioned in the NIT, is required to be submitted along with the online bid (Not applicable currently due to GO)

3. GETTING INFORMATION FROM WEB PORTAL

3.1. All prospective bidders are expected to see all information regarding submission of bid for the Work published in the e tender website during the period from the date of publication of NIT for the Work and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.

3.2. All bids shall be submitted online on the Government e-procurement portal only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids

shall be entertained for the tenders published through Government e-procurement portal under any circumstances.

3.3. The Government e-procurement portal shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.

4. BIDDING DOCUMENTS

4.1. Content of Bidding Documents

The bidding documents shall consist of the following unless otherwise specified

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

4.2. The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.

4.3. The bidder is expected to examine carefully all instructions, Conditions of Contract, Annexures, Terms, Product List in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

5. CLARIFICATION OF BIDDING DOCUMENTS

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

5.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may 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

7.1 **Language of the Bid**

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

7.2 **Documents to be submitted along with the Technical Bid**

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

a) Self Declaration as per Annexure 1
b) Bid form as per Annexure-2
c) Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.
d) Copy of GST Certificate (self-attested copy)
e) Copy of Non-Conviction certificate-(Self–attested Copy)

f) Copy of Permanent Account Number (Self–attested Copy)
g) Certificate of incorporation and associated documents like Article of Association and Memorandum of Association/Partnership deed/HUF etc as applicable. (Self–attested Copy).
h) Under taking letter for replacement of complaint/defective goods as per Annexure-3
i) Bidder details about the bidder participating in the tender to be entered as per format given in Annexure 05.
j) Authorization letter from manufacturer (Original) must be submitted as per Annexure 6.
k) List of all quoted products offered to HLL as per Annexure 7.
l) Original Manufacturers having a minimum average annual turnover of Rs 5 Crores (Rupees Five Crores only) during the last three years i.e. 2022-2023, 2023-24 and 2024-25 (original / provisional) will only be eligible for participation. Authorized distributors are also eligible to bid provided their minimum average turnover in the last three years i.e., 2022-2023, 2023-24 and 2024-25 (original / provisional) is Rs 2 Crores (Rupees Two Crores only).
m) Annexure 8 - 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."
n) Duly filled, signed and sealed Annexure 9 - Indemnity Certificate
o) Annexure 11 - Check List
p) Annexure 12 – Compliance To Rule 144 (XI) of GFR 2017 (Self Declaration)
q) Annexure 13 – Technical Compliance Sheet
r) Annexure 14 - Make In India Preference (Self Declaration)
s) Annexure 15 – Pre Contract Integrity Pact
t) Proof of experience of bidder as per clause number 1.5 in Eligible Bidder in ITB – 02 years of operations and successful supply reports / PO copy with corresponding Invoice to be submitted.
u) Proof of supply to NABL Accredited Lab / any other reputed institutes as per clause 1.15 of Eligibility Criteria in the ITB.
v) Self-declaration in Bidder Letterhead stating that the machines to be supplied to HINDLABS as a result of this tender will be brand new and the date of manufacture of the same is less than 6 months before the date of installation of the machine.

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

All Annexure must be dully signed and sealed while submitting the same.

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

8. Bid Prices

8.1 The Bidder shall bid as described in the Bill of Quantities.
8.2 The rates quoted by the Bidder shall include cost of all materials, freight charges, GST or any other tax etc and on **Door delivery basis to HINDLABS DIAGNOSTIC CENTRE AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI.**
8.3 The rates and prices quoted by the bidder shall remain firm during the entire period of contract and may be renewed on mutually agreed terms & conditions for a further period.
8.4 Price comparison during evaluation will be done on the net unit rate inclusive of levies, freight & insurance on on door delivery basis at **Door delivery basis to HINDLABS DIAGNOSTIC CENTRE AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI.**

8.5 The price quoted by the bidders shall not, in any case, exceed the controlled price, if any, fixed by the Central/State Government/NPPA and/or the Maximum Retail Price (MRP).

9. Currencies of Bid and Payment

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

10. SUBMISSION OF BIDS

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

The tender is invited in **3 Envelope system** from the registered and eligible firms at CPP Portal.
Pre-qualification Criteria for bidders: Following **3 envelopes** shall be submitted online at CPP-portal by the bidder.

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

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

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

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

NOTE

- SSI/MSME units interested in availing exemption from payment of Tender Fee and EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC / Udyog Aadhaar.
- If the bidder is a 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.
- The Party has to provide Performance Security/Security Deposit if Tender is awarded to them.

b) Envelope - II (Technical bid):

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

c) <u>Envelope – III (Financial Bid): The Financial e-Bid through CPP portal</u>:

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

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

(i) The cost shall include freight Charges for inland transportation to **HINDLABS DIAGNOSTIC CENTRE AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI.**

(ii) HSN Code and GST as applicable in percentage and amount.

(iii) The total unit cost in figure and words. The total unit price will be the basis for evaluation. In case of discrepancy between the figure and words, then the amount mentioned in words will prevail.

(iv) Prices shall be quoted in Indian Rupees.

(v) If a firm quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

(vi) **The L1 party shall be considered based on the overall score arrived from the rates quoted for individual items.**

(vii) BOQ format used for this tender is item rate BOQ. The bidder has to enter valid rates for all the parameters in the BOQ.

Note:-

1. HLL Lifecare Limited reserves the right to verify the credential submitted by the agency at any stage (before or after the award of the contract). 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:
   i) Forfeit the entire amount of EMD submitted by the firm.
   ii) The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
2. On demand of the Tender Inviting Authority, this whole set of certificates and documents shall be send to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.
3. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

11. Deadline for Submission of the Bids

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

11.2 The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations previously

subject to the original date will then be subject to the new date of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

Modification, Resubmission and Withdrawal of Bids

11.3. 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.
11.4. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
11.5. The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

12. BID OPENING AND EVALUATION

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

12.1. Bid Opening Process

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

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

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

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

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

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

12.2. Confidentiality

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

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

12.3 Clarification of Bids

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

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

12.4. Examination of Bids, and Determination of Responsiveness

12.4.1. During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT and the required documents and certificates.

12.4.2. 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;

or

- Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

12.4.3. 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.

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

12.4.5. 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.

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

12.5. Negotiation on Bids

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

13. BID VALIDITY

13.1. Bids shall remain valid for a period of **180 days** from the date of opening of Finance Bid as specified in the NIT. A bid valid for a shorter period shall be rejected by HLL as non-responsive.

13.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by email. A bidder may refuse the request without forfeiting its bid security (if applicable). A

bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security (if applicable) for the period of the extension.

14. STATUTORY EXEMPTIONS:

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

15. BID SECURITY (EMD)

15(a)

iii) The Bidder shall furnish, as part of his Bid, a Bid Security for an amount as detailed in the Notice Inviting Tender (NIT). For e-tenders, Bidders shall remit the Bid Security using the payment options NEFT / RTGS to the bank account given in the NIT of this tender document.

iv) Each bid must be accompanied by E.M.D. Any Bid not accompanied by an acceptable Bid Security (EMD) shall be rejected as non-responsive.

v) The Bid Security (EMD) of the unsuccessful Bidder shall become refundable as promptly as possible after opening of Price Bid and finalization of the tender.

vi) For successful bidders the BID SECURITY (EMD) shall be converted into SECURITY DEPOSIT.

vii) SSI/MSME units interested in availing exemption from payment of Bid Security should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar. But the Party has to provide Security Deposit, if work is awarded to them.

viii) The Bid Security may be forfeited:

(a) If a Bidder:

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

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

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

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

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

16. TENDER PROCESSING FEE

16.1. For e-tenders, the mode of remittance of Tender Processing Fee shall be the same as detailed for remitting Bid Security (EMD). For e-tenders, Bidders shall remit the Tender fee using the payment options RTGS / NEFT to the bank account as mentioned in NIT of this tender document.

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

16.3. Tender Fee remitted will not be refunded.

17. ALTERATIONS AND ADDITIONS

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

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

18. INDEMNIFICATION CLAUSE

In case of any Adverse Drug Reaction / untoward side effects occurred due to the administration of the product supplied by your organization, the manufacture/ supplier shall be held liable for any legal or any other proceedings initiated by the Government of India / State Government Authorities. The Bidder shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Bidders breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /Bidders.(iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate. The Bidder has to submit the indemnity certificate duly signed and sealed in the format provided in Annexure 09

19. SECURITY DEPOSIT

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

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

19.3. The security Depot shall be returned to the successful bidder after within 90 days of the completion of the contract period.

20. PERFORMANCE SECURITY - DELETED

21. FORFEITURE OF SECURITY DEPOSIT

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

22. PAYMENT TERMS

22.1 No Advance payment shall be given.

a.100**% of the payable amount will be released within 60 days** of delivery and acceptance of consignment at the designated Lab locations as per the Purchase Order. Please ensure that proper receipt acknowledgement is obtained from the delivery locations and the original of the same is to be forwarded to HLL along with original invoice.

22.2. The amount shall be paid by HLL in Indian Rupees.
22.3. 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.
22.4 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.

23. DELIVERY TERMS

Goods must be delivered within 15 days of issue of purchase order by HLL to **HINDLABS** (HINDLABS DIAGNOSTIC CENTRE - AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI) **as specified in the Purchase Order.**

24. DELAY IN DELIVERY OF GOODS

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

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

24.2. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages. Levying of penalty shall be on a case to case basis.
24.3. In case of delay in supply the clause number 18 in GCC **(Liquidated Damage)** will be applicable.
24.4. If L1 defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from L2 or higher bidder or from market at the risk and cost of supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and supplier will be under obligation to pay the same. The purchaser has the right to forfeit the performance security / Security Deposit in the event of default. In addition, the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

25. TAXES AND DUTIES

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

26. INSPECTION AND TESTS

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

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

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

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

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

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

27. INDEMNITY

The Bidder shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Bidders breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /Bidders.(iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate. The Bidder has to submit the indemnity certificate duly signed and sealed in the format provided in Annexure 9

28. SHORT SUPPLY:

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

29. PARALLEL RATE CONTRACTS:

HLL reserves the right to enter into the rate contract / parallel rate contracts with one or more parties or to place adhoc contracts simultaneously or at any time during the currency of contract, with one or more suppliers. The purchaser also reserves the rights (1) to enter into parallel Price Agreement(s)/Contract(s) simultaneously or at any time during the period of the Price Agreement/Rate Contract with one or more bidder(s) as he/they think fit and (2) to place adhoc contract or contracts simultaneously or at any time during the period of this Rate

contract with one or more supplier(s) / bidder(s) for such quantity of such item or items as the purchaser (whose decision shall be final) may determine.

30. IN CASE OF DEFAULT

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

31. RISK PURCHASE

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

32. FORCE MAJEURE

32.1 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.

32.2 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.

33. PERFORMANCE GUARANTEE:

The Supplier shall fully guarantee all of the equipment supplied to perform in accordance with the specifications and to be free of all defects in design, material and workmanship. Should any equipment not performing as intended or should the design, material or workmanship prove defective within a period of 36 months from the date of successful commissioning, the equipment shall, upon notification of deficiency or defect, be promptly corrected by the Supplier to the satisfaction of Purchaser without delay and at no extra cost. If the Supplier fails to take proper corrective action to replace or repair the deficiency within a reasonable time of Purchaser's notification to this effect, the Purchaser shall be free to take such corrective action at the Supplier's risk and cost.

Even if Inspection and/or tests are fully carried out by Purchaser or their representatives, the Supplier is not absolved to any degree of his responsibility to ensure that all equipment and materials supplied comply strictly with the requirements as per specifications given in the order, and the Purchaser shall be free to point out any defect till the guarantee period is over.

34. 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

35. CONTACTING HLL

a) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL on any matter related to the bid, he shall do so in writing by sending email to **sdhcssouth@lifecarehll.com and sajeevkumarts@lifecarehll.com**

b) If a Bidder tries to influence HLL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

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

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award Contract award, without thereby incurring any liability to the affected bidder or bidders.

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

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

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

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

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

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

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

38. EVALUATION AND COMPARISON OF BIDS

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

38.2 The purchaser's evaluation of a bid will take into account, in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods and price of incidental services, the following factors, in the manner and to the extent indicated in GIB Clause 38.3 and in the technical specifications:

Cost of inland transportation, insurance and other costs incidental to the delivery of goods at **HINDLABS DIAGNOSTIC CENTRE AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI as specified in this tender.**

38.3 Price comparison during evaluation will be done on the net unit rate inclusive of levies, freight & insurance to on door delivery basis at **HINDLABS DIAGNOSTIC CENTRE AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI as specified in this tender.**

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

39. 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.

40. MAJOR RESPONSIBILITIES OF SUPPLIER

a. The suppliers have to supply the goods as per the delivery schedules and quantity mentioned in the Purchase order. Supplies made shall be in strict conformance with the stipulations of tender specification and the respective Notification Purchase orders.
b. The supplier shall supply only brand new machines. Self-Declaration stating that the Equipment installed is Brand New and the date of manufacture is less than six (06) months before the date of installation of the machines.
c. The successful bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Notification of award/ Letter of Indent/ Purchase order.
d. 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.
e. Any product related legal issues shall be handled and connected expenses therewith shall be borne by the bidder/ manufacturer only.
f. Any product related cases shall be handled and connected expenses therewith shall be borne by the contract manufacturer only
g. The bidder must undertake to provide the purchaser the consignment number (s) by which the items ordered had been dispatched from their sites, so as to have online/web access to the tracking system of physical movements of the consignments sent through the courier.
h. The supplier should submit the internal lab reports for the supplies made to HLL. The purchaser reserves the right to sample check the consignment at the time of delivery for which cost shall be borne by the supplier (pre-dispatch inspection). HLL may analyse the sample drawn from the goods received at depots/C&FAs. In case of sample testing failure at third party lab/ HLL's lab or quality related market complaints, the supplier shall take sole responsibility to replace the entire batch free of cost including the freight charges for collecting back the rejected items from HLL warehouses & resupply or refund the payment for such rejected quantity equal to its Door delivery value if the payment is already made.
i. Products which require COLD CHAIN should be transported as per the regulatory requirements for temperature and humidity
j. In case of the upgradation of technology and the current machines becomes obsolete, the bidder should ensure that upgraded machines are placed as replacement and the CPRT committed as per this tender is maintained.
k. In case the pack size agreed upon as a result of this tender changes, at any point of time during the contract period, the supplier shall ensure that the CPRT committed as per this tender is maintained.
l. **EQUIPMENT VALIDATION:** The machine / Equipment has to be validated during the installation of the same at HLL Labs.
m. The supplier has to maintain an uptime of 98% for the equipment. Complaints should be attended properly, maximum within 24 hrs. Spare parts replacement and, software update should be done free of cost during the contract period. The contract period may be extended for further period based on mutual consent

41. The quantities mentioned in Annexure 4 may vary as per the final requirement and the order may be placed in single or multiple lots during the bid validity period. HLL has no binding if the purchase order is not issued for the full tender quantity.

42. GOVERNING LANGUAGE

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

43. AWARD CRITERIA

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

44. NOTIFICATION OF AWARD

44.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by email, to be confirmed, that its bid had been accepted.

44.2 The notification of award will constitute the formation of the contract.

44.3 The notification of award/ Letter of Intent/ Purchase order will constitute the formation of the Contract. The supplier shall give acceptance of the Notification of award/Letter of Intent/ Purchase order within 7 days from the date of issue by sending the signed copy of the same failing which, the purchaser shall have the right to cancel the order and forfeiture of EMD. The conditions mentioned in the Notification of award/Rate contract agreement/Letter of Intent/ Purchase order will be mutually binding for both the parties and the bidder and the purchaser shall abide by the same. In case of any default in any of the condition of the Notification of award/Letter of Intent/ Purchase order, the purchaser reserves the rights for the forfeiture of EMD/Security deposit/ Performance bank guarantee submitted by the bidder.

44.4 The Purchase order (PO) / Notice of award is liable to be cancelled, if the supplier is unable to comply with or violates any of the terms and conditions laid down in the Purchase order/ Notice of Award. Therefore, up on such cancellation of PO/ Notice of award by HLL, the Supplier will be liable to refund the outstanding advance amount forthwith.

44.5 The successful bidder shall confirm the acceptance of the Notice of award/Purchase order as per the terms & conditions of the tender by signing and returning the duplicate copy of Purchase order (PO)/Notice of award within 2 days from the date of issue of the of purchase order/ Notice of award, failing which HLL shall have the right to reject the purchase order/ Notice of award.

45. TERMINATION

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

46. FALL CLAUSE

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

47. CORRUPT OR FRAUDULENT PRACTICES

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

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

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

48. SHELF LIFE - DELETED

49. FLEXIBILITY OF PRICES

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

50. LICENSE AND PERMITS

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

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

51. INTEGRITY PACT

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 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

52. 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.

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

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

54. 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.**

55. SPLITTING OF ORDER

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

56. Labelling-Deleted

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.

9. CHANGE ORDERS

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

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

10. ASSIGNMENT

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

11. TERMINATION BY DEFAULT

11.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;
(a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or
(b) If the Supplier fails to perform any other obligation(s) under the contract.

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

12. TERMINATION FOR INSOLVENCY

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

13. APPLICABLE LAW

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

14. NOTICES

14.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

14.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

15. TAXES AND DUTIES

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

16. PACKING

16.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit. Packing shall adhere to conditions stipulated in Technical specification.

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

17. DELIVERY AND DOCUMENTS

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

18. LIQUIDATED DAMAGES

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

19. RESOLUTION OF DISPUTES

19.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

19.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.
These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.
Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

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

ANNEXURE 01

SELF - DECLARATION

E-TENDER FOR SUPPLY OF EQUIPMENTS FOR SETTING UP MICROBIOLOGY LAB FOR HINDLABS DIAGNOSTIC CENTRE AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI

Tender No. HLL/CHO/PSD/HCS/2025-26/TENDER 09 RE Dated 29.07.2025

To,

Vice President (PS) & Group Head (HCS)
HLL Lifecare Limited Corporate & Regd Office,
HLL Bhavan, Poojappura, Thiruvananthapuram-695012
Kerala, India Tel: 0471- 2775600, 2775573

Dear Sir,

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

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

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

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

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

Date:
Place:

Signature:
Name:
Designation:
Seal:

BID FORM **Annexure-02**

Ref:

Date:

To,

Vice President (PS) & Group Head (HCS)
HLL Lifecare Limited Corporate & Regd Office,
HLL Bhavan, Poojappura, Thiruvananthapuram-695012
Kerala, India Tel: 0471- 2775600, 2775573

Dear Sir,

E-TENDER FOR SUPPLY OF EQUIPMENTS FOR SETTING UP MICROBIOLOGY LAB FOR HINDLABS DIAGNOSTIC CENTRE AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI

Tender No. HLL/CHO/PSD/HCS/2025-26/TENDER 09 RE Dated 29.07.2025

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 endeavour 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 24 months from the date of opening of financial bids and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

We declare that price/ rate offered is for Lab consumable products at HLL Laboratory – HINDLABS in the region specified as per this tender.

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

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

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

Dated this [insert: number] day of [insert: month], [insert: year].
Signature.....
Name.....
Full Address with contact person Name, Phone number and Email
Designation and Common Seal...

Annexure-03

UNDERTAKING LETTER FOR REPLACEMENT OF COMPLAINT/DEFECTIVE GOODS

E-TENDER FOR SUPPLY OF EQUIPMENTS FOR SETTING UP MICROBIOLOGY LAB FOR HINDLABS DIAGNOSTIC CENTRE AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI

Tender No. HLL/CHO/PSD/HCS/2025-26/TENDER 09 RE Dated 29.07.2025

To,
Vice President (PS) & Group Head (HCS)
HLL Lifecare Limited Corporate & Regd Office,
HLL Bhavan, Poojappura, Thiruvananthapuram-695012
Kerala, India Tel: 0471- 2775600, 2775573

Dear Sir,

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

Signature_____
Name_____
Designation and Common Seal
Station_____
Date_____

ANNEXURE 04

TECHNICAL SPECIFICATION AND PARAMETERS

E-TENDER FOR SUPPLY OF EQUIPMENTS FOR SETTING UP MICROBIOLOGY LAB FOR HINDLABS DIAGNOSTIC CENTRE AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI

Tender No. HLL/CHO/PSD/HCS/2025-26/TENDER 09 RE Dated 29.07.2025

PRODUCT DETAILS AND SPECIFICATION REQUIRED

1. HOT AIR OVEN

Sl.No.	Technical Specifications	Compliance
1	Should be operated on 230V, 50Hz single-phase AC supply and having temperature ranging between 50-200ºC.	
2	Should be made of double-walled chamber -Inner made of stainless-steel SS 304 grade and powder-coated outer surface.	
3	Should provide three heating elements on three sides of the equipment for uniform temperature on all shelves.	
4	Should be provided with air circulating fan.	
5	Should provide a variable microprocessor-based digital temperature controller with a digital display and thermometer should be provided separately.	
6	Should have a minimum chamber size of (L*B*H) 450*450*450 with 2 stainless steel trays with holes.	
7	Should provide with air ventilation.	
8	Should have CDSCO approval/Registration	
9	Warranty – 1 year	

2. AUTOCLAVE VERTICAL – SMALL

Sl.No.	Technical Specifications	Compliance
1	Chamber volume should be approximately 300mm diameter and 500mm depth.	
2	Should have stainless steel construction	
3	Should have pressure gauges for measuring chamber pressure.	
4	Should have safety valve and weight valve.	
5	Should have 121ºC working temperature at 15 psi pressure.	
6	Should be operated in mains 220 – 240 V ac 50 Hz input power supply.	
7	Should have CDSCO approval/Registration	
8	Warranty – 1 year	

3. ELISA READER

Sl.No.	Technical Specifications	Compliance
1	Should have 96 wells and should have reading capability of 1 to 96 wells individually.	
2	Should have a linear measurement range of 0 to 3.000 Abs.	
3	Should have wavelength range from 405 to 630nm or better.	
4	Should have a photometric accuracy of 2% or better.	
5	Should have a resolution of 0.001Abs.	
6	Should have variable speed plate shaking capability.	
7	Machine should be supplied with 6 standard filters 405, 450, 492,570, 630 & 690 nm.	
8	Should have provision to add 2 additional filters.	
9	Should have automatic filter selection.	
10	Should have automatic calibration before each reading.	
11	Should have facility for storage of calibration curves and 4 point logistic regression curve	
12	Capable of doing multi standard tests and controls.	
13	Should have different types of blanking facility like air wise and well wise.	
14	Should be capable of reading U, V and flat type wells.	
15	Should use LED or halogen light source and two spare bulbs should be provided in case of halogen.	
16	Should have inbuilt or external thermal/Laser/ printer for direct printing from the equipment. 5 rolls of thermal papers should be supplied along with the unit if thermal printer is provided.	
17	Should have external printer connectivity option.	
18	Should work with input 200 to 240Vac 50 Hz supply.	
19	Should have display option and storage of plates readings. Possibility to retrieve/print data by selecting assay wise, patient wise, date wise.	
20	Should have graphical display of plate layout for specifying controls, standards, blanks etc.	
21	Should be certified for suitability for in-vitro diagnostic and CDSCO approval/Registration.	
22	Warranty – 1 year	
23	Online pure sinewave UPS of sufficient capacity for reader with minimum 30 minutes back up time and dust cover.	

4. ELISA WASHER

Sl.No.	Technical Specifications	Compliance
1	Should have capability to wash flat, U or V bottomed micro plates or 8 strip plates.	
2	Should have 8 way manifold.	

3	Should have 25 wash program software memory or more.	
4	Should have programmable washing time, volume and soaking time.	
5	Should have minimum 6 wash cycle.	
6	Should have residual volume less than 3 ul with proper demo during technical demonstration.	
7	Should have in-built vacuum and dispensing pumps to ensure accurate and quiet washing.	
8	Should have waste bottle with full bottle alarm or sufficient mechanism to avoid spillage and damage to equipment.	
9	Should have suction based wash buffer intake.	
10	Should work with input 200 to 240Vac 50 Hz supply.	
11	Should be certified for suitability for in-vitro diagnostic application and CDSCO approval/Registration.	
12	Provision for connecting minimum two wash bottles and selecting as required	
13	Should have cross wise aspiration.	
14	Time taken for one wash + aspiration cycle should not exceed 100 seconds.	
15	Warranty – 1 year	
16	Online pure sinewave UPS of sufficient capacity for washer with minimum 30 minutes back up time and dust cover.	

ANNEXURE 05

E-TENDER FOR SUPPLY OF EQUIPMENTS FOR SETTING UP MICROBIOLOGY LAB FOR HINDLABS DIAGNOSTIC CENTRE AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI

Tender No. HLL/CHO/PSD/HCS/2025-26/TENDER 09 RE Dated 29.07.2025

BIDDER DETAILS

Name of Firm / Manufacturer / Authorized Supplier (BIDDER)	
Complete Address & Telephone No. and CIN.	
Name of Proprietor / Partner / Managing Director / Director.	
Phone & Mobile No.	
Name and address of Head Office	
Whether the firm is a registered firm Yes/No (attached copy of certificate)	
PAN No. (enclose the attested copy of PAN Card)	
GST NUMBER (enclose the attested copy of GST Certificate)	
Whether the firm has enclosed the Transaction details of Tender Fee and EMD (UTR Number) pertaining to this tender.	
Whether the Firm/Agency has signed each and every page of Tender/NIT	

Full list of consumables with all variants & technical specification submitted or not	
Manufacturing license/Import license copy of the firm attached or not	
Authorization letter from the manufacturer submitted (FOR DISTRIBUTOR)	
Experience certificate as per tender pre-qualification submitted or not	
Any other information, if necessary	

NB – Kindly provide the copy of all documents for the detailed technical evaluation

Authorized signatory of the bidder with seal

Annexure-06

E-TENDER FOR SUPPLY OF EQUIPMENTS FOR SETTING UP MICROBIOLOGY LAB FOR HINDLABS DIAGNOSTIC CENTRE AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI

Tender No. HLL/CHO/PSD/HCS/2025-26/TENDER 09 RE Dated 29.07.2025

MANUFACTURER'S AUTHORIZATION FORM

No. _____ Dated _____

To
Vice President (PS) & Group Head (HCS)
HLL Lifecare Limited Corporate & Regd Office,
HLL Bhavan, Poojappura, Thiruvananthapuram-695012
Kerala, India Tel: 0471- 2775600, 2775573

Dear Sir,

Bid Ref. No. _____

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

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

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

Your faithfully,
(Name)
for and on behalf of M/s _____
(Name of Manufacturers)
Note : This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

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

Annexure 07

LIST OF QUOTED PRODUCT**- DELETED**

Annexure 08

E-TENDER FOR SUPPLY OF EQUIPMENTS FOR SETTING UP MICROBIOLOGY LAB FOR HINDLABS DIAGNOSTIC CENTRE AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI

Tender No. HLL/CHO/PSD/HCS/2025-26/TENDER 09 RE Dated 29.07.2025

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.	
5.	Whether the MSE organization is registered under MSE Type of Enterprise **'Manufacturer'**	

***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:

Place:

Signature of the Bidder:

Name with seal:
Designation:
Address:

Annexure 09

To,

Vice President (PS) & Group Head (HCS)
HLL Lifecare Limited Corporate & Regd Office,
HLL Bhavan, Poojappura, Thiruvananthapuram-695012
Kerala, India Tel: 0471- 2775600, 2775573

E-TENDER FOR SUPPLY OF EQUIPMENTS FOR SETTING UP MICROBIOLOGY LAB FOR HINDLABS DIAGNOSTIC CENTRE AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI

Tender No. HLL/CHO/PSD/HCS/2025-26/TENDER 09 RE Dated 29.07.2025

INDEMNITY CERTIFICATE

Dear Sir,

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

Dated this [insert: number] day of [insert: month], [insert: year].
Signature.....
Name.....
Full Address with contact person Name, Phone number and Email
Designation and Common Seal...

Annexure 10

Performance Bank Guarantee Format - DELETED

Annexure 11

CHECK LIST

E-TENDER FOR SUPPLY OF EQUIPMENTS FOR SETTING UP MICROBIOLOGY LAB FOR HINDLABS DIAGNOSTIC CENTRE AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI

Tender No. HLL/CHO/PSD/HCS/2025-26/TENDER 09 RE Dated 29.07.2025

Sl No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	Forwarding letter indicating the submission of Technical documents along with check list of document			
2	EMD/ Tender Fee in the form of NEFT/RTGS (copy of the NEFT/RTGS with UTR number and date to be submitted)			
3	Tender document duly signed and stamped in all pages along with corrigendum (if Any)			
4	The bidder should submit satisfactory certificate from at least one NABL Labs/ any other reputed institutes along with the copy of Purchase Order			
5	Copy of Udyog Aadhaar, in case of MSME bidders			
6	Authenticated copy of the Memorandum of Association/Articles of Association / Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the M. Director / Partner / Proprietor			
7	Original Manufacturers having a minimum average annual turnover of Rs 5 Crores (Rupees Five Crores only) during the last three years i.e. 2022-2023, 2023-24 and 2024-25 (original / provisional) will only be eligible for participation. Authorized distributors are also eligible to bid provided their minimum average turnover in the last three years i.e., 2022-2023, 2023-24 and 2024-25 (original / provisional) is Rs 2 Crores (Rupees Two Crores only)			
8	Copy of Recent Non conviction certificate (self-certified)			
9	Power of Attorney in stamp paper (RS.200/-) duly notarized authorizing the signatory to sign the bids and transact business.			

10	Authorization letter from manufacturer (Self–attested Copy).			
11	Annexure 1 – Self Declaration			
12	Annexure 2 – Bid Form			
13	Annexure 3 – Under taking letter for replacement of complaint/defective goods			
14	Annexure 4 – Product details and Specification of equipment			
15	Annexure 5 – Bidder Details			
16	Annexure 6 - Manufacture Authorization Form (if applicable)			
17	Annexure 8 - Category details of Organization			
18	Annexure 9 - Indemnity Certificate			
19	Annexure 11 - Check List			
20	Annexure 12 – Compliance To Rule 144 (XI) of GFR 2017 (Self Declaration)			
21	Annexure 13 – Technical Compliance Sheet			
22	Annexure 14 - Make In India Preference (Self Declaration)			
23	Annexure 15- PRE-CONTRACT INTEGRITY PACT			
24	Copy of PAN Card & GSTN details (Self Attested)			
25	Proof of experience (5 years) and recent supply experience as per clause 1.5 in Bidder Eligibility Criteria in section 2 of ITB in this tender document.			
26	Self-declaration in Bidder Letterhead stating that the machines to be supplied to HINDLABS as a result of this tender will be brand new and the date of manufacture of the same is less than 6 months before the date of installation of the machine.			

Annexure 12

E-TENDER FOR SUPPLY OF EQUIPMENTS FOR SETTING UP MICROBIOLOGY LAB FOR HINDLABS DIAGNOSTIC CENTRE AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI

Tender No. HLL/CHO/PSD/HCS/2025-26/TENDER 09 RE Dated 29.07.2025

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

We,

……

……

…….

(Include name and address of the bidder)

Hereby declare that we are eligible to bid for the tender: ……

(Include tender number and date)

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

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

Date:

Place:

Signature of the Bidder:

Name with seal:

Designation:

Address:

Annexure 13

E-TENDER FOR SUPPLY OF EQUIPMENTS FOR SETTING UP MICROBIOLOGY LAB FOR HINDLABS DIAGNOSTIC CENTRE AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI

Tender No. HLL/CHO/PSD/HCS/2025-26/TENDER 09 RE Dated 29.07.2025

TECHNICAL SPECIFICATION COMPLIANCE SHEET

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

Signature and Seal of the Bidder

…….....

Name & Full official Address of the signing authority

……..

Annexure 14

E-TENDER FOR SUPPLY OF EQUIPMENTS FOR SETTING UP MICROBIOLOGY LAB FOR HINDLABS DIAGNOSTIC CENTRE AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI

Tender No. HLL/CHO/PSD/HCS/2025-26/TENDER 09 RE Dated 29.07.2025

SELF DECLARATION – MAKE IN INDIA PREFERENCE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s_____ (supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against Tender No_____
Details of location at which local value addition will be made is as follows: ----------
---------- ---------- We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

ANNEXURE 15

E-TENDER FOR SUPPLY OF EQUIPMENTS FOR SETTING UP MICROBIOLOGY LAB FOR HINDLABS DIAGNOSTIC CENTRE AT GOVT. TALUK HEAD QUARTERS HOSPITAL FORT KOCHI

Tender No. HLL/CHO/PSD/HCS/2025-26/TENDER 09 RE Dated 29.07.2025

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

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

7.2 The responsibility of the 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**
Dr.Anitha Thampi	(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.