

## E- TENDER DOCUMENT FOR

# Identifying Business Associate for Hospital Management Services in Madhya Pradesh State

**IFB No: HLL/HCS/2023-24/e-Tender/01 Dated 12.10.2023**



## **HLL LIFECARELIMITED**

(A Govt. of India Enterprise)

CIN: U25193KL1966G0I002621

**HLL Bhavan, Poojappura,**

**Thiruvananthapuram -695012, Kerala, India**

**Tel: 0471 2354949, email: [hcstenders@lifecarehll.com](mailto:hcstenders@lifecarehll.com)**

**[www.lifecarehll.com](http://www.lifecarehll.com)**

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## **HLL Lifecare Limited**

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CIN: U25193KL1966GOI002621

HLL Bhavan, Poojappura, Thiruvananthapuram -695012, Kerala, India

Tel: 0471 2354949, 2355426, 2350961, 2356352

Website – [www.lifecarehll.com](http://www.lifecarehll.com)

### **SECTION 1**

#### **NOTICE INVITING TENDER (NIT)**

**IFB No: HLL/HCS/2023-24/E-TENDER/01**

**12.10.2023**

Healthcare Services Division (HCS) of HLL Lifecare Limited (HLL), a Government of India Enterprise, intends to venture in to the field of hospital management business. This tender is published for selection of a reputed and experienced entity fulfilling the necessary eligibility criteria, who would like to associate with HLL in the Hospital Management Services Business in Madhya Pradesh State.

<b>SI No</b>	<b>Particulars</b>	<b>Description</b>
1	Name of Tender	Tender for Identifying Business Associate for Hospital Management Services in Madhya Pradesh State
2	Tender number and date	HLL/HCS/2023-24/e-Tender/01 Dated 12.10.2023
3	Bid Security/EMD amount	Rs. 15,00000
4	Bid submission fee/Tender fee	Rs. 5900 including GST
5	Eligibility criteria for Bidders	As per Tender document
6	Date of tender publishing	12.10.2023
7	Prebid meeting date and Time	20.10.2023, 11.00 AM
8	Submission of bids start date	20.10.2023, 14.00 hours
9	Last Date and Time for Online submission of bids	03.11.2023, 14.00 hours
10	Date and time of opening of technical bids (Envelop-I&II)	04.11.2023, 14.00 hours
11	HLL A/c Details for payment of Tender Fees (Payment mode: NEFT/RTGS)	Name of Bank: HDFC BANK A/c number : 00630330000563 IFSC Code : HDFC0000063 Branch name : Vazhuthacaud, Thiruvananthapuram , Kerala

## **GENERAL INSTRUCTION TO BIDDERS**

- 1 This tender is an e-Tender and is being published online in Government e-Procurement portal, <https://etenders.gov.in/eprocure/app>
- 2 Bid documents can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-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: <https://etenders.gov.in/eprocure/app>.
- 4 The tendering process is done online only at Government e-Procurement 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 e-Procurement website. Tenders/bids shall be accepted only through online mode on the Government e-Procurement 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 HLL shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and 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 e-Procurement Portal.

## 9.1 Registration

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.

- a) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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/Supplier. 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.
- g) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- h) 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.
- i) 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 Bids

- 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.

- f) More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>
10. Bidder 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.
11. 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](mailto:support-eproc@nic.in) Policy Related – [cpp-doe@nic.in](mailto:cpp-doe@nic.in)

12. 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.
13. 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:

**Deputy General Manager (HCS)**  
**Healthcare Services Division**  
**HLL Lifecare Limited**  
**Corporate & Regd Office**  
**HLL Bhavan, Poojappura,**  
**Thiruvananthapuram-695012**  
**E-mail: [hcstenders@lifecarehll.com](mailto:hcstenders@lifecarehll.com)**

14. The bids shall be opened online at the **Office of the Deputy General Manager (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.



15. More details can be had from the Office of the Deputy General Manager (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.

16. 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.

17. Online Tender Process:

The tender process shall consist of the following stages:

18. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal <https://etenders.gov.in/eprocure/app>. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.

19. Pre-bid meeting: 20.10.2023 at 11.00 hrs

20. Publishing of Corrigendum: All corrigenda shall be published on Government-

21. procurement portal (URL: [hhttps://etenders.gov.in/eprocure/app](https://etenders.gov.in/eprocure/app)) and HLL website (URL address: [hhttp://www.lifecarehll.com/tender](http://www.lifecarehll.com/tender)) and shall not be available

22. 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.

I. 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.

II. 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.

23. Tender Document Fees:

Tender fee (Non-refundable) 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

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

24. 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.
25. The 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.
26. In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the 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 Limited including black listing.
27. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected outrightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
28. The agency shall be solely responsible for complying with the provisions of Provident Fund and ESI Acts etc., (in force and as amended from time to time) relating to manpower engaged to this contract. In the event of any liability on HLL Lifecare Limited due to failure of contract to comply the said Acts, the agency shall indemnify and reimburse the amount payable to HLL Lifecare Limited on this Account. However, it must be clearly understood that the agency/bidder will comply to all statutory obligation in force and amended from time to time and HLL Lifecare Limited will not be held responsible in any manner whatsoever for any non-compliance of statutory obligations.
29. The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.

30. 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.

31. 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>) along with tender document fees.

**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.**

**DEPUTY GENERAL MANAGER (HCS)**

## SECTION II

### INSTRUCTIONS TO THE BIDDERS (ITB)

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the HLL. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

#### 1. DEFINITIONS

In this Contract, the following words and expressions shall have the meanings as stated below:

- a. **'Invitation for Bid'** shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. **'Bidder/Tenderer'** shall mean the person, firm or Corporation submitting a bid against this invitation for bid and shall also include his agents and representatives.
- c. **'HLL'** shall mean HLL Lifecare Limited or its units thereof.
- d. **'BUSINESS ASSOCIATE'**, shall mean the successful bidder whose tender has been accepted by the HLL and to whom the order is placed by the HLL and shall include his heirs, legal representatives, successors etc.
- e. **'Acceptance Letter'**, shall mean written consent by a letter of HLL to the bidder intimating him that his tender has been accepted.
- f. **'Contract'**, shall mean the articles of Contract Agreement, the conditions of contract, schedule of quantities, specifications, drawings attached and duly signed by the HLL and the Supplier.
- g. **'Date of Contract'**, shall mean the date on which the successful bidder has accepted the notification of award.
- h. **'Contract Period'**, shall mean the period (including rainy season) specified in the tender documents during which the contract shall be executed.

#### 2. SCOPE OF THE BID

##### 2.1 Introduction and Back ground

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 be a globally respected organization focusing on inclusiveness by providing affordable and quality healthcare

solutions through continuous innovations”. In its quest to become a

comprehensive healthcare solutions provider, HLL had diversified into hospital products and healthcare services, while nurturing its core business of providing quality contraceptives.

The Healthcare Services Division of HLL provides Medical Diagnostic Services (Laboratory and Imaging) and other facilities like Polyclinic. Our first center in association with CGHS started in February 2008 in New Delhi. HLL is one of the few organizations who are capable of delivering medical diagnostic services in a partnership model on a national level. HLL through this division endeavors to strengthen the diagnostic service delivery capability of partner institutions and bring high quality & precise diagnostic services to users at affordable costs. Our BRAND is: HINDLABS – “Providing Affordable and Reliable Solutions for quality Healthcare

The changing attitudes towards healthcare and growing lifestyle diseases are increasing the need for reliable, affordable and quality diagnostic services. Effectiveness of healthcare delivery organizations are enhanced by focusing on medical care delivery and outsourcing services like Medical Laboratory Diagnostics, Medical Imaging Diagnostics etc. to a specialist agency. The Healthcare Services Division through its brand Hindlabs offers outsourcing partnerships to partnering institutions in the areas of Diagnostic services and Health screening services.

Now, HLL plans to expand its business by foraying into Hospital management services in Madhya Pradesh state. HLL has analyzed the potential of this market and plans to form a new Business segment to capitalizing on its core capabilities and business infrastructure. Being a new entrant to this segment HLL intends to associate with a reputed entity that has proven track record and necessary infrastructure in this field.

## 2.2 Scope of the Business Associate

HLL will arrange business and work orders for hospital management services through their own marketing effort and participating in tenders. HLL plans to entrust the execution of these orders / contracts to the Business associate in coordination with HLL on revenue sharing basis. d) HLL reserves right to retain a **minimum of 5%** of revenue share and for upward revision in the minimum revenue share in case of higher revenues

Business Associate shall analyze the tender/ work order and do the necessary study and survey in order to prepare a cost analysis for execution of the project. Cost of all such surveys and analysis has to be borne by the business associate. HLL will scrutiny the cost analysis submitted by the Business Associate and quote a competitive offer in tenders after considering the revenue share

arrangement. In the case of project award through HLL's marketing efforts/Nomination basis to HLL without tender, Business associate shall analyze the workorder and necessary cost analysis has to be prepared.

Business associate will be responsible for execution of project in its entirety incurring all costs involved. After receipt of payment from clients, HLL will release payment to Business Associate after deducting HLL's revenue share and expenses. The bidder who offers highest revenue share (H1 bidder) over & above the minimum value of 5% and meeting the eligibility criteria as detailed in this document will be selected as the Business Associate. Period of engagement will be for Three (3) years from the date of Notification of Award (NOA)

### **Detailed Scope of Business associate**

- End to end execution of hospital management projects in Madhya Pradesh as required by HLL
- Incur all capital expenses of such projects including the turnkey work of the project as per the requirement of HLL as and when the projects are assigned by the principals. This includes installation, commissioning of new equipment and replacing the old equipment.
- Meet all the operational and recurring expenses during the day-to-day execution of the project. This includes mandatory AMC/CMC and/or preventive Maintenance as and when required.
- Maintain the quality standards and the SOP's as decided and agreed at the commencement of the Project
- Meet all statutory and regulatory guidance and requirements or as advised by HLL.
- Business development in public and private sectors

### **Scope of HLL**

- The complete Strategic Design, Planning, and execution of the project
- Obtain the regulatory compliances in the name of HLL
- Maintain the quality standards and the SOP's as decided and agreed at the commencement of the Project
- Business development in public and private sectors.
- Routine Reports and Coordination with all stakeholders.

## **2.3 Scope of Hospital management services**

Scope of Hospital management services includes, but not limited to, housekeeping services, Biomedical waste management, Operation & Maintenance services, Providing Technical manpower viz. Doctors, Nurses, Bio-Med Engg, Lab, Radiology and Other Department Technicians, Data Entry Operators, etc; Non-Technical Manpower which includes providing of security services, attendant services, dressers, Lift operators, horticulture services and guest house management services, Ambulance services etc. The Detailed scope is listed below.

SI no.	Category	Type of Service
1	<b>Operation &amp; Maintenance (O&amp;M)</b>	<ul style="list-style-type: none"> <li>• Power Distribution system</li> <li>• Emergency backup power system</li> <li>• HVAC System</li> <li>• Compressed air system</li> <li>• Water &amp; effluent treatment system and STPs</li> <li>• Incinerators</li> <li>• DG Sets</li> <li>• Medical Equipment</li> <li>• Office Automation Products (EPABX, telephones, Public Addressing System, etc.)</li> <li>• Fuel Handling system</li> <li>• Power Laundry</li> <li>• Fire protection and other safety management systems</li> <li>• Building services (Civil, Electrical &amp; Plumbing)</li> <li>• Lifts</li> <li>• Integrated Building Management system</li> <li>• Medical gas Plant</li> <li>• Others</li> <li>• MOT Maintenance</li> <li>• Medical Isolation Panel</li> <li>• MGPS and Oxygen Plant</li> <li>• AHU Maintenance</li> <li>• Establishment of ICU and OTs</li> <li>• Hospital civil maintenance</li> <li>• Sub-health center maintenance</li> </ul>
2	<b>Soft Services</b>	<ul style="list-style-type: none"> <li>• Housekeeping and janitorial services</li> <li>• Garden and Lawn maintenance</li> <li>• Canteen, Pantry, and Dietary Services</li> <li>• Laundry and Linen</li> <li>• Waste management - Disposal, Incinerator, Sewagetreatment, etc.</li> <li>• Office services and front office services</li> <li>• Mail room management</li> <li>• Helpdesk management</li> <li>• Travel desk management</li> <li>• Drains and road cleaning</li> <li>• Pest control&amp; Rodent Management</li> <li>• Façade and glass cleaning</li> </ul>

		<ul style="list-style-type: none"> <li>• Setting up and running of baby care units (For staff)</li> </ul>
<b>3</b>	<b>IT Services</b>	<ul style="list-style-type: none"> <li>• OPD /central window management</li> <li>• Computer Networking &amp; LAN</li> <li>• Software &amp; Hardware Maintenance</li> <li>• Computer operator/data entry</li> <li>• Medical record department management</li> <li>• Data Management and Quality Certification</li> </ul>
<b>4</b>	<b>Security Services</b>	<ul style="list-style-type: none"> <li>• Guarding</li> <li>• Patrolling</li> <li>• Electronic surveillance /CCTV</li> <li>• Access Control Systems</li> <li>• Parking management</li> </ul>
<b>5</b>	<b>Bio-Medical Equipment</b>	<ul style="list-style-type: none"> <li>• Maintenance and management</li> </ul>

### 3. ELIGIBLE BIDDERS

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

### 4. COST OF BIDDING

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the HLL", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 4.2 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.

### 5. Deleted

### 6. Getting information from web portal

- 6.1. 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.



6.2. 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.

6.3. 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.

## **7. Bidding Documents**

### **7.1. Content of Bidding Documents**

7.1.1. The bidding documents shall consist of the following unless otherwise specified

- a. Section 1- Notice Inviting Tender (NIT)
- b. Instructions to Bidders
- c. General and special Conditions of Contract
- d. Technical Specifications
- e. Form of Bid, Appendix to Bid

7.1.2. 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.

7.1.3. The bidder is expected to examine carefully all instructions, Conditions of Contract, Contract Data, Forms, Terms, Technical Specifications, Bill of Quantities, Annexure and Drawings in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

### **7.2 Clarification of Bidding Documents**

7.2.1. 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.

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

### **7.3 Amendment to bidding documents**

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

7.3.2. 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.

- 7.3.3. 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.

## **8 Preparation of Bids**

### **8.1 Language of the Bid**

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

### **8.2. Documents Comprising the Bid**

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

- a) Details required for e-payment (Details of bank account having core banking facility and e-mail address of the Supplier) in the prescribed format.
- b) Payment of bid submission/tender fee as detailed in the e-tender web site.
- c) Bid Security (EMD).
- d) Copy of Registration (GST, PAN etc) Certificate duly attested.
- e) Copy of Documents in proof of eligibility criteria
- f) Copy of Documents in proof of financial turnover.
- g) Other documents specified in clause no. 9.2 (b) of this section

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

### **8.3. Bid Prices**

8.3.1. The Bidder shall bid as described in the Financial Bid format given in the procurement website.

8.3.2. Deleted.

8.3.3. Bidder should quote rates after considering cost of all materials and conveyance, labour charges, hire charges of plant and machinery, overheads and all incidental charges for execution of the contract. The rate quoted shall also include all statutory taxes as on the date of submission of the tender and such taxes shall be paid by the Supplier.

8.3.3 GST or any other tax applicable shall be payable by the Supplier in respect of this contract and HLL will not entertain any claim whatsoever in respect of the same.

8.3.5. All taxes, royalty, Octroi, GST and other levies payable by the Supplier under the contract, or for any other cause as of the date 28 days prior to the deadline for submission of bids shall be included in the rates, prices and total of bid price. The bid prices shall also cater for any change in tax pattern during the tenure of work.

8.3.6. The rates and prices quoted by the bidder shall remain firm during the entire period of contract.

#### **8.4. Currencies of Bid and Payment**

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

#### **8.5. Bid Validity**

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

8.5.2. 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 e mail.

#### **8.6. Bid Security (EMD)**

8.6.1 The Interested Bidder shall furnish, as part of his Bid, a Bid Security for an amount as detailed in the Notice Inviting Tender (NIT)/EOI. For e-tenders, interested bidders shall remit the Bid Security using the payment options given in e-tender under Government e-Procurement system only.

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

8.6.3 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.

8.6.4 The Bid Security (EMD) of the successful Bidder will be discharged when the Bidder has furnished the required Security Deposit and acceptance of LOI/Work order.

8.6.5 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.
- In such cases the work shall be rearranged at the risk and cost of the selected bidder

8.6.6 The Bid Security deposited will not carry any interest.

8.6.7 MSME units interested in availing exemption from payment of Tender Fee should submit a valid copy of their Udyog Aadhaar registration certificate as mentioned in the NIT.

## **8.7 Tender fee**

8.7.1 For e-tenders, Bidders shall remit the Tender fee as detailed in Notice inviting Tender, using the payment options as mentioned in the e- tender in Government e-Procurement portal only.

8.7.1 Any bid not accompanied by the Tender Fee as notified, shall be rejected as non-responsive.

8.7.2 Tender Fee remitted will not be refunded.

## **8.8 Alterations and additions**

8.8.1. 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.

8.8.2. 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.

## **9. Submission of Bids**

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

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

**b) Envelope -II (Technical bid):**

Technical Bid should contain signed and scanned soft copy of following documents to meet the eligibility criteria as mentioned in Section-III.

**DOCUMENTS TO BE SUBMITTED:**

- Signed copy of tender Document (all pages of Tender document to be signed & stamped) by the participant as token of acceptance of the Terms & Conditions.
- Tender document fee & EMD Payment details
- ANNEXURE-1 Bid form
- ANNEXURE-2 - SELF DECLARATION – COMPLIANCE TO RULE 144 (XI) OF GFR 2017
- ANNEXURE-3 SELF DECLARATION – MAKE IN INDIA PREFERENCE
- ANNEXURE-4 Signed Integrity pact Agreement
- ANNEXURE-5 PROFORMA for Turnover statement
- ANNEXURE-6 Performance statement from chartered accountant
- ANNEXURE-7 Self declaration regarding non-debarment and non-

conviction

- Work Orders/ client certificates proving past experience of works done in similar nature of hospital management services.
- Self- declaration attested by chartered accountant regarding In-house capability to execute scope of work without subcontracting. Declaration must detail the list of categories with supporting information such as manpower and infrastructure capabilities
- Copy of ISO: 9001, ISO 14001, ISO:45001 and ISO:41001 certificates
- Valid class-A electric safety license issued by the Madhya Pradesh State Government authorities.
- Copy of Certificate of incorporation/partnership deed
- Copy of GST registration certificate
- Copy of DPIIT registration certificate
- MSME registration details- Udyam /Udyog Aadhar certificates
- Copy of PAN Card / Exemption certificate from Income Tax Department
- Audited balance sheet and Profit and Loss statement for last three years. (FYs 2020-21, 2021-22, 2022-23)
- Copy of EPF and ESIC registration
- Copy of Labour license
- Power of attorney for signatory of Tender in Rs.200 stamp paper duly notarized
- A brief about participant's firm including
  - Background about the Firms, legal status of the company, number of staff, turnover and years in business etc.
  - list of equipment owned and being used by the applicant at sites mentioned for qualifying criteria
  - The Core Competencies/ Core Area of working of the Organizations.
  - Experience in India, and/or other key markets.
- All other documents as required under Section III, Qualification and Evaluation criteria

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

Through Financial bid, bidder shall quote the percentage of revenue share to HLL as detailed in ITB clause no. 2, Scope of work. Total revenue share to HLL will be Minimum revenue share of 5% + additional revenue share offered in the price bid (b)%, i.e. (5+b) %.

Technically eligible bidder with highest revenue share percentage offered to HLL would be considered as H1 bidder. Such H1 bidder will be the selected Business associate.

Financial bid shall be submitted in the format provided in the e-procurement portal and no other format is acceptable. Bidders are required to download the file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells



should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the file is found to be modified by the bidder, the bid will be rejected.

Note: -

1. HLL Lifecare Limited reserves the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then the bidder 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.

## **10. Deadline for Submission of the Bids**

10.1 Bid shall be received only online on or before the date and time as notified in NIT. The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

### **10.2 Modification, Resubmission and Withdrawal of Bids**

10.2.1 Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.

10.2.2 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

10.2.3 The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

## **11. Bid Opening and Evaluation**

### **11.1. Bid Opening**

Bids will be opened on the specified date & time, by the tender inviting authority or his authorized representative in the presence of bidders or their designated



representatives who choose to attend.

## **11.2. Bid Opening Process**

11.2.1. 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.

- a) Envelope -I: Envelope-I Opening date as mentioned in NIT (Envelop – I shall contain scanned copy of Tender Fees and Bid Security Declaration Form)
- b) Envelope -II: Envelop-II opening date as mentioned in NIT. The intimation regarding acceptance / rejection of their bids will be intimated to the Suppliers/firms through e-tendering portal. (Envelop-II shall contain scanned copy of all Pre- qualification document.)

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

- c) Envelope -III: The financial bids of the Suppliers/firms found to be meeting the qualifying requirements shall be opened as per NIT. (Depending on evaluation of Envelop I & II, the date shall be intimated through CPP Portal or through email)

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

## **11.3. Confidentiality**

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

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

## **11.4. Clarification of Bids**

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

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

### **11.5. Examination of Bids, and Determination of Responsiveness**

11.5.1. During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT; is accompanied by the required bid security declaration form and the required documents and certificates. Further the HLL may seek the bidder for demonstrating the equipment anywhere in India as per the sole discretion of the HLL for the purpose of technical evaluation. The demonstration of equipment shall be as a part of responsiveness of the technical bid. If the bidder doesn't demonstrate the equipment within the stipulated time period & location given, then their bid will be treated as non-responsive.

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

A material deviation or reservation is one: -

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

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

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

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

11.5.6. Single tender will not be opened in the first tender call.

### **11.6. Negotiation on Bids**

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

## 12. Award of Contract

- 12.1 HLL will award the Contract to the Bidder whose bid has been determined to be substantially responsive and who has offered the highest revenue share to HLL through finance bid.
- 12.2 In the eventuality of failure on the part of the successful bidder to accept acceptance of letter of award or signing of contract within the specified time limit, HLL may opt for cancellation of work order at its discretion .
- 12.5 The Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tender Inviting Authority's action.
- 12.6 Notification of Award and Order Acceptance
- 12.6.1 The Bidder, whose Bid has been accepted, shall be notified of award by HLL prior to expiration of the Bid validity period by facsimile or e-mail confirmed by letter sent through post.
- 12.6.2. Upon notification of award, the supplier shall execute a contract agreement with the HLL within period as specified in the notification of award.
- 12.6.3. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security within 30 (Thirty) days of issue of letter of acceptance.
- 12.6.4. Upon the furnishing by the successful Bidder of the performance Security Deposit, the Agreement Authority will promptly notify the other Bidders that their Bids have been unsuccessful.
- 12.6.5. Solicitor's fee, if any, to be paid to the Law Officers of Government for scrutinizing or drawing up of agreements - will be paid and the same recovered from the successful bidder.

## 13. Corrupt or Fraudulent Practices

- 13.1 The HLL requires that the bidders, suppliers and Suppliers 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 HLL, 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.

- 13.2 The HLL will reject a 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.

### Section-III

#### Qualification and Evaluation Criteria

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

#### 1. QUALIFICATION

<b>a.</b>	The participants in this tender should be an entity which could be a Proprietary/ LLP Partnership Co/ Pvt Ltd / Public Ltd by shares. DPIIT Registered Startup Company are also eligible for participating in this tender. Participating entities should have a minimum turnover of Rs. 10 Crores in any financial year during the last 3 financial years. (FYs 2020-21, 2021-22, 2022-23).
<b>b.</b>	The participant should have minimum 3 years of experience in providing similar nature of services mentioned in the scope of work. (Should be supported by relevant work order/Completion certificate issued by client).
<b>c.</b>	The Net Worth of the party shall be positive in the last 3 financial years. Turnover certificate, net worth statement, Balance sheet, and P&L Account duly certified by a Chartered Accountant for the last 3 financial years (FYs 2020-21, 2021-22, 2022-23) shall be submitted along with the bid as a proof for positive net-worth
<b>d.</b>	Participant shall have valid ISO: 9001, ISO 14001, ISO:45001 and ISO:41001 certificates for the Housekeeping & facility management services issued by reputed certification Companies
<b>e.</b>	Participant must have adequate infrastructure and other provisions including manpower and machinery to fulfil the scope of work as required by HLL. Participant must have in-house capability to execute the at least 25% of the scope of work without subcontracting or outsourcing. A brief detail establishing the same along with a self-declaration attested by Chartered accountant in this regard has to be submitted.
<b>f.</b>	The applicant should have all regulatory clearances/licenses including labour license for performance of the services under scope of work. Also, participants shall be registered with the appropriate authority of EPF/ ESIC and copy of EPF, ESIC registration/ labour license shall be furnished.

<b>g.</b>	The firm who has been de-recognized/debarred/banned/blacklisted by any State Government/Central Govt. Organization /State Medical Corporations/Director Health Services and or convicted by any court of law cannot participate in this tender during the period of de-recognition/debarment/ Banned/blacklisted. Parties shall give a declaration to this effect.
<b>h.</b>	The firm/directors shall not have any criminal record or should not have been convicted by any court of law in India or abroad. Parties shall give a declaration to this effect.
<b>i.</b>	Demonstration of capabilities – HLL may ask the participant for a live demonstration/presentation for assessing the capabilities of the participants.
<b>j.</b>	DPIIT-recognized startup applicant, the required experience and evaluation, financial criteria are in line with government norms. Such startups should have a certificate of eligible business under section 80-IAC of the income tax act, 1961 given by the Ministry of Commerce, Department for Promotion of Industry, and Internal Trade and any other document as per GOI norms.
<b>k.</b>	Participant firms must be Madhya Pradesh state-registered company.
<b>l</b>	Startups and MSEs will get exemptions as per statutory norms

## 2. EVALUATION CRITERIA

The bidder meeting the qualification criteria and obtain at least 70 marks in the evaluation criteria with satisfactory submission of required documents as per this tender enquiry document will be considered as technically qualified. Financial bids of technically qualified bidders will only be opened

<b>SL No.</b>	<b>Description</b>	<b>Marks</b>	<b>Remarks / Documents for Submission in technical TENDER</b>
1	<b>Should have a minimum turnover of Rs. 10 Crores in any one financial year during the last 3 financial years. (FYs 2020-21, 2021-22, 2022-23)</b>		
	Achieved Turnover of up to Rs. 10 crores in any one previous 3 FYs	5	Turn over certificate as per Annexure-5 Chartered Accountant verified/audited turnover statements to be furnished as proof for the same
	Achieved Turnover of Rs. 10 crores to 15 crores in any one previous 3 FYs	10	
	Achieved Turnover of more than 15 crores in any one previous 3 FYs	15	

2	<b>No. of years in operations in hospital management services</b>		Work Orders, client certificate indicating the date of start & date of completion as per agreement/status of ongoing work
	Up to 1 year	5	
	More than 1 year up to 2 years	10	
	More than 2 years	15	
3	<b>Experience criteria (No similar Projects executed during past three FYs)</b>		The value of each works contract should not be less than Rs. 50 lakhs over the awarded duration. A self-Attested copy of the experience certificate for completed work / ongoing work issued by the Client Organization is to be submitted.
	No. of works of similar nature up to 2	5	
	No. of works of similar nature More than 2 – up to 5	10	
	No. of works of similar nature More than 5 – up to 10	15	
4	<b>Experience in the establishment and or maintenance of ICU units, MGPS, HVAC in Madhya Pradesh state Government Hospitals</b>		Work Orders / Client certificates
	Up to 3 Hospitals	5	
	More than 3 up to 5 Hospitals	10	
	More than 5 Hospitals	15	
5	<b>Total number of Manpower on Payrolls of Service Providers</b>		Manpower on roll will be all employees on the books of the company on the date of release of this tender. CA audited statement of manpower details is to be submitted
	More than 10	5	
	More than 10 up to 25	8	
	More than 25	10	
6	<b>In-house capability to execute scope of work without subcontracting</b>		Participant shall submit a self-declaration attested by Chartered accountant in this regard. Declaration must detail the list of categories with supporting
	At least 20% of scope of work – any 1 category mentioned under scope of tender	5	
	At least 40% of scope of work – any 2 category mentioned under scope of tender	10	



	60% of scope of work – any 3-category mentioned under scope of tender	15	information such as manpower and infrastructure capabilities
8	<b>Quality assurance criteria</b>		
	Only ISO 9001	5	Certification should be valid as on date of tender submission with undertaking for periodic renewal
	ISO 9001 & ISO 14001	10	
	ISO 9001, ISO 14001 & 45001& 41001	15	

## **SECTION - IV**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. Application**

The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section IV, List of requirements under Section V and Technical Specification under Section VI of this document.

#### **2. Use of contract documents and information**

The supplier shall not, without the HLL's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the HLL in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this tender enquiry document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

Further, the supplier shall not, without the HLL's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.

Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the HLL and, if advised by the HLL, all copies of all such documents shall be returned to the HLL on completion of the supplier's performance and obligations under this contract.

#### **3. Patent Rights**

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

#### **4. Country of Origin**

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

arranged.

## **5. Performance Security**

During the engagement period, whenever a project is awarded to the business associate, the Business associate has to submit an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 5 % of the contract value in the form provided by HLL. Until such time the Performance Security is provided by the business associate and the same comes into effect, the Bid Security shall remain in force and effect, and upon provision of the Performance Security, the HLL shall release the Bid Security (EMD) to the business associate. No interest shall be payable by the HLL against the Performance Security.

### **16.2 Appropriation of Performance Security**

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

### **16.3 Release of Performance Security**

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

In case HLL's Client requires Performance security for execution of project as per tender / work order terms, Business Associate has to incur the cost towards the same. HLL will release the Performance Security without any interest to the Business Associate after receipt from the client upon completion of the contractual obligations including submission of satisfactory performance certificates received from Clients.

## **6. Technical Specifications and Standards**

The Goods & Services to be provided by the Business Associate under this contract shall conform to the technical specifications and quality control parameters mentioned in work orders received by HLL from its clients.

## **7. Packing and Marking**

The packing for the goods to be provided by the supplier should be strong and

durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements of HLL and/or its client.

Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VI and VII and in SCC under Section IV, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address

## **8. Assignment**

The Supplier shall not assign in whole its contractual duties, responsibilities and obligations to perform the contract, except with the HLL's prior written permission.

## **9. Sub Contracts**

Wherever necessary, the Supplier shall notify the HLL in writing of sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

## **10. Modification of contract**

If necessary, the HLL may, by a written order given to the Business Associate at any time during the currency of the contract, amend the contract by making alterations and modifications

## **11. Prices**

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

## 12. Taxes and Duties

Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred during execution of contracts  
Further instruction, if any, shall be as provided in the SCC.

## 13. Terms and Mode of Payment

### A) Payment Terms

- a) Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract and upon the submission of the following documents:
- supplier's invoice showing contract number, description and total amount etc;
  - Completion Certificate duly certified by hospital/HLL authorities.

Tax Deduction: All statutory deductions like GST, Income Tax, Works Contract Tax, E.S.I., P.F. or any other government-imposed liabilities shall be borne by the Business Associate (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the Business Associate.

## 14. Delay in the supplier's performance

The supplier shall perform the services under the contract within the time schedule specified by the HLL in the workorders and as incorporated in the contract.

Subject to the provision under GCC clause 24, any unexcused delay by the supplier in maintaining its contractual obligations towards performance of services shall render the supplier liable to any or all of the following sanctions:

- Imposition of liquidated damages or
- Forfeiture of its performance security and
- Termination of the contract for default.

## 15. Liquidated damages

If the Business Associate fails to perform the services within the time frame(s) incorporated in the work orders, the HLL shall, without prejudice to other rights and remedies available to the HLL under the contract, recover the Liquidated damages imposed by its client from the Business Associate.

## 16. Termination for default

The HLL, without prejudice to any other contractual rights and remedies available to it (the HLL), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the HLL.

In the event of the HLL terminates the contract in whole or in part, the HLL may

procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the HLL for the extra expenditure, if any, incurred by the HLL for arranging such procurement.

Unless otherwise instructed by the HLL, the supplier shall continue to perform the contract to the extent not terminated.

#### **17. Termination for insolvency**

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

#### **18. Force Majeure**

The business Associate shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

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 which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the HLL either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

If a Force Majeure situation arises, the supplier shall promptly notify the HLL in writing of such conditions and the cause thereof within seven days of occurrence of such event. Unless otherwise directed by the HLL in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract. Termination of this agreement for whatever reason shall not affect the obligation/ liabilities of both the parties accrued hereunder in respect of matters at the time of the agreement.

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

#### **19. Termination for convenience**

The HLL reserves the right to terminate the contract, in whole or in part for its (HLL's) convenience, by serving 7 days written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the HLL. The notice shall also indicate inter alia, the



extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the HLL following the contract terms, conditions and prices. For the remaining goods and services, the HLL may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and/or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

## **20. Governing language**

The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

## **21. Notices**

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

## **22. Applicable Law**

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

## **23. General/Miscellaneous Clauses**

- a. Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Business Associate and the HLL on the other side, a relationship of master and servant or principal and agent.
- b. Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- c. The Business Associate shall notify the HLL of any material change would impact on performance of its obligations under this Contract.
- d. Each member/constituent of the Business Associate in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the HLL for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- e. The Business Associate shall at all times, indemnify and keep indemnified the HLL against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.



- f. The Business Associate shall, at all times, indemnify and keep indemnified the HLL against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Business Associate /its associate/affiliate etc.
- g. All claims regarding indemnity shall survive the termination or expiry of the contract

#### **24. CONFLICT OF INTEREST.**

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

Post notification of award, after participating in request for financial quotes floated by HLL against a particular business opportunity/project/tender, business associate must refrain from competing with HLL for that business opportunity in any manner.

#### **25. COURT JURISDICTION:**

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

#### **26. INDEMNITY**

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

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

Any participant from a country which shares a land border with India will be eligible to bid in this TENDER only if the participant is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of GFR) inclusive of the latest amendments issued by Ministry of Finance, GOI at Appendix of this bidding document. The participant must comply with all provisions mentioned in this order. A self-declaration (as per format provided in Annexure 2) with respect to this order must be submitted.

## **28 PROVISIONS OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017**

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 as per Annexure 3.

**SECTION –V**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

DELETED

**Annexure-1**  
**BID FORM**

Date\_\_\_\_\_

To

**Deputy General Manager (HCS)**  
**Healthcare Services Division**  
**HLL Lifecare Limited**  
**Corporate & Regd Office**  
**HLL Bhavan, Poojappura,**  
**Thiruvananthapuram-695012**  
**E-mail:[hcstenders@lifecarehll.com](mailto:hcstenders@lifecarehll.com)**

Bid No. HLL/HCS/2023-24/e-Tender/01, dated. 12.10.2023

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

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

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of this tender document, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the ITB clause 8.5, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

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

**(Signature with date)**

(Name and designation) Duly authorized to sign tender for and on behalf of

## ANNEXURE-2

### 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:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

### ANNEXURE-3

#### **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-4

### INTEGRITY PACT

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

HLL Lifecare Limited.  
Division:  
Tender No:

### INTEGRITY PACT

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

#### Between

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

#### And

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

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

#### Preamble

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

NOW, THEREFORE,

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

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



2. Enable the Bidder to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.  
The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### **Clause.1. Commitments of HLL**

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

### **Clause 2. Commitments of BIDDERS/ 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 manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.11 The BIDDER will not accept any advantage in exchange for any corrupt

practice, unfair means and illegal activities.

2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.

2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other 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.

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

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

**3.1** The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process

**3.2** The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason. If BIDDER before award or during execution has

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

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

4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

4.2 HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.

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

#### **Clause.5. Consequences of Violation / Breach**

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-

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

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

ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/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 Sh. A.K. Arora, EX-DG, Indian Defense Service of Engineers as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Shri Ashok Kumar Mangotra IAS (Retd.)

Ex-Secretary to Government of India

Office: HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala

Email: [iemhll@lifecarehll.com](mailto:iemhll@lifecarehll.com)

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

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

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

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

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

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

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

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

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

**Clause.9. Facilitation of Investigation**

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

**Clause.10. Law and Place of Jurisdiction**

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

**Clause.11. Other legal Actions**

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

**Clause.12. Validity and Duration of the Agreement**



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

**Bidder**

Witness

Witness

1.....

1.....

2.....

2.....



## ANNEXURE-5

### PROFORMA for Turnover statement

Name & Address of bidder :

Year	2020-21	2021-22	2022-23	Highest annual turnover achieved in last 3years
<b>Turnover in Rs.</b>				
Whether attached the relevant Pages of Balance sheet and Profit and Loss A/c duly certified By Chartered Accountant				YES/NO
Whether bidder is having positive net worth during last three financial years				YES/NO

**Signature and stamp of Chartered Accountant**

**Signature of bidder with stamp**

**ANNEXURE-6**  
**Performance Statement from chartered accountant**

This is to certify that M/s ..... has successfully executed the following assignments

<b>Financial year</b>	<b>List of works of similar nature of Hospital management services executed</b>	<b>Contract Number and Date</b>	<b>Contract price of assignment</b>	<b>Revenue/ Turn over generated from this contract during Financial Year</b>	<b>Address of organization with Phone No. where assignment done.</b>
2020-21					
2021-22					
2022-23					

Place :  
Date :

Signature with Office Stamp  
Name & Designation

*( Copies of Work order/Agreement/ MoU /Client certificates are to be submitted of the above mentioned assignments)*

## **Annexure-07**

### **SELF - DECLARATION**

**Tender: Identifying Business Associate for Hospital Management Services in Madhya Pradesh State**

**Tender No. HLL/HCS/2023-24/e-Tender/01 Dated 12.10.2023**

**To,**

**Deputy General Manager (HCS)**

HLL Lifecare Limited,

HLL Bhavan, Poojappura, Thiruvananthapuram -695012, Kerala, India

Tel: 0471 2775500, 0471 2354949 (EXTN – 637), Website – www.lifecarehll.com

**Dear Sir,**

We certify that, we have not been de-registered or debarred or blacklisted or banned / suspended for business for any product or constituent of the product we have quoted, by the 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.

We hereby declare that, our firm/ directors do not have any criminal record or not have been convicted by any court of law in India or abroad.

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/services supplied by our company are not spurious and we further guarantee not to supply any sub-standard or half developed. We assure that the entire scope of work to be supplied shall be as per the statutory regulations /guidelines and standard approved / specified in the aforementioned bid document.

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 / any other Government organization, our BID will be considered as non- responsive.

We hereby declare that the facts provided 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: