

REQUEST FOR QUOTE

Document

For

IDENTIFICATION OF BUSINESS DEVELOPMENT
PARTNER FROM EMPANELLED FIRMS FOR
IMAGING CENTRE RUN BY HLL AT AIIMS
GORAKHPUR

RFQ No: HLL/HCS/RFQ/2023-24/02 Dated 23-06-2023



HLL LIFECARE LIMITED

(A Govt. Of India Enterprise)

CIN : U25193KL1966G01002621

HLL Bhavan, Poojappura,

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www.lifecarehll.com

Request for Quote (RFQ) for identification of Business Development Partner from empanelled firms for imaging centre run by HLL at AIIMS Gorakhpur

HLL Life care Limited, a Government of India Enterprise, invites financial quotes from empanelled firms for Medical Imaging Services to partner with HLL's medical imaging facility project at All India Institute of Medical Sciences (AIIMS), Gorakhpur to act as Business Development Partner as per the terms and conditions detailed in this document.

RFQ No	:	HLL/HCS/RFQ/2023-24/02 Dated 23-06-2023
RFQ PUBLISHING DATE	:	23.06.2023
LAST DATE AND TIME FOR RECEIPT OF RFQ	:	04.07.2023, 14.00 HRS
TIME AND DATE OF OPENING OF THE RFQ	:	05.07.2023, 14.00 HRS
PLACE OF OPENING OF RFQ	:	HLL LIFECARE LIMITED HLL BHAVAN, POOJAPPURA, TRIVANDRUM, KERALA- 695012 PHONE NO – 0471 2354949
ADDRESS FOR COMMUNICATION	:	DGM (HCS) HEALTHCARE SERVICES DIVISION HLL LIFECARE LIMITED, HLL BHAVAN, POOJAPPURA TRIVANDRUM, KERALA- 695012 PHONE NO – 0471 2354949
EMAIL ID	:	hcstenders@lifecarehll.com

**DGM (HCS)
HEALTHCARE SERVICES DIVISION**

SECTION-1 INSTRUCTIONS TO BIDDERS (ITB)

1. COMPANY BACKGROUND

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

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

Healthcare Services Division

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

2. INTRODUCTION

Through a chain of Healthcare Diagnostic centres, called HINDLABS, HLL offers clinical pathology lab services and Radio diagnostic imaging services. Over a period of short span HINDLABS emerged as one of the key player among retail diagnostic chains with 225 Diagnostic labs, 4000 collection centers (Which includes PHC, RH, DH, SSH, RRH, WH & MH) and 50 medical imaging centres in various states and cities across India. HINDLABS uses state-of-the-art technology to provide the most comprehensive and advanced imaging services. The facilities are designed to comply with National Accreditation Board for Testing and Calibration Laboratories (NABL) standards.

The Healthcare Services Division (HCS) has numerous projects in pipeline and intended to explore the possibility to have Strategic Business Partners for their upcoming medical Imaging business projects. Accordingly HLL had invited an Expression of Interest (EOI number : HLL/CHO/HCS/MI/2022-23/02 Dated 16-06-2022) for empanelment of Strategic Business partners for Medical Imaging Business of HCS Division of HLL Lifecare Limited. This EOI was

floated in eprocurement portal of Government of India and after scrutiny the firms who met the EOI qualification criteria were empanelled.

All the empanelled firms have submitted declaration and agreed for minimum revenue share of 8% for HLL. As per the above said EOI terms, post empanelment, through competitive bidding among the empanelled firms, Strategic partner shall be finalised for individual projects based on the highest revenue share they are willing to share with HLL, over and above the minimum revenue share.

3. SCOPE OF RFQ:

HLL have been providing Pathology and Radiology (X-ray & USG) services at AIIMS Gorakhpur since February 2019. Now, AIIMS authorities have asked HLL to Operate & Manage 256 slice CT & 3.0 Tesla MRI center which are already installed at AIIMS, Gorakhpur. Agreement with AIIMS and HLL is till January, 2024 which may be extended for further period.

Through this RFQ, HLL Lifecare Limited intends to identify a Business Development Partner (Hereinafter known as “BDP”) from their empanelled list of strategic partners for medical imaging business, to execute the scope of work detailed in this RFQ document.

BUSINESS SCOPE – CT and MRI Scanning Center at AIIMS, Gorakhpur

AIIMS, Gorakhpur is one of the new AIIMS established as a part of the initiative under Pradhan Mantri Swasthya Suraksha Yojna (PMSSY) by the Ministry of Health and family welfare, Govt. of India. AIIMS Gorakhpur was started its operations from 26th Feb 2019. From the day of its inception, AIIMS Gorakhpur has been having one of the busiest OPD’s with a turnout of approx 2500 patients visiting the OPD every day. It is catering to patients from adjoining demographic regions of the country and encounters wide variety of diseases. AIIMS, Gorakhpur also has the facility of 350 bedded IPD services. IPD services are started with 50% capacity and sooner all the 350 beds will be functioning.

HLL has already been providing Pathology and Radiology (USG & X-ray) services in AIIMS, Gorakhpur. At present, we are providing pathology and Radiology (X-ray & USG) services to approx 450-500 patients’ everyday at Hindlabs, Gorakhpur. Since the hospital is in the outskirts of the city and the number of Imaging Centers are mere. Moreover, the other available scanning centers charge 50-100% higher charges for the imaging services.

HLL charges 75% of applicable non NABL CGHS Delhi rates (CGHS Package rate Delhi & NCR2014 updated on 11th March, 2021) for CT and MRI scan services. (Any revision in the rates by CGHS

will be applicable)

3.1 Scope of work- Business Development Partner

- Business development of Imaging center in public and private sectors.
- BDP shall do the marketing activities inside the city to make the public aware about CT & MRI services in AIIMS.
- BDP shall identify the private clinics/hospitals which are not having high end radiological machines and educate them the usage of 256 Slice CT and 3 Tesla MRI. Agency will also carry out the activities to get the referrals from these clinics/hospitals for CT & MRI.
- BDP shall organize educational sessions to the Radiographers for make them understand the various protocols to be followed in 256 Slice CT and 3 Tesla MRI.
- BDP has to ensure academic support to the House surgeons, Junior/Senior Residents and PG students so that they all will refer cases.
- BDP shall organise CME program for doctors. CME shall be organized after taking the necessary approvals from HLL.
- BDP shall sponsor the programs like Marathon, Cyclethon, games and other events as required by HLL.
- BDP will maintain good relationship with doctors and do the branding of HLL (Hindlabs) during such events.
- BDP shall sponsor the various clinical clubs/Academic Clubs within Gorakhpur Districts.
- BDP shall provide transportation facility to the sick patients. Agency shall arrange the transportation for patients so that patients from inside the city may easily come to the AIIMS for advanced CT & MRI facilities.
- Meet all statutory and regulatory guidance and requirements or as advised by HLL.

3.2 Scope of HLL

- The complete Strategic Design, Planning and execution of the project
- Day to day operations of the project
- Deployment of manpower and facilitation of smooth and uninterrupted operations in coordination with BDP.
- Coordination with AIIMS Gorakhpur for execution of project
- Obtain the regulatory compliances for HLL
- Maintain the quality standards and the SOP's
- Routine Reports and Coordination with all stakeholders.

3.3 Revenue Sharing Model

- a) HLL intends to execute this project on a revenue sharing basis.
- b) HLL will manage and carry out the day to day operations of the project. HLL will claim the charges for services on a monthly basis from AIIMS Gorakhpur as per the agreement with

them. HLL will retain the revenue share as agreed by BDP through their financial bid. Remaining amount, after deducting all operational and other expenses incurred by HLL, will be released to BDP.

- c) Empanelled Strategic Partners shall make independent assessment of proposed project and submit their financial quotes. Financial quote of the strategic partners shall specify the revenue share percentage acceptable to share with HLL for this particular proposal. Financial quotes will be evaluated based on the revenue share percentage to HLL over and above the minimum value of 8%. Financial Quote has to be submitted as per the format provided in CPP portal.
- d) The evaluation for the project would be done on the basis of offered revenue share percentage to HLL. The bidder who offers highest revenue share (H1 bidder) would be finalised as Business Development Partner for this project.

Total revenue share to HLL will be Minimum revenue share of 8% + additional revenue share offered in the price bid (b)% , i.e, (8+b)%

Period of engagement will be terminated on completion of the project or closure of the project by HLL's Clients after issuing sufficient notice period to HLL as per the agreement terms.

- e) HLL will have the right to reject proposals if they are found to be unacceptable.

3.4 General Terms and Conditions

a.	Through submission of financial bid, participant confirms their acceptance to all terms and conditions of RFQ and scope of work.
b.	While this RFQ has been prepared in good faith, HLL does not make any commitment or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omission herein, or the accuracy, completeness or reliability of information contained herein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this request, even if any loss or damage is caused by any act or omission on its part.
c.	The process of inviting RFQ is for ascertaining various options available to HLL. After evaluation / examination of the offers, HLL may at its sole discretion decide further course of action.
d.	Through submission of financial bid, participants must ensure and confirm to HLL that they have complied with applicable Laws in all material respects and has not

	been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an adverse Effect on its ability to perform its obligations under the scope of work of this RFQ
e.	RFQ participants are requested to keep the information and details strictly confidential.
f.	HLL shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their RFQ and other expenses.
g.	HLL reserves the right to deal with the proposal in any manner without assigning any reasons for the same. The decision of HLL in this regard shall be final.
h.	The Bidder to indemnify HLL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.

4. SUBMISSION OF BIDS

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

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

Envelope –I (Financial bid):

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

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

Note:-

The Tender Inviting Authority shall not be responsible for any failure, malfunction or

breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

5. GENERAL INSTRUCTIONS TO BIDDERS:

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

5.2 RFQ documents can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-RFQ shall be uploaded on this website i.e. <https://etenders.gov.in/e procure/app>.

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

5.4 The RFQ process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/e procure/app>). Aspiring bidders may download and go through the RFQ document.

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

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

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

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

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

5.10 Registration

- a) Bidders are required to register in the Government e-procurement portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class II or above digital certificate or above with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this RFQ after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this RFQ.

- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this RFQ.

5.11 Searching for RFQ Documents

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

5.12 Preparation of Bid

- a) Bidder should take into account any corrigendum published on the RFQ document before submitting their bids.
- b) Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.
- c) Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.
- d) If the addendum thus published does involves major changes in the scope of work, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective

bidders to take reasonable time for bid preparation taking into account the addendum published.

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

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

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

5.15 For any technical related queries please call at 24 x 7 Help Desk Number:
0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787

Note:- International Bidders are requested to prefix +91 as country code

E-Mail Support: For any Issues or Clarifications relating to the published RFQs, bidders are requested to contact the respective RFQ Inviting Authority

Technical - support-eproc@nic.in, Policy Related - cppp-doe@nic.in

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

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

Deputy General Manager (HCS)
Healthcare Services Division
HLL Lifecare Limited
HLL Bhavan, Poojappura, Thiruvananthapuram - 695012,
Kerala, India
Tel: +91 4712354949 , Email – hcstenders@lifecarehll.com

5.18 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 RFQ opening date happens to be on a holiday or non-working day due to any other valid reason, the RFQ opening process will be done on the next working day at same time and place.

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

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

5.21 Online RFQ Process:

The RFQ process shall consist of the following stages:

- i. Downloading of RFQ document: RFQ document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
- ii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.
- iii. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this RFQ document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- iv. Opening of RFQ and Award of contract: The financial bids will be opened, evaluated and finalized as per the criteria detailed in this RFQ document.

5.22 Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HLL Lifecare Limited in this regard shall be final and binding.

- 5.23 HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.
- 5.24 HLL Lifecare Limited Ltd reserves the right to amend or withdraw any of the terms and conditions contained in the RFQ document including scope of work or reject any or all RFQs without giving any notice or assigning any reasons.
- 5.25 **Submission Process:**
For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their bid online on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
- 5.26 **Note:-** It is necessary to click on "Freeze bid" link / icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

6. DEADLINE FOR SUBMISSION OF THE RFQ FOR INTERESTED BIDDERS

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

6.2 The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

6.3 **Modification, Resubmission and Withdrawal of RFQs**

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

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

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

7. BID OPENING AND EVALUATION

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

8. BID OPENING PROCESS

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.

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

9. CONFIDENTIALITY

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

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

10. BID VALIDITY

10.1 Bids shall remain valid for a period of **3 years or additional extended time period as decided by HLL** from the date of notification of Award. A bid valid for a shorter period shall be rejected by HLL as non-responsive.

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

11. BID SECURITY (EMD)

11.1 Bidder has to submit of Rs. 8,00,000 (EIGHT LAKHS) as bid security for this RFQ. For those bidders, whose EMD amount submitted during empanelment process is available with HLL, Rs. 8.00 Lakhs from the same will be considered as EMD for this RFQ if sufficient amount is available.

11.2 Bidders have to submit EMD of Rs. 8 lacs, in case EMD submitted for empanelment is not available with HLL on behalf of the bidder. In that case EMD shall be paid separately, thru

RTGS/NEFT transfer in the following HLL A/c details:

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

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

11.4 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.
- to furnish the Performance Security within the specified time period

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

11.6 The Bid Security deposited will not carry any interest.

12. ALTERATIONS AND ADDITIONS

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

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

13. NOTIFICATION OF AWARD :

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

- 13.2 Selected participant has to submit performance security as specified in this RFQ
- 13.3 After receipt of performance security an agreement will be entered with the successful participant.

14. CONFLICT OF INTEREST.

The selected BDP 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 BDP 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.

15. PERFORMANCE SECURITY

- 15.1 The selected BDP has to submit an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 10,00,000- (Rupees Ten Lakhs only) in the form provided by HLL. Until such time the Performance Security is provided by the BDP 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 BDP. No interest shall be payable by the HLL against the Performance Security.

15.2 Appropriation of Performance Security

Upon occurrence of a BDP 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 BDP Default. Upon such encashment and appropriation from the Performance Security, the BDP 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 BDP. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the BDP shall be entitled to an additional Cure Period of 15 days for remedying the BDP Default, and in the event of the BDP 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 BDP

15.3 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 BDP.

16. 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.

17. INDEMNITY

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

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

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

19. GOVERNING LANGUAGE

The contract shall be written in English language. English language version of the Contract

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

20. TERMINATION

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

21. PAYMENT TERMS

- a. HLL will release payments to BDP on monthly basis after receipt of corresponding payment from AIIMS Gorakhpur.
- b. HLL will retain the revenue share as agreed by BDP through their financial bid. Remaining amount, after deducting all expenses incurred by HLL on account of business development, will be released to BDP. HLL will release payments to Service provider after 30 days HLL receives corresponding payment from AIIMS Gorakhpur.
- c. In the event of the HLL noticing at any time that any amount has been disbursed wrongly to the BDP or any other amount is due from the BDP to the HLL, the HLL may without prejudice to its rights recover such amounts by other means after notifying the BDP or deduct such amount from any payment falling due to the BDP. The details of such recovery, if any, shall be intimated to the BDP. BDP shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the HLL.
- d. The HLL shall be entitled to delay or withhold payment of any invoice or part of it delivered by the BDP where the HLL disputes such invoice or part of it provided that such dispute is bonafide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure. Any exercise by the HLL under this section shall not entitle the BDP to delay or withhold its obligations under scope of work.
- e. All payments agreed to be made by the HLL to the BDP in accordance with the scope of work shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The BDP shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this project.