

HLL/HCS/Tender-GeM/2024-25/03

Dtd 01.02.2025

HLL Lifecare Limited (HLL) hereby invites online bids through www.gem.gov.in for Identification of NABL Accredited Lab Equipment Calibration Agency
Detailed requirements and terms & conditions are available in website www.gem.gov.in.



HLL Lifecare Limited

(A Govt. Of India Enterprise)

CIN: U25193KL1966GOI002621

HLL Bhavan, Poojappura, Thiruvananthapuram -695012Kerala, India

Tel: 0471 2775500, (EXTN – 639)

Website – www.lifecarehll.com

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HLL LIFECARE LIMITED

(A Government of India Enterprise)

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

Tel: 0471 2775500, 2354949

SECTION A

NOTICE INVITING TENDER (NIT)

HLL/DS/Tender-GeM/2024-25/03

01.02.2025

HLL Lifecare Limited (hereinafter known as “HLL”), a Government of India Enterprise, invites online bids through GeM portal from eligible, competent and experienced bidders who are capable of executing the scope of work as detailed in this document and meeting the eligibility criteria as per this tender document.

Sl. No	Particulars	Description
1	Name of Item/Work	Identification of NABL accredited laboratory equipment calibration agency to perform the calibration activities of Hindlabs – Trida and required repair works
2	Scope of Work	Refer Section -C
3	Tender fee	As Mentioned in GeM Portal.
4	Bid Security/EMD	As Mentioned in GeM Portal.
5	HLL A/c Details for payment of Tender Fees and EMD (Payment mode: NEFT/RTGS)	Account No : 00630330000563 IFSC Code : HDFC0000063 Bank Name : HDFC BANK Branch Name : Vazhuthacaud
7	Eligibility criteria for Bidders	As per Section-E
8	Pre-bid meeting	As Mentioned in GeM Portal.
9	Last Date and Time for online submission of bids	As Mentioned in GeM Portal.
10	Date and time of opening of the-Tender	As Mentioned in GeM Portal.
11	Address for Communication at HLL regarding the tender	AVPi/c & BH (HCS) HLL Lifecare Limited Corporate & Regd. Office, HLL Bhavan, Poojappura, Thiruvananthapuram-695012 E-mail: hcstenders@lifecarehll.com

GENERAL INSTRUCTION TO BIDDERS

1. This is an e-tender in which tenders are being invited online and it is mandatory to submit tender (Technical bids — (part I) and Price bids (Part-II)) online at <https://gem.gov.in> by specified date and time.
2. The bidder shall read all the terms and conditions of the tender document thoroughly before submission of bids.
3. The rates are to be filled online in BoQ for the quoted items strictly.
4. Any condition/s mentioned by the bidder anywhere in his bid, which is/are in contradiction with the conditions contained in this tender document will not be considered and terms & conditions contained in this tender document will prevail. Therefore, only those bidders shall submit bids which meets the requirement stipulated in this tender document and agrees with the terms & conditions of the tender document.
5. Bidders are advised to visit above specified website regularly for updates/Amendments/Corrigendum, if any. The Updates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of tender. The full details about the work, specifications, terms and conditions shall be available in the Tender Document. The tender document has to be submitted online on GEM Portal (<https://gem.gov.in/>).
6. The Bidder, in his own interest is requested to read very carefully these instructions and the terms & conditions as incorporated in all parts of tender document along with all amendments/ corrigendum's / addendums before filling the Bid form. Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder had acquainted himself and is in agreement with all the instructions, terms & conditions governing the specification, unless otherwise specifically indicated/ commented by him in his Bid.
7. The bidders shall follow the link for reading the training module for GEM Participation as follows:

S. No.	Module	Link for Training Module
1	Introduction to Seller/Service Provider Functionality	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Introduction-Seller-Functionality-v1-1652261184.pdf
2	Seller/Service Provider Registration Using PAN	<p>Using PAN https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf</p> <p>Using Aadhaar https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf</p>

3	Profile Updation (Seller/Service Provider)	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-1657021156.pdf
4	Secondary User Creation	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf
5	Overview of Dashboard – Seller/Service Provider	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf
6	Vendor Assessment	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-1657021088.pdf
7	Bid Participation Services	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-Services-v2-1652262839.pdf
8	Earnest Money Deposit (EMD) Process	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/EMD-Requirements-Seller-v1-1652262911.pdf
9	Bill of Quantities [BoQ] – Seller	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Item-Wise-BOQ-seller-v2-1652262676.pdf

8. For MSME registered bidders, the proof of registration in the line of work and monetary limit shall be attached.
9. The purpose of this tender document is to provide with information to interested parties to assist the preparation of their bid. While HLL has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.
10. Further, HLL does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in NIT. HLL is not responsible if no due diligence is performed by the bidders.
11. Preference to Make in India products (For bids < 200 Crore): Preference shall be given to Class 1 local Contractor as defined in Public Procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local Contractor will be as defined in Public Procurement (Preference to Make in India), Order 2017.
12. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate

from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor and if the OEM is a company then by a practicing cost accountant or a chartered accountant for OEM's other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 16.09.2020. Only Class-I and Class-II Local Contractors as per MII order dated 16.9.2020 will be eligible to bid. Non - Local Contractors as per MII order dated 16.09.2020 is not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

Associate Vice President (HCS)i/c

SECTION B INSTRUCTIONS TO THE BIDDERS (ITB)

1. COMPANY BACKGROUND

HLL Lifecare Limited is a Mini-Ratna company (A Government of India Enterprise) under the administrative control of Ministry of Health & Family Welfare. HLL is a multi-product, multi-location, diversified organization with a global presence and products exported to several countries. HLL executes several healthcare related projects in public sector hospitals from upgradation of existing and establishment of infrastructure in the State including Diagnostic Laboratory Projects. 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 diversified into hospital products and healthcare services, while nurturing its core business of providing quality contraceptives.

The Healthcare Service (HCS) Division of HLL has been providing medical laboratory and imaging services to the public at an affordable rate through our laboratory chain-"Hindlabs". The first Hindlabs was established and commenced operations in 2008 at RK Puram, Delhi and currently we have an experience of 16 years in the laboratory diagnostic field. HLL is collaborating with various Govt. as well as non-Govt. organizations to provide diagnostic services.

2. ELIGIBLE BIDDERS

Bidders should meet the eligibility criteria (Section-E) as per this document to submit bids against this tender.

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.

3. COST OF BIDDING

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

4. SITE VISIT

The bidder is advised to visit and examine the sites where services are to be provided with prior intimation to HLL and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid. He shall examine the site's condition and satisfy himself of the availability of materials at nearby places, difficulties which may arise during execution before submitting the bids. The costs of visiting the Site shall be at the bidder's own expense.

The bidder and any of his personnel or agents will be granted permission by HLL to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, his personnel or agents will release and indemnify HLL and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

5. PREPARATION OF BIDS

5.1. Language of the Bid

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

5.2. Documents Comprising the Bid

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

- a) Copy of Documents in proof of eligibility criteria
- b) Copy of Documents in proof of financial turnover.
- c) All Other documents as specified in this document.
- d) Priced Bill of Quantities.

5.3. Bidders should take into account any corrigendum published on the tender document before submitting their bids.

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

5.5. Any addendum thus issued shall be a part of the bidding documents which will be published on the GEM website. The Tender Inviting Authority will not be responsible for prospective bidders not viewing the website in time.

5.6. 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 considering the addendum published.

5.7. 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 documents that need to be submitted. Any deviations from these may lead to rejection of the bid.

6. BID PRICES

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

6.2. The rates quoted by the Bidder shall include the cost of all materials and conveyance and related services necessary for the smooth running of the project. 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 Service Provider.

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

6.4. The bid prices shall cater for any change in tax pattern during the tenure of work.

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

7. CURRENCIES OF BID AND PAYMENT

7.1. All payments shall be made in Indian Rupees only.

8. BID VALIDITY

- 8.1. 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.
- 8.2. 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.

9. TENDER PROCESSING FEES AND BID SECURITY (EMD):

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

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

Documents of the above transactions (UTR NUMBER and DATE OF UTR) completed successfully by the bidder, shall be uploaded at the locations separately while submitting the bids online. Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The Service Provider's bid will be evaluated only if payment is effective on the date and time of bid opening.

NOTE

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

10. ALTERATIONS AND ADDITIONS

- 10.1. 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 initiated by the person or persons signing the bid.
- 10.2. 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.

11. SUBMISSION OF BIDS

11.1. The Bidder shall submit their bid online only through the GEM portal (URL <https://gem.gov.in>) 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 as a two bid system invited from the registered and eligible firms GEM Portal for submission of the following.

a) Packet-1: Technical bid:

The Technical Bid should contain duly filled, signed and scanned documents specified in this document. (Section – E).

b) Packet- 2: Financial Bid: - The Financial e-Bid through GeM portal.

- i. The bidder shall quote for the entirety of the tender schedule.
- ii. Bidders have to download the enclosed price break-up excel sheet and duly fill the agreed revenue share and upload at designated location.
- iii. The Total score of the bidder as per the excel sheet shall be entered as the price- offer by the bidder in Gem Portal, at the indicated location.

12. BID OPENING AND EVALUATION

12.1. Bid Opening

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

12.2. 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.

a) Packet -I: Packet -I opening date shall be as mentioned in GeM Portal. The intimation regarding acceptance / rejection of their bids will be intimated to the Contractors/firms through e-tendering portal. (Packet -I shall contain scanned copy of Pre- qualification document.)

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

b) Packet-II: The financial bids of the Contractors/firms found to be meeting the qualifying requirements shall be opened as per NIT. (Depending on evaluation of Packet- I, the date shall be intimated through GeM Portal).

13. CLARIFICATION OF BIDS

- 13.1. 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 submitted in writing or by e-mail or in portal, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 13.2. 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.

14. EXAMINATION OF BIDS, AND DETERMINATION OF RESPONSIVENESS

- 14.1. 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 documents and certificates. Further based on the documents submitted by the bidder, the purchaser may visit any of the facility established by the bidder for inspection and/or seek demonstration of the quoted products/services, anywhere in India as per the sole discretion of the purchaser. The inspection of such facilities/ equipment shall be as a part of responsiveness of the technical bid. If the bidder doesn't arrange the facility visit / demonstrate the solutions offered within the stipulated time period of 7 days & location given, then their bid will be treated as non-responsive.
- 14.2. 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 service;
 - b) which limits in any substantial way, inconsistent with the bidding documents, the Purchaser'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.
- 14.3. 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.
- 14.4. Non submission of legible or required documents or evidence may render the bid non-responsive.

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

- 15.1. 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 the contract award, without thereby incurring any liability to the affected bidder or bidders.
- 15.2. 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.

15.3.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.

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

15.5.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.

16. CONFIDENTIALITY

16.1.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.

16.2.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 Bidder's bid.

17. CONFLICT OF INTEREST.

17.1.The selected Service Provider 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.

17.2. The selected Service Provider 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.

18. GOVERNING LANGUAGE

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

19. TAXES

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

19.2.The Service Provider agrees that it shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the scope of work

- 19.3. Should the Service Provider fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, the Service Provider shall pay the same.
- 19.4. The Service Provider shall indemnify the HLL against any and all liabilities or claims arising out of this engagement for such taxes including interest and penalties by any such Tax Authority may assess or levy against the Board / Service Provider.

SECTION-C
GENERAL CONDITIONS OF CONTRACT (GCC)

1.APPLICATION

- 1.1. The General Conditions of Contract incorporated in this section shall be applicable for this section to the extent the same are not superseded by the Special Conditions of Contract

2.SCOPE OF WORK:

- 2.1. HLL is operating a poly Clinic and Medical laboratory under the brand name “Hindlabs”, at TRIDA complex opposite Trivandrum Medical College (hereinafter known as “Hindlabs Trida”) This facility provides various diagnostics services like Biochemistry, Hematology, Serology, Clinical Pathology, Microbiology & Special Tests, X-Ray, USG, Fetal Medicine, Cardiology, Neuro lab, Physiotherapy and dental. This polyclinic was established in 2016 and providing impeccable quality services to general public at cost effective rates.
- 2.2. HINDLABS Trida, has been operational since 2016, have obtained NABL accreditation for four departments (Clinical Biochemistry, Clinical Pathology, Hematology and Microbiology and Infectious serology) and 104 parameters are there within the NABL scope. The equipment at Hindlabs Trida are being regularly calibrated as per NABL standards .
- 2.3. Through this e-tender, HLL intends to identify and engage a NABL accredited agency for the equipment that are due for calibration at Hindlabs Trida in accordance with NABL guidelines and other applicable standards and guidelines.

Equipment list

SI No	List of equipment	Total number
1	INCUBATOR	2
2	HOT AIR OVEN	1
3	AUTOCLAVE	2
4	BIOSAFETY CABINET	1
5	LAMINAR AIR FLOW	1
6	WEIGHING BALANCE	2
7	REFRIGERATOR	11
8	CENTRIFUGE	6
9	WATERBATH	2
10	VDRL SHAKER	1
11	BLOOD MIXER	1
12	MICROSCOPE	3
13	PIPETTES	13
14	DIGITAL THERMOMETER	13
15	ANALOG THERMOMETER	4
16	THERMOHYGROMETER	8
17	PH METER	1
18	DEEP FREEZER	1
19	NEEDLE CUTTER	1

- 2.4. The scope of work of the agency will include calibration of above listed functional equipment for NABL audit purpose.
- 2.5. The agency shall also be responsible for rectification of any problems (which adversely affect the routine functioning of the machines) identified during the calibration process and make these machines properly functional and calibrated so that the facility meets the guidelines of NABL and ISO 15189:2022.
- 2.6. The agency must provide all services with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and any other service informed by HLL through Notification of award and its subsequent addendums.
- 2.7. Test equipment used for calibration should be of NABH / NABL /ISO standard.
- 2.8. The equipment should be calibrated at our site. However, if any equipment which requires calibration at agency's facility, then the cost should be borne by the agency and shall take these machines with proper documentation and shall return the same within stipulated timeline and requires acceptance from the end user.
- 2.9. All essential parameters in compliance with ISO15189: 2022 for NABL accreditation shall be covered for all equipment. For eg. In case of Biosafety Cabinet, the parameter like HEPA filter leak test, inflow velocity test, Down flow velocity test, Airflow pattern test. Light test and Noise test shall be done.
- 2.10. It is the responsibility of the agency to ensure that the equipment are safely handled during the calibration process. No damage or repair to any of the equipment/instruments shall be caused during/out of the calibration process. If any damage occurs, the service provider shall be responsible for the repair / replacement of the same to the satisfaction of the competent authority at their own risk and cost.
- 2.11. The entire scope of work shall be completed within 3 weeks from the issue of Notification of Award. Calibration report as per NABL required format should be submitted within 7 days of completion of work.
- 2.12. If incase, at the time of NABL audit, any issue due to calibration is identified, it shall be the responsibility of the calibration agency to rectify the same at no additional cost.

3. NOTIFICATION OF AWARD:

- 3.1. Successful participant after evaluation of financial bid will be notified through a Notification of Award issued by HLL.
- 3.2. The selected participant has to submit performance security as specified in this TENDER/ NoA.

4. DURATION OF ENGAGEMENT

- 4.1. All the services under the scope of work of agency as detailed in this document must be completed within 4 weeks of notification of award.

5. PERFORMANCE SECURITY

- 5.1. The selected Service Provider has to submit an irrevocable and

unconditional Performance guarantee (3 % of the contract value or as mentioned in notification of award) in the form of Bank Guarantee in the format provided by HLL. The bank guarantee amount will be informed at the time of issuing Notification of Award (NoA). Until such time the Performance Security is provided by the Service Provider 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 Service Provider. No interest shall be payable by the HLL against the Performance Security. The performance security shall be valid for one year or until the successful completion of NABL audit of Hindlabs Trida, whichever is earlier.

5.2. Appropriation of Performance Security

At the time of NABL audit, if any issue arises due to the calibration of the machines, the service provider shall be responsible and HLL have all rights to appropriate the performance security. Also Incase of nonperformance of scope of work, peroformacne security will be appropriated.

5.3. Release of Performance Security

The Performance Security shall remain in force and effect for extra 90 days exceeding the entire period of the Agreement, shall be released after 180 (One eighty) days of Transfer Date in accordance with the Agreement with Service Provider.

6. GENERAL TERMS

- 6.1. In case of Service provider not having the required clearances or licenses at any point during the agreement, the agreement shall be terminated with immediate effect under risk and cost of the Service provider and without any financial repercussions to HLL and any pending work will be arranged from alternate sources at the risk and cost of Service provider.
- 6.2. The Service provider is required to ensure that suitably qualified and experienced sufficient number of persons are employed with staggering duty timings etc. so that facilities will remain available during normal working hours as well as beyond depending on the need.
- 6.3. All medico legal cases and whatsoever cases (civil or criminal or in any forums) that may arise during the execution of this project shall be the sole responsibility and cost of the Service Provider.
- 6.4. The Service Provider shall comply with all rules and regulations regarding safety and security of its employees and HLL will in no way be responsible in any manner in case of any mishap to its personnel.
- 6.5. The service provider shall ensure that all the regulatory requirements are fully complied
- 6.6. All legal & statutory compliances would be the responsibility of the Service Provider. Liability towards the legal issues whatsoever that may arise out of the scope of work under this project shall remain with the Service Provider. The Service Provider shall maintain confidentiality of medical records and shall make adequate arrangements for cyber security.
- 6.7. Continuous training of the manpower deployed for this project would be the responsibility of the Service Provider so that the employees are able to

perform the work with the best professional competence.

7.FINANCIAL QUOTE

- 7.1. The financial offer quoted by the bidder should be final inclusive of all services and cost etc.
- 7.2. The total cost quoted by the bidder shall be the deciding factor and the bidder quoting the lowest rate (L1 As per BoQ) will be engaged as the calibration agency, provided other pre-qualification criteria are met.

8.TAXES AND DUTIES

- 8.1. The Service Provider shall be entirely responsible for all taxes, duties, fees, levies etc. incurred for the services provided to HLL.
- 8.2. Further instruction, if any, shall be as provided in the SCC.

9.TERMS AND MODE OF PAYMENT

- 9.1. No advance payment will be done by HLL. Agency must complete the services under the scope of work to the satisfaction of HLL and raise invoice in accordance with the financial quote. If found satisfactory, HLL will verify the invoice and payment will be done within 30days of receipt of such invoice.
- 9.2. HLL shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Service Provider 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 through mutual discussions. Any exercise by the HLL under this section shall not entitle the Service Provider to delay or withhold the services to be rendered as per the contract.
- 9.3. All payments agreed to be made by the HLL to the Service Provider in accordance with the Services shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The Service Provider shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under the contract.
- 9.4. All payments agreed to be made by the HLL to the Service Provider in accordance with the Services shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The Service Provider shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this agreement. The Service Provider shall not claim any interest on payments under the contract.
- 9.5. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Service Provider at rates as notified from time to time.
- 9.6. The payment shall be made in Indian Rupees.
- 9.7. The Service Provider shall send its claim/invoice for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.

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

10. DELAY IN THE SERVICE PROVIDER'S PERFORMANCE

- 10.1. The Service Provider shall perform the services under the contract within the time schedule specified by the HLL in the List of Requirements and as incorporated in the scope of work of the tender document.
- 10.2. Any unexcused delay by the Service Provider in maintaining its contractual obligations towards the performance of services, the Service Provider will be liable to any or all of the following sanctions:
- (i) Imposition of liquidated damages and penalties or
 - (ii) Forfeiture of its performance security
 - (iii) Termination of the contract for default and
 - (iv) Applicability of risk and cost, if situation demands.
- 10.3. If at any time during the currency of the contract, the Service Provider encounters conditions hindering timely performance of services, the Service Provider shall promptly inform the HLL in writing about the same and its likely duration and make a request to the HLL for extension of the delivery schedule accordingly. On receiving the Service Provider's communication, the HLL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of Service Provider's contractual obligations by issuing an amendment to the contract.
- 10.4. When the period of execution is extended due to unexcused delay by the Service Provider, the amendment letter extending the delivery period shall, interlaid contain the following conditions:
- (a) The HLL shall recover from the Service Provider, liquidated damages on the services, which the Service Provider has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of applicable taxes or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - (c) But nevertheless, the HLL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of applicable taxes or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

11. LIQUIDATED DAMAGES

- 11.1. If the Service Provider fails to perform the services within the time frame(s) incorporated in the contract, the HLL shall, without prejudice to other rights and remedies available to the HLL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price or actual liability of the HLL due to delayed supply of goods and/or services/ or total performance of the Service Provider, whichever is higher. Once the maximum is reached HLL may consider termination of the contract.

12. TERMINATION FOR DEFAULT

- 12.1. 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 Service Provider, terminate the contract in whole or in part, if the Service Provider 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. Before issue of such notice, HLL will give sufficient communications to Service Provider regarding the nature of default and provide opportunity to the strategy partner to take remedial actions and make good the damages caused to their actions.
- 12.2. In the event of the HLL terminates the contract in whole or in part HLL may avail services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Service Provider shall be liable to the HLL for the extra expenditure, if any, incurred by the HLL for arranging such service. Unless otherwise instructed by HLL, the Service Provider shall continue to perform the contract to the extent not terminated.
- 12.3. This Contract stands cancelled, if the agreement between HLL and client for this service is terminated.

13. GOVERNING LANGUAGE

- 13.1. The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

14. NOTICES

- 14.1. Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 14.2. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

15. RESOLUTION OF DISPUTES

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

16. APPLICABLE LAW

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

17. SPECIAL INSTRUCTIONS

- 17.1. The bidder shall visit the proposed sites before quoting for the work and also take their own assessments before quoting of bids.
- 17.2. The HLL should be immediately informed for any discrepancy in specifications and instructions in the execution of job before actual execution of particular item having discrepancy.
- 17.3. The schedule of activities as submitted by the Service Provider shall have to be strictly adhered to. Regular progress reports shall have to be submitted by the Service Provider giving all details for monitoring of the schedule.
- 17.4. The Service Provider shall comply with proper and legal orders and directions of the consignee hospitals and abide by their rule and regulations and pay all fees and charges which he may be liable.

SECTION -D

SPECIAL CONDITIONS OF CONTRACT (SCC)

NIL

SECTION- E

ELIGIBILITY CRITERIA

A. ELIGIBILITY CRITERIA

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

1. The participants in the tender should be Company which could be a sole provider/ Partnership Co/ LLP/ Private Ltd / Public Ltd by shares.
2. Participating entities should have minimum average annual turnover of Rs. 1.00 Lakhs during last 3 financial years. (FYs 2021-22, 2022-23, 2023-24).
3. Only those bidders / laboratories who have valid NABL Accreditation for calibration works are eligible to participate. Certificate copy has to be submitted
4. Scope of accreditation of Calibration agency should include all the equipment under this tender.
5. The bidder should have experience of having successfully completed similar work during last 3 years. Documentary proof is to be submitted. Similar work means calibration of equipment of organization of repute such as Central Government Department/State Government Depart/Central Autonomous body. Documentary evidence in form of Certificates from clients/ Work order copies specifying the work and the amount of contract should be submitted along the offer.
6. Bidders must have done at least three calibration works for the tendered items or similar in the last Three years to any Central/ State Govt. organization, Semi Govt., PSU, and reputed private organizations Self-attested copies of order/ satisfactory completion certificates received from such organizations for the quoted items or items of higher specifications should be submitted
7. Scanned copy of audited Balance sheet for the last 3 financial years.
8. Scanned certified copy of annual turnover and copy of ITR for the last 3 financial years.
9. 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 can't participate in this tender during the period of de-recognition / debarment/ Banned/blacklisted.
10. 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. Documents to be submitted as part of Technical Bid

1. Tender document fee & EMD Payment details
2. Authenticated copy of the certificates of incorporation/registration of the organization
3. Copy of GST registration certificate and PAN Card / Exemption certificate from Income Tax Department
4. Power of attorney for signatory of tender in Rs.200 stamp paper duly notarized
5. Certificate issued by Statutory Auditor/CA for Turnover (As per Annexure) for last three financial years with Unique Document Identifier Number (UDIN).
6. Proof of experience in carrying out atleast one similar work in (similar type of assignment / service) during last three years – Work order copies/ client certificates.
7. Photocopy of valid current Authorization certificate from NABL along with certificate of Excellence (if any) should also be submitted. Traceability certificates as applicable shall be furnished.
8. Udyam registration details for MSE Vendors
9. DPIIT Certificate for Startups
10. ANNEXURE-1 BID FORM
11. ANNEXURE-2 CATEGORY DETAILS OF ORGANIZATION
12. ANNEXURE-3 SELF DECLARATION – MAKE IN INDIA PREFERENCE
13. ANNEXURE-4 - SELF DECLARATION – COMPLIANCE TO RULE 144 (XI) OF GFR 2017
14. ANNEXURE-7 - SELF-DECLARATION NON BLACKLISTED
15. ANNEXURE-8 - SIGNED INTEGRITY PACT AGREEMENT

SECTION F - ANNEXURES

ANNEXURE-1

BID FORM

(To be submitted in the letter pad of the firm indicating full name and address, telephone & fax numbers etc.)

To

**Associate Vice President (HCS)i/c
HLL Lifecare Limited HLL Bhavan, Poojappura
Thiruvananthapuram-695012Kerala, India
Tel: +91 471 2354949
Email- hcstenders@lifecarehll.com**

Tender Ref. No.

We, the undersigned, have examined the above-mentioned Tender 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 List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of the required amount in an acceptable form in terms of GCC clauses, read with modification, if any, in SCC, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the ITB clause 8, 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 hereby agree to all terms and conditions of the tender enquiry document and its amendments.

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

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

ANNEXURE-2

CATEGORY DETAILS OF ORGANIZATION

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

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

*The Udyam Registration no of the bidder

.....

(Self-attested copy of Udyog Aadhar / Udyam Registration certificate should be submitted alongwith the technical bid)

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation: Address:

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

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

We,

.....
.....
.....

(Include name and address of the bidder)

Hereby declare that we are eligible to bid for the Tender:

.....

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

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

Date:

Place:

Signature of the Bidder:

Name with seal:

Designation:

Address:

ANNEXURE-6
PERFORMANCE STATEMENT

(For the period of last three years)

Tender Reference No. : _____
Name and address of Bidder : _____
Country of origin, Name and address
of the bidder : _____

Sl. No	Client Details & Contact Number	Work Order Number	Description of Service Provided	Order Value (Rs.)	Period of Execution	Number of laboratories / imaging centers	Remarks

Date:

Signature and seal of the Bidder

NB: Satisfactory performance certificate from clients to be enclosed

ANNEXURE-7
SELF-DECLARATION NON BLACK LISTED

To,

**Associate Vice President (HCS)i/c
HLL Lifecare Limited HLL Bhavan, Poojappura
Thiruvananthapuram-695012Kerala, India
Tel: +91 471 2354949
Email- hcstenders@lifecarehll.com**

Dear Sir,

This is to certify that our company or its directors are not presently de-recognized/debarred/banned/blacklisted by any State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and firm/Directors are not convicted by any court of law for any illegal activities.

Date:

Place:

Signature:

Name:

Designation:

Seal: