



# **E-TENDER DOCUMENT**

## **FOR**

SELECTION OF NABL ACCREDITED LABORATORIES FOR PERFORMING INTER-LABORATORY COMPARISON (ILC) OF SAMPLES FOR HINDLABS DIAGNOSTIC CENTRE & SPECIALTY CLINIC, THIRUVANANTHAPURAM, KERALA.

Tender No: HLL/CHO/PS/HCS/2024-25/TENDER 10 Dt: 08.01.2025

# **E** - Tendering



# PROCUREMENT SERVICES DIVISION HLL Lifecare Limited

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





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# **NOTICE INVITING TENDER (NIT)**

IFB No: HLL/CHO/SD/HCS/2024-25/TENDER 10

08.01.2025

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

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No	Particulars	Description	
1	Name of Item/Work	For performing Inter-Laboratory-Comparison (ILC) of samples for HINDLABS DIAGNOSTIC CENTRE &SPECIALTY CLINIC, Thiruvananthapuram, Kerala	
2	Location of Delivery/Work	HINDLABS DIAGNOSTIC CENTRE &SPECIALTY CLINIC, Thiruvananthapuram, Kerala	
3	Bid Security/EMD	Rs.10,000.00 (INR Ten thousand only)	
4	Bid submission fee/Tender fee	Rs. 1500.00	
5	Period of completion	15 days from the date of Letter of Intent /Notification of Award / Purchase order	
6	Price Validity	Two (02) years from opening of Price Bid	
7	Eligibility criteria for Bidders	As per Tender document	
8	Date and Time of Pre-Bid Meeting	10-01-2025 at 11:00AM Hrs Online Meeting link : meet.google.com/dzk-mgnm-cys	
9	Last date and time for online submission of online bids	18-01-2025 at 15:00 hrs	
10	Date and time of opening of e- tender	19-01-2025 at 15:00 hrs	
11	HLL A/c Details for payment of Tender Fees and EMD (Payment mode: NEFT/RTGS)	Name of Bank: HDFC BANK A/c number: 09960330000108 IFSC Code: HDFC0000996 Branch name: Pattom, Thiruvananthapuram	
12	Address for Communication at HLL regarding the tender	Vice President (PS) & Group Head (HCS) HLL Lifecare Limited Corporate & Regd Office, HLL Bhavan, Poojappura, Thiruvananthapuram-695012 Kerala, India Tel: 0471- 2775600, 2775573	





## **GENERAL INSTRUCTIONS TO BIDDERS**

- 1. This tender is an e-Tender and is being published online in Government eProcurement portal, <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
- 2. Bid documents including the Bill of Quantities (BOQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. https://etenders.gov.in/eprocure/app.
- 3. The tender and its corrigendum/extension will also be published in our company website, URL address: http://www.lifecarehll.com/tender.
- 4. The tendering process is done online only at Government eProcurement portal (URL address: https://etenders.gov.in/eprocure/app). Aspiring bidders may download and go through the tender document.
- 5. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
- 6. The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and shall be rejected.
- 7. Bidders are advised to go through "Bidder Manual Kit", "System Settings" & "FAQ" links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
- 8. Bidders are advised to visit CPPP website <a href="https://etenders.gov.in">https://etenders.gov.in</a> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
- 9. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.
  - 9.1 Registration
  - a) Bidders are required to register in the Government e-procurement portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home page after log in to the CPP Portal (URL: <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>), by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
  - b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
  - c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
  - d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class II or above digital certificate or above with both signing





and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - https://etenders.gov.in/eprocure/app for more details.

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

## 9.2 Searching for Tender Documents

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

## 9.3 Preparation of Bid

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.





- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.
- 10. More information useful for submitting online bids on the CPP Portal may be obtained at <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
- 11. Tenderer are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
- 12. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -

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

- 13. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.
- 14. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:

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

15. The bids shall be opened online at the **Office of the Vice President (PS) & Group Head (HCS)** in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working





day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

- 16. More details can be had from the Office of the Senior Manager (Procurement Services) during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
- 17. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

#### 18. Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>).
- ii. Pre-bid meeting: 10 January 2025, 11:00 AM through online mode : Google Meet : meet.google.com/dzk-mgnm-cys
- iii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>) and HLL website (URL address: <a href="http://www.lifecarehll.com/tender">http://www.lifecarehll.com/tender</a>) and shall not be available elsewhere.
- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid
- vi. Opening of Financial Bids: Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

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

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

 Name of Bank
 :
 HDFC BANK

 A/c number
 :
 00630330000563

 IFSC Code
 :
 HDFC0000063

Branch name : VAZHUTHACAUD, THIRUVANANTHAPURAM

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





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

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

## 26. Submission Process:

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

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

Vice President (PS) & Group Head (HCS)





## **INSTRUCTIONS TO THE BIDDERS (ITB)**

## Section 1

## I. COMPANY BACKGROUND:

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

## II. <u>DEPARTMENT BACKGROUND - HCS</u>

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

Healthcare is one of the foremost needs of the human race, but spiralling cost of all its verticals, especially high-tech diagnostic processes and services, has put much of it beyond the reach of large sections of society. It is in such a scenario that HINDLABS ushered in a much wanted welcome Relief to Millions of people in their healthcare needs, which has been in progress for over a decade and half now.

The enterprise was set up in 2008 by HLL Lifecare Ltd, a Govt. of India Mini Ratna enterprise of 55 years, with the core objective of providing people the best possible medical diagnostic services at the most inexpensive rates. From a single Diagnostic Lab at the onset, to an extensive network covering 4000 and more hospitals and 283 standalone centers across India, today HINDLABS has truly covered tremendous ground and established itself as one of the largest and most preferred healthcare service chains, pan India. A large army of thorough and dedicated healthcare professionals empowered with the most advanced and sophisticated equipment deliver impeccable service to more than 30000 needy people every single day. HINDLABS has till date carried out nearly 113 million diagnostic tests impacting 43 million beneficiaries, and in the process has admirably accumulated a whopping Rs 10,000 million in savings when compared to market rates.

HINDLABS, managed by the Healthcare Services Division (HCS) of HLL, is spread over 13 states of India. The business verticals of HCS division; HINDLABS Medical Laboratory, HINDLABS Medical Imaging and HINDLABS Polyclinics, Tele-radiology Services have been on a highly impressive growth track from their very inception. Besides its major strengths such as affordable pricing, fully automated NABL accredited labs and equipments, and supremely skilled manpower, HINDLABS has also garnered critical experience in large projects with various State Governments and the National Health Mission.





HINDLABS DIAGNOSTIC CENTRE &SPECIALTY CLINIC Thiruvananthapuram is a polyclinic and have obtained NABL accredition for four departments- Clinical biochemistry, Clinical Pathology, Hematology, Microbiology and infectious disease serology. 104 parameters are within NABL scope.

As per NABL guidelines ILC is required to compare test value done at your lab with other laboratory to check performance and evolution. Accordingly it is mandatory for HINDLABS to participate in an inter-laboratory comparison programme appropriate to the examination and interpretations of examination results. HINDLABS monitors the results of inter-laboratory comparison program and participate in the implementation of corrective actions when predetermined performance criteria are not fulfilled.

As part of this ILC, samples are being sent to an NABL accredited laboratory for testing the parameters which are included in the NABL Scope.

## **TENDER DETAILS**

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from the eligible, competent and experienced NABL accredited Labs for inter lab comparison (ILC) proficiency testing of **HINDLABS DIAGNOSTIC CENTRE &SPECIALTY CLINIC** Thiruvananthapuram, Kerala for a period of two years.

## IV. SCOPE OF SERVICE

The Laboratories selected for ILC shall carry out the following:

- 1. Shall collect the samples for ILC from **HINDLABS DIAGNOSTIC CENTRE &SPECIALTY CLINIC** Thiruvananthapuram within 2 hours as per our requirement during day time.
- 2. Shall ensure the transportation of samples from HINDLABS TRIDA Thiruvananthapuram to the testing labs are done safely and under the required temperature so that the samples shall meet the quality requirements for acceptance and testing.
- 3. Shall be able to perform tests as per the test menu in Annexure-01.
- 4. Post sample collection, reports shall be delivered within 24 hours.
- 5. Shall provide the QC data as per HLL"s requirements.

## Section 2:

## 1. ELIGIBLE BIDDERS

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

- 1.1. Bidder should be a NABL accredited laboratory and a company registered under the Companies Act and should have been incorporated for minimum 5 years as on date of bid submission.
- 1.2. Average Annual Turnover of Rs.1 Crore or above during the last 3 financial years. Audited Balance sheet or CA certificate for Turnover should be submitted.
- 1.3. The bidder should have NABL accredited clinical laboratory in Thiruvananthapuram or nearby districts.
- 1.4. Lab should be NABL accredited with the scope which includes (Clinical Biochemistry, Clinical pathology, Haematology and Microbiology and infectious disease serology).
- 1.5. The Bidder should not have been debarred or blacklisted by any Central / State Government Departments of India.
- 1.6. The Bidder should have enrolled for EQAS program. Proof for enrolment and details of EQAS agency to be submitted.





- 1.7. The Bidder should have facility to collect samples from **HINDLABS DIAGNOSTIC CENTRE & SPECIALTY CLINIC** Thiruvananthapuram.
- 1.8. Bidder should not be blacklisted by Central Govt./ any State or UT Govt./ PSU in India as on date of submission of bid. Declaration mentioning that the bidder is not blacklisted shall be submitted in company letterhead.
- 1.9. Bidder should have fully automated analyser for performing hematology, biochemistry, immunoassay and serology tests. The list of equipment with make, model number, date of purchase etc. with photographs shall be submitted along with the technical bid.
- 1.10. Bidder has to quote for all the items mentioned in Annexure 1.
- 1.11. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
- 1.12. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.
- 1.13. All the documents as mentioned above should be submitted with signature and seal as part of technical bid of tender.
- 1.14. (a) Bidder who has been de-recognized/debarred/banned/blacklisted by any other State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law due to (i) quality failure of the drug(s) supplied (NSQ/ Spurious/ Adulterated/ Misbranded etc.) (ii) Submission of fake or forged documents (iii) Submission of incorrect information / Suppression of vital information & facts can't participate in the tender during the period of de-recognition / debarment/ Banned/blacklisted. Bidder / manufacturing unit which has been de-recognized/ debarred/banned/blacklisted by State Medical Corporation for any reasons can't participate in the tender during the period of de-recognition/debarment/banned.
- (b) Any bidder who has been convicted by a competent court of law for supplying (NSQ/Spurious/Adulterated/Misbranded etc.) drugs within a period of last 3 years from the date of floating of tender shall not be eligible to participate in the tender.

## 2. COST OF BIDDING

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

## 3. GETTING INFORMATION FROM WEB PORTAL

- 3.1. All prospective bidders are expected to see all information regarding submission of bid for the Work published in the e tender website during the period from the date of publication of NIT for the Work and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.
- 3.2. All bids shall be submitted online on the Government e-procurement portal only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids





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

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

## 4. BIDDING DOCUMENTS

4.1. Content of Bidding Documents

The bidding documents shall consist of the following unless otherwise specified

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

# 5. CLARIFICATION OF BIDDING DOCUMENTS

- 5.1. A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 AM and 5 PM.
- 5.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may affect the required modification and publish them in the website through corrigendum.
- 5.3. A Pre bid meeting is scheduled on 10.01.2025, where bidders are expected to attend meeting in ONLINE MODE and seek clarifications if any. Those who are interested to take part in the pre bid meeting, may submit their request for the same in the below mentioned mail ID's <a href="mailto:sdhcssouth@lifecarehll.com">sdhcssouth@lifecarehll.com</a> and <a href="mailto:sajeevkumarts@lifecarehll.com">sajeevkumarts@lifecarehll.com</a>. The link of the online meeting shall be shared to all the vendors who have submitted their request.

#### 6. AMENDMENT TO BIDDING DOCUMENTS

- 6.1. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.
- 6.2. Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.
- 6.3. If the addendum thus published does involves major changes in the scope of work, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of





bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the addendum published.

## 7. PREPARATION OF BIDS

## 7.1 Language of the Bid

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

## 7.2. Documents to be submitted along with the Technical Bid

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

- I. List of Tests as per Annexure 1
- II. Self-Declaration as per Annexure 2
- III. Bid form as per Annexure 3
- IV. Under taking letter for replacement of complaint/defective goods as per Annexure-4
- V. Duly filled, signed and sealed Annexure 5 Indemnity Certificate
- VI. Duly filled, signed and sealed Annexure 6 Performance Bank Guarantee Format
- VII. Annexure 7 Category details of organization, in case of MSME / MSE, If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012."
- VIII. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.
- IX. Copy of GST Certificate (self attested copy)
- X. Copy of Non Conviction certificate (Self declaration).
- XI. Copy of Permanent Account Number (Self–attested Copy)
- XII. Certificate of incorporation and associated documents like Article of Association and Memorandum of Association/Partnership deed/HUF etc as applicable. (Self–attested Copy).
- XIII. Under taking letter for replacement of complaint/defective goods as per Annexure-3.
- XIV. Documentary proof for establishing the average annual turnover having a minimum average annual turnover of Rs.1 Crore (Rupees One Crore only) during the last three years i.e. 2021-2022, 2022-23 and 2023-2024.

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

7.2.2. 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.

## 7.3. Bid Prices

- 7.3.1. The Bidder shall bid as described in the Bill of Quantities.
- 7.3.2. The rates quoted by the Bidder shall include cost of all materials, freight charges, GST or any other tax etc.
- 7.3.3. The rates and prices quoted by the bidder shall remain firm during the entire period of contract.
- 7.3.4. The bidder has to quote for all the items mentioned in Annexure-1 as per the BOQ document to be considered as responsive.

# 7.4. Currencies of Bid and Payment

7.4.1. 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. SUBMISSION OF BIDS

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

The tender is invited in <u>3 Envelope system</u> from the registered and eligible firms at CPP Portal.

Pre-qualification Criteria for bidders: Following **3 envelopes** shall be submitted online at CPP-portal by the bidder.

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

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

 Name of Bank
 :
 HDFC BANK

 A/c number
 :
 00630330000563

 IFSC Code
 :
 HDFC0000063

Branch name : Vazhuthacaud Thiruvananthapuram

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

## **NOTE**

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

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

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

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

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the





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

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

- (i) The Unit basic price for testing including all costs.
- (ii) GST as applicable in Value (Note that in the BOQ format value of applicable GST can only be entered).
- (iii) The total unit cost in figure and words. The total unit price will be the basis for evaluation. Note that this will be automatically updated in the BOQ.
- (iv) Prices shall be quoted in Indian Rupees.

The party bidding the **LOWEST TOTAL RATE** will be selected as L1 Party and awarded the contract.

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

## 9. Deadline for Submission of the Bids

- 9.1 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).
- 9.2 Modification, Resubmission and Withdrawal of Bids
  - 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.
  - 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.
  - 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.

#### 10. BID OPENING AND EVALUATION

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





## **10.1 Bid Opening Process**

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

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

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

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

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

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

## 10.2. Confidentiality

- 10.2.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.
- 10.2.2. Any effort by a Bidder to influence the Purchaser during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidders' bid.

#### 10.3 Clarification of Bids

- 10.3.1. To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 10.3.2. No Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

## 10.4. Examination of Bids, and Determination of Responsiveness

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





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

A material deviation or reservation is one: -

- which affects in any substantial way the scope, quality, or performance of the Works;
- which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract;
- whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 10.4.3. If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.
- 10.4.4. Non submission of legible or required documents or evidences may render the bid non-responsive.
- 10.4.5. Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 10.4.6. Single tender shall not be opened in the first tender call.

## 10.5. Negotiation on Bids

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

## 11. PRICE VALIDITY

- 11.1 The quoted price shall remain valid for the period of **TWO YEARS (02)** years from the date of opening of the price bid as specified in the NIT. A price bid valid for a shorter period shall be rejected by HLL as non responsive.
- 11.2. In exceptional circumstances, prior to expiry of the original price validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by email. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

## 12. STATUTORY EXEMPTIONS:

- <u>MSME</u> Statutory exemptions as per relevant guidelines shall be applicable for MSE bidders. 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.
- <u>PPP MII</u> 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.





## 13. BID SECURITY (EMD)-

## 13(a)

- i) The Bidder shall furnish, as part of his Bid, a Bid Security for an amount as detailed in the Notice Inviting Tender (NIT). For e-tenders, Bidders shall remit the Bid Security using the payment options NEFT / RTGS to the bank account given in the NIT of this tender document.
- i) Each bid must be accompanied by E.M.D. Any Bid not accompanied by an acceptable Bid Security (EMD) shall be rejected as non-responsive.
- i) 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.
- i) For successful bidders the BID SECURITY (EMD) shall become refundable to the bidder on submission of performance bank guarantee as explained in the Section 18 below.
- i) SSI/MSME units interested in availing exemption from payment of Bid Security should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar. But the Party has to provide Security Deposit, if work is awarded to them.
- i) 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.
- i) In such cases the work shall be rearranged at the risk and cost of the selected bidder
- i) The Bid Security deposited will not carry any interest.

## 14. TENDER PROCESSING FEE

- 14.1 For e-tenders, the mode of remittance of Tender Processing Fee shall be the same as detailed for remitting Bid Security (EMD). For e-tenders, Bidders shall remit the Tender fee using the payment options RTGS / NEFT to the bank account as mentioned in NIT of this tender document.
- 14.2 Any bid not accompanied by the Tender Fee as notified, shall be rejected as nonresponsive.
- 14.3 Tender Fee remitted will not be refunded.

#### 15. ALTERATIONS AND ADDITIONS

- 15.1 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.
- 15.2 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.





#### 16. INDEMNIFICATION CLAUSE

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

#### 17. SECURITY DEPOSIT

- a. Security Deposit is not applicable for this bid.
- b. Failure of the successful Bidder to accept the notification of award within the time frame (15 days from the issue of Notice of award) shall constitute sufficient grounds for the annulment of the award, In which event, the purchaser/owner may call for new bids.

## 18. PERFORMANCE BANK GUARANTEE (PBG)

- a) The successful bidder shall furnish a performance security in the form of a Bank Guarantee issued by a scheduled/nationalized bank in favour of HLL Lifecare Ltd for Rs.10,000.00. (Rupees Ten thousand Only).
- b) The PBG format shall be as per the Annexure 5 to be issued by the successful bidder.
- c) The validity of PBG should be minimum six months more than the date of expiry of the contract, which is 3 years on the date of opening of the price bid as per the Point 11.1 in this ITB. On completion of the validity the PBG will be release without any interest.
- d) This shall be submitted within 15 days (minimum) of receiving of Notice for Award of Contract, failing which HLL shall reserve the right to cancel the contract.
- e) The Performance security shall be liable for forfeiture, wholly or partly, in case of Violation of any of the terms and conditions of the contract and deficiency in service as agreed.

#### 19. FORFEITURE OF PERFORMANCE SECURITY

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

## **20. PAYMENT TERMS**

#### 20.1 No Advance payment shall be given.

100% payment to be released within 45 days after receipt of service, receipt of original invoices and acknowledgement. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

- 20.2 The amount shall be paid by HLL in Indian Rupees.
- 20.3 Acceptance of the payment terms without any qualification shall form part of the technical bid. In case the payment terms are not accepted, the bid is likely to be rejected.
- 20.4 HLL will make payment to supplier towards the GST amount only after the invoice is uploaded by supplier in GST outward return i.e. GSTR-1 and credit of GST is available (reflected in GSTR-2A) to HLL





#### 21. DELIVERY TERMS

The successful bidder shall commence the proposed services within 7 days from the date of issue of LOI/work order by HLL Lifecare Ltd. The successful bidder shall execute a detailed agreement with HLL in the format proposed by HLL within 15 days from the date of issue of HLL's work order along with submission of Performance Security.

#### 22. DELAY IN DELIVERY OF SERVICES

- 22.1 Delivery of the services shall be made by the successful bidder / Contractor in accordance with the time schedule (Turn around Time) prescribed by HLL in the Notice of award/ Letter of Indent / Purchase order. If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely delivery of service, the Contractor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the contractor's time for performance, with or without penalty.
  - If the contractor fails to deliver the full ordered quantity even during extended delivery period, then the Notice of award/ Letter of Indent / Purchase order shall be short-closed.
- 22.2 A delay by the contractor in the performance of its delivery obligations shall render the contractor liable to the imposition of penalty, unless an extension of time is agreed upon between HLL and the bidder for not applying the liquidated damages.
- 22.3 If the contractor fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 2 percent of the delivered price of the delayed Goods or unperformed Services for each day of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed Goods or Services contract price. Service tax as applicable will also be recovered in addition to the liquidated damages. Once the maximum is reached, the Purchaser may consider termination of the Contract. If the Supplier fail to comply with specific packing descriptions or instructions, the loss incurred by the purchaser on this account shall be indemnified by the supplier. However, H.L.L at its sole discretion reserves the right to accept or reject the delivery of materials which are supplied beyond the delivery date as mentioned in the purchase order / Letter of Intent. In the event of H.L.L accepting the delivery of the materials beyond the stipulated delivery date as per the Purchase order / Letter of Intent, penalty as mentioned above would apply.
- 22.4 If L1 defaults (fails to render services on time) then the purchaser reserves the right to purchase the service from L2 or higher bidder or from market at the risk and cost of supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and supplier will be under obligation to pay the same. The purchaser has the right to forfeit the performance security in the event of default. In addition the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

## 23. TAXES AND DUTIES

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





#### 24. INDEMNITY:

The Bidder shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Bidders breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /Bidders.(iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate. The Bidder has to submit the indemnity certificate duly signed and sealed in the format provided in Annexure 6.

## 25. PARALLEL RATE CONTRACTS:

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

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

#### 26. IN CASE OF DEFAULT

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

## **27. RISK PURCHASE**

If L1 or any other parties' defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from L2 or higher bidder or from market at the risk and cost of L1 supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and L1 supplier will be under obligation to pay the same. In addition, the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

#### 28. FORCE MAJEURE

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





#### 29. CLARIFICATIONS ON BIDS

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

#### 30. CONTACTING HLL

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

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

intent/Purchase order without reason whatsoever.

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

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

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

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

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

## 32. EVALUATION AND COMPARISON OF BIDS

- 37.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive.
- 37.2 Price comparison during evaluation will be done on the inclusive rate of all taxes, levies, freight & insurance.

## 33. SETTLEMENT OF DISPUTES

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





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

#### 34. 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.

#### 35. AWARD CRITERIA

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

#### **36. NOTIFICATION OF AWARD**

After completion of evaluation of tender, HLL will notify the successful Bidder. The notification of award/ Letter of Indent/ Purchase order will constitute the formation of the Contract. The supplier shall give acceptance of the Notification of award/Letter of Indent/ Purchase order within 5 days from the date of issue by sending the signed copy of the same failing which, the purchaser shall have the right to cancel the order. The conditions mentioned in the Notification of award/Letter of Indent/ Purchase order will be mutually binding for both the parties and the bidder and the purchaser shall abide by the same.

#### **37. TERMINATION**

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

#### 38. AGREEMENT:

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

#### 39. CORRUPT OR FRAUDULENT PRACTICES





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

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

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





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

## 1. DEFINITIONS

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

#### 2. APPLICATION

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

## 3. STANDARDS

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

## 4. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

#### 5. SUBCONTRACTS

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





#### 6. CONTRACT AMENDMENTS

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

#### 7. PATENT RIGHTS

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

## 8. INSURANCE

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to Warehouse" (Final destinations) on "All Risks" basis including War Risks, Strike and natural calamity.

## 9. CHANGE ORDERS

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

#### 10. ASSIGNMENT

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

## 11. TERMINATION BY DEFAULT

- 11.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;
  - (a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or
  - (b) If the Supplier fails to perform any other obligation(s) under the contract.
- 11.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract till such time.
- 11.3 The purchaser has every right to penalize or hold payment of the Bidder or supplier if at any point of time the Uptime of the machine is not maintained at 95% or above and the service capability is maintained for the printer on a periodic basis.

## 12. TERMINATION FOR INSOLVENCY

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

#### 13. APPLICABLE LAW

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





#### 14. NOTICES

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

#### 15. TAXES AND DUTIES

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

#### 16. PACKING

- 16.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit. Packing shall adhere to conditions stipulated in Technical specification.
- 16.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser





# **Special Conditions of Contract (SCC)**

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

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

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





## **Annexure-01**

Tender: Selection of NABL accredited Laboratory for performing Inter Labs Comparison (ILC) of samples for HINDLABS DIAGNOSTIC CENTRE &SPECIALTY CLINIC Thiruvananthapuram.

Tender No. HLL/CHO/PS/HCS/2024-25/TENDER 10 Dt: 08.01.2025

# **List of Tests**

	LIST OF TESTS				
S.No	Discipline / Group	Materials or Products tested	Component, parameter or characteristic tested / Specific Test Performed / Tests or type of tests performed	Test Method Specification against which tests are performed and / or the techniques / equipment used	
1	CLINICAL BIOCHEMISTRY	EDTA Blood	HbA1C	Immunoturbidimetry	
2	CLINICAL BIOCHEMISTRY	Plasma/Serum	Glucose	Hexokinase	
3	CLINICAL BIOCHEMISTRY	Serum	Albumin	BCG Dye Binding	
4	CLINICAL BIOCHEMISTRY	Serum	Alkaline Phosphatase (ALP)	PNP Hydrolysis Kinetic	
5	CLINICAL BIOCHEMISTRY	SERUM	Alpha fetoprotein	ECLIA	
6	CLINICAL BIOCHEMISTRY	Serum	ALT/SGPT	IFCC Kinetic, without PLP	
7	CLINICAL BIOCHEMISTRY	Serum	Amylase	G7 PNP	
8	CLINICAL BIOCHEMISTRY	Serum	AST/SGOT	IFCC Kinetic, without PLP	
9	CLINICAL BIOCHEMISTRY	Serum	Beta HCG	ECLIA	
10	CLINICAL BIOCHEMISTRY	Serum	Bilirubin - Total	Diazo Dichlorophenyl Diazonium	
11	CLINICAL BIOCHEMISTRY	Serum	Bilirubin-Direct	Diazo Dichlorophenyl Diazonium	
12	CLINICAL BIOCHEMISTRY	Serum	Calcium	ВАРТА	
13	CLINICAL BIOCHEMISTRY	SERUM	CARCINOEMBRYONI C ANTIGEN	ECLIA	
14	CLINICAL BIOCHEMISTRY	Serum	Chloride	ISE-Direct	
15	CLINICAL BIOCHEMISTRY	Serum	Cholesterol-Total	CHOD-PAP Enzymatic	
16	CLINICAL BIOCHEMISTRY	Serum	Cortisol	CLIA	
17	CLINICAL BIOCHEMISTRY	Serum	Creatinine	Jaffe kinetic	
18	CLINICAL BIOCHEMISTRY	SERUM	Follicle stimulating hormone	ECLIA	
19	CLINICAL	Serum	Free T3	ECLIA	
	· · · · · · · · · · · · · · · · · · ·				





	BIOCHEMISTRY			
20	CLINICAL BIOCHEMISTRY	Serum	Free T4	ECLIA
21	CLINICAL BIOCHEMISTRY	Serum	GGT	Enzymatic colorimetric with glutamyl carboxy nitroanilide
22	CLINICAL BIOCHEMISTRY	Serum	HDL Cholesterol	Homogeneous enzymatic(choleslerol esterase and cholesterol oxidase)
23	CLINICAL BIOCHEMISTRY	Serum	IgE	ECLIA
24	CLINICAL BIOCHEMISTRY	Serum	LDL Cholesterol	Homogenous enzymatic(Cholesterol esterase/peroxidase)
25	CLINICAL BIOCHEMISTRY	Serum	Lipase	Enzymatic Colorimetric Assay(glycerol/glutaric acid)
26	CLINICAL BIOCHEMISTRY	SERUM	Luteinizing hormone	ECLIA
27	CLINICAL BIOCHEMISTRY	Serum	Magnesium	Xylidyl blue
28	CLINICAL BIOCHEMISTRY	Serum	Phosphorus	Phosphomolybdate UV
29	CLINICAL BIOCHEMISTRY	Serum	Potassium	ISE-Direct
30	CLINICAL BIOCHEMISTRY	Serum	Sodium	ISE -Direct
31	CLINICAL BIOCHEMISTRY	Serum	Т3	ECLIA
32	CLINICAL BIOCHEMISTRY	Serum	T4	ECLIA
33	CLINICAL BIOCHEMISTRY	SERUM	Testosterone	ECLIA
34	CLINICAL BIOCHEMISTRY	Serum	Total protein	Biuret
35	CLINICAL BIOCHEMISTRY	Serum	Total PSA	ECLIA
36	CLINICAL BIOCHEMISTRY	Serum	Triglycerides	GPO-PAP
37	CLINICAL BIOCHEMISTRY	Serum	TSH	ECLIA
38	CLINICAL BIOCHEMISTRY	Serum	Urea	Urease - Kinetic
39	CLINICAL BIOCHEMISTRY	Serum	Uric acid	Uricase
40	CLINICAL PATHOLOGY	Stool	Occult Blood	Haem test - Non- Benzidine based test
41	CLINICAL PATHOLOGY	Stool	Reducing Substances	Benedict's Method
42	CLINICAL PATHOLOGY	Stool	Stool Routine Examination	Microscopic/Macroscopic





43	CLINICAL PATHOLOGY	Urine	Albumin	Semi automated Reflectance Spectrophotometer/Dip Stick
44	CLINICAL PATHOLOGY	Urine	Bile pigment	Manual/Fouchet's Test
45	CLINICAL PATHOLOGY	Urine	Bile Salts	Manual/Hay's Test
46	CLINICAL PATHOLOGY	Urine	Glucose	Benedict's Method
47	CLINICAL PATHOLOGY	Urine	Ketone Bodies	Rothera's Method
48	CLINICAL PATHOLOGY	Urine	Protein	Heat & Acetic Acid Method
49	CLINICAL PATHOLOGY	Urine	Urine Deposit	Manual Microscopy
50	CLINICAL PATHOLOGY	Urine	Urine R/E- Blood	Semi Automated Reflectance Spectrophotometer/Dipstic k( Peroxidase- oxidization Method)
51	CLINICAL PATHOLOGY	Urine	Urine R/E- Glucose	Semi Automated Reflectance Spectrophotometer/Dipstic k(GOD- POD Method)
52	CLINICAL PATHOLOGY	Urine	Urine R/E- Ketone	Semi Automated Reflectance Spectrophotometer/Dipstic k( Acetoacetic acid and sodium nitroprusside reaction)
53	CLINICAL PATHOLOGY	Urine	Urine R/E- Leucocytes	Semi Automated Reflectance Spectrophotometer/Dipstic k(3- hydroxy 5-pheny pyrrole Method)
54	CLINICAL PATHOLOGY	Urine	Urine R/E- Protein	Semi Automated Reflectance Spectrophotometer/Dipstic k(Protein- error-of- indicator Method)
55	CLINICAL PATHOLOGY	Urine	Urine R/E- Specific Gravity	Semi Automated Reflectance Spectrophotometer/Dipstic k( Hydrogenous Ionogen reaction with pH indicator to give color change)
56	CLINICAL PATHOLOGY	Urine	Urine R/E- Urobilinogen	Semi Automated Reflectance Spectrophotometer/Dipstic k(Urobilino gen and Diazonium produces pink azo dyes in strong acidic





				medium)
57	CLINICAL PATHOLOGY	Urine	Urine R/E-Bilirubin	Semi Automated Reflectance Spectrophotometer/Dipstic k(Direct Bilirubin and Dichlrobenzene diazonium reaction to produce azo dyes)
58	CLINICAL PATHOLOGY	Urine	Urine R/E-pH	pH indicator method
59	CLINICAL PATHOLOGY	Urine	Urobilinogen	Ehrlich's Method
60	HAEMATOLOGY	EDTA Blood	Basophil	Flow cytometry
61	HAEMATOLOGY	EDTA Blood	Eosinophil	Flow cytometry
62	HAEMATOLOGY	EDTA Blood	Erythrocyte Sedimentation Rate(ESR)	Modified Westergren's Method
63	HAEMATOLOGY	EDTA Blood	Haemoglobin	Automated Cell Counter
64	HAEMATOLOGY	EDTA Blood	Lymphocyte	Flow cytometry
65	HAEMATOLOGY	EDTA Blood	Malarial Parasite(Plasmodium species- Falciparum, vivax and malariae)	Microscopy/ Leishman's stain
66	HAEMATOLOGY	EDTA Blood	Malarial Parasite(Plasmodium species- Falciparum, vivax and malariae)	Rapid card test
67	HAEMATOLOGY	EDTA Blood	MCH	Calculated
68	HAEMATOLOGY	EDTA Blood	MCHC	Calculated
69	HAEMATOLOGY	EDTA Blood	MCV	Calculated
70	HAEMATOLOGY	EDTA Blood	Monocyte	Flow cytometry
71	HAEMATOLOGY	EDTA Blood	Neutrophil DC	Flow cytometry
72	HAEMATOLOGY	EDTA Blood	PCV/HCT	Cumulative pulse detection
73	HAEMATOLOGY	EDTA Blood	Peripheral Blood Film (PBF)	Microscopy/ Leishman's stain
74	HAEMATOLOGY	EDTA Blood	Platelet Count	Electrical impedance
75	HAEMATOLOGY	EDTA Blood	RBC count	Electrical impedance
76	HAEMATOLOGY	EDTA Blood	RDW(CV%)	Calculated
77	HAEMATOLOGY	EDTA Blood	Total WBC Count	Automated Cell Counter
78	HAEMATOLOGY	EDTA Blood & Serum	ABO Grouping& Rh Typing	Tube and Slide Agglutination Forward and Reverse
79	HAEMATOLOGY	EDTA Blood & Serum	Reticulocyte count	Microscopy (Stain:Brilliant Cresyl blue)
80	HAEMATOLOGY	URINE	URINE PREGNANCY CARD TEST(HCG TEST)	IMMUNOCHROMATOGR APHY





81	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	All clinical specimens Except blood	Sensitivity	Kirby – Bauer method
82	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Any clinical specimen except blood	Gram Staining	Light Microscopy
83	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Body fluids including Synovial Fluid, Asprate fluid, pleural fluid, Ascitic fluid and bile	Culture and Sensitivity	Culture – Aerobic
84	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Feces	Culture and Sensitivity	Manual
85	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Pus	Culture and Sensitivity	Culture – Aerobic
86	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Serum	ANA Profile	Line immunoassay
87	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Serum	Dengue IgG/IgM	Immunochromatography
88	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Serum	Dengue IgM	ELISA
89	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Serum	Dengue NS1	ELISA
90	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Serum	Dengue NS1	immunochromatography
91	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Serum	HBsAg	ELISA
92	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Serum	HBsAg	Immunochromatography





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93	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Serum	HCV	ELISA
94	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Serum	HCV	Immunochromatography
95	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Serum	Helicobacter pylori IgG	ELISA
96	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Serum	HIV 1 & 2	ELISA
97	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Serum	HIV 1 & 2	Imunochromatography
98	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Serum	HIV 1 & 2 +p24 ag ( 4 dot )	Immunochromatography
99	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Serum	Infectious Mononucleosis Test	Slide haemagglutination
100	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Serum	Leptospira IgM	ELISA
101	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Serum	Leptospira IgM	Immunochromatography
102	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Sputum	Culture and Sensitivity	Culture – Aerobic
103	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Throat Swab	Culture and Sensitivity	Culture – Aerobic
104	MICROBIOLOGY & INFECTIOUS DISEASE SEROLOGY	Urine	Culture and Sensitivity	Culture-Aerobic





## **Annexure-02**

#### **SELF - DECLARATION**

Tender: Selection of NABL accredited Laboratory for performing Inter Labs Comparison (ILC) of samples for HINDLABS DIAGNOSTIC CENTRE &SPECIALTY CLINIC Thiruvananthapuram.

Tender No. HLL/CHO/PS/HCS/2024-25/TENDER 10 Dt: 07.01.2025

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

Dear Sir,

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

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

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

Date:	Signature:
Place:	Name:
	Designation
	Seal.





BID FORM Annexure-03

Ref: Date:

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

Website - www.lifecarehll.com

Dear Sir,

<u>Tender: Selection of NABL accredited Laboratory for performing Inter Labs Comparison (ILC) of samples for HINDLABS DIAGNOSTIC CENTRE & SPECIALTY CLINIC Thiruvananthapuram.</u>

Tender No. HLL/CHO/PS/HCS/2024-25/TENDER 10 Dt: 07.01.2025

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

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

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

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

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

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

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

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

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





## Annexure-04

<u>Tender: Selection of NABL accredited Laboratory for performing Inter Labs Comparison (ILC) of samples for HINDLABS DIAGNOSTIC CENTRE &SPECIALTY CLINIC Thiruvananthapuram.</u>

Tender No. HLL/CHO/PS/HCS/2024-25/TENDER 10 Dt: 07.01.2025

## UNDERTAKING LETTER FOR REPLACEMENT OF COMPLAINT/DEFECTIVE GOODS

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

Dear Sir,

We hereby confirm and assure you, that the products supplied by us will meet all the quality standards and even if any quality complaint arises, we (name----) take the responsibility to take back the complaint batches and replace and deliver fresh batch to HLL stores/ware house free of cost within 30 days.

Signature	
Name	
Designation and Common	Seal
Station	
Date	





**Annexure 05** 

To,

VICE PRESIDENT (PS) & GROUP HEAD (HCS) HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India Tel: 0471- 2775600, 2775573 Website – www.lifecarehll.com

<u>Tender: Selection of NABL accredited Laboratory for performing Inter Labs Comparison (ILC) of samples for HINDLABS DIAGNOSTIC CENTRE & SPECIALTY CLINIC Thiruvananthapuram.</u>

Tender No. HLL/CHO/PS/HCS/2024-25/TENDER 10 Dt: 07.01.2025

## **INDEMNITY CERTIFICATE**

Dear Sir,

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

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





Annexure 06

# <u>Tender: Selection of NABL accredited Laboratory for performing Inter Labs Comparison (ILC) of samples for HINDLABS DIAGNOSTIC CENTRE &SPECIALTY CLINIC Thiruvananthapuram.</u>

Tender No. HLL/CHO/PS/HCS/2024-25/TENDER 10 Dt: 07.01.2025

## **Performance Bank Guarantee Format**

To:			(Name o	f Purchaser)
To: WHEREAS	(Name o	of Supplier)	(hereinafter	called "the
Supplier") has undertaken, in pursuandated	ce of Contract No upply		(Description	of Goods and
Services) (hereinafter called "the Contraction of the Contraction of t	ct").			
<b>AND WHEREAS</b> it has been stipulated I with a Bank Guarantee by a recognized with the Supplier's performance obligation	bank for the sum spec	cified therein	as security fo	
AND WHEREAS we have agreed to give	e the Supplier a Guara	ntee:		
THEREFORE WE hereby affirm that we Supplier, up to a total of	upon your first written t cavil or argument, (Amount of G	Amount of th demand dec any sum or uarantee) as	ne Guarantee laring the Sup r sums withir s aforesaid,	in Words and pplier to be in the limit of without your
This guarantee is valid until the	•		•	
			ure and Seal (	of Guarantors
Date: 20				
Address:				





**Annexure 07** 

Tender: Selection of NABL accredited Laboratory for performing Inter Labs Comparison (ILC) of samples for HINDLABS DIAGNOSTIC CENTRE &SPECIALTY CLINIC Thiruvananthapuram.

Tender No. HLL/CHO/PS/HCS/2024-25/TENDER 10 Dt: 07.01.2025

# **CATEGORY DETAILS OF ORGANIZATION**

SL No.	Description	Yes/No
	*Whether the organization belongs to the MSME category	
	*If yes whether the organization belongs to MSE category	
	*Whether the MSE organization belongs to SC/ST entrepreneur.	
	*Whether the MSE organization belongs to woman entrepreneur.	
	Whether the MSE organization is registered under MSE Type of Enterprise ' <b>Manufacturer</b> '	

entrepreneur.	
Whether the MSE organization is registered under MSE Type of Enterprise 'Manufacturer'	
*Kindly furnish the copies of documents supporting your above claim along Annexure duly filled.	with this
The Udyog Aadhar no of the bidder	
(Self-attested copy of Udyog Aadhar registration certificate should be submitted a the technical bid)	long with
Date: Signature of the Bidder:	
Place:	
Name with seal: Designation: Address:	