

# **E-TENDER DOCUMENT**

**FOR**

**TENDER FOR SUPPLY OF LASER FILM TO HLL DIAGNOSTIC CENTRES ACROSS INDIA WITH / WITHOUT PRINTER INSTALLATION ON NO COST BASIS DURING THE PERIOD OF OPERATION.**

**Tender No: HLL/CHO/SD/HCS/2024-25/TENDER 01 Dt: 18.04.2024**

**E - Tendering**



**SOURCING DIVISION**

**HLL Lifecare Limited**

(A Government of India Enterprise)

Corporate Head Office, Poojappura.P. O,

Thiruvananthapuram – 695012, Kerala, India

Phn: 0471- 2354949 (EXTN – 299 / 328 / 237)

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Thiruvananthapuram – 695012, Kerala, India  
Phn: 0471- 2354949 (EXTN – 299 / 328 / 273)

**NOTICE INVITING TENDER (NIT)**

**IFB No:** HLL/CHO/SD/HCS/2024-25/TENDER 01

**18.04.2024**

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.

SI No	Particulars	Description
1	Name of Item/Work	Supply of Laser Films for HLL Diagnostic Imaging Centres across India with / without printer. The printer shall be installed in each centre on Free of cost basis.
2	Location of Delivery/Work	HLL Diagnostics Imaging Center across India
3	Brief description of Item/Work	Supply of Laser Films
4	Bid Security/EMD	<b>Rs.21,00,000.00 (INR TWENTY ONE LAKHS ONLY)</b>
5	Bid submission fee/Tender fee	<b>Rs. 1500.00</b>
6	Period of completion	15 days from the date of Letter of Intent /Notification of Award/ Purchase order
7	Price Validity	<b>Three (03) years</b> from opening of Price Bid
8	Eligibility criteria for Bidders	As per Tender document
9	Date and Time of Pre-Bid Meeting	<b>25-04-2024 at 11:00AM Hrs</b> Online Meeting link : <a href="https://meet.google.com/was-nzhg-vbn">meet.google.com/was-nzhg-vbn</a>
10	Last date and time for online submission of online bids	<b>09-05-2024 at 15:00 hrs</b>
11	Date and time of opening of e-tender	<b>10-05-2024 at 15:00 hrs</b>
12	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
13	Address for Communication at HLL regarding the tender	Vice President (Sourcing) Sourcing Division HLL Lifecare Limited Corporate & Reg. Office HLL Bhavan, Poojappura, Thiruvananthapuram – 695012

## **GENERAL INSTRUCTIONS TO BIDDERS**

1. This tender is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/e procure/app>
2. Bid documents including the Bill of Quantities (BOQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/e procure/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/e procure/app>). Aspiring bidders may download and go through the tender document.
5. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
6. The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and shall be rejected.
7. Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
8. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
9. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.

### 9.1 Registration

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

- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class II or above digital certificate or above with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e-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/ e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk

## **9.3 Preparation of Bid**

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

- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.
10. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>
11. Tenderer are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
12. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -
- For any technical related queries please call at 24 x 7 Help Desk Number:0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787. Note: - International Bidders are requested to prefix +91 as country code. E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in), Policy Related - [cphp-doe@nic.in](mailto:cphp-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 (Sourcing)**  
**Sourcing Division**  
**HLL Lifecare Ltd.**  
**HLL Bhavan, Poojappura,**  
**Thiruvananthapuram - 695012,**

**Kerala, India**

**Tel: +91 4712354949 (EXT 242 / 272 / 273)**

**Email – [sdhcssouth@lifecarehll.com](mailto:sdhcssouth@lifecarehll.com), [raghulc@lifecarehll.com](mailto:raghulc@lifecarehll.com)**

15. The bids shall be opened online at the **Office of the Vice President (Sourcing)** 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 (Sourcing) during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
17. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

**18. Online Tender Process:**

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
- ii. Pre-bid meeting: 25<sup>th</sup> APRIL 2024, 11:00 AM through online mode :  
**Google Meet : [meet.google.com/was-nzhg-vbn](https://meet.google.com/was-nzhg-vbn)**
- iii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.
- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. Opening of Financial Bids: Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

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

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

<b>Name of Bank</b>	:	<b>HDFC BANK</b>
<b>A/c number</b>	:	<b>00630330000563</b>
<b>IFSC Code</b>	:	<b>HDFC0000063</b>
<b>Branch name</b>	:	<b>VAZHUTHACAUD, THIRUVANANTHAPURAM</b>

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

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

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

26. Submission Process:

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

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

**Vice President (Sourcing)**



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

### **Section 1**

#### **I. COMPANY BACKGROUND:**

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

#### **II. DEPARTMENT BACKGROUND - HCS**

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

#### **III. TENDER DETAILS**

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from the eligible, competent and experienced Suppliers/Dealers/Manufacturers for:

- a) Supply of Laser Films as per the specification mentioned in **Annexure 5**
- b) For supply, installation and maintenance of appropriate Laser film printer as per the specification mentioned in Annexure 5 at HLL Imaging Centres and Diagnostic Labs spread across India on free of cost basis for the period of the contract.
- c) Suppliers must ensure strict compliance to all statutory regulations and quality standards.
- d) A bidder should bid for both the two options as given below:
  - Supply of Laser films without printer
  - Supply of Laser films with installation of printer at no cost during the period of operation.
- e) Accordingly, separate sheets are defined in the BOQ document (Price Bid form for eTender) for bidders to quote separately.
- f) It has to be ensured that the bidder has to opt for both the options as mentioned in Point d above and has to quote accordingly for both options. Otherwise the bid will be considered as incomplete and will be considered as non-responsive.

#### **IV. TECHNICAL SPECIFICATION AND PARAMETER LIST**

The detailed Specification about the Printer and the films is as per Annexure 05 of this tender document.

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

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

The detailed specification and parameter list is given in **Annexure 05**

#### V. **PACKING SPECIFICATION**

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

#### VI. **SUPPLY LOCATION**

Supplies to be made on **DOOR DELIVERY BASIS** to any of the following locations:

1. HLL DIAGNOSTIC LABORATORIES
2. HINDLABS
3. HLL'S CLIENT WHEREIN HLL HAS THE RESPONSIBILITY AS O&M PARTNER

At various locations **PAN INDIA** on **RENTAL BASIS** as per the Purchase order issued by HLL. Bidders may kindly note that the offer submitted for this tender shall be applicable for PAN India basis and the supplier shall supply and install the equipment at the location as required by HLL.

## **Section 2:**

### **1. ELIGIBLE BIDDERS**

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

- 1.1. Only manufacturer(s) or authorized distributor is eligible to bid. Authorization letter from Manufacturer in favour of authorized Agent to bid / negotiate / conclude the order against this tender must be enclosed with technical bid. Original Manufacturers having a minimum average annual turnover of Rs 5 Crores (Rupees Five Crores) during the last three years i.e. 2021-2022, 2022-23 and 2023-2024 (original / provisional) will only be eligible for participation. Authorized agents are also eligible to bid provided their minimum average turnover in the last three years i.e., 2021-2022, 2022-23 and 2023-2024 (original / provisional) is Rs. 1 crore (Rupees One crore only) and their Principal manufacturers meets the eligibility criteria for principal manufacturer as specified above.
- 1.2. **For supply of films of the similar specifications with printer installed on free of cost basis**, the bidder should have minimum 02 (two) years of experience within last five (05) years starting from 01<sup>st</sup> JAN 2019 onwards. The bidder should have done at least one similar project of duration minimum two years of state Government Institutions/Government of India Institutions / Public sector undertaking companies. At least 01 (one) latest satisfactory completion reports must be enclosed with the technical bid for the supply and service for a period of 02 years.
- 1.3. **For supply of Films alone**, at least one satisfactory supply report from any state Government Institutions/Government of India Institutions / Public sector undertaking companies has to be submitted which is within last 02 (Two) years from Jan 01, 2022. Purchase order proof of value totalling to 10 (TEN) Lakhs from the buyer to be submitted along with the bid.
- 1.4. In case of supply of films with installation of printer at no cost, the bidder should have supplied films with printer installed on free of cost basis to at least 30 labs/centres in a single project. In case of supply of films alone the bidder should have supplied to At Least TWO (02) States / Central government PSU / Government Institutions. Declaration in company letter head has to be submitted by the bidder accordingly.
- 1.5. The bidder should have PAN India service capability and the bidder should give a self declaration to this regard. Format for the same is attached as **Annexure 12**.
- 1.6. The Bidder should not have been debarred or blacklisted by any Central / State Government Departments of India.
- 1.7. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature mentioning all the terms & conditions clearly, must be enclosed with the technical bid.
- 1.8. The tenderer shall submit the copy of the tender document and addenda thereto, if any, with each page should be signed and stamped to confirm the acceptance of the entire term & conditions of the tender.
- 1.9. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified. However a Bidder can submit separate BOQ for supply of films with installation of printer at no cost and Supply of films alone.
- 1.10. The bidder should submit free sample of film size 14x17 Inch to be submitted to the tenderer in the address mentioned in point number 14 in Notice Inviting Tender.

- 1.11. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of the GFR, 2017 and any amendments issued thereafter) inclusive of the latest amendments issued by Ministry of Finance, GOI at Annexure 13 of this bidding document. The bidder must comply with all provisions mentioned in this order. A self-declaration as per **Annexure 17** with respect to this order must be submitted.
- 1.12. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.
- 1.13. (a) Bidder/ manufacturer who has been de-recognized/debarred/banned/blacklisted by any other State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law due to (i) quality failure of the drug(s) supplied (NSQ/ Spurious/ Adulterated/ Misbranded etc.) (ii) Submission of fake or forged documents (iii) Submission of incorrect information / Suppression of vital information & facts can't participate in the tender during the period of de-recognition / debarment/ Banned/blacklisted. Bidder / manufacturing unit which has been de-recognized/ debarred/banned/blacklisted by State Medical Corporation for any reasons can't participate in the tender during the period of de-recognition/debarment/banned.  
(b) Any bidder who has been convicted by a competent court of law for supplying (NSQ/ Spurious/ Adulterated/ Misbranded etc.) drugs within a period of last 3 years from the date of floating of tender shall not be eligible to participate in the tender.  
(c) Any bidder who is a distributor/ authorized agent then they should ensure that their Principal manufacturer is not been de-recognized/debarred/banned/blacklisted by any other State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law due to (i) quality failure of the drug(s) supplied (NSQ/ Spurious/ Adulterated/ Misbranded etc.) (ii) Submission of fake or forged documents (iii) Submission of incorrect information / Suppression of vital information & facts can't participate in the tender during the period of de-recognition / debarment/ Banned/blacklisted. Bidder / manufacturing unit which has been de-recognized/ debarred/banned/blacklisted by State Medical Corporation for any reasons can't participate in the tender during the period of de-recognition/debarment/banned.

## 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
  - g. Product List
- 4.2. The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.
  - 4.3. The bidder is expected to examine carefully all instructions, Conditions of Contract, Annexures, Terms, Product List in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

#### **5. CLARIFICATION OF BIDDING DOCUMENTS**

- 5.1. A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 AM and 5 PM.
- 5.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may affect the required modification and publish them in the website through corrigendum.
- 5.3. A Pre bid meeting is scheduled on 23.04.2024, 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 – [sdhcssouth@lifecarehll.com](mailto:sdhcssouth@lifecarehll.com) and [raghulc@lifecarehll.com](mailto:raghulc@lifecarehll.com). 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. Self-Declaration as per Annexure 1
- II. Bid form as per Annexure-2
- III. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.
- IV. Copy of GST Certificate (self attested copy)
- V. Copy of Non Conviction certificate (Self declaration).
- VI. Copy of Permanent Account Number (Self–attested Copy)
- VII. Certificate of incorporation and associated documents like Article of Association and Memorandum of Association/Partnership deed/HUF etc as applicable. (Self–attested Copy).
- VIII. Under taking letter for replacement of complaint/defective goods as per Annexure-3.
- IX. Authorization letter from manufacturer (Original) must be submitted as per Annexure 7.
- X. List of all quoted products offered to HLL as per Annexure 4.
- XI. Documentary proof for establishing the average annual turnover of Original Manufacturers having a minimum average annual turnover of Rs.5 Crores (Rupees Five Crores only) during the last three years i.e. 2021-2022, 2022-23 and 2023-2024. In case of Authorized agents, they must submit the documentary proof for minimum average turnover in the last three years i.e., 2021-2022, 2022-23 and 2023-2024 is Rs. 1 crore (Rupees One crore only) and documentary proof for establishing their Principal manufacturers meets the eligibility criteria for original manufacturer as specified above. In case of bid by authorized agents, manufacturers authorization form must be attached with the bid submitted.
- XII. Annexure 8 - Category details of organization, in case of MSME / MSE, If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.”
- XIII. Annexure 9 - Indemnity Certificate
- XIV. Annexure 12 – Self Declaration on PAN INDIA presence and Service Capability across the country.
- XV. Annexure 13 – Self Declaration stating that the Printer installed is Brand New and the date of manufacture of the printer is less than six (06) months before the Tender Floating date.
- XVI. Annexure 14 - Self Declaration to be submitted for claiming MAKE IN INDIA PREFERENCE.
- XVII. Annexure 17 – Compliance To Rule 144 (XI) of GFR 2017 (Self Declaration)

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. Price comparison during evaluation will be done on the weighted rate inclusive of all taxes, levies, freight & insurance to on door delivery basis HINDLABS / HLL Depot / CFA / any of HLL's client location where in HLL is doing the operations anywhere in India

7.3.5. Rate shall be offered separately for each item as per price schedule. Selection of bidder will be based on the Lowest Weighted Rate quoted for list of items as per Annexure 04.

7.3.6 The bidder has to quote the price of films in both the modes with / without printer installed at no cost basis as per the BOQ document to be considered as responsive.

7.3.7 **DISCOUNT BASED ON PURCHASE VALUE:** The bidder has to provide discount in the form of FREE OF COST (FOC) items to HLL based on the purchase value of films on an annual basis. The criteria for the same is as given below:

SI.No.	ANNUAL PURCHASE VALUE (in INR CR.) for purchase of films	FOC (in %)* to be offered to HLL for the corresponding financial year
01	Equals or exceeds 2 Cr	5%
02	Equals or exceeds 4 Cr	10%

\* **FOC (in %)** – The supplier has to provide films on free of cost basis worth a value of 5% or 10% of the turnover value of purchase of films by HLL for that year depending on the Purchase value as per the above table. The supply of FOC films to be made to HINDLABS centers as per the confirmation from HLL on time to time basis.

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

The tender is invited in **3 Envelope system** from the registered and eligible firms at CPP Portal.

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

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

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

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

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

**NOTE**

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

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

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

**c) 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 of the product including freight Charges for Door delivery basis to HLL Hindlabs across India.
- (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.
- (v) The L1 party shall be considered based on the overall weighted score arrived from the rates quoted for individual items. The weightage considered for scoring will be as given below:



SL NO	ITEM NAME	WEIGHTAGE ON BASIC RATE	(ILLUSTRATIVE) RATE FOR ITEM	(ILLUSTRATIVE) WEIGHTED RATE
1	Laser Film (Size 14"x17")	<b>0.70</b>	75	52.5
2	Laser Film (Size 11"x14")	<b>0.15</b>	60	9
3	Laser Film (Size 10"x12")	<b>0.08</b>	40	3.2
4	Laser Film (Size 10"x8")	<b>0.07</b>	30	2.1
<b>TOTAL RATE</b>			<b>205</b>	<b>66.8</b>

The party bidding the **LOWEST TOTAL WEIGHTED 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. (Envelope – 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 Envelope 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 **THREE YEARS (03)** 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:**

- **MSME** - Statutory exemptions as per relevant guidelines shall be applicable for MSE vendors. However, the preferences with respect to MSME shall not be applicable who are only involved the trading of the product under the scope of this tender.

- **PPP MII** - Preferences for Make in India products / services shall be applicable in line with Government Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments. Self declaration to be submitted to claim MAKE IN INDIA preference.

### **13. BID SECURITY (EMD)-**

#### **13(a)**

- 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.
- 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.
- 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.
- 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.
- 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.
- The Bid Security may be forfeited:
  - 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
  - In the case of the successful Bidder, if the Bidder fails:
    - To sign the Agreement
    - To deliver the material within stipulated time frame as per PO.
    - To accept the Notification of award/Letter of Indent/ Purchase order and/or submit the security deposit.
    - To acknowledge the Notification of award/Letter of Indent/ Purchase order within 5 days from the date of issue by sending the signed copy of the same.
- In such cases the work shall be rearranged at the risk and cost of the selected bidder
- 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 Purchaser 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.21 lakhs. (Rupees twenty one Lakhs Only).
- b. The PBG format shall be as per the Annexure 11 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 enashed.

## **20. PAYMENT TERMS**

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

100% payment to be released within 45 days after receipt of the materials at HLL Warehouses / Diagnostic Labs / Imaging centres, receipt of original invoices and material receipt 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**

Entire items in the PO in full quantity need to be delivered at HLL warehouses / Diagnostic Labs / Imaging centres as mentioned in the HLL Purchase order placed from time to time during the contract period within 10 days from the date of issue of Notification of Award / Letter of Intent / Purchase order by HLL.

## **22. DELAY IN DELIVERY OF GOODS**

- 22.1 Delivery of the Goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Notice of award/ Letter of Intent / Purchase order. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without penalty. If the vendor fails to deliver the full ordered quantity even during extended delivery period, then the Notice of award/ Letter of Intent / Purchase order shall be short-closed.
- 22.2 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier 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 Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each day of delay or part thereof until actual delivery or performance, up to a maximum deduction of 5 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 deliver goods on time) then the purchaser reserves the right to purchase the goods from L2 or higher bidder or from market at the risk and cost of supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and supplier will be under obligation to pay the same. The purchaser has the right to forfeit the performance security 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. SHELF LIFE & PRINTER REQUIREMENTS:**

- The supplies of all products should be from fresh stock only. At the time of receipt of films, they should have the latest manufacturing date with minimum 70% of the shelf life remaining. Products to be supplied should be of standard quality/quantity as per specification.
- UP TIME – The printer UPTIME has to be maintained at 95% of the time of operation. The supplier / Bidder has to ensure this and in case the printer is down for more than 24 hours' time a replacement printer has to be installed for continuous functioning of the facility.
- If fails to do replacement within 24 hours there shall be a penalty of Rs.10000 per day till the actual replacement.
- If any of the installed printer is showing regular breakdowns for more than 5 times in a year then the bidder has to replace the printer with brand new within 2 weeks' time of time after the official intimation from HLL. If fails to do replacement within 2 weeks of HLL's communication, there shall be a penalty of Rs.10000 per day till the actual replacement.

The bidder will be responsible for the following things regarding the printer:

- Installation of the printer and provide Installation report to HLL.
- Validation and necessary calibration required for the printer.
- Post installation, the bidder has to send the application specialist for providing adequate training to the Radiographers
- Ensure that the printer has all protective covering from possible rodent attack and safely secure the printer to avoid a Rodent (Rat / Mice etc) to make damage to the printer after installation. HLL will not be responsible for any Damages due to Rodent attack.
- Bidder has to ensure periodic maintenance and the report has to be submitted to HLL on periodic basis.
- Bidder has to take necessary INSURANCE coverage for the printer so that in case of any reasons the hardware is protected.

## **25. INSPECTION AND TESTS**

25.1 The purchaser reserves the right for conducting pre-shipment inspection by its own personnel or reputed third parties. The selected bidder has to offer the items for inspection in such a manner that it does not affect the delivery schedule.

25.2 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of the Purchaser. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections

and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

- 25.3 The inspections and test may be conducted on the premises of the Supplier or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 25.4 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.
- 25.5 The Purchasers right to inspect, test and, where necessary, reject the Goods' arrival in at any site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods dispatched.

## **26. INDEMNITY:**

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

## **27. SHORT SUPPLY:**

If any shortages of films are detected, then supplier shall be held responsible. In such a case, the supplier will have to submit their written justification for the cause of such shortage of supplies. In such cases the payment towards the supply of the film will be withheld until such a justification in writing is submitted to HLL by the supplier.

## **28. 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.

## **29. 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.

### **30. 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.

### **31. 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.

### **32. GOODS (FILM) REPLACEMENT:**

If goods (Films) are found to be defective during the receipt of the item as per Purchase Order at HLL Diagnostic Laboratories/HINDLABS/HLL's Client wherein HLL has the responsibility as O&M partner, the supplier must replace the quantity free of cost with fresh batch upon demand by HLL.

At locations where HLL have a requirement of printer to be installed on rental basis the supplier has to provide brand new printer and in case of any defects identified for these printers during the receipt of the same the supplier has to do the replacement of the Printer. The supplier has to ensure defect free printer and installation so that the uptime maintenance and replacement is as per conditions mentioned in Point 24 - Shelf Life & Printer Requirements in this tender document.

### **33. 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

### **34. 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.

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

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 intent/Purchase order without reason whatsoever.

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

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

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

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

### **36. PURCHASER'S RIGHT TO ADD or DELETE LOCATIONS AFTER THE TIME OF AWARD**

As per Annexure 6 of this tender document HLL provides the details of labs currently been operated across the country. The Purchaser reserves the right after the time of award of contract to add or delete any of these location/states based on new business establishment of closure of existing establishment of HLL.

### **37. EVALUATION AND COMPARISON OF BIDS**

- 37.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive.
- 37.2 The purchaser's evaluation of a bid will take into account, in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods and price of incidental services, the following factors, in the manner:  
Cost of inland transportation, insurance and other costs incidental to the delivery of goods to HLL Lifecare Ltd Lab / Imaging Centres, anywhere in India.
- 37.3 Price comparison during evaluation will be done on the TOTAL WEIGHTED RATE inclusive of all taxes, levies, freight & insurance to on door delivery basis HLL Diagnostic Labs / Imaging centres / Depot / CFA anywhere in India.
- 37.4 Rate shall be offered separately for Films with installation of printer at no cost and Films alone as per price schedule. Selection of bidder will be based on the lowest total weighted rate for all the items. Separate BOQ sheet is available for films with / Without printer options.
- 37.5 Based on the volume requirement of films the weightage for each film is calculated and mentioned in section 09 of ITB in this document. Accordingly the quoted rate will be calculated and a weighted rate will be consolidated as per BOQ for identifying the L1 party.

### **38. RECALL**

The products/goods must be recalled by the manufacturer/ bidder/ supplier at the manufacturers/ bidder/ suppliers cost if rejected by HLL/ purchaser or end user because of the problems with product quality. The supplier/ bidder/ manufacturer will be obliged to replace the product in question at its own cost with a new machine of acceptable quality.

### **39. SETTLEMENT OF DISPUTES**

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

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

### **40. MAJOR RESPONSIBILITIES OF SUPPLIER**

- a. The suppliers have to supply the goods as per the delivery schedules and quantity mentioned in the Notification of award/ Letter of Indent/ Purchase order. Supplies made shall be in strict conformance with the stipulations of tender specification and the respective Notification of award/ Letter of Indent/ Purchase orders.
- b. The successful bidder has to install brand new suitable Dry Chemistry laser FILM PRINTER with following specification shall be provided free of cost:
  - I. The system must have a dry imager without need of any wet chemistry
  - II. It must be DICOM 3.0 compatible allowing multiple modalities to be connected at a time.
  - III. The system must be able to print at least 60 films/ hr of the largest size
  - IV. The system must deliver its first film within 80 seconds from the request sent
  - V. The imager must have spatial resolution of 500 dpi minimum
  - VI. The system must have contrast resolution of 14 bits/ pixel or more.
  - VII. The system must have at least three online film sizes and should be capable of printing any of the 8" X 10", 10" X 12", 14" X 17" films.
  - VIII. The imager should support daylight loading of films.
  - IX. The printer should have Three (03) Trays for loading of films.
- c. The successful bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Notification of award/ Letter of Indent/ Purchase order.
- d. The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the bidder. The Bidders shall indemnify and hold harmless HLL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the bidder or its personnel except that caused by HLL.

- e. Any product related legal issues shall be handled and connected expenses therewith shall be borne by the bidder/ manufacturer only.
- f. Any product related cases shall be handled and connected expenses therewith shall be borne by the contract manufacturer only
- g. The bidder must undertake to provide the purchaser the consignment number (s) by which the items ordered had been dispatched from their sites, so as to have online/web access to the tracking system of physical movements of the consignments sent through the courier.
- h. The bidder should furnish the details of the **escalation matrix** of both bidder and OEM with telephone numbers and emails.

#### **41. 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.

#### **42. 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.

#### **43. 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.

#### **44. 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.

#### **45. AGREEMENT:**

- a. All bidders who are selected will have 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

## 46. FALL CLAUSE

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

## 47. MRP PRINTING

NOT applicable for this tender

## 48. CORRUPT OR FRAUDULENT PRACTICES

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

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

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, octree etc., incurred until delivery of the contracted Goods to the Purchaser.

#### **16. PACKING**

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

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

#### **17. DELIVERY AND DOCUMENTS**

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



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

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

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

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

**Annexure-01**

**SELF - DECLARATION**

**Tender: Supply of Laser Film to HLL diagnostic centres across India with / without printer installation on no cost basis during the period of operation.**

**Tender No. HLL/CHO/SD/HCS/2024-25/TENDER 01**

To,  
Vice President (Sourcing)  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India  
Tel: +0471 2354949 (EXTN 299 / 328 / 237)  
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:  
Place:

Signature:  
Name:  
Designation:  
Seal:

**BID FORM**

**Annexure-02**

Ref:

Date:

To,  
Vice President (Sourcing)  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India  
Tel: +0471 2354949 (EXTN 299 / 328 / 237)  
Website – [www.lifecarehll.com](http://www.lifecarehll.com)

Dear Sir,

**Tender: Supply of Laser Film to HLL diagnostic centres across India with / without printer installation on no cost basis during the period of operation.**

**Tender No. HLL/CHO/SD/HCS/2024-25/TENDER 01**

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.

We declare that price/ rate offered is for Supply of Laser Films to HLL Imaging Centres / Diagnostic Centers across India, UT and all other related activities.

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-03**

**Tender: Supply of Laser Film to HLL diagnostic centres across India with / without printer installation on no cost basis during the period of operation.**

**Tender No. HLL/CHO/SD/HCS/2024-25/TENDER 01**

**UNDERTAKING LETTER FOR REPLACEMENT OF COMPLAINT/DEFECTIVE GOODS**

To,  
Vice President (Sourcing)  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India  
Tel: +0471 2354949 (EXTN 299 / 328 / 237)  
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-04**

**Tender: Supply of Laser Film to HLL diagnostic centres across India with / without printer installation on no cost basis during the period of operation.**

**Tender No. HLL/CHO/SD/HCS/2024-25/TENDER 01**

**PRODUCT LIST**

**MODE 01 – INCLUDING PRINTER INSTALLED AT EACH LAB ON NO COST BASIS**

SL NO	ITEM NAME	UOM	GST (%) Applicable	PACK SIZE (No of films per pack)	COMPLIANCE WITH SPECIFICATION For FILM & PRINTER	DEVIATON / REMARKS
1	Laser Film (Size 14"x17")	PIECE				
2	Laser Film (Size 11"x14")	PIECE				
3	Laser Film (Size 10"x12")	PIECE				
4	Laser Film (Size 10"x8")	PIECE				

**MODE 02 – WITHOUT PRINTER**

SL NO	ITEM NAME	UOM	GST (%) Applicable	PACK SIZE (No of films per pack)	COMPLIANCE WITH SPECIFICATION	DEVIATON / REMARKS
1	Laser Film (Size 14"x17")	PIECE				
2	Laser Film (Size 11"x14")	PIECE				
3	Laser Film (Size 10"x12")	PIECE				
4	Laser Film (Size 10"x8")	PIECE				

**PRINTER DETAILS:**

SL NO	PRINTER DETAILS	COMPLIANCE WITH SPECIFICATIONS
01	Model number	
02	Time to first film – 14"x17" Film	
03	Spatial resolution	
04	Contrast resolution	
05	Throughput for 14"x17" Film	
06	Power Requirements	

## **ANNEXURE – 05**

**Tender: Supply of Laser Film to HLL diagnostic centres across India with / without printer installation on no cost basis during the period of operation.**

**Tender No. HLL/CHO/SD/HCS/2024-25/TENDER 01**

### **SPECIFICATION OF LASER FILM AND PRINTER**

#### **LASER FILMS**

- a. Dry Laser imaging film
- b. Blue Polyester base film
- c. With Anti sticking property
- d. Extended shelf life (24 months)
- e. With printed virtual notch and smooth edges.

#### **Sizes requirement:**

- i. Laser Film (Size 14"x17" inches)
- ii. Laser Film (Size 11"x14" inches)
- iii. Laser Film (Size 10"x12" inches)
- iv. Laser Film (Size 10"x8" inches)

#### **LASER FILM PRINTER**

- a) Brand new printer has to be installed
- b) The system must have a dry imager without need of any wet chemistry
- c) It must be DICOM 3.0 compatible allowing multiple modalities to be connected at a time.
- d) The system must be able to print at least 60 films/ hr of the largest size
- e) The system must deliver its first film within 80 seconds from the request sent
- f) The imager must have spatial resolution of 500 dpi minimum
- g) The system must have contrast resolution of 14 bits/ pixel or more.
- h) The system must have at least three online film sizes and should be capable of printing any of the 8" X 10", 10" X 12", 14" X 17" films.
- i) The imager should support daylight loading of films.
- j) The printer should have Three (03) Trays for loading of films.

#### **VALIDITY OF THE CONTRACT:**

The quoted rates must be valid for a period of 3 Years from the date of opening of the price bid. Validity may be further extended up to 1 year based on mutual consent. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the Performance guarantee shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

**ANNEXURE – 06**

**Tender: Supply of Laser Film to HLL diagnostic centres across India with / without printer installation on no cost basis during the period of operation.**

**Tender No. HLL/CHO/SD/HCS/2024-25/TENDER 01**

**LOCATION OF HLL IMAGING CENTERS / DIAGNOSTIC LABS**

The states where HLL has Imaging Centres / Diagnostic labs in the following states:

- 1.Uttar Pradesh
- 2.Delhi
- 3.Haryana
- 4.Assam
- 5.West Bengal
- 6.Maharashtra
- 7.Kerala
- 8.Tamil Nadu
- 9.Andhra Pradesh

HLL may expand the operations within these states as well as to other states. The bidder shall consider this and shall be willing to supply to the HLL Diagnostic labs in those states.

**Tender: Supply of Laser Film to HLL diagnostic centres across India with / without printer installation on no cost basis during the period of operation.**

Tender No. HLL/CHO/SD/HCS/2024-25/TENDER 01

## MANUFACTURER'S AUTHORIZATION FORM

No. \_\_\_\_\_ Dated \_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Bid Ref. No. \_\_\_\_\_

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

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

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

Your faithfully,

(Name)

for and on behalf of M/s \_\_\_\_\_

(Name of Manufacturers)

**Note:** This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

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



**Annexure 08**

**Tender: Supply of Laser Film to HLL diagnostic centres across India with / without printer installation on no cost basis during the period of operation.**

**Tender No. HLL/CHO/SD/HCS/2024-25/TENDER 01**

**Category details of organization**

<b>SL No.</b>	<b>Description</b>	<b>Yes/No</b>
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 Udyog Aadhar no of the bidder .....**

**(Self-attested copy of Udyog Aadhar registration certificate should be submitted along with the technical bid)**

**Date:**

**Signature of the Bidder:**

**Place:**

**Name with seal:**

**Designation:**

**Address:**

**Annexure 09**

**Tender: Supply of Laser Film to HLL diagnostic centres across India with / without printer installation on no cost basis during the period of operation.**

**Tender No. HLL/CHO/SD/HCS/2024-25/TENDER 01**

To,  
Vice president (Sourcing)  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India  
Tel: +0471 2354949 (EXTN 299 / 328 / 237)  
Website – www.lifecarehll.com

**INDEMNITY CERTIFICATE**

Dear Sir,

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

Dated this [insert: number] day of [insert: month], [insert: year].

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

## Annexure 10

### REQUISITION FORM FOR E-PAYMENT- ~~DELETED~~

**Annexure 11**

**Tender: Supply of Laser Film to HLL diagnostic centres across India with / without printer installation on no cost basis during the period of operation.**

**Tender No. HLL/CHO/SD/HCS/2024-25/TENDER 01**

**Performance Bank Guarantee Format**

To: \_\_\_\_\_ (Name of Purchaser)  
**WHEREAS** \_\_\_\_\_ (Name of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_ to supply \_\_\_\_\_ (Description of Goods and Services) (hereinafter called "the Contract").

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of \_\_\_\_\_ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signature and Seal of Guarantors

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ 20 \_\_\_\_\_

Address: \_\_\_\_\_

## Annexure-12

### SELF DECLARATION – PAN INDIA PRESENCE

**Tender: Supply of Laser Film to HLL diagnostic centres across India with / without printer installation on no cost basis during the period of operation.**

**Tender No. HLL/CHO/SD/HCS/2024-25/TENDER 01**

To,  
Vice President (Sourcing)  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India  
Tel: +0471 2354949 (EXTN 299 / 328 / 237)  
Website – [www.lifecarehll.com](http://www.lifecarehll.com)

Dear Sir,

We hereby confirm and assure you, that we have SERVICE CAPABILITY and technical support on a PAN INDIA basis and any technical support and complaint resolution of the Printer Installed in HINDLABS locations will be attended and rectified in the minimum stipulated timeframe.

The contact details (Address, PAN number, contact number and Email ID) of the local technical support team in the area of operation of respective HINDLABS, have to be shared to HLL LIFECARE LTD if the bidder gets into a contract with the company as a result of this tender. The technical support for rectifying the issues / repairs pertaining to the printer will be FREE OF COST basis to HLL LIFECARE LTD and will not be charged to HLL.

Signature

Name

Designation and Common Seal

Station

Date

**SELF DECLARATION – PRINTER LIFE**

**Tender: Supply of Laser Film to HLL diagnostic centres across India with / without printer installation on no cost basis during the period of operation.**

**Tender No. HLL/CHO/SD/HCS/2024-25/TENDER 01**

To,  
Vice President (Sourcing)  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India  
Tel: +0471 2354949 (EXTN 299 / 328 / 237)  
Website – [www.lifecarehll.com](http://www.lifecarehll.com)

Dear Sir,

We hereby confirm and assure you, that the printer that will be assigned as part of FREE INSTALATION to the concerned HINDLABS as stipulated by HLL LIFECARE LTD will be BRAND NEW and no printer will be more than six (06) months old from date of floating of this tender or the Date of manufacture of the printer is less than Six (06) months old before the tender floating date.

Any printer which is older than the prescribed period will be replaced and installed with brand new printer.

Signature

Name

Designation and Common Seal

Station

Date

## ANNEXURE 14

**Tender: Supply of Laser Film to HLL diagnostic centres across India with / without printer installation on no cost basis during the period of operation.**

**Tender No. HLL/CHO/SD/HCS/2024-25/TENDER 01**

### **SELF DECLARATION – MAKE IN INDIA PREFERENCE**

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s \_\_\_\_\_ (supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against Tender No \_\_\_\_\_ Details of location at which local value addition will be made is as follows: -----

----- We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

**Annexure-15**

**BID SECURING DECLARATION - DELETED**



## Annexure-16

### Tender: Supply of Laser Film to HLL diagnostic centres across India with / without printer installation on no cost basis during the period of operation.

Tender No. HLL/CHO/SD/HCS/2024-25/TENDER 01

#### PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on -----<sup>t</sup> day of the month of -----,

#### **Between**

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

#### **And**

----- India represented by Shri -----  
(hereinafter called the "BIDDER / Seller" / Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

#### **Preamble**

[Both HLL and BIDDER referred above are jointly referred to as the Parties]

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

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

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

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

- 1.1 HLL undertakes that HLL and /or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.

- 1.3 All the officials of HLL will report to Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

## **Clause 2. Commitments of BIDDERS/ CONTRACTORS**

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
  - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
  - 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
  - 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
  - 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.
  - 2.8 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
  - 2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original integrator / manufacture /authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest /stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

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

- 3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

**Subcontractors**

- 4.1 The Bidder(s) / Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.
- 4.2 HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 4.3 HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required: -
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other
  - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit /Bid Security, whichever is higher.
  - iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
  - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
  - vi. To encash the advance bank guarantee and performance guarantee / warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
  - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
  - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
  - xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## **Clause.6. Fall Clause**

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

will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

**Clause .7. Independent External Monitor(s)**

- 7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission.
- 7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.
- 7.6 The BIDDER(S) accepts that the Monitor(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HLL will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the Monitor(s) option to participate in such meetings.
- 7.8 The Monitor(s) will submit a written report to the CVO of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

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

**Contractor(s)/ Subcontractor(s)**

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

**Clause.9. Facilitation of Investigation**

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

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

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

**Clause.11. Other legal Actions**

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

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

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director of HLL.

**Clause. 13. Other provisions**

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

INWITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

**HLL**

**Mr K.Beji George**

Chairman and Managing Director

HLL Lifecare Limited,

Thiruvananthapuram.

Witness

1.....

2.....

**BIDDER**

(Name & Designation)

Witness

1.....

2.....

\* Provisions of these clauses would be amended /deleted in line with the policy of HLL in regard to involvement of Indian agents of foreign suppliers.

**Annexure 17**

**Tender: Supply of Laser Film to HLL diagnostic centres across India with / without printer installation on no cost basis during the period of operation.**

**Tender No. HLL/CHO/SD/HCS/2024-25/TENDER 01**

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

We,

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

**(Include name and address of the bidder)**

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

**(Include tender number and date)**

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

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

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address: