

HLL LIFECARE LTD
(A Government of India Enterprise)
CORPORATE HEAD OFFICE,
POOJAPPURA,
THIRUVANANTHAPURAM – 695 012,
KERALA, INDIA

GLOBAL TENDER
(TECHNICAL BID FORM)

PROVIDING 22 NOS. 16-SLICE CT SCAN FACILITIES
(ON LEASE BASIS)
FOR A PERIOD OF 7 YEARS
AT VARIOUS HOSPITALS IN UTTAR PRADESH

JUNE 2017

PREQUALIFICATION REQUIREMENTS

1. The Bidder shall be a sole provider (Company/Society/Trust) or a group of companies coming together as Consortium to implement the Project. The Lead Member in case of Consortium should be the company of contact and should have a business of CT/ MRI Scan diagnostic services and must also have all legal liabilities. The bidder cannot be an individual or group of individuals. The Service provider should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/ country. A bidder cannot bid both as a sole provider as well as a partner in a consortium.

The principal bidder shall be legally responsible and shall represent all consortium members, if any, in all legal matters. But in case of any litigation or event of breach of contract the Lead partner and all the members of the Consortium, shall be equally responsible and shall be held liable individually and collectively. The Consortium Agreement is enclosed as **Annexure I**

OR

The Bidder should be the original equipment manufacturer of similar CT Scan Machines.

2. The Bidder shall have adequate experience in carrying out similar type of assignment / service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted as per **Annexure II**. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders.)
3. The principal bidder / Consortium shall have a minimum average turnover of Rs. 33 Crores per annum in last three financial years (2014 – 15, 2015 – 2016 and 2016-2017). (**Annexure III**)
4. Integrity Pact (enclosed as **Annexure IV**) to be signed and submitted along with Technical Bid.
5. Power of Attorney in case an authorized representative has signed the tender.
6. The duly signed acceptance form conforming that all terms & conditions, technical specifications, drawings & volume of job are understood by the bidder. Certificate that bid is in total conformity with the specifications and terms and conditions mentioned in the bid document and certificate on period of validity (sheet enclosed)
7. Deviation if any, giving reasons for the deviation.
8. Even though the bidder meet the above qualifying criteria, they are subject to be disqualified if they have:
Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc...

- D. The Bidder shall be a sole provider (Company/Society/Trust) or a group of companies coming together as Consortium to implement the Project. The Lead Member in case of Consortium should be the company of contact and should have a business of CT/ MRI Scan diagnostic services and must also have all legal liabilities. The bidder cannot be an individual or group of individuals. The Service provider should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/ country. A bidder cannot bid both as a sole provider as well as a partner in a consortium.

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Enclose completion certificates from the client certified that the similar machines are installed and commissioned at their site successfully and is working satisfactorily. The Client list shall be enclosed.

- F. Average annual financial turnover of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least INR 33 Crores (USD 5 Million).

a. Annualised turn over of the Contractor/Firm/Company in the last 3 years ending 31.03.2017

| | | | |
|-----------------|------|----|-----|
| 1. 2014 - 2015: | INR. | Or | USD |
| 2. 2015 – 2016: | INR. | Or | USD |
| 3. 2016- 2017: | INR. | Or | USD |

Note: Details to be furnished in **Annexure III**

- G. Integrity Pact (enclosed as **Annexure IV**) to be signed and submitted along with Technical Bid.

H. Details of organization :

1. Technical personnels : i) No. of graduate Engineers :
ii) No. of Diploma holders :

2. Non Technical Management

(Details to be enclosed in **Annexure V**)

I. Technical Specification: in **Annexure VI** (filled and enclosed)

J. Completion Period: in **Annexure VII** (filled and enclosed)

K. Acceptance Form in **Annexure VIII**

L. CERTIFICATE as per **Annexure IX**

I/We hereby certify that the details given in the application form and Annexure I to Annexure IX, are correct to the best of my/our knowledge. I /We have no objection in contacting any of our clients for reference.

Signature

Name and address of the Party

Place:

Date:

ANNEXURE – I

Consortium Agreement (Format prescribed by HLL Lifecare Ltd.)

(On non-judicial stamp paper of appropriate value to be purchased in the name of executants companies or as required by the jurisdiction in which executed)

This Consortium Agreement executed on thisday of 2017.

Between

M/s. a registered under and having its registered office at (hereinafter called the “Lead Member/First Member” which expression shall include its successors) and is represented by Shri.....;

And

M/s. a registered under and having its registered office at (hereinafter called the “Second Member” which expression shall include its successors) and is represented by Shri.....;

(The Lead Member/First Member and the Second Member shall collectively hereinafter be called as the “Consortium Members”).

- WHEREAS M/s. HLL Lifecare Ltd., HLL Bhavan, Poojappura, Thiruvananthapuram (HLL), a Government of India Enterprise under the administrative control of the Ministry of Health & Family Welfare has invited bids (hereinafter called as “the bid documents”) from interested parties for entering into rate contract for providing 16 slice CT scanner and associated equipments, Tele - Radiology soft-wares and hard- wares and Tele Reporting at different locations in India on Pay Per Use (PPU) basis as per notice inviting tender no. HLL/CHO/PROJ/HCS/IND-16SCT/2017 dated 28th February 2017, [hereinafter called as “the Rate Contract assignment”].
- AND WHEREAS the tender document mentions that Consortium formed by Original Equipment Manufacturer/ Tele-Radiology Service Provider who meets the requirements stipulated in the tender document will be considered for the Rate Contract assignment, provided the same is formed by a legal document legally binding all the Members of the Consortium who will be

jointly and severally liable for the performance and all obligations there under to HLL.

- AND WHEREAS the consortium members have discussed about the Notice Inviting Tender published by HLL and agreed to form a Consortium for entering into rate contract for providing 16 slice CT scanner and associated equipments and / Tele - Radiology soft-wares and hard- wares and/ Tele Reporting at different locations in India on Pay Per Use (PPU) basis.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises both the Parties to this Consortium Agreement do hereby agree as follows:

1. M/s.....shall act as Lead Member for and on behalf of Consortium Members. The Consortium Members further declare and confirm that we shall jointly and severally be bound and shall be fully responsible unto the HLL for the successful performance of the obligations under the above said tender and resultant Agreement(s) / Documents (Rate Contract Documents - RCD) submitted or executed by the Lead Member in the event of selection of the Consortium.
2. In case of any breach of the stipulations of the RCDs by the Lead Member, Consortium Members along with the Lead Member do hereby agree to be fully responsible to carry out all the obligations and responsibilities of the bidder(s) under the RCDs and matters incidental thereto.
3. It is expressly understood and agreed between the Consortium Members that the duties and responsibilities of each Member shall be as described in the Schedule to this Consortium agreement. However, it is hereby agreed between the Consortium Members that Original Equipment Manufacturer shall be responsible for providing manufacturer's warranty and post-warranty maintenance services for the CT scan units covered by the RCDs in case the consortium has bid for Schedule 1 for providing 16 slice CT scanner and associated equipments .
4. If HLL suffers any loss or damage on account of any breach in the stipulation of the RCDs to be entered into by the Consortium Members or any shortfall in the performance of the Rate Contract assignment or in meeting the performances guaranteed as per the RCDs, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to HLL on its demand. It shall not be necessary or obligatory for HLL to proceed against Lead Member before proceeding against or dealing with the other Member(s).
5. The financial liability of the Consortium Members to HLL, with respect to any of the claims arising out of the performance or non-performance of

obligations under the RCDs shall not be limited so as to restrict or limit the liabilities of any of the Consortium Members and the Consortium Members shall be jointly and severally liable to HLL.

6. It is also understood by all Consortium Members that the tender Document stipulates various obligations as well as terms and conditions related to the Transaction during Proposal stage or thereafter during the subsistence of the RCDs.
7. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by HLL. It shall be effective from the date first mentioned above for all purposes and intents.
8. If HLL awards Rate Contract to the Consortium, we the Consortium Members hereby agree that we shall be jointly and severally responsible to perform the Rate Contract and to furnish Performance Bank Guarantee.
9. It is further agreed by and between the Consortium Members that the sharing of duties and responsibilities mentioned above shall not in any way be a limitation of the joint and several responsibilities of the Consortium Members under the RCDs that the Consortium would sign with HLL if selected as Rate Contractors for the Rate Contract assignment.
10. It is expressly agreed by the Consortium Members that the sharing of responsibilities and obligations inter se amongst the Consortium Members shall not in any way be a limitation of joint and several responsibilities and liabilities of the Consortium Members to HLL. It is clearly understood that the Lead member shall ensure performance under the RCDs and if one or more Consortium Members fail to perform its /their respective obligations under the RCDs, the same shall be deemed to be a default by all the Consortium Members.

This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Courts of ----- shall have the exclusive jurisdiction in all matters arising there under.

IN WITNESS WHEREOF, the Members of the Consortium agreement have through their authorized representatives executed these presents and affixed common seal of their companies, on the day, month and year first mentioned above.

For and on behalf of Lead Member / First Member
M/s ----- Ltd.

(Signature of authorized representative
dated)

WITNESS

1.

(Signature)
Name
Designation.....
2.

(Signature)
Name
Designation.....

For and on behalf of Second Member
M/s

(Signature of authorized representative
dated)

WITNESS

1.
(Signature)
Name
Designation.....

2.
(Signature)
Name
Designation.....

SCHEDULE

(Duties and responsibilities of each Consortium Members)

ANNEXURE II

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last 3 years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer(s) :

| Order placed by (full address of Purchaser/Cust omer/Purchaser/ Customer) | Order number and date | Description and quantity of ordered goods and services | Value of order (Rs.) | Date of completi on of Contract | Remarks indicating reasons for delay if any | Have the goods been functioning Satisfactorily (attach documentary proof |
|---|-----------------------------|---|-------------------------------|--|---|--|
| 1 | 2 | 3 | 4 | 5 | 7 | 8 |
| | | | | | | |

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Signature and seal of the Tenderer

**** The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished.**

*****The bidders are requested to submit the latest purchase order copies for the specific model quoted along with the price bid.**

SEAL & SIGNATURE OF BIDDER

ANNEXURE III

(ENCLOSE DETAILS OF ANNUALISED TURN OVER OF THE CONTRACTOR/FIRM/COMPANY IN THE LAST 3 YEARS ENDING 31-03-2017)

2014 - 2015: INR. Or USD

2015 – 2016: INR. Or USD

2016 - 2017: INR. Or USD

(Enclose audited Balance sheets in proof for the above period)

Note:

Average annual financial turnover of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least INR 33 Million (USD 5 Million).

ANNEXURE IV

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____ day of the month of February 2012,

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

M/s _____ with office atrepresented by Shri _____, Chief Executive Officer (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 /Purchase Order No. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

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

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

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

Clause.1. Commitments of HLL

- 1.1 HLL undertakes that HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HLL will report to 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 manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

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

3.1

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

3.2

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

4.1

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

4.2

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

4.3

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

Clause .5. Consequences of Violation / Breach

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

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

- iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
 - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the

Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

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

Clause .7. Independent External Monitor(s)

- 7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and addresses of the Monitor(s) to be given).
- 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

R.P.Khandelwal
Chairman and Managing Director
HLL Lifecare Limited,
Thiruvananthapuram.

Witness

1.....

2.....

BIDDER

Chief Executive

Witness

1.....

2.....

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

ANNEXURE-V

DETAILS OF ORGANIZATION

| Sl. No | Name & Postal Address | Date of Birth | Qualification | Total experience in years | Name of organization served showing position held and period of service in each position |
|--------|---|---------------|---------------|---------------------------|--|
| 1. | A.ENGINEERING PERSONNELS | | | | |
| 2 | | | | | |
| 3. | | | | | |
| 4 | | | | | |
| 5. | | | | | |
| 6 | | | | | |
| 1. | <u>B. MANAGEMENT (NON TECHNICAL)</u> | | | | |
| 2 | | | | | |

Attach an organization chart

SIGNATURE OF BIDDER

ANNEXURE-VI

DETAILED TECHNICAL SPECIFICATION

- a) Company brochure/catalog and Technical literature of CT machine
- b) Copy of the purchase invoice of the CT machine (applicable to bidders other than OEM's)
- c) AERB type approval certificate of the model
- d) Product certificate from OEM for each equipment in the case of non OEM bidders.

SIGNATURE OF THE BIDDER WITH SEAL

ANNEXURE-VII

DELIVERY TIME / COMPLETION PERIOD

SIGNATURE OF THE BIDDER WITH SEAL

Note:-

The bidder should have the capacity to set up the facility/facilities as required by the tender within the Completion Period.

ANNEXURE VIII

ACCEPTANCE FORM

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

From

To

ASSOCIATE VICE PRESIDENT (PROJECTS),
PROJECTS DIVISION,
HLL LIFECARE LIMITED (A Government of India Enterprise)
Corporate Head Office, Poojappura.P.O,
Thiruvananthapuram – 695012, Kerala, India
Phn: 0471- 2354949, 2775588

Dear Sir,

I / We, hereby offer to design/fabricate/supply/install/testing/commission as detailed in schedule hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid and agree to hold this offer open for **ONE YEAR** from the date of bid opening prescribed by the Purchaser. I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document hereto and are fully aware of the nature of the scope of work required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

The following pages have been added to and form part of this bid.

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

ANNEXURE IX

CERTIFICATE

I / we hereby certify that the information given with this bidding document is correct. If, at any stage, it is found to be incorrect, I / we understand that the contract will be liable to be terminated and action could be taken against me/us by the Company for damages.

SIGNATURE (S) OF BIDDER WITH SEAL

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

CHECK LIST FOR TECHNICAL BID

| SI No. | Item | Yes/No | Remarks |
|---------------|---|---------------|----------------|
| 1 | Enclosed EMD as prescribed in the tender | | |
| 2 | Application of Pre-qualification duly filled, signed and sealed by the tenderer | | |
| 3 | Enclosed Consortium or OEM Details as required by Annexure I | | |
| 4 | Enclosed Experience Details as per Annexure II | | |
| 5 | Enclosed Turnover Details – Annexure III | | |
| 6 | Enclosed Integrity Pact – Annexure IV | | |
| 7 | Enclosed Details of Organization – Annexure V | | |
| 8 | Enclosed Technical Specification including Catalogue of machines – Annexure VI | | |
| 9 | Attached confirmation for Completion Period – Annexure VII | | |
| 10 | Enclosed signed and sealed Acceptance Form on Letter head – Annexure VIII | | |
| 11 | Enclosed Certificate signed and sealed – Annexure IX | | |

SIGNATURE OF THE BIDDER WITH SEAL