

e- Tender Document for

IDENTIFICATION OF SERVICE PROVIDER FOR PROVIDING MANPOWER SUPPLY IN SAIL HOSPITALS AND ASSOCIATED ESTABLISHMENTS

ETENDER No: HLL/HCS/ETENDER/2024-25/01 Dated 04.10.2024



HLL LIFECARE LIMITED

(A Govt. Of India Enterprise)

CIN: U25193KL1966GOI002621

HLL Bhavan, Poojappura,

Thiruvananthapuram -695012, Kerala, India

Tel: 0471 2354949, email:hcstenders@lifecarehll.com

www.lifecarehll.com

DISCLAIMER

The information contained in this document is confidential in nature. The bidders shall not share this information with any other party not connected with responding to this ETENDER Document. All information contained in this Notice Inviting Tender (NIT) provided / clarified are of good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

The information contained in this ETENDER Document or subsequently provided to Bidder(s) whether verbally or in writing by or on behalf of HLL Lifecare Limited (HLL) shall be subject to the terms and conditions set out in this ETENDER Document and any other terms and conditions subject to which such information is provided. Though adequate care has been taken in the preparation of this ETENDER document, the interested firms shall satisfy themselves that the document is complete in all respects. The information is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the last date of submission of ETENDER mentioned in the document, it shall be deemed that the ETENDER document is complete in all respects and firms submitting their bids are satisfied that the ETENDER document is complete in all respects. If a bidder needs more information than what has been provided, the potential bidder is solely responsible for seeking the information required from HLL.

HLL reserves the right to provide such additional information at its sole discretion. In order to respond to the Bid, if required, and with the prior permission of HLL, each bidder may conduct his own study and analysis, as may be necessary. HLL reserves the right to reject any or all of the applications submitted in response to this ETENDER document at any stage without assigning any reasons whatsoever. HLL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the ETENDER. HLL reserve their right to not to proceed with the project or to change the configuration of the project, to alter the timetable reflected in this document or to change the process or procedure to be applied in planning/execution. HLL also reserve their right to decline to discuss the project further with any party after submitting the tender.

HLL reserves the right to change/modify/amend any or all of the provisions of this ETENDER document. Such changes would be posted on the website of HLL (www.lifecarehll.com) and the CPP portal. Neither HLL nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract, to the principles of restitution for unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this ETENDER document, any matter deemed to form part of this ETENDER document, the award of the Assignment, the information and any other information supplied by or on behalf of HLL or their employees and Bidder or otherwise arising in any way from the selection process for the Assignment.

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HLL LIFECARE LIMITED
(A Government of India Enterprise)
Corporate Head Office, Poojappura. P.O Thiruvananthapuram – 695012, Kerala, India
Tel: 0471 2775500, 2354949

SECTION A
NOTICE INVITING TENDER (NIT)

HLL/HCS/ETENDER/2024-25/01

04.10.2024

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

Sl. No	Particulars	Description
1	Name of Item/Work	Identification of Service Provider for providing manpower supply services in SAIL hospitals and associated establishments
2	Scope of Work	Refer Section -F
3	Tender fee	Rs. 5000
4	Bid Security/EMD	Rs. 90 Lakhs
5	HLL A/c Details for payment of Tender Fees and EMD (Payment mode: NEFT/RTGS)	Account No : 00630330000563 IFSC Code : HDFC0000063 Bank Name : HDFC BANK Branch Name : Vazhuthacaud
6	Eligibility criteria for Bidders	As per the document
7	Pre-bid meeting	11.00 AM 08.10.2024
8	Last Date and Time for online submission of bids	2.00 PM 14.10.2024
9	Date and time of opening of the Tender	2.00PM 15.10.2024
10	Address for Communication at HLL regarding the tender	AVP i/c and BH (HCS) HLL Lifecare Limited Corporate & Regd. Office, HLL Bhavan, Poojappura, Thiruvananthapuram-695012 E-mail: hcstenders@lifecarehll.com

DEFINITIONS

- a. "HLL" shall mean HLL Lifecare Limited, a public sector enterprise under Ministry of Health and family Welfare , Govt of India .
- b. "Earnest Money Deposit (EMD)" shall mean the amount to be deposited by the Bidders with the Bid.
- c. "SAIL" or "Client" means Steel Authority of India Limited or their authorized representatives.
- d. "Contract Agreement" shall mean the agreement to be signed between the Successful Bidder and HLL for the execution of the Project.
- e. "Evaluation Committee" shall mean the committee constituted by HLL for the evaluation of the bids.
- f. "NOA" Notification of Award shall mean the letter issued by the HLL to the Successful Bidder
- g. "Project" shall mean providing Manpower supply service to SAIL hospitals for which this RFQ has been issued.
- h. "SP" or " Service Provider" shall means successful bidder finalized through this RFQ
- i. "Site" shall mean the places where the location of the SAIL for which the services as mentioned under the scope of work for the Project are to be carried out and the details of which are provided in this RFQ
- j. "Start of Work" shall mean the date of commencement of works by the Service Provider.
- k. "SSW" shall mean Semi-Skilled Worker
- l. "USW" shall mean Un Skilled Worker
- m. "MTS " shall mean Multi-Tasking Staff
- n. "CIN" shall mean Corporate Identification Number
- o. "EPF" shall mean Employee Provident Fund
- p. "ESI" shall mean Employee's State Insurance
- q. "HRA" shall mean House Rent Allowance
- r. "GST" shall mean Goods & Services Tax
- s. "RTGS" shall mean Real Time Gross Settlement
- t. "NEFT" shall mean National Electronics Funds Transfer

GENERAL INSTRUCTION TO BIDDERS

- 1 This tender is an e-Tender and is being published online in Government e-Procurement portal, <https://etenders.gov.in/eprocure/app>
- 2 Bid documents can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.
- 3 The tender and its corrigendum/extension will also be published in our company website, URL address: <https://etenders.gov.in/eprocure/app>.
- 4 The tendering process is done online only at Government e-Procurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidders may download and go through the tender document.
- 5 All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government e-Procurement website. Tenders/bids shall be accepted only through online mode on the Government e-Procurement 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 HLL shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and 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 e-Procurement 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/eprocure/app>), by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class II or above digital certificate or above with both signing and encryption from the authorised digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC /e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant information as asked for about the firm/Supplier. 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 Bids

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

11. Bidder are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

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

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

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

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

Technical – support-eproc@nic.in Policy Related – cpp-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:

Associate Vice President i/c & BH(HCS)
HLL Lifecare Limited
Corporate & Regd Office
HLL Bhavan, Poojappura,
Thiruvananthapuram-695012
E-mail: hcstenders@lifecarehll.com

15. The bids shall be opened online at the **Office of the AVPi/c & BH (HCS)** in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.
16. More details can be had from the Office of the AVP i/c & BH (HCS) 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 <https://etenders.gov.in/e procure/app>. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- II. Pre-bid meeting: 08.10.2024 at 11.00 hrs
- III. Publishing of Corrigendum: All corrigenda shall be published on Government- procurement portal (URL: <https://etenders.gov.in/e procure/app>) and HLL website(URL address: <http://www.lifecarehll.com/tender>) and shall not be available
- 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 Document Fees:

Tender fee (Non-refundable) 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

Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The supplier/Supplier'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. The 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 signing of the contract 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 Limited including black listing.
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 agency shall be solely responsible for complying with the provisions of Provident Fund and ESI Acts etc., (in force and as amended from time to time) relating to manpower engaged to this contract. In the event of any liability on HLL Lifecare Limited due to failure of contract to comply the said Acts, the agency shall indemnify and reimburse the amount payable to HLL Lifecare Limited on this Account. However, it must be clearly understood that the agency/bidder will comply to all statutory obligation in force and amended from time to time and HLL Lifecare Limited will not be held responsible in any manner whatsoever for any non- compliance of statutory obligations.
25. The technical bids should be uploaded as per the requirements of NIT and

should not contain price information otherwise the bid will be rejected.

26. 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.

27. 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/eprocure/app>) along with tender document fees.

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.

Associate Vice president i/c & BH (HCS)

SECTION B INSTRUCTIONS TO THE BIDDERS (ITB)

1. COMPANY BACKGROUND

HLL Lifecare Limited is a Mini-Ratna company (A Government of India Enterprise) under the administrative control of Ministry of Health & Family Welfare. HLL is a multi-product, multi-location, diversified organization with a global presence and products exported to several countries. HLL executes several healthcare related projects in public sector hospitals from upgradation of existing and establishment of infrastructure in the State including Diagnostic Laboratory Projects. HLL's purpose of business is to be a globally respected organization focusing on inclusiveness by providing affordable and quality healthcare solutions through continuous innovations". In its quest to become a comprehensive healthcare solutions provider, HLL diversified into hospital products and healthcare services, while nurturing its core business of providing quality contraceptives.

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

2. ELIGIBLE BIDDERS

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

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

3. COST OF BIDDING

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

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.

4. SITE VISIT

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

The bidder and any of his personnel or agents will be granted permission by HLL to enter

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

5. Getting information from web portal

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.

6. PREPARATION OF BIDS

6.1. Language of the Bid

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

6.2. Documents Comprising the Bid

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

- a) Payment of bid submission/tender fee as detailed in the e-tender web site.
- b) Bid Security (EMD) & Tender Fee
- c) Copy of Registration (GST, PAN etc) Certificate duly attested.
- d) Copy of Documents in proof of eligibility criteria
- e) Copy of Documents in proof of Financial turnover.
- f) Other documents specified in Section-E, Eligibility Criteria

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

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

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

6.6. If the addendum thus published does involves major changes in the scope of work, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take

reasonable time for bid preparation considering the addendum published.

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

7. **Bidding Documents**

7.1. Content of Bidding Documents

7.1.1. The bidding documents shall consists of the following unless otherwise specified

- a. Notice Inviting Tender(NIT)
- b. Instructions to Bidders
- c. General and Special Conditions of Contract
- d. Special Conditions of Contract
- e. Eligibility Criteria
- f. Detailed Scope of Services
- g. Annexures

7.1.2. 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.

7.1.3. The bidder is expected to examine carefully all instructions, Conditions of Contract, Contract Data, Forms, Terms, Technical Specifications, Bill of Quantities, Annexure and Drawings in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

7.2. Clarification of Bidding Documents

7.2.1. 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.

7.2.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may effect the required modification and publish them in the website through corrigendum.

7.3. Amendment to bidding documents

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

- 7.3.2. 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.
- 7.3.3. 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

8. **BID PRICES**

- 8.1. The Bidder shall bid as described in the Financial Bid format given on the procurement website.
- 8.2. The rates quoted by the Bidder shall include the cost of all materials and conveyance and related services necessary for the smooth running of the project. The rate quoted shall also include all statutory taxes as on the date of submission of the tender and such taxes shall be paid by the Service Provider.
- 8.3. GST or any other tax applicable shall be payable by the Service Provider in respect of this contract and HLL will not entertain any claim whatsoever in respect of the same.
- 8.4. The bid prices shall cater for any change in tax pattern during the tenure of work.
- 8.5. The rates and prices quoted by the bidder shall remain firm during the entire period of the contract.

9. **CURRENCIES OF BID AND PAYMENT**

- 9.1. All payments shall be made in Indian Rupees only.

10. **BID VALIDITY**

- 10.1. Bids shall remain valid for the period of 180 (One Hundred and Eighty) days from the date of opening of the bid as specified in the NIT. A bid valid for a shorter period shall be rejected by HLL as nonresponsive.
- 10.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e mail.

11. **TENDER PROCESSING FEES AND BID SECURITY (EMD):**

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

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

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

the bids online. Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The Service Provider's bid will be evaluated only if payment is effective on the date and time of bid opening.

NOTE

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

12. ALTERATIONS AND ADDITIONS

- 12.1. The bid shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.
- 12.2. 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.

13. SUBMISSION OF BIDS

- 13.1. 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 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 Envelope system from the registered and eligible firms CPP Portal.
- 13.2. 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

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

Note: Start ups/MSME units interested in availing exemption from payment of Tender Fee should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/UdyogAadhaar. If a MSE bidder do not furnish the Udyam registration/UAM Number along with bid documents, such MSE unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012. But the Party has to provide Performance Security/Security Deposit if Tender is awarded to them.

B. Envelope -II (Technical bid):

Technical Bid should contain signed and scanned soft copy of documents mentioned under Section- E, Eligibility Criteria and other places in this tender document to meet the eligibility criteria

C. Envelope – III (Financial Bid): The Financial e-Bid through CPP portal.

Through Financial bid, bidder shall quote the percentage of Service charge share to HLL. Technically eligible bidder with highest margin percentage offered to HLL would be considered as H1 bidder. H1 bidder will be the selected bidder and will be awarded contract.

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

Note:-

- a) 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.
- b) 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.

- c) 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.

14. Deadline for Submission of the Bids

14.1. 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).

14.2. Modification, Resubmission and Withdrawal of Bids

14.2.1. 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.

14.2.2. 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.

14.2.3. 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.

15. BID OPENING AND EVALUATION

15.1. Bid Opening

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

15.2. Bid Opening Process

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

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

b) Envelope -II: Envelop-II opening date shall be as mentioned in NIT. The intimation regarding acceptance / rejection of their bids will be intimated to the Suppliers/firms through e-tendering portal. (Envelop-II shall contain scanned copy of Pre- qualification document.)

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

- c) Envelope -III: The financial bids of the Suppliers/firms found to be meeting the qualifying requirements/ technically qualified only shall be considered for opening. (Depending on evaluation of Envelop I & II, the date shall be intimated through CPP Portal/ email)

15.3. 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.

16. EXAMINATION OF BIDS, AND DETERMINATION OF RESPONSIVENESS

16.1. During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT; is accompanied by the required documents and certificates. Further based on the documents submitted by the bidder, the purchaser may visit any of the facility established by the bidder for inspection and/or seek demonstration of the quoted products, anywhere in India as per the sole discretion of the purchaser. The inspection of such facilities/ equipment shall be as a part of responsiveness of the technical bid. If the bidder doesn't arrange the facility visit / demonstrate the solutions offered within the stipulated time period of 7 days & location given, then their bid will be treated as non-responsive.

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

A material deviation or reservation is one: -

- a) which affects in any substantial way the scope, quality, or performance of the service;
- b) which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

16.3. 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.

16.4. Non submission of legible or required documents or evidence may render the bid non- responsive.

17. Confidentiality

- 17.1. 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.
- 17.2. Any effort by a Bidder to influence the HLL during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidder's bid.

18. CLARIFICATION OF BIDS

- 18.1. To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be submitted in writing or by e-mail or in portal, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 18.2. 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.

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

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

20. Award of Contract

- 20.1. HLL will award the Contract to the Bidder whose bid has been determined to be

substantially responsive and who has offered the highest Service charge share to HLL through finance bid.

20.2. In the eventuality of failure on the part of the successful bidder to accept acceptance of letter of award or signing of contract within the specified time limit, HLL may opt for cancellation of work order at its discretion .

20.3. The Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the 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 grounds for the Tender Inviting Authority's action.

20.4. Notification of Award and Order Acceptance

The Bidder, whose Bid has been accepted, shall be notified of award by HLL prior to expiration of the Bid validity period by facsimile or e-mail confirmed by letter sent through post.(hereinafter and in the Conditions of Contract called the "Notification of Award").

20.5. Upon notification of award, the supplier shall execute a contract agreement with the HLL within 30 days from the date of notification of award.

20.6. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security within 30 (Thirty) days of issue of letter of acceptance.

20.7. Solicitor's fee, if any, to be paid to the Law Officers of Government for scrutinizing or drawing up of agreements - will be paid and the same recovered from the successful bidder.

21. PREFERENCE TO MAKE IN INDIA PRODUCTS (FOR BIDS < 200 CRORE):

21.1. Preference shall be given to Class 1 local supplier as defined in Public Procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier will be as defined in Public Procurement (Preference to Make in India), Order 2017.

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

precedence over this clause.

22. BIDDERS QUOTING EQUIPMENT MANUFACTURED IN COUNTRIES SHARING LANDBORDER WITH INDIA:

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with Competent Authority, as specified in Annex I of order F.No.6/18/2019-PPD dated 23-July-2020 and bidder must comply with all provisions mentioned in the order with subsequent amendment/ modifications, if any. Said order is available for download from the website of Department of Expenditure (DoE), Public Procurement Division, Ministry of Finance'.

23. CONFLICT OF INTEREST.

- 23.1. The selected Service Provider shall not engage in activities that are in conflict with interest of the client (HLL) under the assignment and they would not engage in any contract that would be in conflict of interest with their current obligations.
- 23.2. The selected Service Provider that has a business of family relationship with such members of HLL staff who are directly or indirectly involved in this assignment will not be awarded the assignment.

24. GOVERNING LANGUAGE

- 24.1. All correspondence and documents pertaining to this tender which are exchanged by the parties shall be in English.

25. TAXES

- 25.1. The Service Provider shall bear all personnel taxes levied or imposed on its personnel, or any other member of the Service Provider's team, etc. on account of payment received under this agreement. The Service Provider shall bear all taxes, levied or imposed on the Service Provider on account of payments received by it from the HLL for the work done under the scope of work
- 25.2. The Service Provider agrees that it shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the scope of work
- 25.3. Should the Service Provider fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, the Service Provider shall pay the same.
- 25.4. The Service Provider shall indemnify the HLL against any and all liabilities or claims arising out of this engagement for such taxes including interest and penalties by any such Tax Authority may assess or levy against the Board / Service Provider.

SECTION- C **GENERAL CONDITIONS OF CONTRACT (GCC)**

1. APPLICATION

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

2. SCOPE OF WORK:

- 2.1. HLL had signed an MoU with Steel Authority of India Limited (SAIL) for providing manpower under various categories for its day-to-day operations at SAIL hospitals, health centers and other establishments across India. Detailed scope of work for each service is given at Section F. Duration of engagement will be for a period of 3 (THREE) years which may be extended twice for a further period of one year each on mutual consent. HCS intends to execute this project with support from a Service Provider (SP) who meets the eligibility criteria and other terms of this document and render services as detailed in the scope of work of this document.
- 2.2. The agreement between HLL and SAIL is on project management consultancy model with 5.50% of the project cost as service charge to HLL. Engagement of the SP will be on service charge sharing model.

2.3. Scope of Service Provider

- a. To provide all services specified in the Scope of Work of this document (Detailed Scope of work is given at Section-F) with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry.
- b. Incur necessary capital expenses including providing necessary infrastructure and accessories essential for the performance of the scope of work etc as per the requirement of HLL.
- c. Meet all the operational, maintenance and other recurring expenses during the day to day execution of the project
- d. To employ appropriate advanced technology, systems, best practices, safe and effective equipment, machinery, material, and methods. The SP shall always act, in respect of any matter relating to this assignment, as faithful advisors to the HLL and shall, at all times, support and safeguard the HLL's legitimate interests in any dealings with third parties.
- e. Ensuring uninterrupted operations during period of engagement
- f. Any other related work assigned by HLL for smooth setting up and execution of project.
- g. Meet all statutory and regulatory guidelines and requirements
- h. Maintain the quality standards and the strict adherence to the SOP/protocols
- i. Daily, Weekly, monthly Reports and Coordination with all stakeholders.
- j. To maintain highest quality standards for the service delivery to beneficiaries at all times.
- k. To take insurance policies covering all risks caused to and caused by the employees / labours placed by them. The absence of any such insurance shall be at the cost and risk of the SP.

- l. Timely release of salary to the employees / labours placed by them.
- m. Ensure adherence with Minimum wages Act and all other statutory obligations applicable during the currency of contract.
- n. Working hours would be normally 8 hours per day during working days and applicable weekly off and other eligible leave as per applicable law shall be given to the staff. In case of such leaves retainer arrangements shall be made by the SP at no additional cost to HLL.
- o. To ensure that all the personnel engaged by the SP shall have to be in proper uniform during duty hour. Uniform, ID card and other allied requirement as approved by HLL.
- p. To ensure that all the personnel engaged by the SP shall bear photo identity cards during the duty hour. (The Photo Identity Card shall be duly verified and countersigned).
- q. To ensure placement of qualified and dedicated personnel to perform and supervise the activities under scope of work and to ensure quality and efficiency in service and also to act as a contact person to co-ordinate and interact with the stakeholders.
- r. SP has to arrange a system/software to capture and record all activities in order to facilitate the invoice preparation and submission by HLL to SAIL. HLL shall have full access to this system/software.
- s. To maintain location-wise log book to record all activities carried out for checking and reference.
- t. To ensure that all standard safety norms are been followed during execution of work by the SP to avoid accidents causing damages to personnel, machines, buildings, etc.
- u. To ensure that the personnel deployed should be polite, cordial and efficient while on duty and their actions should promote goodwill and uphold the image of the HLL and its Client.
- v. To comply with all applicable laws, rules, and regulations in the performance of their obligations under the contract.
- w. To obtain and maintain all necessary licenses and permits required for the provision of the services under the contract.
- x. To ensure timely payment / contribution of the EPF, ESI, Bonus, Gratuity etc as per the relevant rules and norms. SP will be solely responsible for any consequential events due to failure of the same.
- y. Maintaining of All registers including attendance registers and other documents required for proper recording of the activities under scope of work and invoice preparation.
- z. Any other related work assigned by HLL for smooth execution of project.
Detailed Scope of work is given at Section-F

2.4. Scope of HLL

- a. The complete strategic design, planning and execution of the project
- b. The complete Strategic Design, Planning and execution of the project
- c. Project operation monitoring and coordination
- d. Formulation of SOP and operational protocols
- e. Formulation of quality standards and QA protocols
- f. Periodic Reviews to ensure compliance with obligations and timelines
- g. Obtain the regulatory compliances for HLL

- h. Coordination with hospital authorities and other government agencies during execution of project.
- i. Obtain regulatory approvals which are on HLL's Scope

2.5. Operations Model

- a. HLL intends to execute this project on a Service charge sharing basis.
- b. As per the agreement with SAIL, HLL will receive the payment for the services after submission of bills. For this SP must support HLL to complete all its obligations and facilitate the timely submission of invoice by HLL within the timelines, by providing necessary documentations and payment certifications.
- c. The agreement between HLL and SAIL is on project management consultancy model with 5.50% of the project cost as service charge to HLL
- d. HLL reserves to retain Minimum 50% of service charges (2.75% from the total 5.50 %).
- e. Bidders shall offer through their financial bid, the additional revenue share that they are willing to offer to HLL over and above 2.75% as mentioned above. (Pls. refer GCC clause No. 14 for financial bid details).
- f. The service provider should meet all Administrative Charges, Supervisory Charges, charges for providing any other amenities to the manpower to be deputed at SAIL hospitals including statutory payments, complete expenses for executing the project, all allied expenses for this project etc. from their share of service charge.
- g. Against the payment received from SAIL, HLL will retain the Service charge share as agreed by SP through their financial bid. Remaining eligible amount, after deducting all expenses incurred by HLL and applicable statutory deductions, shall be released to strategy partner.
- h. Any expense incurred to HLL on account of operations or other with respect to this project is to be reimbursed by the Service Provider to HLL. HLL shall raise an operational cost statement to the Service Provider on a monthly basis.
- i. Financial Quote has to be submitted as per the format provided in CPPP portal.
- j. Period of engagement will be terminated on completion of the project or closure of the project by HLL's clients after issuing sufficient notice period to HLL as per the agreement terms.
- k. HLL will have the right to reject proposals if they are found to be unacceptable.

3. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 3.1. The Service Provider shall not, without the HLL's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the HLL in connection therewith, to any person other than the person(s) employed by the Service Provider in the performance of the contract emanating from this Tender enquiry document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance in this contract.

- 3.2. Further, the Service Provider shall not, without HLL's prior written consent, make use of any information mentioned in this document except for the sole purpose of performing this contract.
- 3.3. Except the contract issued to the Service Provider, each and every other document mentioned herein above shall remain the property of the HLL and, if advised by the HLL, all copies of all such documents shall be returned to the HLL on completion of the Service Provider's performance and obligations under this contract.

4. PATENT RIGHTS

- 4.1. The Service Provider shall, at all times, indemnify and keep indemnified the HLL, free of cost, against all claims which may arise in respect of goods & services to be provided by the Service Provider under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.
- 4.2. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the HLL, the HLL shall notify the Service Provider of the same and the Service Provider shall, at his own expenses take care of the same for settlement without any liability to the HLL.

5. NOTIFICATION OF AWARD:

- 5.1. Successful participant after evaluation of financial bid will be notified through a Notification of Award (NoA) issued by HLL followed by signing of agreement.
- 5.2. The selected participant has to submit performance security as specified in this TENDER/ NoA.

6. DURATION OF ENGAGEMENT

- 6.1. Period of engagement will primarily be based on the terms between HLL & its client. Period of engagement of SP will initially be for Three (3) years from the date of signing of agreement between HLL and SAIL and may be extended twice for a further period of one year each / reduced for a period as per the terms with SAIL, subject to satisfactory performance by the party. HLL reserves the right to increase or decrease the project as deemed necessary. However, if the client has not given any extension or in case of early termination, HLL reserves the right to terminate/ cancel the contract with service provider at any time during the contract period. The service provider has no right to claim any loss direct or indirect on account of such termination / cancellation of contract by HLL.
- 6.2. Review of performance shall be conducted on half-yearly basis and will evaluate the overall performance of service, promptness in reporting, downtime of equipment etc.
- 6.3. HLL reserves the right to increase or decrease the period of engagement as

deemed necessary.

7. PERFORMANCE SECURITY

7.1. The selected Service Provider has to submit an irrevocable and unconditional Performance guarantee (3 % of the contract value or as mentioned in notification of award) in the form of Bank Guarantee in the format provided by HLL. The bank guarantee amount will be informed at the time of issuing Notification of Award (NoA). Until such time the Performance Security is provided by the Service Provider and the same comes into effect, the Bid Security shall remain in force and effect, and upon provision of the Performance Security, the HLL shall release the Bid Security (EMD) to the Service Provider. No interest shall be payable by the HLL against the Performance Security.

7.2. Appropriation of Performance Security

Upon occurrence of a Service Provider Default, the HLL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for and in respect of such Service Provider Default. Upon such encashment and appropriation from the Performance Security, the Service Provider shall, within 30 days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security by the HLL, provide a fresh Performance Security, as the case may be, failing which the HLL shall be entitled to terminate the Agreement with Service Provider. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Service Provider shall be entitled to an additional Cure Period of 15 days for remedying the Service Provider Default, and in the event of the Service Provider not curing its default within such Cure Period, the HLL shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate the Agreement with Service Provider

7.3. Release of Performance Security

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

8. GENERAL TERMS

8.1. In case of Service provider not having the required clearances or licenses at any point during the agreement, the agreement shall be terminated with immediate effect under risk and cost of the Service provider and without any financial repercussions to HLL and any pending work will be arranged from alternate sources at the risk and cost of Service provider.

8.2. The Service provider is required to ensure that suitably qualified and experienced sufficient number of persons are employed with staggering duty timings etc. so that facilities will remain available during normal working hours as well as beyond depending on the need.

8.3. All medico legal cases and whatsoever cases (civil or criminal or in any

forums) that may arise during the execution of this project shall be the sole responsibility and cost of the Service Provider.

- 8.4. If client of HLL for this project is imposing on HLL any new TAT conditions, then automatically the same will be applicable to the Service Providers.
- 8.5. The Service Provider shall comply with all rules and regulations regarding safety and security of its employees and HLL will in no way be responsible in any manner in case of any mishap to its personnel.
- 8.6. The service provider shall ensure that all the regulatory requirements are fully complied
- 8.7. All legal & statutory compliances would be the responsibility of the Service Provider. Liability towards the legal issues whatsoever that may arise out of the scope of work under this project shall remain with the Service Provider. The Service Provider shall maintain confidentiality of medical records and shall make adequate arrangements for cyber security.
- 8.8. Continuous training of the manpower deployed for this project would be the responsibility of the Service Provider so that the employees are able to perform the work with the best professional competence.

9. INSURANCE:

- 9.1. The Service Provider shall maintain adequate insurance cover as prudent in accordance with Good Industry Practice for hedging risks related to the Patients, Personnel, public, Equipment and other infrastructure. The Service Provider will obtain and maintain insurances within one month of start of operation of the services as per Good Industry Practice for the premises including the equipment, insurances against damages to property due to force majeure, insurances against theft and loss of equipment and such other insurances as are required for the Services undertaken by the Service Provider. In case of any event where a shortage of adequate insurance coverage occurred, then the same shall be paid by the Service Provider. The Service Provider shall indemnify HLL from all such losses and or expenses associated with such incidents /accidents.

10. PENALTIES

- 10.1. If the SP fails to provide the intended manpower to HLL on any day/time, penalty of double the wages/ as in line with the agreement executed between HLL & Client shall be imposed.
- 10.2. The Penalties / fines imposed by statutory authorities such as ALC, RLC, EPF, ESI, PASARA, Authorities, etc. on HLL will be deducted at actuals from the SP bills on back-to-back basis.
- 10.3. The damages if any arises due to negligence of workmen provided by the SP or its representatives, the cost of damages as decided by HLL will be deducted from the monthly claim bill.
- 10.4. HLL authorities shall not be responsible for any accidents, injuries, diseases occurred during carrying out the above work. To prevent such incidents, the

SP shall take the appropriate protective and safety measures.

- 10.5. For misconduct or indiscipline of any employee including criminal activities, the SP shall be responsible to take action against him/her as per the laws/rules.
- 10.6. Any penalty imposed by client against non-compliance/ non-performance of contract terms will be deducted from the subsequent running bill on back-to-back basis including actual loss of HLL due to taxes paid to Govt. like GST etc. or on any account.

11. TRAINING

- 11.1. On Site training to Doctors/ Technicians/ staff shall be arranged as and when required as per HLL intimation.
- 11.2. If any new equipment is installed, the service provider has to ensure that the application specialist of the equipment manufacturer is reaching the unit to give onsite training.
- 11.3. The Service Provider shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the HLL's prior written permission.
- 11.4. Periodic training needs to be conducted to ensure up skill process among the paramedical/allied health staff.

12. SUBCONTRACTS

- 12.1. Prior approval from HLL shall be obtained by the Service Provider from HLL in writing, in case of subcontracts awarded under the contract. Such engagement shall not relieve the Service Provider of any of its liability or obligation under the terms and conditions of the contract.
- 12.2. Subcontracts shall also comply with the provisions of GCC Clause regarding "Country of Origin".

13. MODIFICATION OF CONTRACT

- 13.1. If necessary, then HLL may, by a written order given to the Service Provider at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract

14. FINANCIAL QUOTE

- 14.1. The service charge receivable to HLL from SAIL is 5.5%.
- 14.2. Participants have to submit their financial offer (Service charge share percentage to HLL over and above mandatory minimum service charge of 2.75%). Financial Quote has to be submitted as per the format provided in CPP portal.

- 14.3. Financial quotes by bidders will be evaluated based on the revenue share percentage to HLL over and above the minimum value of 2.75%.
- 14.4. Total service charge share to HLL will be Minimum revenue share of 2.75% + additional revenue share offered in the price bid (b)% , i.e, (2.75+b)%
- 14.5. The evaluation for the project would be done of the basis of offered revenue share percentage to HLL. The bidder who offers highest revenue share (H1 bidder) to HLL would be finalized as Service Provider for this project.
- 14.6. The financial offer quoted by the bidder should be final and inclusive of all services, costs, statutory charges, taxes payable by them etc.

15. TAXES AND DUTIES

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

16. TERMS AND MODE OF PAYMENT

- 16.1. HLL will claim payments from SAIL on monthly basis by submitting invoices before 7th of each month based on the services performed in a month. In order to facilitate the same Service Provider shall submit necessary documents and data before 5th day of each month and facilitate the HLL's invoice submission on time.
- 16.2. Service Provider shall be paid the charges for amount spent by them towards wages and other statutory dues like PF, ESI, Bonus and other payments as applicable to the concerned Plant/Unit for the contractually deployed manpower on Gross/Consolidated Pay subject to the limit of Gross monthly rate chargeable to SAIL as shown at Annexure 11. Service Provider shall make disbursement of wages indicating payments made under different heads on or before the 4th of next month for the wages of preceding month to the outsourced manpower after adjusting necessary deductions like PF, ESI etc., (electricity charges, house rent, water charges if applicable). It will be ensured by Service Provider that payment of wages is not less than minimum notified wages of respective State.
- 16.3. The Service Provider shall submit all documents pertaining to the above on monthly basis along with following charge(s), wherever applicable.
 - (a) any statutory variations, revision in minimum wages, bonus as per bonus act, gratuity if applicable etc. shall be paid at actual.
 - (b) Wages / benefits for eligible leave days as provided by applicable law shall be reimbursed at actual.
- 16.4. The final monthly bill / Tax-invoice (for 100% payment incl. corrections, if any) raised by Service Provider should separately show the amount in respect of minimum wages + allowances, if any, EPF, ESI on the monthly billing, Service charge share quoted through this ETENDER and GST. The following documents must be attached along with the monthly bill by HLL:

- 16.5. Proof of transferring monthly charges in the bank account(s) of the outsourced manpower along with a declaration that full payment to the outsourced manpower deployed for the preceding month has been made.
- 16.6. Copies of authenticated documents pertaining to proof of payment of contributions to preceding month's EPF, ESI GST and other charges, with the respective authorities along with a declaration regarding compliance of all terms of payment of amount of EPF, ESI and GST to the concerned authorities.
- 16.7. Attendance registered by the contractually deployed manpower duly signed by the representative of HLL and accepted by the concerned Head of Medical Dept. / authorized representative at the respective Plant/Unit of SAIL.
- 16.8. The salary to employees shall be disbursed by Service Provider within 5th of every month irrespective of the payment receipt from HLL.
- 16.9. Service Provider shall be solely responsible and liable for all statutory payments due to the manpower outsourced from them for deployment by HLL in SAIL Hospitals/Health Centres/other establishments including wages, Bonus (if applicable as per statute), all statutory payments including Contribution to Provident Fund, gratuity and Employee State Insurance and all other payments of whatsoever nature. In the event of any increase in Service Provider's statutory liabilities towards the outsourced manpower deployed in SAIL Hospitals/Health Centres during the period of this agreement, they may seek a commensurate increase in monthly charges along with service charges payable thereon, subject to approval from SAIL, and upon finalizing the rate applicable as per the statutory revisions, the increase in charges, as mutually agreed shall thereafter become payable from the effective date of such statutory notifications. Any claims against the statutory payments made during the engagement period or thereafter by the employees deployed by Service Provider has to be settled by Service Provider. Any claims from Service Provider will be reimbursed only after same claim is reimbursed to HLL from its client. Further, any expenses arising as part of labour/employee disputes shall be the sole responsibility of service provider.
- 16.10. HLL will retain the Service Charge share as agreed by Service Provider through their financial bid. Remaining amount, after deducting all expenses incurred by HLL and statutory deductions, will be released to Service Provider. HLL will release eligible payments to Service Provider within 30 days of receipt of payment by HLL from SAIL.
- 16.11. All the payment conditions, documents required for payment release, billing procedure etc shall be in line the respective conditions of the agreement between HLL and SAIL. Payment against any invoice raised by Service Provider during engagement period will be released only after HLL receives payment from SAIL against the corresponding invoice and any deductions/penalties imposed by SAIL will be deducted from Service Provider.
- 16.12. In the event of the HLL noticing at any time that any amount has been disbursed wrongly to the Service Provider or any other amount is due from

the Service Provider to the HLL, the HLL may without prejudice to its rights recover such amounts by other means after notifying the Service Provider or deduct such amount from any payment falling due to the Service Provider. The details of such recovery, if any, shall be intimated to the Service Provider. The Service Provider shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the HLL.

- 16.13. The HLL shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Service Provider at its sole discretion where the HLL or SAIL disputes such invoice or part of it provided that such dispute is bonafide. The withheld amount may be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure. Any exercise by the HLL under this section shall not entitle the Service Provider to delay or withhold the services to be rendered as per the agreement.
- 16.14. All payments agreed to be made by the HLL to the Service Provider in accordance with the services shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The Service Provider shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this agreement. In the event of the HLL noticing at any time that any amount has been disbursed wrongly to the Service Provider or any other amount is due from the Service Provider to the HLL, the HLL may without prejudice to its rights recover such amounts by other means after notifying the Service Provider or deduct such amount from any payment falling due to the Service Provider. The details of such recovery, if any, shall be intimated to the Service Provider. The Service Provider shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the HLL.
- 16.15. All payments agreed to be made by the HLL to the Service Provider in accordance with the Services shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The Service Provider shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this agreement. The Service Provider shall not claim any interest on payments under the contract.
- 16.16. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Service Provider at rates as notified from time to time.
- 16.17. The payment shall be made in Indian Rupees.
- 16.18. The Service Provider shall send its claim/invoice for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.
- 16.19. While claiming payment, the Service Provider is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the Service Provider for claiming that payment has been fulfilled as required under the contract. Invoice from the service provider enclosing the operational cost summary shared by HLL to them as annexure may be submitted on monthly basis as part of claiming payment.

17. DELAY IN THE SERVICE PROVIDER'S PERFORMANCE

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

18. LIQUIDATED DAMAGES

- 18.1. If the Service Provider fails to perform the services within the time frame(s) incorporated in the contract, the HLL shall, without prejudice to other rights

and remedies available to the HLL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price or actual liability of the HLL due to delayed supply of goods and/or services/ or total performance of the Service Provider, whichever is higher. Once the maximum is reached HLL may consider termination of the contract.

19. TERMINATION FOR DEFAULT

- 19.1. The HLL, without prejudice to any other contractual rights and remedies available to it (the HLL), may, by written notice of default sent to the Service Provider, terminate the contract in whole or in part, if the Service Provider fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the HLL. Before issue of such notice, HLL will give sufficient communications to Service Provider regarding the nature of default and provide opportunity to the strategy partner to take remedial actions and make good the damages caused to their actions.
- 19.2. In the event of the HLL terminates the contract in whole or in part HLL may avail services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Service Provider shall be liable to the HLL for the extra expenditure, if any, incurred by the HLL for arranging such service. Unless otherwise instructed by HLL, the Service Provider shall continue to perform the contract to the extent not terminated.
- 19.3. This Contract stands cancelled, if the agreement between HLL and client for this service is terminated.

20. TERMINATION FOR INSOLVENCY

- 20.1. If the Service Provider becomes bankrupt or otherwise insolvent, the HLL reserves the right to terminate the contract at any time, by serving written notice to the Service Provider without any compensation, whatsoever, to the Service Provider, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the HLL.

21. INDEMNIFICATION CLAUSE

- 21.1. The Interested Bidder shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to
 - i. Service Providers breach of any of its warranties, representations, covenants or obligations set forth herein or
 - ii. the negligent act or omission of the Manufacturer /Bidders

- iii. any product/service liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate.
- iv. All claims, demands, action, proceedings, losses, damages, liabilities, cost, charges, expenses or obligations that are occasioned or may occasion to HLL as a result of our non-payment of any statutory dues levied/ leviable on the Service Provider or the Service Provider committing breach of any the rules, regulations, orders, directives, instructions that may be issued by any authority under various Labor Laws, PF, ESI Acts and all other applicable Laws/Acts/Rules or any other Statute or Laws for the time being in force
- v. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on our part or on the part of Sub-Service Provider/s, if any, servants or agents of the Bidder.
- vi. Claims, if any, of the employee or the Service Provider and its Sub Service Provider/s, under the Workmen's Compensation Act, 1923 and Employer's Liability Act 1938 or Various Labor Laws or any other Laws rules and regulations in force for the time being in India and any acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and / or arising out of and in the course of employment of any workmen / employee.
- vii. Any non - compliance or improper compliance of statutes, rules and regulations which are applicable to HLL and also to the Service Provider and to the employees , in respect of (a) Employees' Provident Fund and Miscellaneous Provision Act, 1952, (b) Employees State Insurance Act, 1948, Contract Labor (R&A) Act, 1970 (d) Minimum Wages Act, 1948 (e) Payment of Wages Act, 1936 (f) Bonus Act, 1965 (g) Workmen's Compensation Act, 1923 and / or any other laws which may become applicable in respect of the Contract/ Agreement between HLL and the Bidder.
- viii. Any Act or omission by us or our Sub-Service Provider/s, if any, our /their servants or agents which may involve any loss, damages, liability, civil or criminal action.
- ix. To protect against all claims for damage caused due to non-obtaining of insurance policy during the project period.

22. FORCE MAJEURE

- 22.1. Notwithstanding the provisions contained in the tender document, the Service Provider shall not be liable for imposition of any such sanction so long the delay and/or failure of the Service Provider in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 22.2. For purposes of this clause, Force Majeure means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which

has caused the non– performance or delay in performance. Such events may include, but are not restricted to, acts of the HLL either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

- 22.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the HLL in writing of such conditions and the cause thereof within seven days of occurrence of such event. Unless otherwise directed by the HLL in writing, the Service Provider shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 22.4. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract. Termination of this agreement for whatever reason shall not affect the obligation/ liabilities of both the parties accrued hereunder in respect of matters at the time of the agreement.
- 22.5. In case due to a Force Majeure event the HLL is unable to fulfil its contractual commitment and responsibility, the HLL will notify the Service Provider accordingly and subsequent actions shall be taken on similar lines described in above sub- paragraphs.

23. GOVERNING LANGUAGE

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

24. NOTICES

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

25. RESOLUTION OF DISPUTES

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

26. APPLICABLE LAW

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

27. GENERAL/MISCELLANEOUS CLAUSES

- 27.1. Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Service Provider/its Indian Agent/CAMC Provider on the one side and the HLL on the other side, a relationship of master and servant or principal and agent.
- 27.2. Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 27.3. The Service Provider shall notify the HLL of any material change would impact on performance of its obligations under this Contract.
- 27.4. Each member/constituent of the Service Provider/its Indian Agent/CAMC Provider, for all obligations towards the HLL for performance of contract/services including that of its Associates/Sub Service Providers under the Contract.
- 27.5. The Service Provider/its Agent shall, at all times, indemnify and keep indemnified the HLL against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Service Provider/its associate/affiliated.
- 27.6. All claims regarding indemnity shall survive the termination or expiry of the contract.

28. SPECIAL INSTRUCTIONS

- 28.1. The bidder shall visit the proposed sites before quoting for the work and also take their own assessments before quoting of bids.
- 28.2. The Service Provider has to arrange necessary insurance coverage for the equipment, manpower etc. deployed by him. He shall arrange all safety measures to protect his workmen and also the properties of HLL and its Client.
- 28.3. The HLL should be immediately informed of any discrepancy in specifications and instructions in the execution of job before actual execution of particular item having discrepancy.
- 28.4. The schedule of activities as submitted by the Service Provider shall have to be strictly adhered to. Regular progress reports shall have to be submitted by the Service Provider giving all details for monitoring of the schedule.
- 28.5. The Service Provider shall comply with proper and legal orders and directions of the consignee hospitals and abide by their rule and regulations and pay all fees and charges which he may be liable.

SECTION -D

SPECIAL CONDITIONS OF CONTRACT (SCC)

CLAUSE 1: WHEN CONTRACT CAN BE DETERMINED

Subject to other provisions contained in this clause, the authorized official of HLL in charge of this project (hereinafter called Project Manager) may, without prejudice to his any other rights or remedy against the Service Provider in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the Service Provider having been given by the Project Manager a notice in writing to rectify, reconstruct or replace any defective Services or that the Services is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the Service Provider has, without reasonable cause, suspended the progress of the Services or has failed to proceed with the Services with due diligence so that in the opinion of the Project Manager (which shall be final and binding) he will be unable to secure completion of the Services by the date for completion and continues to do so after a notice in writing of seven days
- (iii) If the Service Provider fails to complete the Services within the stipulated date or items of Services with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Project Manager.
- (iv) If the Service Provider persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Project Manager.
- (v) If the Service Provider shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for HLL.
- (vi) If the Service Provider shall enter into a contract with HLL in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Project Manager.
- (vii) If the Service Provider shall obtain a contract with HLL as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.
- (viii) If the Service Provider being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or

order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

- (ix) If the Service Provider being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the Service Provider shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the Service Provider assigns, transfers, sublets (engagement of labour on a piece- work basis or of labour with materials not to be incorporated in the Services, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire Services or any portion thereof without the prior written approval of the Project Manager.

When the Service Provider has made himself liable for action under any of the cases aforesaid, the Project Manager on behalf of the HLL shall have powers:

- (a) To determine the contract as aforesaid (of which termination notice in writing to the Service Provider under the hand of the Project Manager shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the HLL.
- (b) After giving notice to the Service Provider to measure up the Services of the Service Provider and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another Service Provider to complete the Services at the risk and cost of the Service Provider. The Service Provider, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance Services.
- (c) HLL would evaluate the services on yearly performance basis based on feedback from the client and general public. Thereafter, in case if the services are found to be unsatisfactory, HLL has the powers to withdraw the awarded contract and terminate the services.

In the event of above courses being adopted by the Project Manager, the Service Provider shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the Services or the performance of the contract. And in case action is taken under any of the provision aforesaid, the Service Provider shall not be entitled to recover or be paid any sum for any Services thereof or actually performed under this contract unless and until the Project Manager has certified in writing the performance of such Services and the value payable in respect thereof and he

shall only be entitled to be paid the value so certified.

CLAUSE 2: DELAY IN COMMENCEMENT

In case, the Services cannot be commenced due to reasons not within the control of the Service Provider within 1/8th of the stipulated time for completion of Services or one month whichever is higher, HLL shall have full right to decide the further course of action.

CLAUSE 3: DISMANTLED MATERIAL GOVT. PROPERTY

The Service Provider shall treat all materials obtained during dismantling of a structure, excavation of the site for a Services, etc. as HLL's / it's client property and such materials shall be handled/disposed off to the best advantage of HLL / it's client according to the instructions in writing issued by the Project Manager.

CLAUSE 4: CARRYING OUT PART SERVICES AT RISK & COST OF Service Provider

If Service Provider:

- (i) At any time makes default during currency of Services or does not execute any part of the Services with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Project Manager; or
 - (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Project Manager
- or
- (iii) Fails to complete the Services(s) or items of Services with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Project Manager.

The Project Manager without prejudice to any other right or remedy against the Service Provider which have either accrued or accrue thereafter to HLL, by a notice in writing to take the part Services/ part incomplete Services of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part Services / part incomplete Services of any item(s) by any means at the risk and cost of the Service Provider.

The Project Manager shall determine the amount, if any, is recoverable from the Service Provider for completion of the part Services/ part incomplete Services of any item(s) taken out of his hands and execute at the risk and cost of the Service Provider.

Any excess expenditure incurred or to be incurred by HLL in completing the part Services/ part incomplete Services of any item(s) or the excess loss of damages suffered or may be suffered by Government /HLL as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to HLL in law or per as agreement be recovered from any money due to the Service Provider on any account, and if such money is insufficient, the Service Provider shall be called upon in writing and shall be liable to pay the same within 30 days.

If the Service Provider fails to pay the required sum within the aforesaid period of 30 days, the Project Manager shall have the right to sell any or all of the Service

Providers' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the Service Provider under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Project Manager, the Service Provider shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the Services or the performance of the contract.

CLAUSE 5: RECOVERY OF COMPENSATION PAID TO WORKMEN

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, HLL is obliged to pay compensation to a workman employed by the Service Provider, in execution of the Services, HLL will recover from the Service Provider, the amount of the compensation so paid; and, without prejudice to the rights of the Government / HLL under sub-section (2) of Section 12, of the said Act, HLL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by HLL to the Service Provider whether under this contract or otherwise. HLL shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the Service Provider and upon his giving to HLL full security for all costs for which HLL might become liable in consequence of contesting such claim.

CLAUSE 6: ENSURING PAYMENT AND AMENITIES TO WORKERS IF Service Provider FAILS

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, HLL is obliged to pay any amounts of wages to a workman employed by the Service Provider in execution of the Services, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules or under the Service Provider's Labour Regulations, or under the Rules framed by HLL from time to time for the protection of health and sanitary arrangements for workers employed by Service Providers, HLL will recover from the Service Provider, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the HLL under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, HLL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by HLL to the Service Provider whether under this contract or otherwise HLL shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the Service Provider and upon his giving to the Government full security for all costs for which HLL might become liable in contesting such claim.

CLAUSE 7: LABOUR LAWS TO BE COMPLIED BY THE Service Provider

The Service Provider shall obtain a valid license under the Contract Labour
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(R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the Services, and continue to have a valid license until the completion of the Services. The Service Provider shall necessarily, but not limited to, abide by the provisions of the

- a. Child Labour (Prohibition and Regulation) Act, 1986.
- b. building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- c. building and other Construction Workers Welfare Cess Act, 1996.
- d. Inter-State migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the Services.

CLAUSE 8 A

No labour below the age of Eighteen years shall be employed on the Services.

CLAUSE 8 B PAYMENT OF WAGES

Payment of wages:

- (i) The Service Provider shall pay to labour employed by him either directly or through sub- Service Provider, wages not less than fair wages as defined by the State Govt. or as per the provisions of the Contract Labour(Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
 - (ii) The Service Provider shall, not with standing the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the Services, including any labour engaged by his sub-Service Providers in connection with the said Services, as if the labour had been immediately employed by him.
 - (iii) In respect of all labour directly or indirectly employed in the Services for performance of the Service Provider's part of this contract, the Service Provider shall comply with or cause to be complied with the State Govt. Regulations made from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
 - (iv) The Project Manager concerned shall have the right to deduct from the money due to the Service Provider, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfillment of the conditions of the contract for the benefit of the workers, non- payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- (b) Under the provision of Minimum Wages (Central) Rules, 1950, the

Service Provider is bound to allow to the labours directly or indirectly employed in the Services one day rest for 6 days continuous Services and pay wages at the same rate as for duty. In the event of default, the Project Manager shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the Service Provider by the Project Manager concerned.

- (v) The Service Provider shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Service Provider's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- (vi) The Service Provider shall indemnify and keep indemnified HLL against payments to be made under and for the observance of the laws aforesaid and the State Govt. Labour Regulations without prejudice to its right to claim indemnity from his sub-Service Providers.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the Service Provider to the workmen directly.
- (ix) The Service Provider shall ensure that no amount by way of commission or otherwise is deducted or recovered from the wage of workmen.

CLAUSE 9: SAFETY PROVISIONS

In respect of all labour directly or indirectly employed in the Services for the performance of the Service Provider's part of this contract, the Service Provider shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the Service Provider fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Nodal Officer/ Project Manager shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the Service Provider.

CLAUSE 10: STATEMENT OF SERVICES

The Service Provider shall submit every week, to the nodal officer/ project manager, a true statement showing in the following details:

- (1) the number of labourers employed on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents, if any, that occurred during the period, showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit and the amount paid to them.

Failing which the Service Provider shall be liable to pay to HLL, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The

decision of the nodal officer/ project manager shall be final in deducting from any bill due to the Service Provider; the amount levied as fine and be binding on the Service Provider.

CLAUSE 11: HEALTH & SAFETY OF WORKERS

In respect of all labour directly or indirectly employed in the Services for the performance of the Service Provider's part of this contract, the Service Provider shall comply with or cause to be complied with all the rules framed by HLL/ Govt. from time to time for the protection of health and sanitary arrangements for workers employed by the State Govt. and its Service Providers.

CLAUSE 12: COMPETENCY OF WORKERS

The Project Manager may require the Service Provider to dismiss or remove from the site of the work any person or persons in the Service Providers' payroll, upon the work who may be incompetent or misconduct himself and the Service Provider shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the work premises and the public, the Service Provider shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

CLAUSE 13: ESI & EPF CONTRIBUTIONS

The ESI and EPF contributions as applicable on the part of the HLL in respect of this Contract shall be paid by the Service Provider. Reimbursements shall be effected as applicable and the final decision in this regard will be that of HLL.

CLAUSE 14: MINIMUM WAGES ACT

The Service Provider shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 15: CHANGES IN FIRM'S CONSTITUTION TO BE INTIMATED

Where the Service Provider is a partnership firm, prior approval from HLL shall be obtained before any change is made in the constitution of the firm. Where the Service Provider is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the Service Provider enters into any partnership agreement where under the partnership firm would have the right to carry out the Services hereby undertaken by the Service Provider.

CLAUSE 16: EXECUTION OF SERVICES

All Services to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Project Manager who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 17: SETTLEMENT OF DISPUTES

If any dispute arises between the Parties hereto during the subsistence or

thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the contract / agreement the parties shall endeavor to settle all such disputes, differences, claims or questions through mutual discussion or negotiation.

CLAUSE 18 Service Provider TO INDEMNIFY GOVT. AGAINST PATENT RIGHTS

The Service Provider shall fully indemnify and keep indemnified the HLL against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against HLL in respect of any such matters as aforesaid, the Service Provider shall be immediately notified thereof and the Service Provider shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the Service Provider shall not be liable to indemnify the HLL if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Project Manager in this behalf.

CLAUSE 19 LEVY/TAXES PAYABLE BY Service Provider

- (i) GST, Income Tax, Building and other Construction Workers Welfare Cess or any other applicable or Cess in respect of this contract shall be payable by the Service Provider and HLL shall not entertain any claim whatsoever in this respect.

SECTION- E

ELIGIBILITY CRITERIA

A. ELIGIBILITY CRITERIA

The bidder should be fulfilling the following preconditions and must also upload/submit documentary evidence in support of fulfilment of these conditions while submitting the bid. Exemptions as per statutory guidelines will be provided for MSEs and startups.

A 1. PRE-QUALIFICATION CRITERIA

a.	The participants in the EOI should be Company which could be a Partnership Co/ LLP/ Private Ltd / Public Ltd by shares.
b.	Participating entities should have minimum average turnover of Rs. 15.00 Crores during last 3 financial years. (FYs 2021-22, 2022-23, 2023-24)
c.	The Net Worth of the party shall be positive in the last 3 financial years. Turn over certificate, Balance sheet and P&L Account duly certified by a Chartered Accountant for the last 3 financial year shall be submitted as a proof for positive net-worth
d.	The participant should have experience in providing similar nature of services to PSUs/ Govt. bodies in the past 5 years (Should be supported by relevant work order/Completion certificate issued by client).
e.	The participant should have successfully completed at least one similar work with value not less than Rs. 10 crores. (Should be supported by relevant work order/Completion certificate issued by client).
f.	Participant must have adequate capability in outsourcing of manpower to state/ central government or government bodies. Bidder must have experience of providing at least 500 nos of manpower to any government body in a single contract during past 5 years from the date of tender issue.
g.	Participant shall have valid ISO: 9001, ISO:14001, ISO:45001 and ISO:41001 certificates for provision of manpower outsourcing services, Housekeeping & facility management services and other support services issued by reputed certification Companies.
h.	The applicant shall have all regulatory clearances/licenses including labour license for performance of the services under scope of work. Also participants shall be registered with the appropriate authority of EPF/ ESIC and copy of EPF, ESIC registration/ labour license shall be furnished.
i.	The firm who has been de-recognized/debarred/banned/blacklisted by any State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law can't participate in this EOI during the period of de-recognition / debarment/ Banned/blacklisted.
j.	The firm/directors shall not have any criminal record or should not have been convicted by any court of law in India or abroad. Parties shall give a declaration to this effect.

The participants meeting the prequalification criteria as above and obtaining at least 60 marks in the following evaluation process will be considered as technically qualified for price bid opening.

S No.	Description	Marks	Remarks/Documents for Submission in technical EOI
1	Average Turn Over for last three financial years FYs 21-22,22-23, 23-24 (in Rs.)		
	From Rs. 15 crores up to Rs. 25 crores	12	Turnover certificate from Chartered Accountant is to be furnished as proof for the same
	More than Rs. 25 crores up to Rs. 50 crores	15	
	More than 50.00 crores	20	
2	Experience criteria (No. of years in experience in providing similar nature of services)		
	From 5 years up to 10 years	12	Work Orders, client certificate indicating the date of start & date of completion as per agreement / status of ongoing work
	More than 10 years and up to 15 years	15	
	More than 15 years	20	
3	Experience criteria (execution of at least one contract of similar nature of services with value)		
	From Rs. 10.00 crores up to Rs. 15.00 crores	12	Work Orders, client certificate indicating the value of contract
	More than Rs. 15.00 crores up to Rs. 50.00 crores	15	
	More than 50.00 crores	20	
4	Experience criteria (no of manpower provided to government bodies under single contract in last 5 years)		
	From 500 nos. up to 1000 nos.	12	Self-Attested copy of experience certificate for completed work / ongoing work issued by the Client Organization is to be submitted.
	More than 1000 nos. and up to 1500 nos.	15	
	More than 1500 nos.	20	
5	Quality assurance criteria (Bidder should have valid ISO: 9001, ISO:14001, ISO:45001 and ISO:41001 certificates)		
	Only ISO 9001	12	QA certification should have been obtained at least a year before the date of the EOI release. Certification should be valid as on date of EOI submission with undertaking for periodic renewal
	ISO 9001 & ISO 14001	15	
	ISO 9001, ISO 14001 & 45001& 41001	20	

B. Documents to be submitted as part of Technical Bid

1. Tender document fee & EMD Payment details
2. Profile of the Organization in company letter head
3. Authenticated copy of the certificates of incorporation/registration of the organization
4. Copy of GST registration certificate
5. Copy of PAN Card / Exemption certificate from Income Tax Department
6. Certificate issued by Statutory Auditor/CA for Turnover for last three financial years with Unique Document Identifier Number (UDIN).
7. Audited balance sheet and Profit and Loss statement for last three years signed by CA.
8. Positive net worth statement from Chartered accountant
9. Power of attorney for signatory of tender in Rs.200 stamp paper duly notarized
10. Proof of experience in providing similar nature of services to PSUs/ Govt. bodies in the past 5 years (relevant work order/Completion certificate issued by client issued during the period).
11. Documentary evidence establishing that bidder had successfully completed at least one similar work with value not less than Rs. 10 crores. (relevant work order/Completion certificate issued by client).
12. Details regarding prior experience of providing at least 500 nos of manpower to any PSUs/ government body in a single contract during past 5 years from the date of tender issue.
13. Copies of valid ISO: 9001, ISO:14001, ISO:45001 and ISO:41001 certificates for provision of manpower outsourcing services, Housekeeping & facility management services and other support services issued by reputed certification Companies.
14. Copy of EPF, ESIC registration/ labour licenses
15. Udyam registration details for MSE Vendors
16. DPIIT Certificate for Startups
17. ANNEXURE-1 BID FORM
18. ANNEXURE-2 CATEGORY DETAILS OF ORGANIZATION
19. ANNEXURE-3 - SELF DECLARATION – MAKE IN INDIA PREFERENCE
20. ANNEXURE-4 - SELF DECLARATION – COMPLIANCE TO RULE 144 (XI) OF GFR 2017
21. ANNEXURE-5- FINANCIAL STATEMENT
22. ANNEXURE-6 - PERFORMANCE STATEMENT
23. ANNEXURE-7 - SELF-DECLARATION NON BLACKLISTED
24. ANNEXURE-8 - SIGNED INTEGRITY PACT AGREEMENT
25. Other Documents mentioned in technical qualification criteria and tender document.

SECTION - F

DETAILED SCOPE OF THE PROJECT

1. Scope of Services:

HLL had signed an MoU with Steel Authority of India Limited (SAIL) for providing manpower under various categories (Paramedical Personnel/SSW/MTS/USW) for its day-to-day operations at SAIL hospitals, health centers and other establishments across India. HLL intend to engage Service Provider s for providing supply of Paramedical personnel/SSW/Multi-Tasking Staff (MTS)/USW in line with the terms and conditions of HLL's agreement with SAIL. The supply shall be as per requirement of SAIL Plants/Units as and when required during the engagement period. The tentative requirement of the paramedical personnel will be around 625 nos (as per Annexure-9. This requirement may increase or decrease during the term of engagement. Service Provider shall deploy required manpower downward or upward within 30 days of requisition by HLL.

General Scope

- To provide all services specified in the Scope of Work of this document with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry.
- Meet all the operational, maintenance and other recurring expenses during the day to day execution of the project
- To employ appropriate advanced technology, systems, best practices and methods. The service provider shall always act, in respect of any matter relating to this assignment, as faithful advisors to the HLL and shall, at all times, support and safeguard the HLL's legitimate interests in any dealings with third parties.
- Ensuring uninterrupted operations during period of engagement
- Any other related work assigned by HLL for smooth setting up and execution of project.
- Meet all statutory and regulatory guidelines and requirements
- Maintain the quality standards and the strict adherence to the SOP/protocols
- Daily, Weekly, monthly Reports and Coordination with all stakeholders.
- To maintain highest quality standards for the service delivery to beneficiaries at all times.
- Timely release of salary to the employees / labours placed by them.
- Ensure adherence with Minimum wages Act and all other statutory obligations applicable during the currency of contract.

- To ensure that all standard safety norms are been followed during execution of work by the Service Provider to avoid accidents causing damages to personnel, machines, buildings, etc.
- Service provider has to arrange a system/software to capture and record all activities in order to facilitate the invoice preparation and submission by HLL to SAIL. HLL shall have full access to this system/software.
- To maintain location-wise log book to record all activities carried out for checking and reference.
- To comply with all applicable laws, rules, and regulations in the performance of their obligations under the contract.
- To obtain and maintain all necessary licenses and permits required for the provision of the services under the contract.

Detailed Scope

- 1.1. To ensure placement of qualified and dedicated personnel to perform and supervise the activities under scope of work and to ensure quality and efficiency in service and also to act as a contact person to co-ordinate and interact with the stakeholders.
- 1.2. The qualification and age criteria for the contractually engaged manpower for deployment in Hospital/Health centres/ other establishment at SAIL Plant/Unit locations shall be as at Annexure –12.
- 1.3. A copy of the ESI Card/Accident Insurance Policy and the EPF account number of each outsourced manpower deployed is to be provided to HLL within Twenty-Five days from the date of joining.
- 1.4. Service Provider shall adhere to all the Central/State Govt. Taxes/Duties/Levies/Cess etc. as applicable from time to time. However, the same shall be reimbursed by SAIL at actuals.
- 1.5. To ensure that the personnel deployed should be polite, cordial and efficient while on duty and their actions should promote goodwill and uphold the image of the HLL and its Client.
- 1.6. Maintaining of All registers including attendance registers and other documents required for proper recording of the activities under scope of work and invoice preparation.
- 1.7. Working hours would be normally 8 hours per day during working days and applicable weekly off and other eligible leave as per applicable law shall be given to the staff. In case of such leaves retainer arrangements shall be made by the Service Provider at no additional cost to HLL.
- 1.8. To ensure that all the personnel engaged by the Service Provider shall have to be in proper uniform during duty hour. Uniform, ID card and other allied requirement as approved by HLL.

- 1.9. To ensure that all the personnel engaged by the Service Provider shall bear photo identity cards during the duty hour. (The Photo Identity Card shall be duly verified and countersigned).
- 1.10. Service Provider to ensure that all the outsourced manpower (Paramedical/MTS/SSW/USW) deployed by them shall always appear for work in well-groomed and presentable condition in clean and proper uniform in consultation with the concerned Plants/units.
- 1.11. The outsourced manpower deployed will be required to work in shift duties as notified by the SAIL officials to HLL from time to time. No separate/additional payment will be released on account of shift duty. The shift duty is for 8 hours. The manpower outsourced by Service Provider is required to adhere to the operational norms of HLL/SAIL at their respective place of work.
- 1.12. Service Provider shall make adequate replacements so that at no point of time, the number of outsourced manpower deployed shall be less than the agreed numbers. A penalty will be imposed by HLL on Service Provider (@ wages/day/person) in case the manpower deployed per day is less than the accepted numbers per day for 7 days, subject to a maximum penalty of 5 % of the monthly bill without GST.
- 1.13. HLL will arrange accommodation from SAIL on rent (Quarters of 1 BR/ equivalent type) to Service Provider for the Outsourced Manpower engaged subject to availability of quarters at a particular Plant/Mine location. The aforesaid accommodation will be allotted on rent at the rates as applicable to SAIL employees or as decided by the SAIL authorities. Other charges such as Electricity, Water charges, etc. shall be charged as per rates applicable for that category of Company quarters for SAIL employees or as decided by the SAIL authorities. The aforesaid charges shall be paid by Service Provider through HLL to SAIL. No HRA will be payable for the above outsourced Manpower (Paramedical/ MTS/ SSW) in the event of non-availability of Company accommodation at the Plant/Unit/Mine location.
- 1.14. The manpower engaged shall be provided with free medical benefits for self only at respective Plant Hospitals/Health Centres of SAIL, without any referrals.
- 1.15. To ensure timely payment / contribution of the EPF, ESI, Bonus, Gratuity etc as per the relevant rules and norms. Service Provider will be solely responsible for any consequential events due to failure of the same.
- 1.16. Service Provider shall be directly responsible for settlement of any dispute or grievance of the outsourced persons' relating to his/her deployment in the SAIL Plants/Units and any other matters that may arise in this regard

- and HLL or SAIL, in no way, will be responsible for settlement of such issues/dispute.
- 1.17. All liabilities towards payments of wages to the 'persons' arising due to non-compliance with any provisions of the Labour Laws or due to any human loss/injury (other than the responsibility of 'Occupier') during the course of work will be the sole responsibility of Service Provider .
 - 1.18. The outsourced manpower deployed by Service Provider will not have any claim whatsoever towards employment in HLL and/or in SAIL or to become the employees of HLL/SAIL or claim any employment from HLL/SAIL, and there will be no Employer and Employee relationship between the HLL/SAIL and the outsourced personnel engaged by Service Provider for deployment in SAIL Pan-India. This condition shall be suitably incorporated in the engagement offers issued by Service Provider to the outsourced manpower.
 - 1.19. Service Provider shall ensure that the outsourced personnel shall not form any association and shall not participate in any agitational activity /dissent which may adversely affect the environment/work requirements at the hospitals.
 - 1.20. The outsourced deployed manpower by Service Provider shall comply and abide with all safety and/or security requirements required under the Applicable Laws and for requirements and directions in connection therewith which may be issued by representatives of HLL/SAIL.
 - 1.21. To take insurance policies covering all risks caused to and caused by the employees / labours placed by them. The absence of any such insurance shall be at the cost and risk of the Service Provider .
 - 1.22. HLL shall subscribe to a group accidental insurance policy covering the supplied outsourced manpower granting coverage of Rs 15.00 lakh per individual. HLL will arrange the Insurance premium amount reimbursement from SAIL.
 - 1.23. HLL will nominate administrative personnel at each of the Plants/ Units as single point of contact with whom the Service Provider will coordinate. The administrative personnel shall also supervise the attendance and conduct of deployed manpower.
 - 1.24. Replacement: If the performance/conduct of an outsourced manpower deployed is not found satisfactory or there is shortfall of requisite manpower, Service Provider shall provide a suitable replacement within Five days on receiving a communication from SAIL Plants/Units in this regard.
 - 1.25. Service Provider must ensure and shall provide declaration that they have registered with each and every authority under all applicable provisions of the law requiring registration, such as, Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund and Miscellaneous Provision Act, 1952, Employees State Insurance Act, 1948 etc. Service

Provider will ensure that payment of consolidated amount to the deployed outsourced staff shall not be less than the minimum notified wages of respective state. Service Provider must declare that they have complied with all the prior requirements of licenses, wherever applicable, including payment of requisite deposits, wherever prescribed.

- 1.26. Service Provider undertakes that it shall comply with all conditions laid down under all applicable statutes, licenses and permissions and undertakes to keep all licenses and permission valid and subsisting during the period of the contract, failing which agreement shall be liable to be terminated with a prior notice of 15 days.
- 1.27. Service Provider must undertake to keep HLL/SAIL indemnified at all times during the period of the contract against any and all claims by any authority, Central or State Government or their bodies arising from any breach of the terms of the agreement by Service Provider or its employees or the deployed manpower.
- 1.28. Service Provider will provide the training to the staff pertaining to the Occupational Health & Safety, Behavior and Soft Skills and HLL will arrange 2-3 days induction /orientation training to the staff deployed pertaining to the job-profile, Hospital departmental quality SOP's etc from SAIL.
- 1.29. The outsourced manpower deployed by Service Provider viz. Paramedics/ Nursing Staff/SSW/MTS will be eligible to avail 12 days leave in a year subject to prior approval of HOM of concerned Plant.
- 1.30. The Consolidated/Gross Salary chargeable to SAIL Plants/Unit for the contractually engaged paramedics/ SSW/MTS shall be enhanced by 5% per year in case the tenure of contractually engaged paramedical staff is extended by respective Plant/Unit based satisfactory performance review by concerned Plant /Unit.
- 1.31. The contractual engagement shall be of purely temporary nature and shall not create any right of regular appointment on any grounds, whatsoever.

2. Other Terms and Conditions:

- 2.1. The human resources employed to carry out scope of work shall be Service Provider employees and will be remunerated/paid directly by the Service Provider .
- 2.2. The Service Provider must comply and adhere to the Labour Laws central/state, Workmen Compensation Act, EPF Laws, ESIC Laws, Income Tax Laws , Minimum Wages Laws, Bonus laws, Contract Labour (Regulations Abolition Act), 1970 and the Rules made there under for the time being in force, or any other law in force. Necessary labour license for both the labour inside & outside the state should be obtained.

- 2.3. The Service Provider must ensure that all official records of disbursement of wages/salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in premises of the client are maintained and available for inspection as required by HLL.
- 2.4. The Service Provider shall maintain a personnel file in respect of all the staff, deployed in Client's Site. The personal files shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary /Permanent and all grievances recorded by the staff vis-a-vis action taken etc.).
- 2.5. The Service Provider shall submit the details of amount deposited on account of EPF, ESI, Gratuity and Bonus etc. in respect of the deployed personnel to the concerned authorities from time to time. The Service Provider if called for shall produce to HLL authority the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- 2.6. It shall also be the responsibility of the Service Provider to ensure that they shall not employ any person below the age of 18 years old.
- 2.7. In case of Service Provider not having the required clearances or licenses at any point during the agreement, the agreement shall be terminated with immediate effect under risk and cost of the Service Provider and without any financial repercussions to HLL and any pending work will be arranged from alternate sources at the risk and cost of Service Provider .
- 2.8. The Service Provider is required to ensure that sufficient number of persons are employed with staggering duty timings etc. so that facilities will remain available during normal working hours as well as beyond depending on the need.
- 2.9. Wherever there is a demand of 24x7 un-interrupted services then number of persons considering 8 hour per shift shall be provided.
- 2.10. There shall be a nodal person in the Service Provider organization whose contact details shall be shared and should be available for contact at all times and shall be required to handle.
- 2.11. Service Provider shall define the escalation mechanism in case of any operational issue/ failure that is beyond the capability and control of nodal officer appointed. The same shall be shared with HLL
- 2.12. The Service provider shall make his own arrangement for commuting the personnel required to manage the work to the premises where services are to be rendered and no claim for offering residential accommodation shall be accepted.
- 2.13. In case of delay in reporting for the work resulting in user department not able to get services required as per schedule, penalties for violation shall be applicable as on back-to-back basis as imposed by HLL's client.
- 2.14. The Service provider , at their cost, shall provide uniforms to the different categories of personnel deployed by him and would also ensure that all

- the employees wear appropriate uniforms and safety gear and adhere to the safety standards wherever applicable. Uniforms should be approved by HLL. All staff would be in a neat, clean and well-groomed appearance and should carry proper ID cards as provided by the Service Provider including proper name badges. In case of violations suitable penalties shall be applicable.
- 2.15. The Service Provider shall comply with all rules and regulations regarding safety and security of its employees and HLL will in no way be responsible in any manner in case of any mishap to its personnel.
 - 2.16. The Service Provider shall cover its personnel for personal accident and death whilst performing the duty and HLL shall own no liabilities and obligations in this regard.
 - 2.17. In case of late reporting/ any incidence of disobeying instructions or misbehaving, by the staff deputed by Service Provider , suitable penalties as imposed by the client shall be applicable on back-to-back basis.
 - 2.18. The Service Provider should ensure that their personnel do not consume alcohol/do not smoke/do not take drugs in premises of user department. Further all are required to have working mobile and numbers to be shared with HLL authority.
 - 2.19. The Service Provider shall be responsible for the discipline and conduct of the personnel sponsored by them and in case the personnel lack in discipline and are not able to carry out the work designated, they shall provide replacement services of suitable personnel
 - 2.20. All legal & statutory compliances would be the responsibility of the Service Provider . Further, Continuous training of the employees would also be the responsibility of the Service Provider so that their employees are able to perform the work with the best professional competence.
 - 2.21. Expenses of HLL against any labour /legal disputes on account of this project shall be borne by Service Provider .
 - 2.22. In case any suit or action is instituted against the HLL/SAIL, by any person or body of persons in respect of any act committed or done by the Service Provider or the personnel engaged by the Service Provider , the Service Provider shall indemnify and keep indemnified the HLL/SAIL against all actions, suits, claims and demands whatsoever which may arise out of or in consequence of the performance of the contract.
 - 2.23. While availing the services provided, HLL will not undertake any monetary liability other than the amount payable to the Service Provider as per the contract for the services of personnel provided by them. Other liabilities, if any, shall solely rest with the Service Provider . If HLL has to bear such liabilities on unforeseen circumstances/occasions, the same shall be recovered from the Service Provider adjusting amounts payable to them on back-to-back basis.

- 2.24. The Service Provider shall have the financial capability in rendering the service/ disbursement of staff salary for a minimum period of 3 (three) months, in case of any delay in payment from the client. However, under any circumstances interest is not payable to Service Provider .
- 2.25. Terms & conditions of EOI through which Service Provider is empanelled with HLL shall form an integral part of this ETENDER.

3. SPECIAL CONDITIONS

- 3.1. Scope of work shall increase or decrease as per the requirement of the client, hence the Service Provider shall have the capability to accept it as per the same terms and conditions of the contract.
- 3.2. The Service Provider shall have all statutory permissions, licenses and experience to manage the scope of work in the states wherever they are engaged.
- 3.3. Appropriate number of Bio metric machine for attendance of all staff shall be made available.

SECTION G - ANNEXURES

ANNEXURE-1

BID FORM

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

To

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

Tender Ref. No.

We, the undersigned, have examined the above-mentioned Tender document, including amendment/corrigendum no. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver (Description of goods and services) in conformity with your above referred document, as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

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

We agree to keep our tender valid for acceptance as required in the ITB clause 8, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We hereby agree to all terms and conditions of the tender enquiry document and its amendments.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities. We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL
ANNEXURE-2

CATEGORY DETAILS OF ORGANIZATION

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

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

*The Udyam Registration no of the bidder

.....

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

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation: Address:

ANNEXURE-3

SELF DECLARATION – MAKE IN INDIA PREFERENCE

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

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

Seal and Signature of Authorized Signatory

ANNEXURE-4

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

We,

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

(Include name and address of the bidder)

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

.....

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

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

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

ANNEXURE- 5
FINANCIAL STATEMENT

Financial Year	Annual Turnover(In Rs.)
2021-2022	
2022-2023	
2023-2024	
Total annual turnover for the 3 financial years	
Average annual turnover for the 3 financial years	

Note: Enclose audited balance sheets, profit & loss statement and IT return for the above period duly certified by a Chartered Accountant as proof.

We hereby declare that the above Turnover figures are based on the audited financial statements of the firm.

Signature and stamp of Chartered Accountant	Signature and stamp of the bidder

ANNEXURE-6
PERFORMANCE STATEMENT

(For the period of last three years)

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

Sl. No	Client Details & Contact Number	Work Order Number	Description of Service Provided	Order Value (Rs.)	Period of Execution	Number of manpower supplied	Remarks

Date:

Signature and seal of the Bidder

Attested by

Name, Signature and seal of the Chartered Accountant with UDIN

ANNEXURE-7
SELF-DECLARATION NON BLACK LISTED

To,

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

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

Date:

Place:

Signature:

Name:

Designation:

Seal:

**ANNEXURE-8
INTEGRITY PACT**

(In the company letterhead with sign & seal)

All tenderers are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.

HLL Lifecare Limited.
Division :
Tender No:

INTEGRITY PACT

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

Between

HLL Lifecare Ltd. (CIN: U25193KL1966GOI002621) 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 _____, Designation..... (hereinafter called the “TENDERER/Seller”/Contractor/Agent which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Both HLL and TENDERER referred above are jointly referred to as the Parties.

Preamble

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 Tenderer/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:-

HLL/HCS/ETENDER/2024-25/01 Dated 04.10.2024

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 TENDERER 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 TENDERER, 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 TENDERERs with equity and reason, and will provide to all TENDERERs the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular TENDERER which could afford an advantage to that particular TENDERER in comparison to other TENDERERs in relation to tendering process or during the contract execution.

1.3 All the officials of HLL will report to IEM, 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 tenderer.

1.5 If the TENDERER 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 TENDERERs/ CONTRACTORS

2. The TENDERER 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 TENDERER 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 TENDERER 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 TENDERER 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 TENDERER shall disclose the name and address of agents and representatives and Indian TENDERERS 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 TENDERERS 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 TENDERER further confirms and declares to HLL that the TENDERER 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 TENDERER, 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 TENDERER 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 TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.12 The TENDERER 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 TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, 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 TENDERER's firm, the same shall be disclosed by the TENDERER 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 TENDERER 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 TENDERER 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 Tenderers, 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 TENDERER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Tenderer(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 TENDERER also undertakes to exercise due and adequate care lest any such information is divulged.

2.17 The TENDERER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.18 The Tenderer(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Tenderer(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

2.19 The Tenderer(s) shall not approach the courts while representing the matters to IEM and the Tenderer(s) will await their decision in the matter.

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

3.1 The TENDERER 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 TENDERER's exclusion from the tender process

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

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

4.1 The Tenderer(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 Tenderers and Contractors.

4.3 HLL will disqualify from the tender process all tenderers 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 TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER) 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

TENDERER. However, the proceedings with the other TENDERER(s) would continue.

ii. If TENDERER 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 TENDERER.

v. To recover all sums already paid by HLL, and in case of an Indian TENDERER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a TENDERER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the TENDERER 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 TENDERER, in order to recover the payments already made by HLL, along with interest.

vii. To cancel all or any other contract with the TENDERER. The TENDERER 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 TENDERER.

viii. To debar the TENDERER 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 TENDERER(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 TENDERER, 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 TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER), 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 TENDERER shall be final and conclusive on the TENDERER. However, the TENDERER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The TENDERER 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 TENDERER 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 TENDERER to HLL, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

7.1 HLL has appointed Sh. Ashok Kumar Mangotra, IAS (Retd.) as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Mr Ashok Kumar Mangotra, IAS (Retd.)
Independent External Monitor (IEM)
Office: HLL Lifecare Limited, HLL Bhavan,
Poojappura, Thiruvananthapuram 695 012, Kerala
Email: iemhll@lifecarehll.com

7.2 The responsibility of the IEM(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 IEM(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 IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.

7.6 The TENDERER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HLL including that provided by the TENDERER. The TENDERER will also grant the IEM(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 TENDERER. The IEM(s) shall be under contractual obligation to treat the information and documents of the TENDERER/ Subcontractor(s) with confidentiality.

7.7 HLL will provide to the IEM(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 IEM(s) option to participate in such meetings.

7.8 The IEM(s) will submit a written report to the CEO/CMD of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/TENDERER and, should consent arise, submit proposals for correcting problematic situations.

Clause.8. Criminal charges against violating Tenderer(s)/ Contractor(s)/

HLL/HCS/ETENDER/2024-25/01 Dated 04.10.2024

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Subcontractor(s)

If HLL obtains knowledge of conduct of a Tenderer, Contractor or Subcontractor, or of an employee or a representative or an associate of a Tenderer, 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 TENDERER and the TENDERER 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 tenderer 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 TENDERER /Seller, including warranty period, whichever is later, and for all other Tenderers/unsuccessful tenderers 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 Lifecare Ltd.

Tenderer

Witness

Witness

1.....

1.....

2.....

2.....

ANNEXURE-9

LIST OF SAIL HOSPITALS

State	Name of hospital	No of beds	Proposed Manpower Deployments nos. (numbers may increase/decrease during actual deployment)			Total
			Nursing Staff	Skilled Paramedical Staff (other than Nursing Staff)	Other Semi-skilled Staff	
Odisha	Rourkela (RSP)	600	135	35	15	185
West Bengal	Durgapur (DSP)	600	35	20	10	65
West Bengal	Burnpur (IISCO- SP)	336	35	20	10	65
Jharkhand	Bokaro (BSL)	910	80	35	15	130
Chhattisgarh	Bhilai Steel Plant (BSP)	860	100	50	30	180
Total						625

(more hospitals may be added during contract duration and bidder must extend services as required by HLL)

Annexure - 10
MANPOWER SERVICES

A. Outsourced Manpower Deployment (Indicative) for Hospitals/Health Centres/other associated establishments:

- i. **Skilled Paramedical Staff:** Nurses, Lab technicians, Imaging Technicians, Dieticians, Optometrists, ENT Technicians, PFT Technicians, ECG Technicians, Dialysis Technicians, CCU Technicians, OT Technicians, Blood Bank Technicians, Pharmacist, Phlebotomist, Blood Bank Counsellor, Physiotherapist, Dresser, Dental Technician, CSSD Technician, Vaccinator, Toxicologist, Environmental Hygienist, Health Statistician etc.
- ii. **Semi-skilled Staff/MTS:** Electricians, Plumbers, ETP/STP In charges, Laundry, Fire Safety team, Medical Transcriptionist, data entry operators etc.
- iii. **Unskilled Staff:** Attendants, Housekeeping and Sanitation team, Security Guards, Horticulture and Grass Cutting, Other Helpers etc.

B. Hospital Management Services: Outsourced Manpower for Indicative CLINICAL Services for Establishing /Operating/ Maintaining & Managing.

• Blood Storage Centers	• Blood Banks
• Blood Component Separation Units	• Neonatal Intensive Care Units
• Paediatric Intensive Care Units NICU	• New Born Care Corner
• Special New-born Care Units	• Labour Room
• IVF Labs (In-vitro Fertility)	• Operation Theatres & Modular Operation Theatres
• ICUs and Modular ICUS/ITU/ICCU	• Dialysis Units
• Virology Lab	• Microbiology Lab/Pathology/Bio-chemistry Lab
• Cathlabs	• Trauma care centres
• Burn care centres& Burn ICU's	• BMT Unit (Bone Marrow Transplant Unit)
• DEIC (District Early Intervention Centre)	• PSA Oxygen Generation Plants
• Procurement & Consultancy Services	• Health & Wellness Centres
• Audiometry Room	• Paediatric HDU
• Medical Gas Pipeline System	• Hospital Mgmt. Information System (HMIS), Skills Lab etc.
• Physiotherapy Unit	• Radiology Lab
• Endoscopy Unit	• ECG/EEG/TMT/Holter monitoring/Echo-Cardiography/Ultra-sound Unit

Manpower for Indicative NON-CLINICAL SERVICES

B. Managing the Hospital Facility Operations

- Illumination and Lighting
- Plumbing
- AHU Handling
- Pest and Animal Control
- Maintenance of Furniture and Fixtures
- Removal of Hospital Junk
- Tailoring of hospital dresses/ patients' uniform/ gowns etc.

C. Improvement of Waste Management

D. Bio Medical Waste Management: Liquid and Solid

E. Sanitation and Hygiene

F. Fumigation

G. Laundry Services and Linen Management

H. Ensuring the Quality of Water

I. Kitchen and Dietary Services

J. Ambulance Service

K. Data Entry Operators/Multi-Tasking Staff/Other Semi Skilled Workers etc.

L. Hearse Services

Concerned Plant/Unit may indent to HLL for the Outsourced Manpower services required in their Hospital/Health centres for smooth operations and uninterrupted services viz. Clinical and Non clinical.

Annexure- 11

Broad Specification for Outsourced Manpower to be deployed by Service Provider in SAIL Plants/Units

Sl. No.	Name of Position	Minimum qualification	Age Limit (in Years)	Minimum relevant working Experience	Proposed consolidated /Gross Salary chargeable to SAIL
1	Nursing Staff	Diploma in General Nursing and Midwifery B.SC.(Nursing) from an Institute recognized by Govt.	21-40 yrs.	1-year post-qualification relevant working experience	Rs.20000/-
2	Skilled Paramedical Staff	10+2 or its equivalent and Diploma relevant Technology/ Stream from in an Institute recognized by Govt.	21 - 40 yrs.	1-year post-qualification relevant working experience	Rs.18000/-
3	Other Semi-skilled Staff for Hospital/Health Centres/MTS	10+2 and relevant certificate from an Institute recognized by Govt.	21-40 yrs.	1-year post-qualification relevant working experience	Rs.15000/-

- SP shall ensure that consolidated amount paid to deployed manpower is not less than the minimum wages as per the prevailing rules.
- Plants/Units may like to further develop the detailed specification and terms & conditions for Outsourced Manpower (Paramedical personnel) keeping in view their specific requirement. An indicative list of posts at one of the Plant Hospitals is attached at Annexure - 8 for ready reference.
- Also, while detailing the job specification and terms & conditions for engagement of paramedics/SSW/MTS/USW, specifications. Plants/Units may keep in view the above proposed broad
- Further in addition to the above consolidated remuneration/ Gross salary, the manpower engaged through the above route may be provided with medical benefits for self only respective Plant Hospitals, without any referrals.

Annexure-12
Indicative List of Outsourced Manpower (Paramedical Personnel)
Deployment in SAIL Plant Hospitals/ Health Centres

Sl No	Name of the Post	ESSENTIAL QUALIFICATION	AGE LIMIT (IN YEARS)	Post-qualification relevant working Experienced required
1	NURSING SISTER/BROTHER	1) 10+2 OR ITS EQUIVALENT; AND GNM/B.SC. CERTIFICATE FROM A RECOGNISED INSTITUTE APPROVED BY THE GOVT. (Min. 3 YEAR) COURSE)	21-40	MINIMUM 1 YEAR WORKING EXPERIENCE
2	LAB. TECHNICIAN	1) 10+2 OR ITS EQUIVALENT; AND 2) DIPLOMA IN RESPECTIVE TECHNOLOGY FROM AN INSTITUTE RECOGNISED BY THE GOVERNMENT.	21-40	MINIMUM 1 YEAR WORKING EXPERIENCE
3	RADIOLOGY TECHNICIAN	1) 10+2 WITH SCIENCE OR ITS EQUIVALENT; AND 2) DIPLOMA IN MEDICAL RADIOLOGY TECHNOLOGY WITH MINIMUM 2 YEARS DURATION & ABOVE FROM A RECOGNISED INSTITUTION/HOSPITAL	21-40	MINIMUM 1 YEAR WORKING EXPERIENCE
4	DIETICIAN	1) 10+2 OR ITS EQUIVALENT; AND 2) B.SC. IN DIETICIAN OR ITS EQUIVALENT QUALIFICATION FROM A RECOGNISED INSTITUTION /HOSPITAL/UNIVERSITY.	21-40	MINIMUM 1 YEAR WORKING EXPERIENCE
5	AUDIOLOGIST AND SPEECH THERAPIST	MASLP/M.SC (SPEECH & HEARING) FROM RECOGNISED, UNIVERSITY OR INSTITUTION RECOGNISED BY REHABILITATION COUNCIL OF INDIA (RCI). CANDIDATE MUST BE HAVING REGISTRATION WITH RCI.	21-40	MINIMUM 1 YEAR WORKING EXPERIENCE
6	DENTAL TECHNICIAN	1) 10+2 WITH SCIENCE OR ITS EQUIVALENT, AND 2) DIPLOMA IN DENTAL HYGIENIST/TECHNICIAN OR EQUIVALENT FROM A RECOGNISED INSTITUTION /HOSPITAL WITH MINIMUM 2 YEARS DURATION	21-40	MINIMUM 1 YEAR WORKING EXPERIENCE
7	OPTOMETRIST	B.SC IN OPTOMETRY COURSE FOR A PERIOD OF 4 YEAR FROM RECOGNISED UNIVERSITY/INSTITUTION	21-40	MINIMUM 1 YEAR WORKING EXPERIENCE
8	OT TECHNICIAN	1) 10+2 OR ITS EQUIVALENT: AND 2) DIPLOMA IN OT Techn. (Min 2 yrs) FROM AN INSTITUTE RECOGNISED BY THE GOVERNMENT	21-40	MINIMUM 1 YEAR WORKING EXPERIENCE

9	DRESSER	1) PASSED 10 OR EQUIVALENT EXAMINATION 2) CERTIFICATE IN MEDICAL DRESSER (1 YR DURATION)	21-40	MINIMUM 1 YEAR WORKING EXPERIENCE
10	PHYSIOTHERAPIST	1) 10+2 WITH SCIENCE OR ITS EQUIVALENT; AND 2) DIPLOMA/DEGREE IN PHYSIOTHERAPY OR EQUIVALENT FROM A RECOGNISED INSTITUTION /HOSPITAL WITH MINIMUM 2 YEARS DURATION	21-40	MINIMUM 1 YEAR WORKING EXPERIENCE
11	CLINICAL PSYCHOLOGIST	M PHIL IN CLINICAL PSYCHOLOGIST	21-40	1 YEAR EXPERIENCE OF WORKING IN A MENTAL HEALTH HOSPITAL
12	DIALYSIS TECHNICIAN	1) 10+2 OR ITS EQUIVALENT; AND 2) DIPLOMA IN RESPECTIVE TECHNOLOGY FROM AN INSTITUTE RECOGNISED BY THE GOVERNMENT.	21-40	MUST HAVE ONE YEAR EXPERIENCE IN PATIENT CARE DIALYSIS TECHNICIAN CERTIFICATION. PRIOR EXPERIENCE IN A HEMODIALYSIS UNIT