

EXPRESSION OF INTEREST DOCUMENT
FOR

**EMPANELMENT OF TECHNOLOGY SERVICE PROVIDERS FOR
COLLABORATING WITH HLL FOR THE IMPLEMENTATION OF
THE ABDM (Ayushman Bharat Digital Mission) PROJECTS**

EOI Reference Number: HLL/HCS/2022-23/EOI/ABDM/03 Dated: 04.01.2023



HLL LIFECARELIMITED

(A Govt. Of India Enterprise)

CIN : U25193KL1966GOI002621

HLL Bhavan, Poojappura,

Thiruvananthapuram -695012, Kerala, India

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HLL LIFECARE LIMITED

(A Government of India Enterprise)

Healthcare Services Division

HLL Bhavan, Poojappura.P.O, Thiruvananthapuram – 695012, Kerala, India

Tele: 0471- 2354949

NOTICE INVITING EXPRESSION OF INTEREST

EOI No: HLL/HCS/2022-23/EOI/ABDM/03

Date: 04.01.2023

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites Expression of Interest (EOI) from interested parties for the EMPANELMENT OF TECHNOLOGY SERVICE PROVIDERS FOR COLLABORATING WITH HLL FOR THE IMPLEMENTATION OF THE ABDM (Ayushman Bharat Digital Mission) PROJECTS”.

Sl No	Particulars	Description
1	Name of EOI	Expression of Interest (EOI)” for the EMPANELMENT OF TECHNOLOGY SERVICE PROVIDERS FOR COLLABORATING WITH HLL FOR THE IMPLEMENTATION OF THE ABDM (Ayushman Bharat Digital Mission) PROJECTS”.
2	EOI Number	EOI No: HLL/HCS/2021-22/EOI/ABDM/03
3	Date of floating of EOI	04.01.2023
4	Pre EOI Meeting	10.01.2023 at 11.00 hrs
5	Last date and time for online submission of online EOIs	25.01.2023 at 14:00 hrs
6	Date and time of opening of EOI	27.01.2023 at 14:00 hrs
7	EOI document fee	Rs. 5900 including GST
8	EMD	Rs. 500000
9	Eligibility criteria for Participants	As per EOI document
10	Address for Communication at HLL regarding the EOI	Deputy General Manager (HCS) Healthcare Services Division HLL Lifecare Limited Corporate & Regd Office HLL Bhavan,Poojappura,Thiruvananthapuram-695012 E-mail: hcstenders@lifecarehll.com

GENERAL INSTRUCTIONS TO PARTICIPANTS

1. This EOI is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/e procure/app>
2. EOI 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/e procure/app>.
3. The EOI and its corrigendum/extension will also be published in our company website, URL address: <http://www.lifecarehll.com/tender>.
4. The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/e procure/app>). Aspiring Participants may download and go through the tender document.
5. All EOI documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/EOIs shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
6. The complete EOI process is online. Participants should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of EOIs. Prior to EOI DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open EOIs for evaluation purpose and shall be treated as non-responsive and shall be rejected.
7. Participants 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, Participants may contact the help desk numbers & email ids mentioned at the e-tender portal.
8. Participants 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 Participants are required to submit soft copies of their EOIs electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Participants in registering on the CPP Portal, prepare their EOIs in accordance with the requirements and submitting their EOIs online on the Government eProcurement Portal.

9.1 Registration

- a) Participants 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 Participants will be required to choose a unique user name and assign a password for their accounts.
- c) Participants 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 Participants are required to have Class II or above digital certificate or above with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- e) Upon enrolment, the Participants 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) EOIder 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 Participant intending to participate in the EOI 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/contractor. The Participants, who submit their EOIs 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 Participants having a valid and active registration, on the date of EOI submission, shall submit EOIs online on the e-procurement portal.

Only one valid DSC should be registered by a participant. Please note that the Participants are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- j) Ineligible participant or Participants who do not possess valid & active registration, on the date of EOI 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 Participants 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 Participants may combine a number of search parameters such as Organization
- b) Once the Participants 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 Participants through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- c) The participant 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 EOI

- a) Participant should take into account any corrigendum published on the tender document before submitting their EOIs.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the EOI. Please note the number of covers in which the EOI 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 EOI.
- c) Participant, in advance, should get ready the EOI documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. EOI 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 EOI, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Participants. Participants 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 EOI, and need not be uploaded again and again. This will lead to a reduction in the time required for EOI submission process.

- e) Note: My Documents space is only a repository given to the Participants to ease the uploading process. If Participant has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical EOI.
10. More information useful for submitting online EOIs on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>
11. Tenderer are required to upload the digitally signed file of scanned documents. EOI 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 EOI 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 Participants are requested to prefix +91 as country code
- E-Mail Support: For any Issues or Clarifications relating to the published tenders, Participants are requested to contact the respective Tender Inviting Authority
- Technical - support-eproc@nic.in, Policy Related - cphp-doe@nic.in
13. Participants 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 EOIs:

Deputy General Manager (HCS)
Healthcare Services Division
HLL Lifecare Limited
HLL Bhavan, Poojappura, Thiruvananthapuram - 695012,
Kerala, India
Tel: +91 4712354949
Email [_hcstenders@lifecarehll.com](mailto:hcstenders@lifecarehll.com)

15. The EOIs shall be opened online at the **Office of the Deputy General Manager (HCS)** in the presence of the Participants/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 Deputy General Manager (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 Participant during the e-procurement process.
17. A firm/participant shall submit only one EOI in the same bidding process. A Participant (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one EOI will cause all the proposals in which the Participant has participated to be disqualified.
- 18. Online EOI Process:**
The tender process shall consist of the following stages:
- Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>).
 - Pre-bid meeting: **10.01.2023** at 11.00 hrs
 - Publishing of Corrigendum: All corrigenda shall be published on Government e-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 elsewhere.
 - EOI submission: Participants have to submit their EOIs along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of EOI is allowed and manual EOIs shall not be accepted under any circumstances.
 - Opening of Technical EOI and Participant short-listing: The technical EOIs will be opened, evaluated and empanelled 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. All the Participants who meets the technical evaluation criteria will be empanelled. After empanelment, as and when requirement arises, HLL will invite RFQ from the empanelled Participants, based on the specific nature of requirement.
19. HLL Lifecare Limited does not bind themselves to accept the lowest or any EOI or to give any reasons for their decisions which shall be final and binding on the Participants.

- 20.** HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the tender and participant shall be bound to perform the same at his quoted rates.
- 21.** In case, it is found during the evaluation or at any time before placing of PO or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the participant or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare as deemed fit.
- 22.** Conditional EOIs and EOIs 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.
- 23.** HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the Participants and to carry out the capability assessment of the Participants and the HLL Lifecare Limited's decision shall be final in this regard.
- 24.** HLL Lifecare Limited Ltd reserves the right to amend or withdraw any of the terms and conditions contained in the EOI document including scope of work or reject any or all EOIs without giving any notice or assigning any reasons.
- 25. Submission Process:**
For submission of EOIs, all interested Participants have to register online as explained above in this document. After registration, Participants shall submit their EOI online on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>).
- Note:- It is necessary to click on “Freeze bid” link/ icon to complete the process of EOI submission otherwise the EOI will not get submitted online and the same shall not be available for viewing/ opening during EOI opening process.**

Deputy General Manager (HCS)

Section-1

INSTRUCTIONS TO THE PARTICIPANTS (ITP)

1. INTRODUCTION:

I. AYUSHMAN BHARAT DIGITAL MISSION (ABDM)

ABDM is a novel initiative of the Government of India to equip all the district hospitals (CHC, PHC, GH) with breakthrough online platform and an end to end integrated Hospital Management Information System (HMIS). ABDM is a large platform that encompasses a wide network of hospitals and health schemes being implemented by the Centre. ABDM will connect the digital health solutions of hospitals across the country with each other. The mission will not only make the processes of hospitals simplified but also will increase ease of living. The Digital Ecosystem will also enable a host of other facilities like Digital Consultation, Consent of patients in letting medical practitioners access their records, etc. With the implementation of this scheme, it is envisaged to bring the citizens, beneficiaries, hospitals, health institutions, Government and other stakeholders in a common platform in the health system. Also, the old medical records cannot get lost as every record will be stored digitally.

Hence, it has been decided to invite “Expression of Interest (EOI)” for the EMPANELMENT OF TECHNOLOGY SERVICE PROVIDER(S) FOR COLLABORATING WITH HLL FOR THE IMPLEMENTATION OF THE ABDM (Ayushman Bharat Digital Mission) PROJECT”

II. About HLL Lifecare Limited

HLL Lifecare Limited (HLL) is a public sector undertaking under the administrative control of the Ministry of Health & Family Welfare, Government of India. HLL’s purpose of business is “to 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 had diversified into hospital products and healthcare services, while nurturing its core business of providing quality contraceptives.

The Healthcare Services Division of HLL provides Medical Diagnostic Services (Laboratory and Imaging) and other facilities like Polyclinic. Our first center in association with CGHS started in February 2008 in New Delhi.

HLL is one of the few organizations who are capable of delivering medical diagnostic services in a partnership model on a national level. HLL through this division endeavours to strengthen the diagnostic service delivery capability of partner institutions and bring high quality & precise diagnostic services to users at affordable costs. Our BRAND is:

HINDLABS – “Providing Affordable and Reliable Solutions for quality Healthcare”

The changing attitudes towards healthcare and growing lifestyle diseases are increasing the need for reliable, affordable and quality diagnostic services. Effectiveness of healthcare delivery organizations are enhanced by focusing on medical care delivery and outsourcing services like Medical Laboratory Diagnostics, Medical Imaging Diagnostics etc to a specialist agency. The Healthcare Services Division through its brand HINDLABS offers outsourcing partnerships to partnering institutions in the areas of Diagnostic services and Health screening services.

Now, HLL plans to expand its business by foraying into the implementation of the ABDM Projects as per the guidelines of NDHM. HLL plans to form a new Business segment to develop capabilities to implement the project. HLL is planning to support the State Governments to establish an end to end IT enabled services in the district hospitals, primary health centres, medical colleges, health services in schools and community screening and even at the micro level. In remote places, where there is unavailability/lack of any health centres or hospitals the general public will be supported by telemedicine and through mobile health check up procedures. The HMIS services intended to be enabled in the hospitals is as per the ABDM guidelines. For successful execution and implementation of the project, HLL invites sealed Expression of Interest (EOI) from eligible parties to participate in the project as a service provider as per the Scope of Work described in this EOI. This empanelment and the shortlisted Agencies in this EOI, will also be used for partnering with HLL in ABDM projects for similar services. Hence, HLL is in lookout for a Technology Service Provider (TSP) Associate to undertake the Project at the state levels. As this is a purely Technology driven activity, HLL wants to engage with the best of the service providers who could associate with HLL to execute the project.

2. **GENERAL INFORMATION TO THE PARTICIPANTS**

- Participants may please go through the EOI document carefully to understand the documents required to be submitted as part of the EOI. Any deviations from these may lead to rejection of the EOI.

- Participant should take into account any corrigendum published on the EOI before submitting their EOIs.
- 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 participant 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 the Buyer including black listing.
- The buyer reserves the right to verify the claims made by the Participants and to carry out the capability assessment of the Participants and the Buyer's decision shall be final in this regard.

3. **SCOPE OF THE EOI**

The Buyer invites EOIs from the eligible, competent and experienced Participants who are capable of executing the scope as specified in Section-2, Clause no.2, and as per other EOI conditions and/or are willing to act as consortium partners for implementation of the project. Qualified Participants will be empanelled as Technology Service Providers (TSP) after finalization of EOI. A separate Request For Quote will be issued to empanelled firms as and when requirement arises for finalization of TSP for a particular project.

4. **ELIGIBLE PARTICIPANTS**

- A participant should have eligibility criteria as mentioned in the EOI document to submit EOIs.
- A firm/participant shall submit only one EOI in the same bidding process. A Participant (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one EOI will cause all the proposals in which the Participant has participated to be disqualified.

5. **SUBMISSION OF EOI**

- The Interested participant shall submit their EOI online only through the Government eProcurement portal (URL: <https://etenders.gov.in/eprocure/app>) as per the procedure

laid down for e-submission as detailed in the web site. For e tenders, the Interested Participants shall download from the portal. The Participant shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of EOIs, a system generated receipt can be downloaded by the participant for future reference. Copies of all certificates and documents shall be uploaded while submitting the EOI online.

- The EOI is invited in 2Envelope system from the registered and eligible firms at CPP Portal.
- a) Envelope - I (EOI document Fee and EMD):
EOI Document fee (Non-refundable) and EMD as per the EOI conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

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

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

NOTE

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

b) Envelope -II(Technical EOI):

Technical EOI should contain dully filled, signed and scanned soft copy documents as

mentioned in SECTION 2 - SELECTION PROCESS- Documents to be submitted along with the EOI (clause -6) and other required documents specified in this EOI document.

Note:-

1. HLL Lifecare Limited reserves the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then HLL shall take the following action:
 - a) The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
2. On demand of the EOI Inviting Authority, this whole set of certificates and documents shall be send to the EOI 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 EOI Inviting Authority before the deadline mentioned. The EOI Inviting Authority reserves the right to reject any EOI, for which the above details are not received before the deadline.
3. The EOI Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Participant during the e-procurement process.

5. DEADLINE FOR SUBMISSION OF THE EOI FOR INTERESTED PARTICIPANTS

5.1 EOI shall be received only online on or before the date and time as notified in EOI.

5.2 The EOI Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of EOIs, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Participant will not be able to submit his EOI after expiry of the date and time of submission of EOI (server time).

5.3 Modification, Resubmission and Withdrawal of EOIs

Resubmission or modification of EOI by the Participants for any number of times before the date and time of submission is allowed. Resubmission of EOI shall require uploading of all documents.

5.4 If the participant fails to submit his modified EOIs within the pre-defined time of receipt, the system shall consider only the last EOI submitted.

5.5 The Participant can withdraw his/her EOI before the date and time of receipt of the EOI. The system shall not allow any withdrawal after the date and time of submission.

6. EOI OPENING

EOIs of Interested Participants shall be opened on the specified date & time, by the EOI inviting authority or his authorized representative in the presence of Participants or their designated representatives who choose to attend. Opening of EOIs shall be carried out in the same order as it is occurring in invitation of EOIs or as in order of receipt of EOIs in the portal. The Participants & guest users can view the summary of opening of EOIs from any system. Participants are not required to be present during the EOI opening at the opening location if they so desire.

7. EXAMINATION OF EOI AND DETERMINATION OF RESPONSES

7.1 During the EOI opening, the EOI Inviting Authority will determine for each EOI whether it meets the required eligibility as specified in the note inviting EOI.

7.2 A substantially responsive EOI is one which conforms to all the terms, conditions, and requirements of the EOI documents, without any deviation or reservation only will be considered.

7.3 Non submission of legible or required documents or evidences may render the EOI non-responsive.

7.4 If a EOI is not substantially responsive, it may be rejected by the EOI Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.

7.5 Participant can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

7.6 In case only single EOI is received, then the purchaser reserves the right to accept/reject the EOI as per prevailing norms of GFR and CPP portal, or to go for retender.

8. CLARIFICATION OF EOI

8.1 To assist in the examination, evaluation, and comparison of EOIs, the EOI Inviting Authority may ask the participant for required clarification on the information submitted with the EOI.

The request for clarification and the response shall be in writing or by e-mail.

8.2 No Participant shall contact the EOI Inviting Authority on any matter relating to the submitted EOI from the time of the EOI opening to the time the contract is awarded. If the Participant wishes to bring additional information to the notice of the EOI Inviting Authority, he shall do so in writing.

9. CONFIDENTIALITY

9.1 Information relating to the examination, clarification, evaluation, and comparison of EOIs and recommendations for the award of a contract shall not be disclosed to Participants or any other persons not officially concerned with such process until the award has been announced in favour of the successful participant.

9.2 Any effort by a Participant to influence the Purchaser during processing of EOIs, evaluation, EOI comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Participants' EOI.

10. EOI VALIDITY

10.1 EOIs shall remain valid for the period of **5 years** from the date of empanelment. A EOI valid for a shorter period shall be rejected by HLL as non-responsive.

10.2 In exceptional circumstances, prior to expiry of the original EOI validity period, the Tendering Authority may request the Participants to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by email. A participant may refuse the request without forfeiting its bid security (if applicable). A participant agreeing to the request will not be required or permitted to modify its EOI, but will be required to extend the validity of its bid security (if applicable) for the period of the extension.

11 EOI DOCUMENT FEE AND BID SECURITY (EMD)

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

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

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

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

The Participants who failed to submit the EOI document fee and EMD before the submission deadline will be considered as technically non responsive.

- 11.2 Each EOI must be accompanied by EMD. Any EOI not accompanied by an acceptable Bid Security (EMD) shall be rejected as non-responsive.
- 11.3 The Bid Security (EMD) of the unsuccessful Participant shall become refundable as promptly as possible after finalization of the EOI.
- 11.4 The Bid Security (EMD) of the successful Participant will be discharged when the Participant has furnished the required Security Deposit and acceptance of LOI/Work order.
- 11.5 The Bid Security may be forfeited:

(a) If a Participant:

- Changes its offer/EOI during the period of EOI validity or during the validity of the contract.
- Does not accept the correction of errors

(b) In the case of the successful Participant, if the Participant fails:

- To sign the Agreement
- To deliver the material within stipulated time frame as per PO.
- To accept the Notification of award/Letter of Indent/ Purchase order and/or submit the security deposit.
- To acknowledge the Notification of award/Letter of Indent/ Purchase order within 5 days from the date of issue by sending the signed copy of the same.

- 11.6 In such cases the work shall be rearranged at the risk and cost of the selected participant
- 11.7 SSI/MSME units interested in availing exemption from payment of Bid Security should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar. But the Party has to provide Security Deposit, if work is awarded to

them.

11.8 The Bid Security deposited will not carry any interest.

12 ALTERATIONS AND ADDITIONS

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

12.2 The Interested participant shall not attach any conditions of his own to the EOI. Any participant who fails to comply with this clause will be disqualified.

13 NOTIFICATION OF EMPANELMENT (NOE)

13.1 Prior to the expiration of the period of EOI validity, the HLL will notify the successful participants in writing by registered letter or by email, to be confirmed, that its EOI has been accepted.

13.2 The notification of Empanelment will constitute the formation of the Contract. The supplier shall give acceptance of the Notification of Empanelment within 15 days from the date of issue by sending the signed copy of the same failing which, the purchaser shall have the right to cancel the NOE. The conditions mentioned in the Notification of Empanelment will be mutually binding for both the parties and the bidder and the purchaser shall abide by the same. In case of any default in any of the conditions of the Notification of Empanelment, the purchaser reserves the right to invoke Bid Securing clause.

13.3 The NOE is liable to be cancelled, if the participant is unable to comply with or violates any of the terms and conditions laid down in the this EOI document/NOE.

14 EMPANELMENT :

14.1 Qualified parties will be empanelled from the date of Notification of Empanelment.

14.2 The EOI Inviting Authority reserves the right to accept or reject any EOI and to cancel the EOI process and reject all EOIs at any time prior to the empanelment, without thereby incurring any liability to the affected Participant or Participants.

14.3 Empanelment will be initially valid for a period of 60 months from the date of Notification of Award and the same can be extended after reviewing the performance.

14.4 During the tenure of empanelment, as and when requirement arises, based on the specific nature of the project HLL will invite separate financial quotes from eligible empanelled TSP.

15 CONFLICT OF INTEREST.

The selected TSP 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. The selected TSP 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.

16 TERMINATION

Empanelment will be terminated on completion of period mentioned in the agreement and upon completion of all obligations by the parties. HLL reserves the right to terminate/ cancel the Notification of award/ agreement/empanelment at any time for any reason without any liability on HLL.HLL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part; if the TSP fails to perform any obligation(s) under the empanelment. In such event the TSP will be liable for all the consequent losses to HLL.

17 COURT JURISDICTION:

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.

18 INDEMNITY

The Interested Participant shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Participants/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 /Participants/Service Providers.(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 participant or its affiliate.

19 HLL'S RIGHT TO ACCEPT OR REJECT ANY OR ALL EOIs

20.1 HLL reserves the right to accept or reject any EOI, and to annul the EOI process and reject all EOIs at any time prior to award Contract award, without thereby incurring any

- liability to the affected participant or Participants.
- 20.2 HLL does not bind itself to accept the submitted EOIs and reserves the right to reject any or all EOIs at any point of time prior to the issuance of the Notice of award/Letter of intent/Purchase order without reason whatsoever.
- 20.3 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 EOIs from the Participants due to such changes, if any.
- 20.4 Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the participant from its empanelment.
- 20.5 HLL reserves the right to accept or reject any EOI and annul the EOI process and reject all EOIs at any time prior to award of contract without thereby incurring any liability to the affected participant or Participants or any obligation to inform the affected participant or Participants of the ground for the purchaser's action.

21 CONTACTING HLL

- 21.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL on any matter related to the bid, he shall do so in writing by sending email to hcstenders@lifecarehll.com.
- 21.2 If a Bidder tries to influence HLL directly or otherwise interfere in the EOI evaluation process and the Contract award decision, his EOI will be rejected.

22 GOVERNING LANGUAGE

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

23 TERMINATION

HLL reserve right to terminate/ cancel the Notification of Empanelment/ Letter of Indent/ Purchase order at any time for any reason without any liability on HLL.

24 LICENSE AND PERMITS

The Participant shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the scope of work and assignments awarded by HLL. The participant shall comply with all laws in force in India. The laws will include all national,

provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the participant. The participant shall indemnify and hold harmless HLL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the participant or its personnel.

25 EMPLOYEES OF HLL NOT INDIVIDUALLY LIABLE

No Director or official or employee of HLL shall in any way be personally bound or liable for the acts or obligations of HLL under the contract/empanelment or answerable for any default or omission in the observance or performance of the acts, matters or things which are herein contained. The Bidder shall not be entitled to any increase on the scheduled rates or any other rights or claims whatsoever by reason of any representation, explanation, statement or alleged understanding, promise or guarantees given or to have been given to him by any person.

26 INTEGRITY PACT

Pre-Contract Integrity Pact and Independent External Monitor

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by participant(s) at the pre-tendering stage itself, as a pre EOI obligation and should be submitted along with the financial and technical EOIs. All the Participants are bound to comply with the Integrity Pact clauses. EOIs submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by participant(s) at the pre-tendering stage itself, as a pre-EOI obligation and should be submitted along with the financial and technical EOIs. All the Participants are bound to comply with the Integrity Pact clauses. EOIs submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

The email id of the Independent External Monitor for HLL is given below.

Email id: jemhll@lifecarehll.com

27 RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017 FOR PARTICIPANTS FROM A COUNTRY SHARING LAND BORDER WITH INDIA.

Any participant from a country which shares a land border with India will be eligible to EOI in this tender only if the participant is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of GFR) inclusive of the latest amendments issued by Ministry of Finance, GOI at Appendix of this EOIding document. The participant must comply with all provisions mentioned in this order. A self-declaration (as

per format provided in Annexure 2) with respect to this order must be submitted.

28 PROVISIONS OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017

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

PPP MII - Preferences for Make in India products / services shall be applicable in line with Government Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments. Self-declaration to be submitted to claim MAKE IN INDIA preference as per Annexure 3.

SECTION 2- SELECTION PROCESS

1. ELIGIBILITY CRITERIA FOR PARTICIPANTS

The participant should be fulfilling the following preconditions and must also upload/submit documentary evidence in support of fulfillment of these conditions while submitting the EOI.

a.	The Participant shall be a sole provider/ Company which could be a Partnership Co/ LLP/ Private Ltd / Public Ltd by shares.
b.	Average Annual Turnover of Rs 200 Crores or above for last 3 financial years (i.e.2019-20, 2020-21 and 2021-22)
c.	The Participant should have been engaged in minimum 3 large ICT communication projects of consolidated value Rs. 10 Crores involving services to Govt./PSU/ Private/ International institutions, during the last five financial years. In such cases proof of completion certificate / work order shall be submitted.
d.	The participant should have positive net worth during the last three financial years.
e.	The participant should have been engaged in implementing at least three projects related to HMIS/IT/ITES solution in compliance with the health standards and IT standards mentioned in this EOI document.
f.	The participant or consortium members should have experience in the projects involving mobilization of adequate team members on ground and providing implementation support in Infrastructure/ HMIS / IT/ ITES projects in any Government / Private / International institutions in the last five years
g.	The participant should make sure that all applications defined in scope of work is ABDM compliant
h.	The participant should complete the ABDM sandbox integration process for all the applications defined in the scope of work (Ref ABDM Sandbox link: abdm.gov.in)
i.	The participant should complete integrations between consent manager, registries, HIU and HIP

2. SCOPE OF WORK FOR THE TECHNOLOGY SERVICE PROVIDER

HLL is planning to support the State Governments to establish an end to end IT enabled services in the district hospitals, primary health centres, medical colleges, health services in

schools and community screening and even at the micro level. The HMIS services intended to be enabled in the hospitals is as per the ABDM guidelines. The tentative Technology Service Provider has to associate with HLL for implementation of these projects at the state level.

Technology Service Provider (TSP) will be responsible for successful roll-out and adoption of ABDM projects for respective clients. This includes, but not limited to, Design, development, testing, operation and maintenance of below mentioned applications:

1. **Hospital Information Management System (HIMS)**
2. **Enterprise Resource Management (ERP)**
3. **Community Services Management and Frontline Workers**
4. **Citizen & Patients Web Portal & Mobile Application**
5. **Smart Mobile Application for Citizen and Health Workers**
6. **Electronic Health Record (EHR)**
7. **Integrations with existing State applications**
8. **Command and Control Centre (CCC)**
9. **Centralized IT Helpdesk / Incident Management**
10. **Medical College Management System**
11. **Picture Archiving and Communication System (PACS)**
12. **Telemedicine & Tele-radiology**
13. **Remote Patient monitoring system**
14. **Fleet management System**
15. **Patient Infotainment System**
16. **Point of Care Software**
17. **ABDM Compliance and Integration**

Hospital Information Management System (HIMS) – Core Application and Modules

HIMS core application caters to below functional modules to achieve the key objective of maintaining the health data across multiple public health facilities.

Patient Management	Electronic Medical/ Health Record
Helpdesk & Enquiry Management Module	General/Physician/Medicine
Patient Registration & Visit Marking Module	Oncology
Appointment Scheduling Module	Infertility & Assisted Reproductive Techniques

Multiple OPD Management Module	Dental
Queue Management System	Paediatrics & Neo Natal (Pre & Post)
MLC Reporting Module	Orthopaedics
Admission Discharge Transfer Module (ADT)	Skin & Cosmetology
Bed Management Module	Gastroentology
Wards Management Module	Gynac & Obs
Operation Theatre Module	ENT
Transfers & Referrals	Neurology
Emergency and Casualty Management	Nephrology
IPD Management Module	Ophthalmology
Patient Feedback Module	Cardiology
Clinical Management	Billing
Doctors Workbench Module	OPD Billing
Prescription Module	IPD Billing (Cash/Credit/Sponsored)
Nursing Workbench Module	Diagnostic & Departmental Billing
Multiple Surgery/Procedure Management	IPD Enquiry & Billing Estimate
Labour Room	Package Billing
Cancer – Radiotherapy Management	
Cancer – Chemotherapy Management	Configurations
Cancer – TNM & Group Staging	Administration Module
Care Plan Management	Masters & Configurations
Cath Lab	EDP Roles & Rights
Anaesthesia Management	Corporate Accounts Management
CPOE & SOAP	MIS Reports
Backend Modules	
Store & Inventory Management Module	Insurance & Claims
Purchase Management	Corporate & Payer's Agreement Management
Medical records Department (MRD)	Insurance & Services Management
Linen & laundry	Payer Portal Connection Management
Housekeeping Module	Credit Claims Settlement Management
Equipment Maintenance Module	
Pharmacy Module	Diagnostics Management System

Indent Management	Radiology Information System
	Laboratory Information System
Additional Modules	
Report Template Generation & Reporting Module	PACS & Imaging
Barcode Read & Write Module	Zero Footprint Viewer
Diet, Kitchen & Canteen Management	3D DICOM Workstation
Document Management System	PACS Server
Roster Management	Endoscopy Viewer & Recorder
HR and Payroll Module	Reporting Template Management
Static & Automatic SMS & Emailing Module	
Ticket & Complaint Management	College Management
Autopsy	Student Management
CSSD	Admission Process Management
Forensic Medicine & Toxicology	Employee Management
Pay-outs Manager	Library Management
Finance Reporting	College Store & Inventory
Business Analytics	Hostel & Dormitory Management
Eye Bank	Examination Module
Blood Bank	E Learning Management System
Organ Donation	
Accounting Interface	Patient Engagement Platform
Birth & Death Registration	Patient remote registration
Telemedicine	Electronic Health Record
Haemodialysis Information Management	Medicine intake/Exercise/Appointment Reminder
Remote patient monitoring system	Patient Calendar
Quality Management System	Immunization Reminders
GIS based attendance management system	Patient education module
	Patient Calling E Consultation Facility
Hospital Mobility	
Phlebotomy Mobile Application	Patient Navigation
Pathologist Mobile Application	Patient indoor navigation system

Doctors & Nursing Mobile Application	IOT based Employee Tracking System
Radiologist's Mobile Application	Patient Infotainment System

The above list is indicative. The TSP will propose the modules and functionalities to meeting the state requirements. The proposed HIMS application must be web and mobile enabled, built on enterprise application platforms with sufficient flexibility for customization based on the need of each and listed healthcare facility. The proposed HIMS must use standard relational database and must ensure full consistency, security and availability of data for reporting and analytics requirement.

It is mandatory that the proposed HIMS should align with all the provisions and guidelines provided in “National Digital Health Blueprint (NHDB)” final report published by Ministry of Health and Family Welfare, Government of India. The proposed HIMS should comply with the guidelines and provisions of “Ayushman Bharat Digital Mission” released by National Health Authority (NHA).

The proposed HIMS should comply with the all the applicable health and Information Technology (IT) standards as well as protocols, unless otherwise mandated by the Government. The Solution should be based on and compliant with relevant industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, testing and implementation. The system shall adhere to all the IT standards published by the Government of India and other applicable medical standards.

Enterprise Resource Planning (ERP)

TSP will responsible to implement a full-fledged ERP for all health facilities in State. ERP should contain below mentioned but not limited to modules:

- Finance, Accounting, Costing & Budgeting
- Procurement and Inventory Management
- Human Resource Management (Including Employee and Manager Self Service) & Payroll
- Supply Chain Management
- Dashboard and Reports
- System Administration

Citizen/ Web Portal

Citizen web portal should be part of the proposed solution by TSP which shall take care of continuation of patient care. Patient details such as, diagnoses, laboratory / radiology reports, prescription will be available online for respective patients with their valid user credentials.

Electronic Health Record

The EHR will provide access to information in the form of result data, text documents, scanned documents, images and waveforms from interfaced foreign systems and medical devices (if applicable). The Technical Service Provider should provide an Electronic Health Record (EHR) that includes a patient's medical history, diagnosis, medications, treatment plans, immunization dates, allergies, radiology images, and laboratory and test results. The service provider should also include the list of doctors and specialists available in a DH, PHC, CHC, etc. based on their specialization. The service provider should also allow evidence based tools that enable a doctor to take decision about the mode of treatment to be adopted for the particular patient.

Integration with state applications

The proposed solution needs to integrate with existing state applications and solution to track and monitor beneficiaries under other program.

Command and Control Centre (CCC)

The CCC should be able to monitor and plan the health policies for the state. All IT applications should be integrated with currently functional CCC of the respective states. The data analytics and dashboarding outcomes from MIS should also be available at State CCC.

Centralized IT Helpdesk

A centralized IT Helpdesk is required to be set up as part of the scope. The IT helpdesk service should serve as a single point of contact for all ICT related incidents, information and service requests. The key requirements for IT Helpdesk for incident management should include:

- Facility for reporting issues / problems related to the IT infrastructure, Network or HIMS
- Provide a service desk facility and to set up all necessary channels for reporting issues to help desk. The incident reporting channels will be the following:
 - a. Specific E-Mail account
 - b. HIMS Web Portal / Mobile App
 - c. SMS
 - d. Chatbots
- To implement a call logging system in line with the severity levels as per defined SLAs.

AYUSHMAN BHARAT DIGITAL MISSION (ABDM)

The solution proposed by the TSP should bring the citizens, beneficiaries, hospitals, health institutions, Government and other stakeholders in a common platform in the health system through ABDM which will go with the building blocks of ABDM including

1. Creation of unique health ID for the citizens
2. Healthcare Professional Registry (HPR)
3. Healthcare facility registry
4. ABHA Mobile App (PHR)
5. Unified Health Interface

COMPLIANCE WITH ABDM

Following are the core requirements and the architectural priorities.

- a) Unique and Reliable Identification of stakeholders across the whole eco-system.
- b) Trustworthiness of the information created by the entities in the eco-system
- c) Capability for creation of a longitudinal health record for every individual from information held in diverse systems.
- d) Managing the consents for collection and/or use of personal/ health data, to ensure privacy and confidentiality, in conformance to the laws of the land. Proposed solution should be compliant with Ayushman Bharat Digital Mission's (ABDM) policy defined for State health ecosystem implementation

Compliance to Health Standards

S.No.	Category	Description of Suggested Compliance Standards
1	International Classification of Disease (ICD) – 10 or higher	Classify and code all diagnoses, symptoms and procedures recorded in the system
2	Systemized Nomenclature of Medicine – Clinical Terms (SNOMED CT)	Systematically organized computer process able collection of medical terms providing codes, terms, synonyms and definitions used in clinical documentation and reporting
3	Logical Observation Identifiers Names and Codes (LOINC)	Database and universal standard for identifying medical laboratory observations
4	Current Procedural Terminology (CPT)	Medical code set to report medical, surgical, and diagnostic procedures and services to entities

5	Health Level (HL7)	Set of international standards for transfer of clinical and administrative data between software applications & focuses on application "layer 7" in the OSI model
6	Digital Imaging and Communication (DICOM) 3.0	Standard for the communication and management of medical imaging information and related data enabling the transfer of medical images in across systems through Picture Archiving & Communications System (PACS), including Web Access to DICOM Persistent Objects (WADO)
7	Picture archiving and communication system (PACS)	Digital storage, transmission and retrieval of radiology image
8	Health Insurance Portability & Accountability Act (HIPAA)	National standards to protect individuals' medical records and other protected health information
9	Fast Healthcare Interoperability Resources (FHIR)	Interoperability standard for electronic exchange of healthcare information

Compliance to IT Standards

S.No.	Category	Description of Suggested Compliance Standards
1	Platform Flexibility	Web-centric, multi-tier architecture XML / XBRL/ JSON based standards wherever applicable Compliance to SOA and Web-services
2	Interoperability	Open Standards and Web Services Usage of standard APIs and messaging protocol Service-oriented architecture (SOA) Support multiple industry standard databases with ODBC, JDBC and Unicode compliance
3	Usability	Guidelines defined for Websites / Portals by Government of India
		Language Support: Bilingual support i.e., in English and Hindi language with Unicode support for text editing, file name, data storage

		Dates: All functionalities MUST properly display, calculate, and transmit date data, in 21st-Century date data (DDMMYYYY) format
4	Information access / transfer protocols	SOAP, HTTP/HTTPS
5	Information Security	ISO 27001 Data transfer over internet should be encrypted with TLS 1.3 security protocol along with appropriate encryption mechanism
6	Operational integrity & security management	ISO 17799
7	Service Management	ISO 20000
8	IT Infrastructure management	ITIL / EITM
9	Internet Protocol Suite	TCP / IP, IPv6
10	Communication Suite	SMTP / POP
11	Network Protocol	SFTP / FTP
12	Data Elements	MDDS / XML / XBRL
13	World Wide Web	W3C
14	Mobile	OWASP
15	Documentation	IEEE / ISO

TECHNICAL SPECIFICATIONS

The platform shall leverage combinations of technologies and cloud agnostic solution framework. Ecosystem should be following multi-tenant system approach to cater to the requirement of accessibility of the applications across various health facilities for seamless and interdependent usage.

DESIGN GUIDELINES AND POLICY STANDARDS

TSP shall comply with all the policies and guidelines relating to Integrated Digital Health Solution ecosystem, including but not limited to

- Aligned with National Digital Health Blueprint and strategy overview
- Health data management policy and notifications
- Security and Data privacy policy

- Guidelines for health information provider, health repository providers
- MeitY guidelines relating to all aspect of Integrated Digital Health Solution ecosystem
- Any other policy, rules provided by NHA

Solution component design considerations should be follows as applicable -

- Pluggable and scalable architecture
- Technology enabler and easy adoption of new technology products
- Open-sources software products
- Platform as digital health enabler
- Quality health services

Platform security

Application Layer

This layer represents the entire functional boundary of different functional modules (core, ancillary and backend administration) of Integrated Digital Health Solution.

- a) Web services Interface - A Web service interface should allow third-party applications to call functions using standard web services interfaces. TSP must follow best practices for designing APIs.
 - a. Open API Specifications (recommended 3.0)
 - b. Interface to access and tryout defined APIs
 - c. Documentation of APIs Should follow publisher / subscriber mechanism for better control
 - d. Segregation of resources and collections
 - e. Provide examples for API resources
- b) User authentication and authorization - Global authentication and service authorization should be the most suitable as per requirement when application subcomponents are designed as separate service in a decoupled micro service based architecture. Key aspects need to be considered –
 - a. Fine-grained object permissions
 - b. Global authentication to manage the lighter load
 - c. Authorization should be controlled by the respective micro service to reduce network latency
 - d. No centralized failure for authorization

SCALABILITY

Integrated Digital Health Solution Platform should have capability to upscale and downscale based on load to ensure service delivery and better resource utilization. All the application

components of the solution must support both horizontal and vertical scalability to provide continuous growth to meet the requirements and demand of healthcare ecosystem. Whereas transactional database system should be designed to support high availability to eliminate the risk of system failures. System can handle increasing number of requests without adversely affecting the response time and throughput of the system.

PLATFORM SECURITY

TSP should take a holistic approach while defining an Enterprise Information Security Architecture and wherever required sensitive data should be secured and provide fixation of STQC testing issues reported by CERT-In emplaned security auditor. Also, must provide all infra related requirement considering application, data, network and infra security. To ensure application security, system should comply to the following –

- System should not allow any unauthorized access
- All fields should be validated at client and server side on submission
- All end point should be secured using strong authentication methodology to avoid security breaches.
- Session management should be implemented
- Standard code practices should be followed to avoid memory leak, not reachable code, unhandled exception, and duplicated code.
- Distributed logging to diagnose any issue related to the performance, security breach or system failure.

INTEGRATION WITH SMS / E-MAIL/WHATSAPP GATEWAY

SMS / e-Mail/ Whatsapp gateway should act as common communication service, integrated as part of Integrated Digital Health Solution framework, and should be used to deliver SMS/e-Mail/Whatsapp-based services to all end users/patients and other stakeholders as well as healthcare staffs. The gateway should support both push and pull services. It should also support bulk notification services so that common information can be pushed to group of people or general citizen as per requirement based on defined criteria. A citizen / patient or healthcare staff should also be able to request for specific set of information / services at the individual level.

INTERFACE WITH DICOM COMPLIANT RIS (RADIOLOGY INFORMATION SYSTEM):

- DICOM Compliant files/reports

- DICOM compliant PACS interface, if separate RIS (optional)

INTERFACE WITH LOINC COMPLIANT LIS (LABORATORY INFORMATION SYSTEM), IF SEPARATE LIS:

- HL7 v2.x based order management and reporting (optional)
- LOINC codes for tests and observations

PRIVACY AND SECURITY STANDARDS:

- Alignment with Health data Management policy
- Access Control (ISO 22600:2014)
- Transport encryption
- Data encryption (at rest) (optional – with safeguard)
- Audio Trial
- Digital Certificate, TLS/SSL, SHA 256, AES-256 – for security

OTHER COMPLIANCES:

- EHR architecture compliance (ISO 18308:2011) (optional)
- Compliance with ISO/HL7 for Health Informatics (ISO/HL7 10781:2015) (optional)
- Compliance with set of consent manager and ABDM APIs

Note:

- (1) The service provider may be required to provide all the solutions as a single package or in parts (stand alone modules) on requirement basis as instructed by the contract provider/holder.
- (2) The Service provider/participant shall not be in a tie-up or association with any other private or Government entity presently for implementation of the solution being offered.
- (3) The successful service provider/participant shall not utilize the same software/technology across India other than with the Buyer, as long as the contract(s) exists.
- (4) In cases where the contract provider/ holder requires his own HMIS (totally or individual modules) to be implemented the service provider/participant should be willing to act as an implementing partner and channelize his resources and services

as per the terms of the agreement between the contract provider/holder and the service provider /participant for that particular project.

3. DEBARMENT

The Participant should not be debarred for fraudulent and corrupt practices by any Government entity in India as on the date of EOI. Participant shall submit an Affidavit in this regard

4. PERIOD OF SERVICE

The service provider should be able to provide the solution in a particular DH, CHC, PHC, etc within a period as required by HLL from the receipt of a contract and should provide necessary customizations as and when required by the contract holder. The solution will be under a support period of one year that includes implementation, testing, UAT and Go-live, post Go-live support and troubleshooting and training. Post this, solution has to be under an AMC for a period of ten years as per terms and conditions stipulated by the contract holder.

The party should agree to provide the solution exclusively to the Buyer only for the period of the contract or completion of the project whichever is earlier in their own brand name or a brand name as suggested by the BUYER.

5. SELECTION PROCESS

Methodology of evaluation of Service provider

The proposal shall be evaluated as per following procedure:

- The Technical Evaluation Committee (TEC) appointed by the Buyer will screen the parties based on the Eligibility Criteria and submitted documents. The firms that fulfill Eligibility Criteria will be technically evaluated based on a methodology as detailed below.
- Only the service providers evaluated to be suitable primarily shall face further scrutiny.

Technical Evaluation Methodology

- The short-listing of the participating firms will be made on the basis of the following parameters and weightage:

1. Technical Qualification criteria

SI No	Evaluation Parameter	Weightage (marks)	Supporting Documents
1	Financial Capability: The participant shall have a minimum average turnover of INR 200 Crore for the last 3 years from IT/ITeS/ Consulting services	20	Certificate issued by Statutory Auditor/CA for Turnover with Unique Document Identifier Number (UDIN).
	a. Minimum INR 200 Crore: 2 marks		
	b. More than 200 crores till 500 Crores: 5 marks		
	c. More than Rs. 500 Crores: 10 Marks		
2	The participant have experience in ongoing or completed projects of total value Rs. 10 Crore, in design, development, implementation of projects in IT Transformational project / ICT Components / E-Governance/ Digital Solution projects with any Government / State Government / PSUs / International Institutions in last five (5) financial years	20	Copy of Work order/ Client certificate/ Contract copy AND with Client project completion certificate specifying the project details and value vis a vis the criteria stated in the RFP. In case of an on-going project phased completion certificate (provided by client) should be submitted.
	The consolidated project cost should be Rs 10 Crores or above.		
3	The participant members should have experience in the projects involving mobilization of adequate team members on ground and providing implementation support in Infrastructure/ HMIS / IT/ ITES projects in any Government / Private / International institutions in the last five years	10	Copy of Work order/ Client certificate/ Contract copy AND with Client project completion certificate specifying the project details in the prescribed format as in Annexure-6.
4	Approach and Methodology:	20	To be signed and submitted in Technical EOI.
	The Participant should propose the Approach & Methodology (PPT) to be covered in the technical proposal, detailing:		
	• Understanding of the Project		
	• Solution Architecture, Design, Scalability		
	• Project Management Methodology		
• Solution components and Output			

	<ul style="list-style-type: none"> • Human Resources Deployment Plan and Delivery Timeline • Training Methodology • Adoption strategy • Rollout Strategy • Handholding strategy • Location wise on boarding and support • SLA management strategy • Strategy for achieving outcomes • Risk Mitigation Plan • O&M Methodology 		
5	<p>Participant Certification – Participant must be a CMMi Level 3 or above Certified Company</p> <p>i. CMMi Level 3 (10 marks)</p> <p>ii. CMMi Level 5 (20 marks)</p>	10	Copy of Valid Certificate.
6	Adherence to ABDM guidelines & Integration with ABDM sandbox	20	Certification from NHA / specific mail communication mentioning the firm's solution is ABDM integrated in the sandbox environment.

The eligible Participants who score more than 75 marks on the above 6 parameters, will be asked to give a presentation on the proposed solution. Date, time and venue of the presentation will be communicated to Participants after opening of the technical proposal.

2. Technical Presentation Details:

1	Technical Presentation and Functional Demonstration:		100	Technical presentation cum demonstration to be given by the Participants
	Marks given on software modules			
	Patient Management	10		
	Billing			
	Configurations			
Electronic Medical/ Health Record				

Clinical Management	
Insurance & Claims	
Backend Modules	
Diagnostics Management System	
Additional Modules	10
College Management & LMS	10
PACS & Imaging	10
Hospital Mobility	10
Patient Internal Navigation	10
Patient Engagement Platform	10
Patient Infotainment System	10
Use of Open source Technology: 10	
Over all presentation & Demonstration: 10	

Participants will be ranked as per the marks they score during technical presentation and functional demonstration. First five participants in such ranking will be empanelled as Technology services providers.

- The Buyer may appoint a committee to enter into further scrutiny of the service providers primarily identified as meeting the criteria.
- The Buyer may reject all proposals if they are found to be unresponsive or unsuitable if they represent major deficiencies in complying with the requirements.
- The final selection of the Service provider shall be made by the Buyer based on the recommendations of the Technical Evaluation Committee.

6. DOCUMENTS TO BE SUBMITTED WITH EOI

- Signed copy of Eoi Document (**all pages of Bid documents to be signed & stamped**) by the Bidder as token of acceptance of the Terms & Conditions.
- EOI document fee & EMD Payment details

- Bid form as per Annexure-1
- Profile of the Organization (emphasis to implement HMIS/ Hospital based Projects) as per the format provided in Annexure -4
- Performance statement as per Annexure-6
- Details of the solution being ABDM compliant
- Organization Structure
- Authenticated copy of the certificates of incorporation/registration of the organization
- Copy of GST registration certificate
- Copy of PAN Card / Exemption certificate from Income Tax Department
- Memorandum of Association/Articles of Association.
- Certificate issued by Statutory Auditor/CA for Turnover for last three financial years with Unique Document Identifier Number (UDIN).
- Audited balance sheet and Profit and Loss statement for last three years.
- CMMI certification
- Certification from NHA / specific mail communication mentioning the firm's solution is ABDM integrated in the sandbox environment.
- Certificate from HR mentioning resources deployed on the previous projects project to establish eligibility as per Section 2, clause no. 1.f
- Power of attorney for signatory of EOI in Rs.200 stamp paper duly notarized
- Work orders copies and satisfactory implementation certificates to establish execution of ICT contracts worth minimum Rs. 10 Crores as per Section 2, clause no. 1.c. Copy of Work order/ Client certificate/ Contract copy AND with Client project completion certificate specifying the project details and value vis a vis the criteria stated in the RFP. In case of an on-going project phased completion certificate (provided by client) should be submitted.
- Approach & Methodology (PPT) to be covered in the technical proposal
- Positive net worth statement from Chartered accountant
- Declaration stating that firm is not 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 non conviction in any illegal activities

- ANNEXURE-2 - SELF DECLARATION – COMPLIANCE TO RULE 144 (XI) OF GFR 2017
- ANNEXURE-3 - SELF DECLARATION – MAKE IN INDIA PREFERENCE
- Signed Integrity pact Agreement As per Annexure-5
- Other Documents mentioned in technical qualification criteria

7. Post Empanelment Process

- a) The tentative Technology Service Providers (TSP), who meets the terms and conditions of this EOI shall be evaluated and empanelled after scrutiny as per the criteria detailed in clause no.5, Selection process
- b) As and when requirement arises, based on the specific nature of the planned business project, HLL will invite separate financial quotes from eligible empanelled TSPs. HLL reserves right to decide whether its requirement for service provider is to be finalized from empanelled TSPs.
- c) Empanelled TSPs shall make independent assessment of proposed project and submit their financial quotes and L1 participant will be finalised as TSP for that particular project.
- d) HLL will have the right to reject proposals if they are found to be unacceptable
- e) HLL reserves right to expand or reduce the panel of TSPs at its discretion at any time.

Note:

- 1) Conditional offers are liable for rejection.
- 2) The Participants should give clause by clause compliance of EOI with references to supporting documents; otherwise the offers are liable for rejection.
- 3) The Participant to indemnify the Buyer from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
- 4) While the Expression of Interest has been prepared in good faith, the Buyer does not make any commitment or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omission herein, or the accuracy, completeness or reliability of information contained herein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this request, even if any loss or damage is caused by any act or omission on its part.

- 5) Organizations are requested to keep the information and details strictly confidential. We are looking for your support and co-operation in getting fully responsive Expression of interest.
- 6) The Buyer shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their EOI and other expenses.
- 7) The Buyer reserves the right to reject any or all the Expressions of Interest without assigning any reason thereof.
- 8) The process of inviting EOI is for ascertaining various options available to the Buyer. After evaluation / examination of the offers, the Buyer may at its sole discretion decide further course of action.
- 9) The Buyer reserves the right to deal with the proposal in any manner without assigning any reasons for the same. The decision of the Buyer in this regard shall be final.

Penalty Clause

1. Any false submissions/falsification of details and enclosures will lead to disqualification of the interested participant.
2. Any disagreement regarding the scope of work after opening of technical EOIs will lead to disqualification of the participant.

ANNEXURE-1

EOI FORM

Ref:

Date:

To,

Deputy General Manager (HCS)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949
Website – www.lifecarehll.com

Dear Sir,

EOI: EMPANELMENT OF STRATEGIC PARTNER FOR EMPANELMENT OF TECHNOLOGY SERVICE PROVIDER(S) FOR COLLABORATING WITH HLL FOR THE IMPLEMENTATION OF THE ABDM (Ayushman Bharat Digital Mission) PROJECT

EOI No.

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

We undertake that in case our EOI is accepted, we shall Commence work and shall make all reasonable endeavour to achieve contract acceptance.

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

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

The costs of withdrawals of these deviations / exclusions are enclosed with the Price Schedule. In case a formal final Contract is not prepared and executed between us, this EOI, together with your written acceptance of the EOI and your notification of award,

shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any EOI you may receive.

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

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

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

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

ANNEXURE-2

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 EOI:

.....

(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 EOI who is from a country which shares a land border with India will be eligible to bid in this EOI 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-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 EOI, 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 EOI 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
Participant's Profile

1	Name and address of the company			
2	Contact Details of the Participant (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
3	Area of business			
4	Annual Turnover for 3 financial years (Rs in Cr)	2019-20	2020-21	2021-22
5	Date of Incorporation			
6	GST Registration number			
7	PAN Number			
8	Number of technical manpower on company's rolls			

*Relaxations are provided for startups and MSMEs as per Government norms

Annexure -5

PRE-CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on day of the month of , between, **HLL Lifecare Limited.**, <Address> India, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s (Address of the Bidder) (Hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to invite Expression of Interest (Eoi) for selection/empanelment of technology and logistics partner for a Collaboration with HLL for providing services for and the BIDDER is willing to participate in the Eoi as per the terms and conditions mentioned thereon;

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership company (strike off whichever is not applicable), constituted in accordance with the relevant law in the matter and the BUYER is a PSU, a Government of India-owned corporation.

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 :-

Enabling the BUYER to select/ empanel partner for providing services for..... (Name of the product) through the Eoi in a transparent and corruption free manner, and Enabling BIDDERS 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 the BUYER 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:

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, 'organisation 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 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of BIDDER

3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- a) The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- b) The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or, execution of the contractor 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.
- c) BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- d) BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

- e) The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such, intercession, facilitation or recommendation.
- f) The BIDDER either 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 the BUYER 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.
- g) The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- h) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i) The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- j) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of EOI. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- m) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
- n) In the event of the BIDDER being acquired by or getting collaborated with another company as part of a merger, acquisition, buy out, sell out or take over the interest of the BUYER should not be affected and the terms and conditions shall be the same as in the contract until the term of the contract expires or the completion of the project.
- o) The BIDDER shall be responsible for providing the necessary AMC for a period of ten years starting from the second year of the completion of the project.

- p) The BIDDER in event of inability to provide support shall provide necessary knowledge transfer to the BUYER and the source code wherever necessary.
- q) The BIDDER should be able to automatically update the software in accordance with the upgrades that happen from time to time in ABDM.
- r) The Bidder should have applications which are required to be developed, customized, implemented and integrated as per ABDM guidelines is expected not to limit scope to below mentioned applications only. Bidder may offer to implement additional applications (if required) to achieve proposed outcomes.

4. Previous Transgression

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

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

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the

knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- a) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- b) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- c) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission.
- d) To recover all sums paid in violation of this Pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.2 The BUYER will be entitled to take all or any of the actions mentioned above, also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

6. Independent Monitors

- 6.1 The BUYER appoints Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.
- 6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accept(s) that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.
- 6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the

parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER. If a BIDDER, should the occasion arise, submit proposals for correcting problematic situations.

7. Facilitation of Investigation

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

8. Law and Place of Jurisdiction

8.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9. Other Legal Actions

9.1 The actions stipulated in this 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.

10. Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the contract period with the BUYER in case a contract is signed. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this Integrity Pact.

BUYER

Name of the Officer:

Designation:

HLL Lifecare Limited (address)

Place:

Date:

Witness:

1.

2.

BIDDER

Name of the Officer:

Designation:

M/s

Place:

Date:

1.

2.

Annexure 6- Performance statement

This is to certify that M/s has successfully and satisfactorily completed the following assignments

Sr. No	Assignment Contract No & Date	Description of work / services provided	Contract price of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed	Address of organization with Phone No. where assignment done.
1							
2							
3							

Place :

Signature with Office Stamp

Date :

Name & Designation