

E-TENDER DOCUMENT

FOR

**SELECTION OF SERVICE PROVIDER FOR
RADIOLOGY INFORMATION SYSTEM- PICTURE
ARCHIVING & COMMUNICATION SYSTEM AND
TELERADIOLOGY SOFTWARE SOLUTIONS ON
SOFTWARE-AS-A-SERVICE (SAAS) MODEL**

Tender No: HLL/ HCS/eTender/2023-24/03 Dated 26.10.2023



HLL Lifecare Limited
(A Government of India Enterprise)

**HLL Bhavan, Poojappura, Thiruvananthapuram -
695012, Kerala, India. Tel: 0471-2775637, 2354949**

CIN: U25193KL1966GOI002621

Email: hcstenders@lifecarehll.com | Website – www.lifecarehll.com

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HLL LIFECARE LIMITED

(A Government of India Enterprise)

Healthcare Services Division, Corporate Head Office, Poojappura, P.O,

Thiruvananthapuram – 695012, Kerala, India.

Tel: 0471 235 4949, 0471-2775500 (EXTN – 637/639)

NOTICE INVITING TENDER (NIT)

Number: HLL/ HCS/eTender/2023-24/03

Date:26.10.2023

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

Sl.No	Particulars	Description
1	Name of Item/Work	RADIOLOGY INFORMATION SYSTEM- PICTURE ARCHIVING AND COMMUNICATION SYSTEM AND TELERADIOLOGY SOFTWARE SOLUTIONS ON SOFTWARE AS A SERVICE MODEL
2	Location of Delivery/Work	HLL's own facilities like Medical Lab, Imaging Centers, Hospitals & Polyclinics HLL's clients, service providers across the globe and any other location as required by HLL.
3	Brief description of Item/Work	Identification of service provider for supply/Development, Installation & Implementation of Radiology Information System- Picture Archiving & Communication System and Teleradiology Software Solutions (RISPACS) on Software As A Service (SAAS) model for Healthcare Services Division, HLL Lifecare Ltd
4	Bid Security/EMD	Rs.2,00,000.00
5	Bid submission fee/Tender fee	Rs. 5,000.00
6	Project duration	Total association with the bidder is planned for ten (10) years from Go-Live day. Implementation to be completed within 90 days from the date of the Letter of Intent /Notification of Award/ Purchase order.
7	Price Validity	180 days from the date of opening of bid
8	Eligibility criteria for Bidders	As per the Tender document
9	HLL A/c Details for payment of Tender Fees and EMD (Payment mode: NEFT/RTGS)	Name of Bank: HDFC BANK A/c number: 00630330000563 IFSC Code: HDFC0000063 Branch name: Vazhuthacaud, Thiruvananthapuram

10	Date and place of Pre-Bid Meeting	HLL BHAVAN, Poojappura , Thiruvananthapuram 01.11.2023, 11:00am – 12:00pm
11	Prebid Meeting Online Link	Google Meet joining info Video call link: https://meet.google.com/zxg-rorc-nui
12	Last date and time for online submission of online bids	15.11.2023 , 14.00 hrs
13	Date and time of opening of e- tender	16.11.2023, 14.00 hrs
14	Address for Communication at HLL regarding the tender	Deputy General Manager (HCS) Healthcare Services Division HLL Lifecare Limited Corporate & Regd. Office, HLL Bhavan, Poojappura, Thiruvananthapuram-695012. E-mail: hcstenders@lifecarehll.com

DISCLAIMER

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

The information contained in this Tender Document or subsequently provided to Bidder(s) whether verbally or in writing by or on behalf of HLL Lifecare Limited (HLL) shall be subject to the terms and conditions set out in this Tender Document and any other terms and conditions subject to which such information is provided. Though adequate care has been taken in the preparation of this NIT document, the interested firms shall satisfy themselves that the document is complete in all respects. The information is not intended to be exhaustive.

Interested Bidders are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the NIT document is complete in all respects and firms submitting their bids are satisfied that the NIT document is complete in all respects. If a bidder needs more information than what has been provided, the potential bidder is solely responsible for seeking the information required from HLL.

HLL reserves the right to provide such additional information at its sole discretion. In order to respond to the Bid, if required, and with the prior permission of HLL, each bidder may conduct his own study and analysis, as may be necessary.

HLL Lifecare limited (HLL), Thiruvananthapuram reserves the right to reject any or all of the applications submitted in response to this NIT document at any stage without assigning any reasons whatsoever. HLL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the NIT Application.

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

GENERAL INSTRUCTIONS TO BIDDERS

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

9.1 Registration

- a) Bidders are required to register in the Government e-procurement portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class II or above digital certificate or above with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify /nCode / e-Mudra etc.), with their profile.
- f) The bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed to the terms and conditions including all the Forms/Annexure of this tender.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSCs to others, which may lead to misuse.
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

9.2 Searching for Tender Documents

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

9.3 Preparation of Bid

- a) Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) The bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document
/ Schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with a black and white option which helps in reducing the size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.
- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

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

11. Tenderers are required to upload the digitally signed file of scanned documents. Bid documents may be

scanned with 100 dpi with a black and white option which helps in reducing the size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

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

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

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

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

Technical - support-eproc@nic.in | Policy Related - cphp-doe@nic.in

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

**Deputy General Manager (HCS)
Healthcare Services Division
HLL Lifecare Ltd, HLL Bhavan,
Poojappura, Thiruvananthapuram,
Kerala, India- 695012,
Tel: 0471-2775500, Extn : 631,639,637.
Email – hcstenders@lifecarehll.com**

15. The bids shall be opened online at the **Office of the Deputy General Manager (HCS)** in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at the 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 Bidder during the e-procurement process.
17. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

18. Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
- ii. **Pre-bid meeting:** HLL shall hold a pre-bid conference (PBC) as per schedule given in NIT. In this PBC, HLL would address the clarifications sought by the bidders with regard to the NIT document and the project. HLL reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it. The corrigendum or final decisions after PBC will be hosted on HLL website "www.lifecarehll.com".
- iii. Publishing of Corrigendum: All corrigendum shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.
- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed, and manual bids shall not be accepted under any circumstances.
- v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. Opening of Financial Bids: Bids from the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in the critical date section.

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

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

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

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

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

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

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

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

DEPUTY GENERAL MANAGER (HCS)

SECTION – I
INSTRUCTIONS TO THE BIDDERS (ITB)

1. Company Background:

1.1. About HLL

A company aimed at realizing the government’s family planning program, HLL Lifecare Limited started as a manufacturer of natural rubber latex condoms. The foundation paved the way for a big dream that was in a nascent stage, aimed at changing the lives of a number of people. And as HLL metamorphosed into a nation’s brand, the dream grew by leaps and bounds. The company spread its wings to diversify into a healthcare major, with great emphasis over healthcare services. As the company successfully completes 56 years of consistent quality performance, HLL is entrusted with greater responsibilities – the affordable pharmacy network across the nation, healthcare services and much more. It’s no wonder that, at HLL, work is really about ‘innovating for healthy generations’, each day.

The glorious journey of excellent healthcare has traversed over 56 years. HLL Lifecare Limited proudly celebrated its Golden Jubilee year in 2016 - A celebration of the rich legacy of a great organization that has always reached out to the society, through quality services and products, with a commitment to the welfare of people.

Today, HLL has emerged into a global corporate of international acclaim spread across 118 nations, taking under its wings 4 subsidiaries comprising 21 offices and 7 manufacturing units across locations having a multitude of products ranging from contraceptives & hospital products to pharmaceuticals: and services from diagnostics to infrastructure development.

HLL has indeed emerged as a force to reckon with, its name being synonymous with integrity, credibility and concern for society striving continuously to uplift the quality standards and cost-effectiveness of healthcare in the country.

1.2. About Hindlabs

HLL is one of the few organizations who are capable of delivering medical diagnostic services in a partnership model on a national level. Healthcare Services (HCS) Division of HLL Lifecare Limited provides Medical Diagnostic Services (Laboratory, Imaging, and Teleradiology) and other facilities like Wellness Clinic/Polyclinic to partner institutions under the brand name “HINDLABS”. Our first center in association with CGHS started in February 2008 in New Delhi. Currently, HLL has over 231 Diagnostic labs and 57 imaging centers, 4000 plus collection centers (Which includes PHC, RH, DH, SSH, RRH, WH & MH) and 52 medical imaging centers in various states and cities across India. In addition to those facilities, sample collection is being done through diagnostic labs from direct walk-in patients. We operate in Government Medical College Hospitals (GMCH) in Kerala. HLL is engaged in the NFDS (National Free Diagnostic Scheme), the projects under NHM in the States of Maharashtra and Assam for providing Free Medical diagnostic services to the patients in the Public Sector. In the State of UP, the NFDS is being implemented for the FREE-CT scans to the beneficiaries in the State of UP.

Through its various ventures, Healthcare Services Division targets market intervention to bring down the cost of various services and products to make them affordable for common man HLL through this division endeavors to strengthen the diagnostic service delivery capability of partner institutions and bring high quality & precise diagnostic services to users at affordable costs.

The Healthcare Services Division (HCS) also has numerous projects in the pipeline and intends to explore the possibility of having a wide stratum of medical Imaging and other related healthcare business projects.

The details of high end Imaging installations of Hindlabs is shown below.

Project / Location	CT / MRI units
NHM UP Project	45
AIIMS, Gorakhpur	1
AIIMS, Bhopal	1
Darjeeling	1
Uluberia	1
Kerala Centers	
Thriuvananthapuram	1
Neyyattinkara	1
Nedumangadu	1
Parassala	1
Thrissur	1
Alappuzha	1
Kottayam	1
Kozhikode	1
Total	57

Apart from the above own projects , HLL is providing teleradiology services to various government and private clients. Altogether (including own projects and for clients) approximately 1800 to 2000 scans (CT/MRI) per day on average is being reported by HLL’s Teleradiology Team.

2. Tender Details And General Scope

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from eligible, competent, and experienced bidders for providing Radiology Information System PACS & Teleradiology software solution and services (Here in after called as “RISPACS”) on software as service (SAAS) model and replace the existing software application for Healthcare Services Division within the timeframe indicated in this document. HLL plans to address both business and technology needs, through this Solution. HLL expects the successful bidder (Here in after called as “Service Provider”) to adhere to the approach described in this document with possible improvements thereto.

The general scope of work includes, but not limited to following:

- a) Supply and Installation of RISPACS related software and databases on locations as per the requirement of HLL during contract period and providing services on SAAS model.
- b) Create Web application security, Mobile Application security & API Security.
- c) Create Information Security infrastructure for secure internal and external communications using appropriate technology.

- d) Implementation services including test and production instances, data conversion and migration, training and change management, documentation, helpdesk setup, warranty services and AMC thereafter.
- e) Advice on appropriate Cloud Hardware & Network infrastructure, installation, and commissioning of Hardware & Networking Infrastructure in association with hardware vendor/service partners.
- f) Post Implementation support: Onsite support for 6 months after the date of GO-Live with approval from HLL official for all locations and support may be rendered as and when needed at new locations during the contract tenure.

2.1. Description of scope of work

- a. Scope of work includes, but not limited, to verifying and study of requirement, conceptualizing, configuring and customization of the solution to meet the requirement of HLL, compliance of audit recommendations, performance testing, roll out, stabilization, provision of services during engagement period and post go-live support etc.
- b. Supply and Installation of RISPACS related software and databases on locations as per the requirement of HLL during contract period and providing services on SAAS model.
- c. Planning and executing data conversion and migration of all data from existing legacy software solutions to the new solutions, including archiving of past data. All required data fields from the existing software databases shall be exported from all existing locations in a desired format coordinating with existing service provider, and import the data to new software with provision to access anytime across all platforms.
- d. Periodical maintenance, upgrade, version upgrades, customization of the solution and services
- e. Training of users and HLL's core team members including developing necessary documentation, user manuals, training material, conducting change management workshops etc.
- f. The Service provider shall provide onsite/online support during the entire contract/engagement period as per the requirement of HLL, from the date of Go-Live without any additional cost.
- g. During the tenure of agreement, if HLL enters into agreement with any clients/firms for rendering teleradiology services, the service provider will be bound to provide service until the contract completion period with the clients.
- h. For each new teleradiology projects of HLL , Service provider must ensure obtaining UAT and Go-Live certificates for each project.
- i. The Service provider shall provide onsite manpower support during entire implementation period of each new site as required.
- j. The Service provider shall provide detailed cloud server specifications for the required system based on the current volume of transactional data managed by software used by HLL.
- k. All implementations/installations during the period of association will be free of cost.
- l. The Service provider shall propose the upgrade plan for the existing cloud server as and when HLL adds additional projects/centers and install the proposed solution.
- m. Necessary guidance and support for the implementation and designing the system architecture, installation and implementation/ commissioning of necessary cloud solution including virtual machine specifications, storage both offline & online and network infrastructures in association with hardware vendor/service partners.
- n. It is the responsibility of the service provider to provide unidirectional and bidirectional interfacing for all imaging equipments , wherever possible.
- o. Application shall work on hybrid models where remote locations software works without internet

- connection.
- p. In the case of hybrid models, the incorporation of technology updates shall take minimum downtime at hub and spoke model locations without affecting HLL operations.
 - q. A ready to configure dashboard with default healthcare related modules shall be made available by default. *Refer - upfreectservices.com*
 - r. The dashboard should be able to accommodate new projects. In case a new project gets added on connecting to the database similar to above mentioned dashboard models, the data should get populated and added onto the dashboard.
 - s. Any requirement/customization suggested on the existing dashboard design or software interface shall be made by the bidder project wise throughout the contract period free of cost.
 - t. Real Time dashboards for all individual projects shall be developed and designed during the implementation period as part of project implementation with default ready to configure dashboard. Any customizations on the default dashboard page shall be a part of UAT and incorporate those changes before Go-Live.
 - u. A helpdesk with support ticketing system shall be made available to ensure 24*7 support. The basic objective of the help desk is to track and resolve IT related issues and provide IT related services and deliverables on time. This module will help users (or requesters) to raise tickets or service requests, export MIS/Reports for the tickets raised and manage them throughout their lifecycle.
 - v. The system shall follow Ayushman Bharat Digital Mission (ABDM) guidelines and requirements.
 - w. Generation of E invoice with QR Code- Interfacing of GST site as applicable.
 - x. Service provider shall facilitate data migration and support, at any point during the contract period to any other software solution available with HLL if HLL so desires, and also upon contract termination all data shall be migrated as required by HLL.

2.2. Technical requirements

2.2.1. General requirements

- a. All applications should be web-based / web-enabled and the system architecture should be based on open industry standards and protocols.
- b. The platform should be compatible with any operating system, including Windows, Mac OS, Linux, iOS, and Android.
- c. The system will be centrally deployed and globally accessed. Access should not be restricted locally.
- d. The system shall be designed to be scalable and extensible.
- e. The proposed solution Should be Vendor Neutral Archive (VNA) level 3 and above with Cross-Enterprise Document Sharing (XDS) with IHE Integration profile.
- f. Role based access shall be planned to ensure high granularity without compromising on security needs of the application.
- g. The Operating System and browser to run Applications and Database would be as per latest specifications and develop updates based on windows update time-to-time.
- h. The application should be platform independent on the server side and should allow any operating system from the client side to connect to the application over intranet or internet.
- i. Data mining and warehousing support, providing multi-dimensional view of data, MIS and DSS reports is desirable from the application.
- j. New servers can be added dynamically to increase capacity, load balancing can be used to ensure

- that the servers are proportionately utilized.
- k. Presentation layer shall have Cross Platform application access, Compatibility with multiple browsers, HTML platform independent, Web Tier - JSP / Servlet, Open-Source Rapid Application Development
 - l. Application Layer shall support for all leading application servlets, Easy to upgrade i.e., server level upgrade only
 - m. Data Encryption, firewall, Application-level security for user roles and responsibility, OS security and application Security shall be ensured.
 - n. The platform should have a zero footprint viewer, meaning that it should not require any software installation on user devices, reducing the IT burden on devices of doctors.
 - o. The platform should provide a smart worklist that can prioritize cases based on clinical urgency, patient history, and other factors.
 - p. The platform should have a performance/TAT tracker enabling to track TAT for each scans at granularity and provide relevant matrices for analytics and performance improvement
 - q. The platform should provide comprehensive analytics and dashboards to help radiology departments track key performance indicators, monitor productivity, and identify areas for improvement.
 - r. Integration to existing RIS/Billing software systems/workstations using standard interfaces like HL7, DICOM must be possible.
 - s. Technology today is evolving at a rapid pace, enabling faster change and progress, causing better user experience. The required solution should be capable of incorporating latest technology updates, patches in terms of speed enhancement, accessibility, efficient data communications, AI & Machine learning, UI/UX and all HL7 & HIPAA health standard and all other updates, etc. free of cost for a period of Ten (10) years from the date of agreement.
 - t. Solution must be a secured and NO freeware/open-source tools/third party tools must be used in any part of the solution. The bidder should submit a certificate declaring conformance for this.
 - u. Bidder will be asked to demonstrate the features and inability to show any feature can result in their bid being rejected.

2.2.2.Security

The solution shall work on secure environment where the architecture should include appropriate firewall services with following features:

- a. Provide an intermediary between an external end-user/system on an external network and the HLL internal systems on the HLL internal networks.
- b. Decouple and map an external user session to an internal session to provide secure access to the desired system.
- c. Allow only certain ports and/or protocols to remain open.
- d. Block internet access to specific sites/systems from cloud server.
- e. Firewalls in cloud data center shall be configured with failover for high availability.
- f. Intrusion Detection and Prevention System (IDPS) including Denial of Service (DOS) detection shall be used to monitor and control any malicious traffic to and from the internet, server, etc.
- g. The vendor shall develop and implement an —IT Security Policy “for the required IT solution. This IT Security Policy shall be in line with guidelines and standards. The Vendor shall also keep itself updated with the latest IT Security Policy of the Government.

2.2.3. Data ownership

- a. HLL shall remain the owner and custodian of all kinds of data.

- b. The Vendor shall ensure the provision of appropriate and adequate security levels for the protection of such data and other technology resources, which shall come into its custody during the implementation and maintenance of the required solution.
- c. The infrastructure for the required solution, at each of the sites, shall be strictly and exclusively used by the Vendor for processing data. Under no circumstances shall the infrastructure be used for any other purpose by the Vendor.
- d. HLL/its authorized representative(s) shall conduct periodic/surprise security reviews and audits, to ensure compliance by the Vendor to these control/access provisions.

2.2.4. Information Security Policy

Bidders have to prepare information security policy in-line with the requirements of ISO 27001:2005. The Bidder will have to incorporate these policies into the network and application design etc., as appropriate. The information security provisioning may be audited either by HLL/ an external auditor authorized by HLL. The agency is expected to provide the following documents prepared in-line with the requirements of ISO 27001:2005 models:

- a. Information Security Policy
- b. Risk Assessment Methodology
- c. Organization of Information Security Policy (internal and external)
- d. Information Assets Management Policy.
- e. Human Resource Security Policy to ensure that employees of HLL have a common understanding of security requirements, vulnerabilities, and threats, and they understand and accept their own security responsibilities.
- f. Physical and Environmental Security Policy
- g. Communications and Operations Management Policy
- h. Access Control Policy
- i. Information System acquisition, development and maintenance Policy
- j. Information Security Incident Management Policy
- k. Business Continuity Policy
- l. Disaster Recovery Policy

Bidder will implement any modification in the IT Security Policy desired by HLL and also suggest security provisioning based on incidents during operations to plug security loopholes.

2.2.5. Policy design

Specific and detailed policies shall be designed in the following areas, but not limited to, in discussion with HLL:

- a. archiving, retention, and destruction of records
- b. backup, disaster recovery, mirror backups etc
- c. downtime and server maintenance/updates.
- d. support related which includes escalation matrix
- e. timelines for new customizations based on each requirement

- f. Upgrade & Patch

2.2.6. Integration

Integration services should address requirements of integration for application to application and of data integration in such a manner that the business operations across functional areas are managed to the satisfaction of HLL.

2.2.7. Centralized data repository

The solution envisaged by HLL assumes a centralized master data repository to be shared by all the units/centers based on their requirements. Centralized/Common master data repository means that there would be only one set of master data across the organization capable of maintenance from any or all clients/projects with a centralized approval system. The master will have data common to all client/project as well as data specific to a client/project. While managing data, the system must provide adequate control and security for addition, modification, deletion and validity, etc. The values will be assigned to individual clients/ projects based on their requirements. The solution shall allow the user to configure multiple tariffs based on project requirements. Detailed technical specifications are included in Section IV of the document.

2.3. Project Duration

- a. The total association with the bidder is planned for ten (10) years from the date of award of contract/ NoA/PO
- b. Implementation to be completed within 90 days from the date of the Letter of Intent /Notification of Award/ Purchase order.

2.4. Project Deliverables & Milestones

- 1. Detailed project plan (which should be updated regularly) indicating the key phases / activities of the project and the expected timelines for each phase / activity should be submitted.
 - The project break up into logical phases and subphases.
 - Activities making up the sub-phases and phases.
 - Key milestones and deliverables along with their dates.
 - Start date and end date for each activity.
 - The dependencies among activities.
 - Resources / Consultants to be assigned to each activity.
 - Resources (core team, business team and process owners) expected from HLL for each activity.
- i. Implementation Services & Project initiation.
 - Project Initiation Report & Presentation.
 - Hardware, Third Party Software and Network Requirement Report.
 - Required Minimum cloud Space Requirements.
- ii. Solution Customization Design.
 - Customization strategy report.
 - Interface document.
 - Between HLL & Client Institution Realtime dashboards & MIS reports through APIs.
 - Between HLL Bio medical equipment's and third-party machine providers through HL7.

- Custom Business report/ MIS details.
- iii. Solution Customization Development.
 - Customization and Interfacing Prototype with necessary documentation (Business Blueprint Maps).
 - Solution Prototype validation feedback documentation.
 - Subsequent rounds of solution prototype validation. Sign-off of the same.
 - QA process document.
- iv. Solution Validation
 - User Acceptance Tests (UAT).
 - System Integration Tests (SIT).
 - Performance Test Results (PTR).
- v. Data Conversion
- vi. Assist in Change Management
 - Change Management Approach Report / Presentation.
 - Conduct Change Management programs on one-on-one individual schedule basis or in groups and at different locations.
- vii. Training
 - Training Requirement Report for HLL Core /Technical team members and end-users.
 - Training plan for prototype validation.
 - RISPACS Training for HLL Core & Technical Team Members
 - o Training on RISPACS and other applications, including training to HLL database administrators, system administrators including backup & restoration, system executives for development including reports and maintenance of packages.
 - o Training to IT team on administration of cloud servers, managing local servers, real time dashboards, storage, DR servers, SAN and backup systems.
 - o Training to HLL end- users on RISPACS and other applications including the methodology of bio medical machine interfacing and integration etc.
 - o HLL RISPACS solution Training and end user manuals along with online documentation.
- viii. Custom Development Report and Documentation.
- ix. Integration.
 - The successful bidder must integrate the RISPACS system with certain retained legacy applications or new bolt-on applications like HMIS. The detailed list in this tender document is only an indicative list and the complete list will depend on the final solution proposed by the successful bidder and accepted by HLL
- x. Executing Cut-Over from Legacy Applications to RISPACS Solution
 - Implementation of Fully configured Production Instance.
 - Cut-over strategy report and presentation to HLL Core Team.
- xi. Post Implementation Support
 - The successful bidder will provide onsite support as required by HLL.
 - Uninterrupted support service shall be ensured for the entire duration of engagement period free of cost
 - The successful bidder is expected to transfer knowledge and provide guidelines in setting up and managing an RISPACS technical team by HLL, including the processes to be followed in logging request for assistance, assigning requests to specific helpdesk

individual, recording resolution and tracking the overall time frame from logging a call to its resolution. The knowledge and guidelines will encompass all aspects of the help desk such as configuration, report writing, database administration, system administration etc.

- xii. Assisting HLL in Installation & Commissioning of Hardware, Hosting and Network.
- xiii. Supply of RISPACS Application, Database, Related Software & Tools, User Licenses
- xiv. Policies defined in this document, but not limited to, as applicable.

2.5. Accounting Architecture:

- a. The system should be capable of generating consolidated as well as Centre-wise cost/financial accounts/reports with sub-ledger options. This should not, in any way, compromise the operational flexibility, security and data access that each unit currently enjoys.
- b. Since HLL expects that all units will work on the same instance of the RISPACS, consolidation of accounts should be a system driven process with minimal human intervention. It should be possible to maintain multiple instances of accounts for support from the same and single instance of the application.
- c. Project wise billing module as per the client requirement shall be developed and integrated on web along with real time dashboard.

2.6. Data Archival

- a. In order to meet statutory requirements, archiving and easy retrieval of data is important for HLL. The successful bidder must ensure that the required RISPACS Solution provides a user-driven data archiving capability, with support for flexible archiving periods and select tables.
- b. The system should also be able to restore archived data for on-line inquiry and reporting as and when required.
- c. The successful bidder will also provide a data archiving procedure based on best practices.

2.7. Technical core team members

- a. The HLL Technical Core team will comprise a team having expertise for the existing Application portfolio of HLL. This team will bring with them knowledge of existing applications, interfaces, constraints, information requirements etc.
- b. Solution provider shall impart technical training to HLL Technical Core team members in areas such as application configuration, database administration, report customization, hardware administration, network administration, operating system, security management etc.

2.8. Supply Location

Rollout of software packages shall be made on locations as specified by HLL , which will include , HINDLABS diagnostic labs and imaging centers, Teleradiology hubs, HLL's clients locations, HLL's teleporting service providers and upcoming projects across India and abroad.

SECTION – II

ELIGIBILITY CRITERIA AND SELECTION PROCESS

1. Eligible Bidders

A Bidder should meet following eligibility criteria as of the date of bid submission and should continue to meet these till the award of the contract.

- 1.1. The participants in the tender should be a Company which could be a Proprietary/ LLP/ Partnership Co/ Pvt Ltd / Public Ltd by shares.
- 1.2. The RISPACS software provider must be a direct bidder and absolute owner of the solution. No third party/ channel partner must be involved.
- 1.3. Bidders shall submit the Tender processing fee and EMD online on or before the due date as mentioned in the NIT. The bidders who failed to submit the tender fee and EMD before the submission deadline will be considered as technically non-responsive.
- 1.4. The bidder should have experience in providing RISPACS/ teleradiology software solutions for a minimum period of 5 years.
- 1.5. Participants should have a minimum average turnover of Rs.5(FIVE) crores in the previous three financial years (FY 20-21, 21-22, 22-23).
- 1.6. The vendor must have successfully implemented 5 RISPACS projects out of which atleast 2 projects should be live and handling minimum average of 500 CT/MRI cases per day with 100+ concurrent users. List of installations to be provided with customer letters addressing to HLL.
- 1.7. The vendor must have experience of data migration from major PACS companies (Philips/GE/Meddiff/Siemens etc.) in their vendor neutral archive solution from at least one site in India/Global. details of Site name and PACS vendor has to be furnished.
- 1.8. Bidders who are eligible as per the Provisions of Public Procurement –Preference to Make in India Order No. P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments are eligible to participate in the tender. A self-declaration as per Annexure 09 with respect to this order must be submitted.
- 1.9. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July- 2020 (Rule 144 (xi) of the GFR, 2017 and any amendments issued thereafter) inclusive of the latest amendments issued by Ministry of Finance, GOI at Annexure 07of this bidding document. The bidder must comply with all provisions mentioned in this order. A self-declaration as per Annexure 07 with respect to this order must be submitted.
- 1.10. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.
- 1.11. Bidder/ manufacturer who has been de-recognized/debarred/banned/blacklisted by any other State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law due to (i) quality failure of the drug(s) supplied (NSQ/ Spurious/ Adulterated/ Misbranded etc.) (ii) Submission of fake or forged documents (iii)

Submission of incorrect information / Suppression of vital information & facts can't participate in the tender during the period of de-recognition / debarment/ Banned/blacklisted. The Bidder / manufacturing unit which has been de- recognized/ debarred/banned/blacklisted by State Medical Corporation for any reasons can't participate in the tender during the period of de-recognition/debarment/banned.

- 1.12. Participants shall do a live demonstration/presentation of the solution before evaluation committee

2. Cost Of Bidding

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

3. Getting Information From Web Portal

- 3.1. All prospective bidders are expected to see all information regarding submission of bid for the Work published in the e-tender website during the period from the date of publication of NIT for the Work and up to the last date and time for submission of bid. Any change in tender conditions will be uploaded as corrigendum and no other communication will be sent. Non-observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.
- 3.2. All bids shall be submitted online on the Government e-procurement portal only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through Government e-procurement portal under any circumstances.
- 3.3. The Government e-procurement portal shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by the bidder.

4. Bidding Documents

- 4.1. **Content of Bidding Documents:** The bidding documents shall consist of the following unless otherwise specified
 - a. Notice Inviting Tender (NIT)
 - b. General Instructions to Bidders
 - c. Section- I , Instructions to Bidders
 - d. Section II eligibility Criteria
 - e. Section III General Conditions of Contract (GCC)
 - f. Section IV Technical specifications
 - g. Annexure to Bid

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

5. Clarification Of Bidding Documents

- 5.1. A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 AM and 5 PM.
- 5.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may affect the required modification and publish them on the website through addendum.
- 5.3. To assist in the examination, evaluation, and comparison of bids, the tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e- mail.

6. Amendment To Bidding Documents

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

7. Preparation Of Bids

- 7.1. **Language of the Bid:** All documents relating to the bid shall be in the English language.
- 7.2. The online bid submitted by the bidder should comprise the following:
 - 7.2.1. Certificate of incorporation /Partnership deed/HUF etc. as applicable. (Self-attested Copy).
 - 7.2.2. 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.
 - 7.2.3. EOI Tender fee & EMD Payment details
 - 7.2.4. Copy of GST Certificate (self-attested copy)
 - 7.2.5. Copy of Permanent Account Number (Self-attested Copy).
 - 7.2.6. Bid form as per Annexure 01
 - 7.2.7. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized. Annexure-02
 - 7.2.8. Self-Declaration as per Annexure 03
 - 7.2.9. Documentary proof attested by Chartered Accountant for establishing the average annual turnover of bidders having a minimum average annual turnover of Rs.5 Crores (Rupees Five

Crores only) during the last three years i.e., 2020-2021, 2021-2022 and 2022-2023.

- 7.2.10. Category details of organization, in case of MSME / MSE, If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.” (Annexure 04)
- 7.2.11. Duly filled, signed and sealed Indemnity Certificate Annexure 05
- 7.2.12. Checklist (Annexure-07)
- 7.2.13. Item by item technical specifications compliance statement
- 7.2.14. Compliance to Rule 144 (XI) of GFR 2017 (Self Declaration- Annexure 08)
- 7.2.15. Make in India Preference (Self Declaration- Annexure 09)
- 7.2.16. Pre-Contract Integrity Pact (Annexure 10)
- 7.2.17. Proof of past performance – details of RISPACS projects done during previous three years duly certified by Chartered Accountant with copies of work order/ MoU/Agreements (Annexure-11)
- 7.2.18. All necessary required documents mentioned under **clause no: 16.1.4, evaluation criteria.**
Note:
 - a. All Annexure must be duly signed and sealed while submitting the same.
 - b. If any of the above documents are not applicable for eligible bidders then they shall attach a “NOT APPLICABLE “statement mentioning the justification for the same.

8. Bid Validity

- 8.1. Bids shall remain valid for the period of **180 (One Hundred and Eighty)** days from the date of opening of the technical bid as specified in the NIT. A bid valid for a shorter period shall be rejected by HLL as non-responsive.
- 8.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by email. A bidder may refuse the request without forfeiting its bid security (if applicable). A bidder agreeing to the request will not be required or permitted to modify its bid but will be required to extend the validity of its bid security (if applicable) for the period of the extension.

9. Statutory Exemptions

- 9.1. 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.
- 9.2. 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

10. Tender Processing Fee

- 10.1. For e-tenders, the mode of remittance of Tender processing Fee shall be the same as detailed for remitting Bid Security (EMD). For e-tenders, Bidders shall remit the Tender fee using the payment options as mentioned in the e-tender.

- 10.2. Any bid not accompanied by the Tender Fee as notified, shall be rejected as nonresponsive.
- 10.3. Tender Fee remitted will not be refunded.

11. Bid Security (EMD)

- 11.1. The Bidder shall furnish, as part of this Bid, a Bid Security for an amount as detailed in the Notice Inviting Tender (NIT).
- 11.2. Each bid must be accompanied by E.M.D. Any Bid not accompanied by an acceptable Bid Security (EMD) shall be rejected as non-responsive.
- 11.3. The Bid Security (EMD) of the unsuccessful Bidder shall become refundable as promptly as possible after opening of Price Bid and finalization of the tender.
- 11.4. The Bid Security (EMD) of the successful Bidder will be discharged when the Bidder has furnished the required Security Deposit and acceptance of LOI/Work order.
- 11.5. In case of MSME suppliers who had availed the EMD exemption as per the applicable exemptions, has to submit the equivalent amount of EMD as Security deposit within 7 days from the date of award / Letter of Intent / Notification of Award.
- 11.6. The Bid Security deposited will not carry any interest.
- 11.7. The Bid Security may be forfeited:

(a) If a Bidder:

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

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

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

In such cases the work shall be rearranged at the risk and cost of the selected bidder

12. Alterations And Additions

- 12.1. The bid shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.
- 12.2. The bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. Any bidder who fails to comply with this clause will be disqualified.

13. Submission Of Bids

- 13.1. The Bidder shall submit their bid online only through the Government eProcurement portal (URL: <https://etenders.gov.in/eprocure/app>) as per the procedure laid down for e-submission as detailed in the web site.
- 13.2. The bidders shall download the tender documents including the Bill of Quantity (BoQ) file from the portal.
- 13.3. The Bidder shall fill up the documents and submit the same online using their Digital Signature Certificate.

13.4. The tender is invited in Three Envelope System from the registered and eligible firms at CPP Portal. The details are as follows:

13.4.1. **Envelope - I (Tender Fee and EMD):**

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

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

NOTE

- a. SSI/MSME units interested in availing exemption from payment of Tender Fee and EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC / Udyog Aadhaar.
- b. If the bidder is an MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006.
- c. If an MSME bidder 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.
- d. The Party has to provide Performance Security if Tender is awarded to them.

13.4.2. **Envelope-II (Technical Bid)**

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

13.4.3. **Envelope-III (Financial Bid)**

- e. All rates shall be quoted by all bidders in the BoQ format provided in E-procurement portal and no other format is acceptable.
- f. Bidders are required to download the BoQ file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder).
- g. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the file is found to be modified by the bidder, the bid will be rejected.
- h. Prices shall be quoted in Indian Rupees.
- i. The rates and prices quoted by the bidder shall remain firm during the entire period of the contract.
- j. Selection of the bidder will be based on the lowest price (L1)
- k. If a firm quotes NIL Charges/ consideration, the bid for that item(s) shall be treated as unresponsive and will not be considered.
- l. The format of financial bid is as follows:

*Price Quoted Per Scan in SAAS Model, inclusive of all charges: **Rs. X.00***

When the price quoted per scan is Rs. **X.00**, the pricing structure for the service will be considered as follows:

Sl.No	Scans (A)	Unit Price (Rs.)	Remarks
1	Till 25000 scans	X	<i>Nil</i>
2	25001-50000 scans	<i>0.95 X</i>	5% Discount on total bill value
3	50000- 75000 scans	<i>0.90 X</i>	10% Discount on total bill value
4	75001 – 100000 scans	<i>0.85 X</i>	15% Discount on total bill value
5	Above 1 Lakh scans	<i>0.80 X</i>	20% Discount on total bill value

**a. Scan here means CT/MRI/PET scan etc.*

b. In case contrast scan was done along with routine /plain scan of a patient on the same day it will be considered as single scan only.

c. For X-ray/Mammogram/BMD the applicable rate will be 25% of X (Unit price quoted).

- 13.5. On successful submission of bids, a system generated receipt can be downloaded by the bidder for future reference.
- 13.6. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.
- 13.7. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
- 13.8. HLL Lifecare Limited reserves the right to verify the credentials submitted by the agency at any stage (before or after the award of 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 agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.

14. Deadline For Submission Of Bids

- 14.1. Bid shall be received only online on or before the date and time as notified in NIT.
- 14.2. The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

15. Modification, Resubmission And Withdrawal Of Bids

- 15.1. Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.
- 15.2. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 15.3. The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

16. Evaluation & Comparison Of Bids

16.1. Bid Opening And Evaluation

Bids shall be opened on the specified date & time, by the tender inviting authority or his authorized representative in the presence of bidders or their designated representatives who choose to attend. Technical bids shall be opened initially and the financial bids shall be opened at a later date after evaluation of the technical bids. Financial bids of technically qualified bidders alone shall be

considered for evaluation. The sequence for evaluation is as follows: Envelope -1 & Envelope – 2 Technical Bid will be opened on the date as per NIT.

- 16.1.1. The evaluation committee, appointed by the HLL as a whole, evaluates the proposals on the basis of their responsiveness.
- 16.1.2. All necessary documents as specified in this document will be scrutinized.
- 16.1.3. Lack of any requisite document will be considered as non- responsiveness and will lead to rejection of bid.
- 16.1.4. Evaluation committee during evaluation will review specific parameters and parameter wise marks will be assigned. Financial bids of only those bidders achieving a minimum of 60 marks will be considered for evaluation. The evaluation criteria is as detailed below:

S. No	Key Parameter	Scheme of marks to be given during evaluation	Maximum marks	Documents Required
1	Total years of experience in providing RISPACS/ tele radiology software solutions should be minimum 5 years. Firms having less than 5 Years' experience will not be considered.	5 years – 10 marks 2 marks each for each additional year of experience subject to a maximum of 20 marks	20	Work order/Agreement / client certificates copies regarding supply of RISPACS/ tele radiology software solutions
2	Participant's last three preceding financial year's average annual financial turnover shall not be less than Rs.5 Crores.	5-10 Crores : 10 marks 10-15 Crores :15 Marks Above 15 Crores: 20 Marks	20	CA Certified Turnover certificate
3	Successful implementation of 5 RISPACS projects	5 projects : 5 marks More than 5 projects: 10 marks	10	Performance certificate from respective clients indicating implementation and running period time lines
4	Two live RISPACS projects handling minimum 500 CT/MRI cases per day allowing 100+ concurrent users per project.	500 CT/MRI Cases per day : 5 marks More than 500 CT/MRI Cases per day : 10 marks	10	Performance certificate from respective clients indicating implementation and running period time lines with average number of CT/MRI cases per day and concurrent users
5	Experience in data migration from major PACS companies in VNA	5 marks for one project 5 marks for additional projects subject to a maximum of 10 marks	10	Data migration certificate issued by client

6	Participant/RISPACS Solution must be compliant to ISO-9001: 2015/ISO 27001:2013/ISO 12052: 2017/ISO 13485:2016	ISO9001: 2015 - 3 marks ISO 27001:2013 - 3 marks ISO 12052: 2017- 2 marks ISO 13485:2016 - 2 marks	10	Certifications copies
7	Live Demonstration of the product in concurrence with technical specifications.	Evaluation committee shall decide the score based on the concurrence with technical specifications sought.	20	
TOTAL			100	

16.1.5. Financial bids of technically responsive bidders shall be opened at a later date after intimation.

16.1.6. The financial bid

16.1.7. The bidders, who confirm all the commercial conditions and submit the required documents as per the tender are considered as commercially acceptable.

16.2. Confidentiality

16.2.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favor of the successful bidder.

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

16.3. Clarification Of Bids.

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

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

16.4. Examination Of Bids And Determination Of Responsiveness

- 16.4.1. During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT and the required documents and certificates.
- 16.4.2. A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation.

A material deviation or reservation is one: -
 - a. Which affects in any substantial way the scope, quality, or performance of the Works.
 - b. which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract.
 - c. Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 16.4.3. If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.
- 16.4.4. Non submission of legible or required documents or evidence may render the bid non-responsive.
- 16.4.5. Bidders 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.
- 16.4.6. In case only a single bid is received, then the purchaser reserves the right to accept/reject the bid as per prevailing norms of GFR and CPP portal, or to go for re-tender.

16.5. Negotiation On Bids

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

16.6. Indemnification Clause

- 16.6.1. In case of any error leading to harm or damage to HLL's services, the service provider shall be held liable for any legal or any other proceedings initiated by the Government of India / State Government Authorities.
- 16.6.2. The Bidder shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to.
- 16.6.3. Bidders breach of any of its warranties, representations, covenants or obligations set forth herein or
- 16.6.4. the negligent act or omission of the Bidders.
- 16.6.5. any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate.

16.6.6. The Bidder has to submit the indemnity certificate duly signed and sealed in the format provided in Annexure 04

16.7. Clarifications On Bids

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

17. Contacting HLL

- 17.1. 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.
- 17.2. If a Bidder tries to influence HLL directly or otherwise interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

18. HLL's Right To Accept Or Reject Any Or All Bids

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

19. Award Criteria

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

20. Notification Of Award

- 20.1. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by email, to be confirmed, that its bid has been accepted.
- 20.2. The notification of award will constitute the formation of the contract.
- 20.3. The notification of award/ Letter of Intent/ Purchase order will constitute the formation of the Contract.
- 20.4. The supplier shall give acceptance of the Notification of award/Letter of Intent/ Purchase order within 5 days from the date of issue by sending the signed copy of the same failing which, the purchaser

shall have the right to cancel the order.

- 20.5. The conditions mentioned in the Notification of award/Rate contract agreement/Letter of Intent/ Purchase order will be mutually binding for both the parties and the bidder and the purchaser shall abide by the same.
- 20.6. In case of any default in any of the conditions of the Notification of award/Letter of Intent/ Purchase order, the purchaser reserves the right to invoke Bid Securing clause.
- 20.7. The Purchase order (PO) / Notice of award is liable to be cancelled, if the supplier is unable to comply with or violates any of the terms and conditions laid down in the Purchase order/ Notice of Award.
- 20.8. Therefore, upon such cancellation of PO/ Notice of award by HLL, the Supplier will be liable to refund the outstanding advance amount forthwith.
- 20.9. The successful bidder shall confirm the acceptance of the Notice of award/Purchase order as per the terms & conditions of the tender by signing and returning the duplicate copy of Purchase order (PO)/Notice of award within 5 days from the date of issue of the of purchase order/ Notice of award, failing which HLL shall have the right to reject the purchase order/ Notice of award.

21. Integrity Pact

- 21.1. The Integrity pact annexed shall be part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre bid obligation and should be submitted along with the financial and technical bids. All the bidders are bound to comply with the Integrity Pact clauses. Bids submitted without signing the Integrity Pact will be ab initio rejected without assigning any reason.
- 21.2. The Integrity pact annexed shall be part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the financial and technical bids. All the bidders are bound to comply with the Integrity Pact clauses. Bids submitted without signing the Integrity Pact will be ab initio rejected without assigning any reason. The email id of the Independent External Monitor for HLL is given below. Email id: iemhll@lifecarehll.com

22. Restrictions Under Rule 144 (Xi) Of Gfr 2017 For Bidders From A Country Sharing Land Border With India.

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July- 2020 (Rule 144 (xi) of GFR) inclusive of the latest amendments issued by Ministry of Finance, GOI at Appendix of this bidding document. The bidder must comply with all provisions mentioned in this order. A self- declaration (as per format provided in Annexure 07) with respect to this order must be submitted.

23. Purchase Preference To Micro And Small Enterprises (MSE's).

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. However, the preferences with respect to MSME shall not be applicable to those who are only involved in the trading of the product under the scope of this tender.

SECTION III
GENERAL CONDITIONS OF CONTRACT (GCC)

In this contract the following terms shall be interpreted as indicated:

1. TERMS

- A. "The Contract" means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- B. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- C. "The Goods" means all the products, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract"
- D. "Services" means all services related to the supply, maintenance of the RISPACS solution being offered under the contract.
- E. "GCC" means the General Conditions of Contract contained in this section.
- F. "SCC" means the Special Conditions of Contract.
- G. "The Purchaser" means the Organization purchasing the services.
- H. "The Supplier" means the individual or firm providing the services under this Contract.
- I. "Day" means calendar day.
- J. "Delivery period" means the period applicable up to completion of supply of services by the supplier at the required site mentioned in Notification of award/ Letter of Indent/ Purchase order and accepted by the Purchaser.

2. APPLICATION

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

3. STANDARDS

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

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- a. The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- b. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.a except for purposes of fulfilling the Contract.

Any document, other than the Contract itself, enumerated in GCC clause 4.a shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so, required by the Purchaser. In cases where supplier company is insolvent/ under takeover/merger/management changes, the supplier is bound to arrange for alternate compatible solution if HLL so desires.

5. APPLICABLE LAW

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

6. NOTICES

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

7. TAXES AND DUTIES

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

8. DELIVERY AND DOCUMENTS

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

9. LIQUIDATED DAMAGES

If the Supplier fails to deliver/ implement the RISPACS solution and ensure GoLive within the time period(s) specified in the NoA, the Purchaser shall without prejudice to its other remedies under the NoA, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed services contract price. Service tax as applicable will also be recovered in addition to the liquidated damages.

The service provider shall ensure an uptime of 99%. Penalty will be imposed for lesser uptime in the following manner:

Uptime %	Penalty
99.5% & above	No penalty
99.5 to 98.5%	10% deduction on total monthly bill
98%-97%	20% deduction on total monthly bill
Below 97%	30% deduction on total monthly bill

Complaints should be attended properly, maximum within 24 hrs to ensure an uptime of minimum 99.5%, wherever applicable, failing which the necessary penalty measures shall be enforced.

TAT Penalty: Any penalty imposed to HLL for late reporting, on account of software glitches/ downtime, HLL has right to impose a back-to-back penalty to the service provider.

10. Settlement Of Disputes

In the event of any dispute arising out of this tender and subsequent notification of award/ agreement, the parties agree that the courts of Thiruvananthapuram, Kerala alone will have exclusive jurisdiction.

11. 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.

12. Termination

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

13. Corrupt Or Fraudulent Practices

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

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

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

14. Flexibility Of Prices

The purchaser has the option to re-negotiate with the service provider to bring down the rate contract prices whenever market fluctuations affect the prices abnormally.

15. License And Permits

- A. The Service Provider 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 Contract.
- B. The Service Provider shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the bidder.
- C. The Service Provider shall indemnify and hold harmless Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the bidder or its personnel.

16. Performance Security

- A. The successful bidder has to submit a performance security as specified in NoA with in stipulated time.
- B. After the submission of Performance Guarantee and its acceptance, the Bid Security will be refunded to the successful bidder.
- C. The Performance security shall be valid for the entire duration of service.
- D. The Bidder shall furnish a Performance Guarantee in the form of DD issued from any Nationalized Bank in India and having a branch at Thiruvananthapuram, within 15 days from the date of issue of NOA by HLL, for an amount as indicated in the notification of award, valid for three month beyond the contract period. The format is enclosed as Annexure-
- E. If the "RISPACS SOLUTION" (or Subsystem[s]) fails to achieve Stabilization Acceptance, due to reasons entirely attributable to the Bidder, then HLL may consider termination of the Contract, and forfeiture of the Bidder performance security in compensation for the extra costs and delays likely to result from this failure without prejudice to other rights of HLL available under the contract.
- F. On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Manager, Contract Completion Certificate will be issued, and the Performance Guarantee will be returned to the Bidder.
- G. Should the extent or the object of the Contract be altered during the execution of the Contract in such a way as to effect an increase or decrease on the Contract Price by more than 10%, the amount in the Performance Guarantee shall be increased or decreased correspondingly.

17. Forfeiture Of Performance Bank Guarantee

- A. Whenever any claim against the Bidder for the payment of a sum of money arises out of or under the contract, HLL shall be entitled to recover such a sum by en-cashing in part or whole the Performance Guarantee submitted by the Bidder.
- B. In the event of the Performance Guarantee being insufficient or if no other security has been taken from the Bidder, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Bidder. The Bidder shall pay to HLL on demand any balance remaining due.
- C. In the event of any breach by the Bidder or any loss or damage suffered by HLL which in the opinion of HLL that the loss or damage has arisen due to reasons attributable to Bidder or in the event of the

termination of the contract for any such breach, the forfeited. The decision of forfeiture by HLL shall be

Performance Guarantee is liable to be final and binding on the Bidder.

18. Payment Terms

- A. Services shall be provided on SAAS model and service provider should submit monthly invoices, in the format prescribed by HLL, for each client location/ project as applicable on or before 5th of each month based on the number of tests performed in previous month.
- B. Payments shall be made by HLL within 30 days of receipt of payment from respective client/ project.
- C. The Service Provider shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this agreement.
- D. HLL shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Service Provider where the HLL or client disputes such invoice or part of it provided that such dispute is bonafide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure. Any exercise by the HLL under this section shall not entitle the Service Provider to delay or withhold the services to be rendered as per the agreement.
- E. The supplier shall not claim any interest on payments under the contract. The payment shall be made in the currency / currencies authorised in the contract.
- F. While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) from the Purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser forthwith.
- G. HLL will make payment to supplier towards the GST amount only after the invoice is uploaded by supplier in GST outward return i.e., GSTR-1 and credit of GST is available (reflected in GSTR-2A) to HLL.
- H. Acceptance of the payment terms without any qualification shall form part of the technical bid. In case the payment terms are not accepted, the bid is likely to be rejected.

19. Delivery/ Demonstration Terms

- A. The entire product/software solution must be delivered/demonstrated on the production server within 90 days of issue of Notification of Award /Letter of Intent / Purchase order by HLL.

20. Taxes And Duties

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

21. In Case Of Default

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

22. Management Change/ Merger/ Acquisition:

Service provider must ensure and guarantee the uninterrupted services for the entire tenure of the engagement period as per contract/Notification of award terms. If the Service Provider is undergoing change in the ownership structure through sale/merger /acquisition , it must be ensured

that the contractual terms will be effective and binding for the resultant new entity of the such action also. HLL shall be made aware about such incident well in advance and terms of such arrangement shall be made after written concurrence from HLL. A fresh agreement shall be drawn on behalf of HLL with the new party. In case of any failure to abide with the conditions laid down in such an agreement the new entity as well as the former party shall be liable to legal proceedings. If the Service provider undergoes insolvency or receivership, the successful bidder needs to arrange alternative mechanism to HLL.

23. Defaults and Breach of Contract

In case the Service provider undergoes insolvency or receivership or under management change or merger or acquisition; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the HLL's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

Default in Performance and Obligations: if the Service Provider fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the HLL.

Insolvency: If the Service Provider being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

Liquidation: if the Service Provider is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture- holders to appoint a Receiver, Liquidator or Manager

24. Risk Purchase

- A. If L1 defaults (fails to deliver product/solution on time) then the purchaser reserves the right to hire another competent party and develop the required solution or from market at the risk and cost of supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and supplier will be under obligation to pay the same.
- B. The purchaser has the right to forfeit the performance security in the event of default. In addition, the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

25. Force Majeure

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

**SECTION IV:
TECHNICAL SPECIFICATIONS**

DETAILED TECHNICAL SPECIFICATION OF THE REQUIRED SOLUTION AND RELATED SERVICES

S. No.	Description of Item	Compliance		Remarks
		Yes	No	
A	SCOPE OF WORK			
	Teleradiology Software Requirements			
1	HIPAA Compliance: Compliance with the Health Insurance Portability and Accountability Act (HIPAA) is essential to protect patient privacy and maintain the security of electronic health information.			
2	DICOM Support: The Digital Imaging and Communications in Medicine (DICOM) standard is used for the storage and exchange of medical images and associated information. Teleradiology software should support DICOM to ensure compatibility with medical imaging equipment's and is compatible with a wide range of medical imaging modalities (X-ray, CT, MRI, etc.).			
3	PACS Integration: Integration with Picture Archiving and Communication Systems (PACS) is crucial for seamless image storage, retrieval, and management. The software should be able to communicate with PACS servers for image storage and retrieval.			
4	High-Quality Image Transmission: Ensure that the software can transmit high-quality medical images with minimal loss of detail and in a timely manner, especially in cases of large data sets like CT scans or MRIs over the internet.			
5	Security: Implement strong encryption protocols (e.g., TLS/SSL) to secure data transmission and storage. Access controls and user authentication are essential to protect patient data.			
6	Authentication and Authorization: Implement robust user authentication and authorization mechanisms to control access to patient data and ensure that only authorized personnel can view and interpret images.			
7	User Management: Develop an intuitive and user-friendly interface for radiologists, referring physicians and administrative staffs to view, manipulate, and annotate images. The interface should support various image formats and provide tools for measurements and annotations. User access can be controlled based on their roles and profiles.			
8	Interoperability: Integration with electronic health record (EHR) systems. Compatibility with other healthcare software and systems. Standardized communication protocols for data exchange.			
9	Cross-Platform Compatibility: The software must be web based and should be accessible across different devices and platforms, such as desktop computers, tablets, and smartphones, to allow radiologists to work from anywhere and must have zero footprint.			
10	Reporting and Documentation: Include features for creating and exporting radiology reports. Radiologists should be able to generate detailed reports and share them with referring physicians and patients.			

11	Workflow Optimization: Streamline the radiology workflow by incorporating features like voice recognition for dictation, template-based reporting, and integration with electronic health records (EHR) systems.			
12	Quality Assurance Tools: Implement tools for quality control and assurance, including the ability to compare current images with prior studies for tracking changes over time.			
13	Collaboration and Communication: Enable real-time communication and collaboration between radiologists, referring physicians, and healthcare facilities. This may include secure messaging, video conferencing, and the ability to share findings and insights.			
14	Audit Trails: Maintain detailed audit logs to track user activity within the system, ensuring accountability and compliance. Have User profiles and role-based access control. User-friendly interface for radiologists, referring physicians, and administrative staff.			
15	Scalability: Ensure that the software can handle a growing volume of image data and user connections as the teleradiology practice expands.			
16	Redundancy and Backup: Implement redundancy and backup mechanisms to ensure data availability and minimize downtime in case of server failures.			
17	Regulatory Compliance: Stay up to date with evolving healthcare regulations and standards, including those related to teleradiology, and adapt the software accordingly.			
18	Technical Support and Maintenance: Provide ongoing technical support and maintenance to address issues, update the software, and ensure it remains compliant with industry standards and regulations.			
19	Billing/Pricing: Pricing for each study can be given independent of modality, node centre and the reporting radiologist. Provision to generate invoices for reported radiologists and centers based on that.			
20	The Bidder shall ensure that the proposed solution includes open interfaces with standard APIs to integrate with other solutions			
B	PATIENT REGISTRATION & BILLING MODULE			
1	RIS Billing should be a complete web based PACS system that can work on any browser and operating system. Thus, it should eliminate the need of installing any software or need for high end radiology workstations to register a patient. The software should work with any normal PC (Minimum Intel Core i3 processor and 8 GB RAM) and can be used for viewing the PACS.			
2	This module is used for patient registration, book, confirm and cancel appointments. Every patient who visits the hospital/clinic/diagnostic centre must get registered prior to getting any consultation, treatment or investigations done. The patient shall be allocated with a unique Registration number and a Patient Identification number. The Patient ID will remain same for his all-subsequent visits to the diagnostic centre/hospital whereas he will be allocated a new registration number on every visit. Registration of patients involves accepting general and demographic information about the patient like Aadhar number, Voter's ID or Government recognised IDs.			

3	The system shall allow users to complete the registration with Aadhar or with Other ID documents and should be able of ABHA (Ayushman Bharat Health Account) ID generation/ integration.			
4	The system shall allow users to schedule appointment and help in maintaining the schedule of various resources in a hospital/Diagnostic centre. Pre-registration booking for appointments, fixing appointments at flexible time intervals, variable start and end time should be available for these resources using the scheduler. This module should be used to book the next available slot on the approximate date. Public holidays should be considered automatically while scheduling appointments.			
5	The bill/patient invoice to individual patients in a prescribed format for each unit shall be configured.			
6	Credit billing to multiple hospitals/institutions/organizations etc shall be configured in accordance with the format prescribed by the users. The RIS should be able to define the tariffs for various services and discounts applicable for corporate entities.			
7	The systems should be capable enough to generate and consider TAT based billing module.			
8	The systems shall be able to design a centralised dashboard with multiple reports which pertains to various aspects of project which can have sales report, radiologist report, TAT report, centre wise uptime report etc.			
9	The Systems shall have a facility to configure TAT timings and penalty calculations based on project requirements for organisation billing.			
10	All modes of payment shall be made on the billing module which shall have Credit Card/Debit Card UPI/Wallet/Cash etc.			
11	Able to auto change appointment status into "No Show" on the next day if patients do not turn up for appointment.			
12	Integration with SMS portal and trigger SMS when patient registration completes based on location and project.			
13	Facility to view the summary of appointments such as new patients, confirmed and cancelled.			
14	Handle the billing to the patients with multiple modes of payment (cash/credit card/debit card/UPI)			
15	Time-based and machine-wise booking of appointments, Booking, reschedule and cancellation options, blocking of time slots, marking the slots as free, reserved, break time, confirmed, emergency, arrived, etc and Facility to view the waiting list and completed list shall be available.			
16	The Billing module handles all types of billing workflows. This module facilitates cashier and billing operators for managing billing functions related to billing receipts and refunds.			
17	Able to integrate with the queue management system to capture patient arrival date/time and visit information.			
18	Able to integrate with Hindlabs official site for integrating appointment scheduling.			
C	GENERAL POINTS			

1	The bidder shall provide a robust system in which the dependency of the software service provider has to be NIL during the installation process of node tele reporting units. The bidder shall provide all the required installation/configuration files to HLL IT and provide sufficient training to the support/technical users for configuring new locations. It is the responsibility of the bidder to provide hands on training to HLL IT and Support team from HLL on PACS and advanced visualization functionalities, how to do initial level of trouble shooting etc.			
2	The bidder must provide the deployment topology to have the RIS and PACS in each site and provide the Real Time Radiologist Worklist Combined from all the Sites to have one GLOBAL WORKLIST for the Radiologist pool to perform efficiently in the Central location through single login. Bidder to provide separate instance at each peripheral site, so that it can work independently in case of network failure, with Global worklist for cross-reporting. The teleradiology case assigning to individual radiologist shall be controllable from the central login.			
3	There shall not be any restriction to HLL on adding client locations. The total solution shall be completely user license free			
4	HLL can generate/create unlimited number of users.			
5	The system should be capable enough to handle a minimum of 700+ concurrent users through central cloud system.			
6	The software shall allow HLL admin users to create interactive dashboards with relevant major data fields with drag and drop functionality.			
7	All client new customization requirement which is irrespective of major or minor shall be provided by service provider within the mutually agreed timelines.			
8	Tele-Radiology Software should allow simultaneous access to images from multiple Diagnostic and investigation systems. The proposed solution must allow secured remote access of the RIS-PACS from radiologist home and the client partners who do not have direct access to the HLL network, both locally and overseas clients.			
9	The proposed system must be available 24/7 for authenticated users to login anytime, anywhere with any device and satisfactory performance over standard broadband internet connection.			
10	It should support Filmless diagnosis across multiple locations, include remote radiology consultation across the world.			
11	Should provide fast image transfer over the internet for anywhere, anytime diagnostics.			
12	Should support multi-hospital connectivity.			
13	Compatibility of Network: The software should be capable of working on any circumstances that have connectivity challenges. Software should ensure no data loss occur in the communication.			
14	Software should be capable of work with a minimum bandwidth without performance challenges. Software should communicate over internet/Intranet.			

15	Standardization of the software: Tele-Radiology Software should be based on DICOM 3.0 & HL-7 standards & encompasses the advanced IHE profiles like WADO (Web Access to DICOM object). Also, it should satisfy all the DICOM standards including Archiving, Storing and Querying.			
16	Security and Integrity of the software: The Software should incorporate with advanced level of security that falls under the HIPAA complaint framework. It should be enabled on a 128-bit/256-bit SSL security for the data transmission over the Internet/intranet. All the data interchanges between node and central should be encrypted before sending the data.			
17	SMS Triggering System: In this system SMS will be sent automatically by the system to the doctor/patient whenever a predefined event triggered for emergency and OPD. Additional SMS can be sent anytime if a need arises by the department. We expect software vendors to configure the RIS/PACS application to generate SMS alerts for 5 different events (e.g., patient admission, lab result receipt etc.) Procurement of SMS gateway is the responsibility of the HLL.			
18	The service provider shall provide and update all the latest updates/patches/versions to HLL within 6 months of release of the same during the entire contract and the same must come as Free of Cost as a part of AMC period. The bidder must also conduct regular training twice every year to train the new users if needed and to train on new functionalities if it comes along with upgrades.			
19	PACS Worklist must have filter options with respect to patient name, ID, Age, Sex, Date, Modality etc. and QBE (Query based Engine) option for advance search. Also, it must be customizable at user level in terms of how many filters that user wants to keep.			
20	The software interface should require list of radiologists (all and online) and it should show all the study details such as patient name history technician note image count age sex patient id accession number modality referred physician body part TAT remaining time(reporting)			
21	Also drop downs such as start date end date Location status of study like unreported all drafted reviewed and signed off .and radiologist list and body part wise drop-down search bars for patient name patient id and accession number and filters for modality			
22	Provision for Integration with third party post-processing tools			
23	Provision for integration with third party AI apps			
24	The system shall meet all performance requirements in this specification with the database storing 13 years examinations. Should propose the upgradable storage box.			
25	System shall display the complete image available at that moment in case of network disruption or disconnection and Any user preferences like keyboard shortcuts, worklist columns once setup by a user should be available if the user logs from any computer.			
26	It shall provide a mechanism to lock a study to prevent deletion of that study by another user.			

27	The workstation shall support the display of multiple exams simultaneously and It shall be possible to choose among multiple image display formats for the monitors of a workstation, for example: 1:1, 2:1, 3:1, 4:1, 6:1, 9:1, 16:1, 20:1 and 24:1.			
28	The workstation shall allow the user to convert image/series/study from DICOM to JPEG/BMP format for local storage. In addition to the same, the system shall allow users to share the images after anonymising the same , if it goes out of the PACS system.			
D	INTEGRATED INVENTORY MANAGEMENT SYSTEMS:			
1	HLL expects the service provider to facilitate system-driven consolidation of purchase requisitions raised across imaging units into centralized purchase orders. In other words, different units could raise purchase requisition for the same item or on the same vendor which should get consolidated into a single Purchase Order and supply on multiple locations. The integrated inventory module should also enable recording of rate contracts with specific vendors for specific items such as and when purchase orders are raised on those vendors for those items, the rate will default automatically along with item wise tax details.			
2	The Inventory module allow users to request, receive & consume items.			
3	The inventory solution shall consist of Admin, Purchase, Material consumption, Payment & Interface with equipment for auto consumption.			
4	Alerts/push notifications to users based on the user workflow in PACS.			
5	Inventory module deals with the management of Materials, Consumables, and Medicines & Asset items in different centres. Multiple centres will be connected through a central warehouse. Requisitions for different items/equipment are sent to this warehouse from different Scan centres and accordingly the warehouse issues items/equipment to various centres or if the stock is below the minimum order level, Warehouse will be raising indent for the same to the corporate purchase department and they generate purchase orders for purchases. This also maintains records of purchases, stock, and supplier list, rate contracts, item/equipment/material master tables etc.			
6	The inventory system shall work as a hybrid (Web & Standalone) architecture as like RIS Billing application.			
7	Local Server transactions shall proceed even if internet connection is not available.			
8	As and when the internet reinstates, all data shall synchronize with the central server and update the web-based purchase system.			
9	A regular synchronization trigger time of 15- 20 minutes can be configured in all local servers for updating the data to the central server.			
10	The following are the common terminologies and process flow which the integrated inventory system works.			
11	Item Master & User Master			
12	Supplier & Manufacturer Master			

13	Material Requisition Note (MRN), MRN Approval by centre in charge & Review of MRN's			
14	Indents (Purchase Request) which consist of Indent Number, Indent Date, Indent Type, Created By, Item Code, SKU, current Stock, Pending Indent Quantity, Requested Quantity (Centre In Charge) & Requested Quantity (WH)			
15	Stock Transfer shall comprise of Stock Transfer Order No, Stock Transfer Order Date, Created By, Item Code, SKU, Current Stock, Transferring Centre, Batch No and Transferring Quantity			
16	Purchase Order Processing with PO Processing No			
17	Purchase order shall have the Purchase Order No, Purchase Order Date, Purchase order Type, Created By			
18	In addition to the above the option to do Purchase order Approval, Purchase Order Amendment should be available			
19	Goods Receipt Note (GRN) comprising of GRN against Purchase Order, GRN against Stock Transfer Order, GRN without Purchase order (Local Purchase)- Stock update against approval as per delegation of power, Goods Receipt Note No, GRN Date, Created By, Partial GRN			
20	Payment Release Note (PRN) shall be raised against each vendor / PO. Once the GRN procedure initiates against generated PO, the vendor payment releasing is the next step. Here the payment can be released as per the user authorizations. It can be either a full payment or partial payment release. The payment approving user will authorize, review, and approve invoices for payment based on signed agreements, contract terms, and purchase orders. The payment authorization user list as per the DOP is as follows;			
21	First Level Auth. user: Centre in charge Second Level Auth. user: State Inventory Manager. Third Level Auth. User: Project Manager. Fourth Level Auth. User: Operations Manager Fifth Level Auth. User: State Finance Manager.			
22	If the Fourth level auth. If the user approves the payment release note, it will be visible to the state finance department for final verification. After the fifth level approval the payment release note needs to be generated (Format will be shared on later stage) and the same with digital signatory will be visible to the central finance department for payment processing. Once the payment is processed the system shall give a provision to the central finance department user to enter the payment acknowledgement on the system. Once it is entered all the users who all are part of the particular PRN generating procedure should get intimated with the details			
23	Delegation of power - Multi level approval based on the user for each module (MRN, PI, PO and Local Purchase). A proper release strategy in place with date of start and date of end for a particular user.			
24	Integration of Purchase Requisition Note with SAP system			
25	Maintains the details of all items, its suppliers and purchase details.			
26	Option to categorise items in different groups.			

27	Generate Purchase order linked with warehouse indents.			
28	Maintain Separate Stock of Central Store & Multiple Sub Stores.			
29	A particular store can indent items from all other stores.			
30	Maintain vendor details from whom Items are being purchased.			
31	The Central Store can acknowledge the return of the purchased item.			
32	Option to return stock from various centre stores that are not required by them back to the Central Store.			
33	Different stores can issue Items to other Stores, Department.			
34	Strict Check on the Expiry Date of Medicines & Consumables.			
35	Items can be issued according to FIFO & LIFO check.			
36	Maintain Reorder Level of Items and warn accordingly.			
37	Shall have facility to track goods nearing expiry			
38	Option to enter Item/Material consumption of items sub department wise.			
39	A strong MIS module should be made available for user related to all the transactions. Some of the reports are as follows;			
	i) Report of all items according to their group.			
	ii) Stock in Hand Report (Group & Batch Wise).			
	iii) Stock Valuation on Purchase Rate & M.R.P.			
	iv) Report on Stock Movement as when & from where Item was issued and to whom it was issued.			
	v) Items Expiry list & warning.			
	vi) Reorder Level of Items.			
	vii) Purchase & Issue Registers.			
E	REAL TIME DASHBOARD: WEB BASED			
1	The party shall design and develop Administrative Realtime Dashboard which cover all the imaging projects run by HLL-Healthcare services division.			
2	The Administrative dashboard shall provide the system administrator with the ability to manage users. This shall include functionality to add, view, edit, and delete users from the system. In in addition, the system shall provide the system administrator with the ability to manage user's roles (add, view, edit, and delete). Once the user roles have been defined, the system administrator shall be able to assign users to a selected role(s). The user roles are defined by permissions and will dictate what level of dashboard the user will view and/or perform tasks on.			

3	The System Configuration shall be managed from databases of all projects. The system shall be able to interface with all available data resources/projects that are required to retrieve, store, and display the data according to the respective functional areas.			
4	As per HLL requirement and host on a domain which HLL provides.			
5	The system shall provide users with the ability to visualize data in a Dashboard.			
6	The system shall provide the system administrator with the ability to manage the level of Dashboard visibility for each user (Operator, Manager, System Admin, Public). The dashboard view for each user will be determined by which role each user is assigned.			
7	The system shall be able to interface with future systems and data sources once they are bought online and made available.			
8	The administration module shall provide the system administrator the capability to manage user access to any of the projects including the assignment of roles and permissions associated with assigned roles.			
9	The Main dashboard shall enable the restricted users to visit the connected public dashboard of various projects through their login page.			
10	All the public dashboards pertaining to projects shall have public and user restricted views. In case of user restricted view, the in-depth analysis, detailed and administrative report generation shall be made available for both HLL and client.			
11	Each project shall be hosted on a different domain based on the client requirement.			
12	The party shall change the design/pattern/look & feel of the project dashboard as and when required by the client.			
13	Based on the project and requirement, the bidder's technical team has to provide the required cloud space to HLL after thoroughly scrutinising the requirement and in accordance with the same, HLL will allocate relevant cloud space and to the service provider for configuring the software to related project instance.			
14	HLL holds rights to generate an unlimited number of licenses for the entire product. The bidder shall not have any rights to restrict the licensing or usage of the product.			
15	The service provider shall ensure that, based on the HLL requirement, any number of Realtime/Mirror/ scheduled back up shall be configured based on project/individual unit/hospitals.			
16	The service provider shall create and provide APIs from the existing system based on the requirement raised by HLL based on the client inputs.			
17	The bidder shall provide an interactive and responsive real-time dashboard which includes various report types of MIS like Invoice report, Summary, Sales, TAT, Study wise, Radiologist billing, Centre wise, Inventory and Negative time report.			

18	Invoice report consists of various aspects like Patient name Nature of study (Emergency/Routine) Accession number Patient id Age of the patient gender ,Part scanned time of scan time of image upload time taken for image upload(first image from console to central server)report generation time taken for report generation TAT(image uploading)TAT(reporting) Amount billed Penalty Amount claimed etc.			
19	Summary means the consolidation of items like body part wise count which come under emergency/and routine number studies which violated TAT body part wise penalty for that nad amount billed and amount claimed should be there in summary report.			
20	Sales report should need the total number of beneficiaries/patient count as well as scan count and amount billed penalty and amount claimed			
21	TAT report is the other requirement which need number of studies violated TAT under which category and the penalty amount and the amount claimed			
22	Radiologist bill invoice should need radiologist name patient id date body part modality penalty amount all these study wise data.			
23	Centre wise report need centre name total number of beneficiaries/patients number of scans total amount billed penalty incurred and amount claimed			
24	Inventory report need centre name item code item name consumption amount balance.			
25	Negative time report requires all the details of a scan except amount			
F	ONBOARDING CLINICS, HOSPITAL, OR IMAGING CENTER FOR TELERADIOLOGY			
1	In case of the onboarding process of a new client into HLL panel, the system should be quick and simple and take less than 1 hour to configure the entire package on client location.			
2	Ideally the process flow will start with the implementation team connecting with the imaging unit and accessing the local area network using a remote access software and installing a gateway app. Following this, the center can share images for teleradiology.			
3	A detailed video presentation/tutorial for the client to understand the process flow about the methodology to upload history and clinical documentation shall be made available on the PACS window itself.			
4	Module wise tutorial shall be made available for each user window which shall help the users to understand the software process flow without further manual intervention and training.			
G	AI - POWERED TELERADIOLOGY SOLUTIONS			
1	Teleradiology is the transmission of radiological patient images, such as x-rays and cross-sectional scans (CTs, and MRIs), from one location to another for the purposes of sharing studies with other radiologists and physicians.			

2	Teleradiology is a very viable and useful telemedicine method today as a radiologist does not need to physically see the patient to give an accurate diagnosis. The relevant scans and basic patient details & history are sufficient for a radiologist to understand a case and give his consultation. This property of the subject inherently allows radiologists to be in remote locations. Given that imaging procedures are growing approximately 15% annually against an increase of only 2% in the radiologist population, Teleradiology is a growth technology.			
3	Artificial intelligence (AI) algorithms, particularly deep learning, have demonstrated remarkable progress in image-recognition tasks. Methods ranging from convolutional neural networks to variational autoencoders have found myriad applications in the medical image analysis field, propelling it forward at a rapid pace. Historically, in radiology practice, trained physicians visually assessed medical images for the detection, characterization and monitoring of diseases. AI methods excel at automatically recognizing complex patterns in imaging data and providing quantitative, rather than qualitative, assessments of radiographic characteristics. A seamlessly integrated AI component within the imaging workflow would increase efficiency, reduce errors and achieve objectives with minimal manual input by providing trained radiologists with pre-screened images and identified features.			
H	GENERAL REQUIREMENT FOR TELERADIOLOGY SYSTEMS			
*	System administration via WEB interface;			
*	User identification by username and password, user rights;			
*	Ability to save image viewing settings;			
*	Secure data transfer (SSL support);			
*	Ability to open more than one study at a time;			
*	Zoom in or out;			
*	Image inversion and rotation;			
*	Control over uploading cases from client location (Under One PID, there should be one part, if multiple parts are uploading, the same shall reflect on radiologist and hospital invoice).			
*	Intensity (density of the point) measurement;			
*	Changing the Level/Window values;			
*	Image zooming;			
*	Distance & Angle measurement;			
*	Tools for localization of the images in intersecting planes.			

*	Possibility to view ophthalmic images from retinal devices such as retinal/fundus cameras, etc. allowing the use of ophthalmology PACS server as a retinal imaging archive. For retinal imaging, ophthalmic photography or other visual spectrum images, the DICOM Viewer must have a color channels tool to digitally apply monochromatic filters for the primary colors as well as for the secondary colors to enhance the visual contrast of anatomical details.			
*	The DICOM Viewer's MPR (multi-planar reconstruction) features must include:			
	- Orthogonal MPR. 2D multi-planar reconstruction with Axial, Coronal, Sagittal projections;			
	- Axial MPR. Axial multi-planar reconstruction;			
	- Coronal MPR. Coronal multi-planar reconstruction;			
	- Sagittal MPR. Sagittal multi – planar reconstruction;			
	- Features of 2D. Window levelling, pan, zoom, measurements, scroll, crosshair, etc. (except image flip/rotate);			
	- Cine. Users can cine through a batch of MIP/MPR images for quick review of anatomy within a user-defined range.			
*	In addition, the DICOM viewer must be FDA compliant, and must be completely Zero footprint enabled, i.e., the DICOM viewer need not have any local installations in order to function effectively. It must open on any browser.			
I	RADIOLOGY REPORTING MODULE:			
*	The Radiology reporting module must have the following technical specifications:			
-	Standard reporting format to be made available for every type of Radiology case.			
-	Ability for reporting module to generate reports in .docx, .pdf and .json, apart from being able to transmit report in HL7 format if required			
-	Ability to generate impression on the top of the report or the bottom depending on user choice			
-	Minimal report selection, i.e., the correct report format must be available to the radiologist prior to him/her starting reporting			
-	Reporting editor must have all basic editing features – Bold, italics, underlining, bullet points, numbering etc.			
-	Reporting editor must have capability to appear on the reporting screen so that Radiologist time is not spent toggling tabs.			
-	Reporting editor must be Voice-to-text enabled.			
-	Reporting editors must be able to integrate seamlessly with leading voice recognition software's in the market.			
-	Reporting and viewing module must allow for key images along with annotations to be inserted as a part of the report to improve physician understanding of the report.			

-	Mobile access component. With the Mobile PACS, physicians can view both stored and live medical images, patient histories and reports on demand from their iPhones, iPads and other smart phones. It also allows radiologists to retrieve worklists, images, reports and other healthcare data wirelessly. All communications and images are delivered in a HIPAA-compliant manner over secure encrypted channels to ensure the confidentiality and privacy of patient data. The mobile PACS allow doctors to view the images through mobile viewer and report it through handheld devices.			
-	All functionalities of the platform that are available on the web should be reflected on the mobile app for easy access. Mobile apps should be available on both IOS and android app stores.			
J	AI COMPONENTS			
a	It is expected that the platform has the ability to generate preliminary AI results for the most common type of scans – X Rays, CT, MRI scans. The AI component must pre-fill AI reports for the Radiologists, to refer. The system shall enable HLL to interface/ integrate third party AI solutions with existing Teleradiology Reporting solution			
b	Overall, the requirements of the SOFTWARE solution are as follows:			
*	Single integrated SOFTWARE module with RIS, PACS, Tele Reporting and centralized inventory module.			
*	Multi-Nodal support and customizability for each location.			
*	Easy consolidation and segregation of data from each node.			
*	Active directory interface for structured operations			
*	Intelligent distribution of incoming scans based on load handled by individual radiologists.			
*	Auto cases assign facilities to radiologists based on customizable rules.			
*	Compatibility through web interface or otherwise, with all systems			
*	Single One-Time implementation effort and thereon dynamic expandability			
*	Ability to store DICOM and non-DICOM images			
*	Single window, or multi-window multi session capability			
*	The software should provide better informed diagnosis with current and stored image comparisons			
*	The solution shall strictly adhere to the data privacy terms and conditions followed by HLL.			
*	Capable for integration with HIS/RIS			
*	Capable of importing studies from CD, USB, etc.			
*	Export images to CD/USB, etc. option available.			
*	Export DICOM files in original format and to JPEG/BMP images, MP4/WMV/AVI movies.			
*	Export list of studies to CSV file.			
	Can create APIs and integrate with third party websites/client organizations based on requirements. The APIs shall be Partner APIs. which are only available for selected developers and are used for interaction between Through this API, we are suppose to share semi-sensitive data through a secured tunnel with strong authentication process and give limited access to LIVE transactional data. We intend to use these APIs as a tool to provide these services safely and conveniently.			

*	The data shall integrate as and when requirement arises from the client during the contract period.			
*	Should be able to generate custom reports and statics like: -			
	Daily, Weekly, and Monthly Studies performed			
	Unreported and unassigned Studies.			
	Storage Utilization.			
	Turnaround time calculators on both uploading and reporting modules.			
	Radiologist reporting statistics by modality and procedure			
	Technologist statistics			
	Advanced Dashboard			
	Performance and KPI dashboards			
	Advanced functions like MPR, 3D / 4D, image reconstruction, volume rendering, etc. should be available.			
K	PACS (Picture Archiving and Communication System)			
	The Picture Archiving and Communications System (PACS) is intended to set up a film-less system in total RIS environment for performing radiology services within the hospital/Chain of diagnostic institutions. Anticipated benefits of implementation of the system include significant reduction in the costs associated with film and its processing, handling, and storage, improved operational efficiency and enhanced patient care. The function of the PACS is to acquire, distribute, display and archive imaging data and related information used by the institution. This data will be incorporated into and stored in the PACS at the full contrast and spatial resolution originally obtained by the acquisition devices. Access to the data will be limited to the authorized person. The system shall be interfaced to HMIS or any diagnostic network software to support display of diagnostic reports alongside medical images on user-friendly, high performance, applications-oriented workstations, and automated image management and distribution. The PACS image storage and management subsystem must allow the rules for image management to be determined by the customer.			
L	System and Technical Requirements for PACS			
*	The system shall be web-enabled.			
*	The system shall be able to seamlessly handle inbound and outbound HL7 messages and HIPAA from any system that has similar capabilities.			
*	The system should store all data within 5 seconds of request.			
*	The system should populate and should make the pre-set/pre-formatted reports/data within 5 seconds of request.			
*	The system should allow all DICOM digital images to be available for viewing and manipulation within 5 seconds of request.			
*	PACS for radiology and radiotherapy should be integrated and DICOM enabled.			
*	PACS images should be 3D accessible through the internet for tele reporting purposes with ZFP Viewer.			

*	Unlimited licenses should be provided – we can add the number of users as per the requirement of the client hospital in future without any financial implication. The users can be admin, IT support, radiologist or hospital users.			
*	The system should be enabled for teleradiology (PACS server should have static IP).			
*	System should be truly web based and it should be compatible with all web-browsers and mobile applications for viewing and radiologist reporting as well.			
*	Any image can be seen anywhere within a hospital through Intranet & Internet.			
*	In case of intranet, the total application has to be accessed through LAN without any restrictions without the support of internet.			
*	The system uptime will be 100% in critical areas & 98% in non-critical areas			
*	Fully integrated RIS, PACS & Inventory module.			
*	Easily Deployable with simple web-based and modern interface.			
*	Multimodality connectivity, advanced work list, image processing tools - Archiving, Reports.			
*	Management of centralized and/or distributed archiving.			
*	Teleradiology module allowing access of images remotely with all tools using low internet bandwidth.			
*	CD /DVD writing support with embedded DICOM viewer - Advanced and Intelligent worklist.			
*	Stat reads highlighted and automatically take priority.			
*	Search criteria on various parameters like Patient ID, Name, Accession No, Date Hospital Name, AE TITLE, Referring Physicians etc. - Auto refresh and Page size settings.			
*	The application should have Streaming technology for facilitating faster viewing of the images over the net (for PACS).			
*	PACS must have chat option with all the online users with capability to share the snapshot of reporting case to the fellow users for consultation/discussion. Image thumbnail option on the worklist itself to see the respective image series in particular patient study. This is required so that there is no need to open/load the entire study to view any specific series. The chat option may extend to communicate the queries between users, clients, radiologist based on user rights and privileges.			
*	Compressed image support for faster downloads.			
*	Prefetch option to download priors automatically reducing waiting time for the radiologists.			
*	Ability to load different studies, side by side for comparison.			
*	Multiple monitor support allowing the radiologist to review images, Worklist and reports together.			
*	PACS Solution should be Truly web based with all features like CD/DVD Writing, Film printing, Image viewer and Reporting module available through browser from any station. No installable software should be required to use these functions from any station.			

*	It should be possible to import images from external CDs/DVD directly into the system without any external software/workstation.			
*	PACS Solution should support image viewing from handheld devices.			
*	Report text search engine should be available.			
*	Should support DICOM MWL integration with all modalities.			
*	Web based image viewer operated directly from the browser.			
*	Should be possible to edit the DICOM information of images.			
*	It should be possible to create an image library of interesting cases with keywords - It should support scanning of documents and attach as DICOM files - IT dashboard should be available.			
*	PACS must also be able to define priority for anything like MLC, VIP etc. into worklist with colour codes			
*	The PACS software should be advanced and technically capable for image capturing of various digital imaging modalities like Digital X-ray (CR or DR), Mammographic images, Angiographic procedure data, Ultrasound, CT Scanners, MRI Scanners, Gamma cameras, SPECT & PET Scanners, etc. In case of non-digital/analog locations conversion of JPEG to DICOM protocols is necessary. Documentation such as prior requests, lab reports, requisition, etc. be digitized and converted to DICOM, so they are available to the Radiologists along with the image reading.			
*	All images from the current study as well as any relevant prior examination to be made available to the reading radiologist at the shortest possible time. The DICOM view should provide Advanced features like MPR, 3D reconstruction, volume rendering, etc. and can be integrated with CAD/AI tools.			
*	It must show the status as “started” and “completed” respectively when the images are pushed to PACS from Modalities.			
*	Roaming profile – user definable settings. PACS Worklist must have filter options with respect to patient name, ID, Age, Sex, Date, Modality etc. and QBE (Query based Engine) option for advance search. Also, it must be customizable at user level in terms of how many filters that particular user wants to keep.			
*	The system should be able to take voice response (ex: Nuance, Augnito etc) while processing diagnostics reports and convert the same into word format.			
*	Support for DICOM-RT archive and the system shall allow HLL to take offline backup/archive from cloud server to local server through FTP/NAS Client based on the necessity.			
*	RIS PACS System must provide the Built-in auditing for HIPPA compliant such as logins, data accessed, Report Created, Report Saved or assign to another Radiologist etc.			
*	The RIS – PACS vendor must have the Platform for the in-house AI Algorithms seamlessly integrated with their RIS and PACS and capable of providing the Integration with 3rd Party AI Tools for the Future Integration without any Technical Limitations. Open interfaces shall be available for integration			
M	Radiology Department and PACS workflow management			

*	Open & display all medical images, produced by medical equipment which have the ability to view Multimodality viewing for X-Ray, CT, MRI, PET, NUCLEAR MEDICINE, USG, 2D ECHO, COMPUTED RADIOGRAPHY, DIGITAL RADIOGRAPHY, CATHLAB, SPECT-CT, BMD etc.			
*	Inhouse radiologist viewer and reporting module			
*	Desktop application for installation on PCs, laptops, and tablets running Windows & MAC systems.			
*	Windows 7/8/8.1/10/11 and Mac OS X 10.9+ or above supported			
*	No additional dependencies (.NET, Java, etc.) or any windows related services.			
*	Lightweight application with 32- and 64-bit versions compatibility.			
*	Advanced memory management system that facilitates the concurrent opening of studies that contain thousands of images.			
*	Feature-rich diagnostic tools with Document and report viewer			
*	Open ZIP archives (unencrypted/encrypted) with DICOM files			
*	Search and download DICOM studies (or selected series) from PACS locations (servers, workstations, cloud, modalities etc.)			
*	Accept and display studies pushed from other PACS locations			
*	Import DICOM studies from CD/DVD/Blu-ray discs, local and network folders, USB drives and PACS locations.			
*	All Basic Tools which include Perform fluid zooming, panning, brightness and contrast (window level/window width), Negative mode			
*	Fluid zooming, rotating, panning, and scrolling in large series			
*	Rotate (90 CW, 90 CCW, 180) and Flip (horizontal, vertical) features			
*	Apply image filters (sharpen, smooth, edge, emboss)			
*	Display dynamic series/sequences (CINE) with option to adjust frames per second			
*	Display DICOM overlays (annotations or graphic overlays included in the file)			
*	Display DICOM file structure with searchable DICOM tags, their descriptions, and values			
*	Measurement of area and perimeter of a closed polygon, open polygon length, angle value, Cobb angle value, deviation distance etc.			
*	Arrow and pencil tool for annotations.			
*	Dedicated annotation tools.			
*	It shall be possible to edit or delete the annotations if required at a later date.			
*	It shall be possible to print the annotations on film if required and make as DICOM Object for Image exporting.			
*	It shall be possible to change the color, size and font of the annotations and set them as default.			
*	Support multi-monitors configuration, including high resolution medical grade monitors			
*	Auto Query & Retrieve studies from any DICOM compatible software / server			
*	A complete set of Region-Of-Interests tools are available to measure angles, surfaces, distances, densities, SUV, Cobb angle, volumes etc.			

*	PACS must allow launching of single window access of complete patient history showing reports, notes, prior cases with auto comparison rule etc.			
*	Create DICOM compliant screen captures			
*	4D support for Cardiac-CT & Cardiac-MR			
*	Image tracking and available on entire HIMS Intranet network			
*	Stores images obtained from RIS imaging devices and any other relevant patient information on the database.			
*	Database and files management			
*	DICOM based automatic order generation			
*	Single-click radiologist's worklist management			
*	Advanced diagnostic image/information routing engine.			
*	Integrated Nuance Dragon Speech Recognition/ Top Voice recognition Software available in market.			
*	Voice-driven report generation via templates			
*	The enterprise viewer must also be a ZFP viewer			
*	The enterprise viewer must be integrated with HIS/EMR if required.			
*	The enterprise viewer could be accessible by an authorised person from anywhere to view all the patient data coming from different locations and different PACS system installed at HLL Hospitals.			
N	DICOM Receiver Component			
	This component should be DICOM and HL7 compliant and can be deployed on several different operating system platforms:			
	i) Microsoft Windows			
	ii) Various Linux brands			
	iii) Apple OS X			
	The DICOM Receiver uses a database to store information from the DICOM headers, index information for locating objects on the file system, and other pertinent system and clinical data. It must comply with supporting the following Databases (PostgreSQL/MySQL/SQL/Server/DB2/Firebird).			
	- PACS enterprise Web - DICOM image server.			
	- Modality acquisition.			
	- DICOM communication.			
	- Advanced compression engine.			
	- Unlimited concurrent web licenses.			
	- SSL configuration (128 Bit).			
	HIS –RIS –PACS HL-7 integration (Broker less)			
	Seamless integration with any HIS			
	HIS clients can directly access images from PACS (PACS-Web)			
	PACS Insight 2D Clinical Workstations			
	PACS 2D with advanced 2D image manipulation tools.			
	Template based Reporting Module			

	PACS – web based diagnostic DICOM viewer			
	Any image, Anywhere, anytime			
	Advanced Web based diagnostic quality image viewer			
	2D image manipulation			
	Unlimited user licenses			
	- Speed: loading and compression are done server-side			
	- Multi-platform support			
	PACS Enterprise Viewer			
	3D volume rendering			
	Plane and volume removal functionality to remove unwanted data from the image set			
	Removal of obscuring parts so the area of interest is isolated			
	Management of MIP, MPR, MinIP, AIP reconstructions calculated and displayed in real time according to orthogonal planes (Axial, Coronal and Sagittal), oblique, curved and freehand defined planes			
	Full compliance with DICOM 3.0 standard			
	PACS Workflow Manager			
	Integrated workflow manager			
	Rule based image prefetching, compression & forwarding.			
	PACS Audit logger PACS Task logger			
	PACS: Radiology Order Processing			
	Registering the order in the radiology department			
	General Purpose Worklist			
	PACS: Radiology Order Scheduling			
	scheduler for the Radiologist, Technician & Modality			
	Scheduling a specific order at a specific time and date			
	PACS: Modality Worklist & MPPS update			
	Modality Worklist for the technician			
	Automatic update of the status of the ordered procedure			
	RIS to Console Server Interface: The system shall interface with console machine automatically and transfer requisite data for console for scanning			
	Peer Review Workflow: Provide a mechanism that offers Radiology Department to record the Quality Review of the Reports. Provide a mechanism that offers the Statistical reports of the discrepancies in the Radiology Findings			
O	System Specification for DICOM			

	The Teleradiology software should be advanced and technically capable for image capturing various digital imaging modalities like Digital X-ray (CR or DR), Mammographic data, Angiographic procedure data, Ultrasound, CT Scanners, MRI Scanners, Gamma cameras, SPECT & PET Scanners, etc. which are forwarded to Digital PACS systems. In the case of non-digital / analog locations conversion of JPEG to DICOM protocols is needed. Documentation such as prior requests, lab reports, requisition, etc. be digitized and converted to DICOM, so they are available to the Radiologists along with the image reading. All images from the current study as well as any relevant prior examination to be made available to the reading radiologist at the shortest possible time. The DICOM viewer should provide Advanced features like MPR, 3D/4D image reconstruction, volume rendering, etc. and can be integrated with CAD/AI tools.			
P	Advanced Teleradiology Viewing and Reporting Capabilities			
*	Teleradiology software should be designed with Advanced Rich Internet Application which can be accessed just on any browser (No client-side installation required).			
*	It should be an independent system with no dependency support for both viewing and reporting.			
*	Flexible, HIPAA-compliant report delivery options, including secure Email, FAX, HL-7, and DICOM.			
*	Automated in-bound FAX workflow for attachments, Customized reports with individual facility logos, Automated referring physician report notification as needed.			
*	Monthly, Quarterly, or Yearly QA reporting facility.			
*	Fully customizable and configurable Hourly, Daily & Monthly turnaround time (TAT) reporting facility needed based on project needs.			
*	Advanced critical finding and stroke protocol workflows.			
*	Advanced Artificial Intelligence (AI) throughout the reporting process to increase Radiologist efficiency and accuracy.			
*	Teleradiology software should be incorporated with an advanced level of security that falls under the HIPAA complaint framework.			
*	Teleradiology software should be enabled on a 128-bit SSL security for the data transmission over the internet / intranet.			
*	Advanced HIPAA-compliant IT infrastructure which has more than 99.8% uptime with 24/7/365 IT support.			
*	Need Advanced Security keys for locking all patient data.			
*	Teleradiology software should be based on DICOM 3.0 & HL-7 standards and encompass the advanced IHE profiles like WADO (Web Access to DICOM object) and should provide Fast image transfer over the internet for anywhere, anytime diagnostics, should support multi-hospital connectivity.			
*	All Basic Tools which include Perform fluid zooming, panning, brightness and contrast (window level/window width), Negative mode			
Q	Platform Features:			
*	Advanced, reliable HIPAA compliant IT infrastructure. Rapid study transmission and Report generation.			

*	The Platform can be accessed on any browser, no client-side installation needed.			
*	Teleradiology software should allow simultaneous access to images from multiple diagnostic and investigation systems.			
*	It should support Filmless diagnosis across multiple locations including remote radiology consultation across the world.			
*	The required PACS-cum-Teleradiology platform, on the cloud and as specified by the detailed specification that is to follow. The platform, which is to be AI-powered and mobile access enabled, must conform to the following standards: DICOM, HL7, FHIR.			
	The platform will consist of the following components:			
*	Remote DICOM component to integrate with machines.			
*	DICOM receiver, storage and retrieval component.			
*	DICOM image viewer component.			
*	Radiology reporting module.			
*	Mobile App access component.			
	The technical specification of each component / module is further as below:			
*	Remote DICOM component to integrate with machines.			
*	Fast error free and transparent compression (>2x) of image data on disk with NKI private, JPEG or JPEG2000 compression.			
*	A database browser and slice viewer integrated in the PACS system with options for: viewing DICOM header, creating BMP files (ideal for slides), sending selected images, printing, database fix tools such as changing patient IDs, deleting and anonymizing studies and series, and splitting and merging series.			
*	IT Dashboard in PACS which provides information of major activities like number of users logged in, study, storage health, graphical presentation and other details related to performance if the system.			
*	Ability to Use drag and drop to load ZIP, DICOM and HL7 files.			
*	A simple query/move user interface for diagnostic purposes, to improve your knowledge of DICOM, and to grab missing data from another server.			
*	Elementary DICOM print server and client - prints to the default printer.			
*	JPEG, JPEG2000 compression and decompression and RLE decompression supported.			
*	Flexible configuration of JPEG and NKI private compression with optional (de)compression of incoming, dropped, transmitted and archived files.			
*	A simple DICOM Modality Worklist implementation with HL7 import with configurable translation.			
*	A CGI WEB interface with several possible viewers (also on the Linux version which does not have a GUI).			
*	The server integrates a small web client that also acts as a viewer.			
*	Must provide complete audit trail of activities in the system			
*	The system must support use of electronic worklists across all areas (reception, scheduling, radiographer worklist, radiologist reporting worklist, etc) which are configurable for individual users and groups of users. This is to facilitate a paperless workflow.			

	The Enterprise solution shall provide HLL Diagnostic Centres/Client Hospitals a solution to manage the storage of DICOM and Non-DICOM objects within a consolidated storage solution providing redundancy between data centers located in HLL Trivandrum. The items stored through the cloud storage must be available through the EMR/HIS, image enabling the EMR, as well as an XDS and DICOM compatible universal viewer. All DICOM objects must be made available for viewing, sharing, point-to-point, and peer-to-peer; through the different proprietary PACS solutions throughout HLL chain of Imaging centres.			
R	INTEGRATION & MIGRATION			
*	HL7 Integration with Hospital Information system			
*	Unlimited DICOM integration of modalities or Systems with PACS			
*	An advance Software tool that can provide remote monitoring of the integration engine and detailed reporting of the performance of the system with the possibility of SMS notification in case of break down or failure of the messages or the whole engine.			
*	Complete Integration with HIS, PACS and the CIS for a seamless data exchange platform. Integration must be dynamic and bi-directional.			
*	Migration of data from all existing PACS system will be responsibility of the vendor.			
*	All the data from all the operational HLL Diagnostic Centres has to be migrated to provided HLL Offline server/storage device as a onetime activity and thereafter all the current and future data will have to be sync automatically from various PACS vendors into HLL Offline server/storage device by real time/schedule transfer. Support from existing vendors will be provided for migration			
*	The vendor neutral archive solution must have a feature of Image life cycle management which could help the organization in optimizing the budgets for storage for near line and LTA.			
*	The VNA solution must include enterprise viewing tool.			
*	The Enterprise viewing solution must also have inbuilt audio/video collaboration so that 2 doctors could discuss the case real-time.			
*	It must open on both Brower and handheld devices like mobiles, Tablet of both iOS and Android for viewing.			
*	Must be browser independent and shall open from desktop as well			

SECTION V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

- These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

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

SECTION VI
ANNEXURES TO BID

Annexure 01

BID FORM

Ref:

Date:

**To,
Deputy General Manager (HCS)
Healthcare Services Division
HLL Lifecare Ltd, HLL Bhavan, Poojappura, Thiruvananthapuram,
Kerala, India- 695012,
Tel: 0471-2775500
Email – hcstenders@lifecarehll.com**

Dear Sir,

**Tender : E Tender for SELECTION OF SERVICE PROVIDER FOR RADIOLOGY INFORMATION SYSTEM-
PICTURE ARCHIVING & COMMUNICATION SYSTEM AND TELERADIOLOGY SOFTWARE SOLUTIONS ON
SOFTWARE-AS-A-SERVICE (SAAS) MODEL**

Tender No. HLL/ HCS/eTender/2023-24/03 Dated 26.10.2023

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 total software solution as indicated in the price Schedule.

We undertake that in case our bid is accepted, we shall Commence work and shall make all reasonable endeavor to achieve contract acceptance. We agree to abide by this bid, which, in accordance with consists of this letter, the Price Schedule, letter of authorization, documents establishing conformity, and Attachments through [specify: the number of attachments] to this Bid Form, up to 6 months from the date of opening of financial bids and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

We declare that price/ rate offered is for the Supply/Development, Installation & Implementation of RADIOLOGY INFORMATION SYSTEM- PICTURE ARCHIVING & COMMUNICATION SYSTEM AND TELERADIOLOGY SOFTWARE SOLUTIONS ON SOFTWARE-AS-A-SERVICE (SAAS) MODEL) as per the terms and conditions of the tender enquiry document.

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

We, the Bidder shall indemnify, defend and hold harmless Government of India, HLL, its Affiliates, officers,

directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to

(i) Manufacturer's/Bidders breach of any of its warranties, representations, covenants or obligations set forth

herein or

(ii) The negligent act or omission of the Manufacturer/Bidders.

(iii) Any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or any affiliate.

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

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

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal.

Annexure-02

Power of Attorney for Signatory of Bids

Know all men by these presents, we,(*Bidders name*) with Registered Office at do hereby constitute, appoint and authorize Mr./Ms. residing at Who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for etender for Selection Of Service Provider For Radiology Information System- Picture Archiving & Communication System And Teleradiology Software Solutions On Software-As-A-Service (SaaS) Model (Tender No: HLL/ HCS/eTender/2023-24/03 Dated 26.10.2023) invited by HLL Lifecare Limited including signing and submission of all documents and providing information / responses to the HLL Lifecare Limited representing us in all matters before HLL Lifecare Limited and generally dealing with HLL Lifecare Limited in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this.....

For.....

Accepted

.....

Annexure-03
SELF - DECLARATION

To,
Deputy General Manager (HCS)
Healthcare Services Division
HLL Lifecare Ltd, HLL Bhavan, Poojappura, Thiruvananthapuram,
Kerala, India- 695012,
Tel: 0471-2775500
Email – hcstenders@lifecarehll.com

Dear Sir,

Tender : E Tender for SELECTION OF SERVICE PROVIDER FOR RADIOLOGY INFORMATION SYSTEM- PICTURE ARCHIVING & COMMUNICATION SYSTEM AND TELERADIOLOGY SOFTWARE SOLUTIONS ON SOFTWARE-AS-A-SERVICE (SAAS) MODEL

Tender No. HLL/ HCS/eTender/2023-24/03 Dated 26.10.2023

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

Also certify that the quoted products/services possess relevant quality certifications and standards mandated by the concerned authorities for all the offered products/services.

We hereby guarantee that the product/services supplied by our company are not spurious and we further guarantee not to supply any sub-standard or half developed. We assure that the entire solution and services to be supplied shall be as per the standard approved / specified in the aforementioned bid document and as per the relevant regulation of radiology information system and PACS standards.

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

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

Date:
Place:

Signature:
Name:
Designation:
Seal:

Annexure 04

CATEGORY DETAILS OF THE ORGANIZATION

SL No.	Description	Yes/No
1.	*Whether the organization belongs to the MSE category	
2.	*Whether the MSE organization belongs to SC/ST entrepreneur.	
3.	*Whether the MSE organization belongs to woman entrepreneur.	
4.	Whether the MSE organization is registered under MSE Type of Enterprise 'Manufacturer' or 'Services'.	

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

***The Udyam Registration number of the bidder**

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

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

INDEMNITY CERTIFICATE

To,

**Deputy General Manager (HCS)
Healthcare Services Division
HLL Lifecare Ltd, HLL Bhavan, Poojappura, Thiruvananthapuram,
Kerala, India- 695012,
Tel: 0471-2775500
Email – hcstenders@lifecarehll.com**

Dear Sir,

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

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

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

PERFORMANCE BANK GUARANTEE FORMAT

To :

HLL Lifecare Limited,
Corporate & Regd, office,
HLL Bhavan, Poojappura (PO),
Thiruvananthapuram-695012
Kerala

This Guarantee made on this _____ (“Guarantee”) by _____, having its office at _____ (hereinafter called the “Bank / Guarantor”) (Which expression shall include its heirs, successors, administrators and assigns) of the ONE PART in favour of HLL Lifecare Limited, HLL Bhavan, Poojappura P.O., Thiruvananthapuram – 695 012, Kerala (hereinafter called the “HLL” which term shall include its successors, heirs and assigns) of the OTHER PART.

WHEREAS IN CONSIDERATION OF MESSERS. **HLL Lifecare Limited, Corporate & Registered office, HLL Bhavan, Poojappura PO, Thiruvananthapuram – 695012 (Kerala)**, a Government of India Enterprises (hereinafter called “HLL”) (which expression shall include its successor in business and assigns) having placed an order on M/s..... a company having its registered office at..... (hereinafter called “The Supplier”) (which expression shall include executors, administrators and assigns) vide **Notification of Award (NoA) No. Dated.....** (hereinafter called “The Order”) (which expression shall include any amendments/ alterations to “The Order” issued by “HLL Lifecare Limited”) for the supply of Goods to /execution of services for “HLL Life care Limited”

AND WHEREAS, under the terms of the said Order, “The Supplier” shall furnish a security amount of Rs...../- (Rupees only) for the performance of “The Supplier’s” obligations and/or discharge of the “The Supplier’s” liability in connection with the said “Order”; and “HLL Lifecare Limited” having agreed with “The Supplier” to accept Bank Guarantee for the Performance Security Deposit.

NOW THEREFORE:

1. We, the Bank having office at (hereinafter referred to as “The Bank” which expression shall include its successors and assigns) hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of Rs...../- (Rupees only), and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein
2. We, Bank further agree that “HLL Lifecare Limited” shall be sole judge whether the said “Supplier” has failed to perform of fulfil the said “order” in terms thereof or committed breach of any terms and conditions of “The Order” and the extent of loss, damage, cost, charges and expenses suffered or incurred by “HLL Life care Limited” on account thereof and we waive in the favour of “HLL Lifecare Limited” all the rights and defenses to which we as guarantors and/or “The Supplier” may be entitled to.
3. We, Bank further agree that the amount demanded by “HLL Lifecare Limited” as such shall be final and binding on “The Bank” as to “The Bank’s” liability to pay and the amount demanded and “The Bank” undertake to pay “HLL Lifecare limited” the amount so demanded on first demand and without any demur not withstanding any disputes raised by “The Supplier” or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
4. We, Bank further agree with “HLL Lifecare Limited” that “HLL Lifecare Limited” shall have the fullest

liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said “Order”/ or to extend time of performance by “The Supplier” from time to time or to postpone for any time to time any of the powers exercisable by “HLL Lifecare Limited” against “The Supplier” and to forbear to enforce any of the terms and conditions relating to “The Order” and we shall not be relieved from our liability by reason of any such variation or extension being granted to “The Supplier” or for any forbearance, act or omission on the part of “HLL Lifecare Limited” or any indulgence by “HLL Lifecare Limited” to “The Supplier” or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

5. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
6. However, it has been agreed between “The Supplier” and “HLL Lifecare Limited” Bank Guarantee for Performance Security Deposit is valid up to a period of 180 days beyond the expiry of the contract period as per the terms of the tender No. dated
7. Notwithstanding anything contained herein above:
 - (i) Our liability under this guarantee shall not exceed Rs./-
 - (ii) This Bank Guarantee shall be valid up to and including And
 - (iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before 1 year from the validity period.
8. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of HLL Lifecare Limited” in writing.
9. We, Bank lastly agree that “The Bank’s liability under this guarantee shall not be affected by any change in the constitution of “The Supplier”.
10. “The Bank” has power to issue this guarantee in favour of “HLL Lifecare Limited, HLL Bhavan, Poojappura PO, Thiruvananthapuram-695012 (Kerala)” in terms of the documents and/or the Agreement/Contract entered into between “The Supplier” and “The Bank” in this regard.

In witness whereof the Bank has executed this document on this _____ day of _____.

For _____ Bank

(by its constituted attorney)

(Signature by a person authorized to

Sign on behalf of “The Bank”)

CHECK LIST

SL NO	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	REMARKS
1	Forwarding letter indicating the submission of technical documents along with check list of documents			
2	Details of EMD/ Tender Fee in the form of BG/DD (copy of the NEFT/RTGS details)			
3	Tender document duly signed and stamped in all pages along with corrigendum (if Any)			
4	Copy of Udyog Aadhaar/ UDYAM Registration certification details, in case of MSME bidders			
5	Authenticated copy of the Memorandum of Association/Articles of Association / Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the M. Director / Partner / Proprietor			
6	Documentary proof attested by Chartered Accountant for establishing the average annual turnover of Original Manufacturers having a minimum average annual turnover of Rs.5 Crores (Rupees Five Crores only) during the last three years i.e., 2020-21, 2021-2022 and 2022-23 (Original/ provisional).			
7	Power of Attorney in stamp paper (RS.200/-) duly notarized authorizing the signatory to sign the bids and transact business.			
8	Copy of GST Certificate			
9	Copy of PAN Card			
10	All necessary required documents mentioned under clause no: 16.1.4, evaluation criteria including			
	Work order/Agreement / client certificates copies regarding supply of RISPACS/ tele radiology software solutions			
	Performance certificate from respective clients indicating implementation and running period time lines			
	Performance certificate from respective clients indicating implementation and running period time lines with average number of CT/MRI cases per day and concurrent users			

	Data migration certificate issued by client			
	Copies of 1. ISO-9001: 2015 2. ISO 27001:2013 3. ISO 12052: 2017 4. ISO 13485:2016			
11	Item by item technical specifications compliance statement as per section IV			
12	Annexure 1 - Bid Form			
	Annexure 2 - Power of Attorney for signatory of bid			
13	Annexure 3 - Self Declaration			
14	Annexure 4 - Category details of Organization			
15	Annexure 5 - Indemnity Certificate			
16	Annexure 6 - Performance Bank GuaranteeFormat			
17	Annexure 7 - Check List			
18	Annexure 8 - Compliance to Rule 144 (XI) of GFR 2017 (Self Declaration)			
19	Annexure 09 - Make in India Preference (Self Declaration)			
20	Annexure 10 - Pre-Contract Integrity Pact			
21	Annexure 11 - Proof of past performance – details of RISPACS projects done during previous three years in central or state sector duly certified by Chartered Accountant with copies of work order/ MoU/Agreements			

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

We,

.....

.....

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

Hereby declare that we are eligible to bid for the tender: ***(Include tender number and date)***

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

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

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:Address:

SELF DECLARATION – MAKE IN INDIA PREFERENCE

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

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

Seal and Signature of Authorized Signatory

PRE-CONTRACT INTEGRITY PACT

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

Between

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

And

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

Preamble

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

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

NOW, THEREFORE,

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

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

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

Clause 1. Commitments of HLL

1. HLL undertakes that HLL and /or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
2. HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
3. All the officials of HLL will report to Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
4. HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
5. If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e., employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

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 indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
3. The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).

4. The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
5. The counterparty will promote and observe ethical practices within its organization and its affiliates.
6. BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
7. The counterparty will not make any false or misleading allegations against HLL or its Associates.
8. BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
9. The BIDDER further confirms and declares to HLL that the BIDDER is the original integrator / manufacture /authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
10. The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
11. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
12. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
13. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest /stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
 - a. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
14. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
15. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
16. The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use

improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

17. The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
18. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) /Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

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

1. The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
3. If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HLL is entitled to disqualify the BIDDER from the tender process.

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

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

Clause .5. Consequences of Violation / Breach.

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

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

Clause.6. Fall Clause

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

Clause .7. Independent External Monitor(s)

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

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

If HLL obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an

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

Clause.9. Facilitation of Investigation

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

Clause.10. Law and Place of Jurisdiction

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

Clause.11. Other legal Actions

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

Clause.12. Validity and Duration of the Agreement

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

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

Clause.13. Other provisions

1. Changes and supplements as well as termination notices need to be made in writing.
Both the Parties declare that no side agreements have been made to this Integrity Pact.
2. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

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

HLL

BIDDER

Mr. K. Beji George

(Name & Designation)

**Chairman and
Managing Director
HLL Lifecare Limited,
Thiruvananthapuram.**

Witness

Witness

1.....

1.....

2.....

2.....

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

ANNEXURE-11
Experience Details in implementing RISPACS Projects from CA

This is to certify that M/s has executed the following assignments as per the details given below

Sl.No	Client	Contract Number	Contract Value	Details of services/ Solution provided	Min. Average CT/MRI cases per day	Maximum concurrent users	On going/ completion status

Place :

Signature with Office Stamp

Date :

Name & Designation

(Copies of Work order/Agreement/ MoU /Client certificates are to be submitted of the above mentioned assignments)