

EXPRESSION OF INTEREST DOCUMENT FOR

EMPANELMENT OF STRATEGIC PARTNERS FOR SUPPLY,
IMPLEMENTATION, AND MAINTENANCE OF AN INTEGRATED
QUEUE MANAGEMENT SYSTEM

EoI No: HLL/CHO/HCS/IT/2022/140 Dated 01-09-2022



HLLIFECARE LIMITED

(A Govt. of India Enterprise)

CIN:U25193KL1966GOI002621

HLL Bhavan, Poojappura,

Thiruvananthapuram-695012, Kerala, India

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**Notice Inviting Expression Of Interest (Eoi) For Empanelment Of Strategic Business Partners
For Implementing Queue Management System**

HLL Life care Limited, a Government of India Enterprise, invites Expression of Interest (EOI) from reputed firms to get empanelled as Strategic Business Partners (SBP's) for supply, implementation and support of Queue Management System (QMS) at various locations across India.

EOI No	:	HLL/CHO/HCS/IT/2022/140
EOI PUBLISHINGDATE	:	01.09.2022
Date & Place of Pre-bid meeting	:	05.09.2022 11.00HRS HLL BHAVAN, Poojappura, Thiruvananthapuram
EOI DOCUMENT FEE	:	Rs.1500 including GST
LAST DATE AND TIME FOR RECEIPT OF EOI	:	12.09.2022,14.00HRS
TIME AND DATE OF OPENING OF THE EOI	:	13.09.2022,14.00HRS
PLACE OF OPENING OF BID	:	HLLIFECARELIMITED HLL BHAVAN,POOJAPPURA, TRIVANDRUM, KERALA-695012 PHONENO-04712354949
ADDRESS FOR COMMUNICATION	:	DEPUTY GENERAL MANAGER (HCS) HEALTHCARE SERVICES DIVISION HLL LIFECARE LIMITED,HLL BHAVAN, POOJAPPURA TRIVANDRUM,KERALA-695012 PHONENO-04712354949
EMAIL ID	:	hcstenders@lifecarehll.com

**DGM (HCS)
HEALTHCARESERVICESDIVISION**

SECTION-1 INSTRUCTIONS TO BIDDERS (ITB)

1. COMPANY BACKGROUND

HLL Lifecare Limited (HLL) is a Government of India “Mini Ratna” Public Sector Enterprise, under the Ministry of Health and Family Welfare, Government of India. Over the years, HLL has grown to serve many new areas in the field of healthcare in India in addition to manufacturing of contraceptives, and medical products.

HLL’s purpose of business is “to be a globally respected organization focusing on inclusiveness by providing affordable and quality healthcare solutions through continuous innovations”. In its quest to become a comprehensive healthcare solutions provider, HLL had diversified into hospital products and healthcare services, while nurturing its core business of providing quality contraceptives.

Healthcare Services Division

The Healthcare Service Division (HCS) of HLL is setting up and operating High-end path lab facilities and imaging centres across the country partnering with various State Governments and Central Government Institutions. The purpose of this division is to make available the high end path lab diagnostic facilities and imaging facilities to poor and needy patients at a much affordable rates. At present, HCS division of HLL has its presence in seven states.

HINDLABS

Healthcare Services (HCS) Division of HLL Lifecare Limited provides Medical Diagnostic Services (Laboratory, Imaging, and Tele Radiology) 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 225 Diagnostic labs, 4000 collection centers (Which includes PHC, RH, DH, SSH, RRH, WH & MH) and 50 medical imaging centres 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.

2. INTRODUCTION

Through a chain of Healthcare Diagnostic centres, HINDLABS, HLL offers clinical pathology lab services and Radio diagnostic imaging services. Over a period of short span HINDLABS emerged as one of the key player among retail diagnostic chains with 225 Diagnostic labs, 4000 collection centers (which includes PHC, RH, DH, SSH, RRH, WH & MH) and 50 medical imaging centres in various states and cities across India. HINDLABS uses state-of-the-art technology to provide the most comprehensive and advanced imaging services. The facilities are designed to comply with National Accreditation Board for Testing and Calibration Laboratories (NABL) standards.

The Healthcare Services Division (HCS) has numerous projects in pipeline and intends to explore the possibility to have Strategic Business Partners for their upcoming medical Imaging business projects. Through strategic partnerships HLL intends to develop future business segments capitalizing on HLL's operational capabilities and experiences. This Expression of Interest (EOI) is invited for empanelment of a Strategic Business Partners in the sector of Health Care and Diagnostic services for their future medical Imaging projects.

3. SCOPE OF EOI:

3.1 General scope

Queue Management System shall cover everything from simple ticket, self-check-in kiosk, and display solutions to a fully tailored customer journey platform that utilizes customer data. The system shall support multi-department workflow with a provision to transfer a patient from the registration desk to laboratories or pharmacies depending upon the patient flow envisaged by the institute management. The system will be integrated with the available Hospital Information Management System (HIMS) to identify existing patients. The system shall require minimum manpower with limited skill to operate and extremely easy to deploy. With the focus being the patient, the system shall endeavor to reduce the wait time of the patient and improve the overall efficiency of the Hospital / OPD Block.

The Healthcare Services Division of HLL Lifecare Limited invites Expression of Interest and Bid from eligible applicants for empanelment of Business Associates/strategic partners across India for the supply, implementation and support of Queue Management System (QMS) detailed below

Sl. No	Description	Facilities offered
1	Features: The solution should have the following features to manage the patient journey across various departments and patient touch points inside the hospital.	<ul style="list-style-type: none"> Touch screen-based token kiosks for on-premises token generation Online Token Generation Display status on Media Displays Staff and Customer notifications Digital Signage Mobile Virtual Queuing

		Voice based patient notifications and alerts
		Call Station Configuration Management
		Services and Departments Configuration and Management
		Customer Feedback
		Integration with Hospital Information Management System (HIMS)
		User Dashboards
		Standard and Custom Reports
		User Roles and Rights Management
		Provision to display tokens on Single / Multi-screen at a time.
		SMS Alerts and Notification
		QR code-based Token generations
2	Software Specifications	<p>a) The visiting patients should be categorized as – General, Ladies, Hospital Staff, Senior Citizens/Handicap or any other categorization as required by the department.</p> <p>b) The proposed system shall have detailed functionality like QMS working model (Centralized, Decentralized or Hybrid), Web based / Web enabled, \ Integration with HIMS, functioning logic along with their configurability feature. It shall also allow to issue Web based Tokens to support Registration & Appointment.</p> <p>c) The system shall have the facility to display Counter Nos. & their respective Queue Nos. along with expected waiting time for each patient, define priority, define patient distribution logic, facilitate queue enquiry.</p> <p>d) Queue Management System will be used for both visiting patients and those who have taken the prior appointment.</p>
3	General Specifications	<p>a) QMS architecture shall be such that queues in various departments are managed with single token per patient maintaining its uniqueness per day.</p> <p>b) Provision to display patient names in the TVs and LCD/LED display units outside consultant rooms and individual registration/reception counters & helpdesk etc.</p> <p>c) Queue would be managed for new walk-in patients, patients with online appointments & follow-up patients.</p> <p>d) The QMS system shall cover services including Pharmacy, Laboratory & Radiology services (such as blood test, X-ray, Ultra Sound etc.) with same token number assigned during entry/appointment of the patient.</p> <p>e) The system shall allow flexibility of changing system parameters, services type and configuration “as and when” needed.</p>

		<p>f) The system should have load-leveling capability which is user-definable such that at any point in time, the System Administrator would be able to distribute the Queue Token load if a particular service is being over-loaded.</p> <p>g) At any time during the Queue-Token-cycle, there should not be any duplication of numbers appearing at the same time at two different counters.</p> <p>h) Security measures ensure that only authorized users shall have access to the system. Different access levels shall be provided for different types of users so that each type of user will only have access to the functions and information that are relevant and necessary to perform their roles and responsibilities.</p> <p>i) There should be an Online Administrative Panel (Software) also for monitoring the Queue-Token-Flow / Workload for the all the departments and also to perform key-changes to the Queue-Token-Token-Flow / Workload from anywhere with different levels of Security rights for accessing the Panel.</p> <p>j) The system shall have facility to enable real-time monitoring and tracking of Waiting time and service time status.</p> <p>k) The system shall have the capability of multiple-part tickets of different type of patients. It will allow a Patient to be served at more than one counter or service one after another without taking a new ticket. It will run 24 hours without shutting down and allow users to set the queue operation session time.</p> <p>l) It will have a provision to integrate with mobile apps and the app further issue ticket for Patient.</p>
4	Appointment	<p>a) The system shall allow the staff to allocate the necessary patient slots to be open to public for medical appointment Booking.</p> <p>b) This appointment module could be made open to the public internet for public Booking.</p> <p>c) It will be designed to pre-alert patients of their up-coming appointments.</p> <p>d) At any time during the Appointment booking-cycle, there should not be any duplication of numbers being appeared at the same time at the same rooms or same appointment being made to 2 different rooms.</p> <p>e) QMS Appointment Configuration includes the following:</p> <ul style="list-style-type: none"> • Link counter by Medical Service or Dept. • View linked services • Assign available slots to a service • Change doctors' parameters

		<ul style="list-style-type: none"> Appointment slot change status in colour code Doctors should be able to view list of today's appointments
5	<p>Web Based Management Portal: The web-based management portal shall contain reports, dashboard & analytics. The system should monitor the patients flow and collect valuable information. It will give useful operating statistics to enable management to schedule and allocate optimal resources so as to maintain patients' satisfaction. It will be able to generate statistical reports which can be exported to PDF, EXCEL & CSV format.</p>	<p>A few of the management portal reports requirements are:</p> <ul style="list-style-type: none"> a) All service summary report b) Counter & Consultant Room performance report c) Staff performance report d) Overview daily, weekly & monthly report e) Waiting time report f) Transaction time Report g) Waiting time per time period h) Transaction time per time period i) Token number wise report

***Selection of business segment and facilities offered at each unit shall be decided based on market potential and requirement of from HLL. A separate RFQ will be floated seeking financial bid from empanelled partners as and when required.

Benefits of QMS:

The proposed solution should have the following minimum benefits to the medical institutes as well end patients

- Reduce patient wait time and increase Hospital efficiency
- Improve Service quality
- Enhance Patient experience
- Increase Staff Moral to manage large number of Patient's footfall
- Make operational improvements and resource optimization

3.2 SCOPE OF STRATEGIC BUSINESS PARTNER

- Supply, installation and implementation of queue Management System (QMS) in line with the requirements of the institution (Eg: AIIMS, CGHS, NHM & Other institutions).
- Meet all the operational and recurring expenses during the day to day execution of the project
- Meet all statutory and regulatory guidance and requirements or as advised by HLL and provide support for the institution where the solution is implemented.

3.3 SCOPE OF HLL

- The complete Strategic Design, Planning and execution of the project.
- Identify the most suitable technical specification of the Queue Management System and accessories
- Deployment and training of manpower and facilitation of maintenance of infrastructure for smooth and uninterrupted operations.
- Obtain the regulatory compliances in the name of HLL
- Maintain the quality standards and the SOPs
- Routine Reports and Coordination with all stakeholders.

3.4 REVENUE SHARE MODEL

- a) Post empanelment a separate Request for Quote (RFQ) will be floated seeking the bids from the empanelled bidders for each project. Empanelled Business Associate shall analyze the project and do the necessary study and survey to submit a financial offer to HLL. The business associate/ service provider of HLL for each particular project will be selected based on the financial offer floated among empanelled firms. HLL may form consortium/joint venture for execution of project. Business Associate will be responsible for end to end implementation of project in association with HLL and shall bear the costs involved in the execution of projects.
- b) Period of engagement will be terminated on completion of the project or closure of the project by HLL's Clients after issuing sufficient notice period to HLL as per the agreement terms.

4 SELECTION PROCESS

- a) The tentative strategic partners, who meets the terms and conditions of this EOI shall be evaluated and empanelled after scrutiny. Qualification criteria for empanelment will be conformance to qualification criteria as per clause no, 5 with satisfactory submission of documents as per clause no. 7

- b) As and when requirement arises, based on the specific nature of the planned business project, HLL will invite separate financial quotes from eligible empanelled Strategic Partners.
- c) Strategic Partner shall make independent assessment of proposed project and submit their financial quotes.
- d) The evaluation for the project would be done of the basis of offered financial offer to HLL. Among the financial offers received, L1 would be finalised as strategic partner for the respective projects
- e) HLL will have the right to reject proposals if they are found to be unacceptable

5 QUALIFICATION CRITERIA AND OTHER TERMS & CONDITIONS

a.	The participants in the EOI should be Company which could be a Proprietary/ LLP Partnership Co/ Pvt Ltd / Public Ltd by shares. Participation is also extended to Consortium or group companies. All the participating companies either as individual company or Consortium should have a minimum average turnover of Rs.25 Lakhs for last three financial years (2018-19, 2019-20, 2020-21). Formation of consortium with a Company/entity from a foreign country is also acceptable but the lead bidder should be registered in India.
b.	The Net Worth of the party shall be positive in the last 3 financial years. Turnover certificate, Balance sheet and P&L Account duly certified by a Chartered Accountant for the last 3 financial years ((2018-19, 2019-20, 2020-21) shall be submitted along with the EOI as a proof for positive net-worth
c.	Bidders must have experience of supplying, Implementing and operating queue management systems in minimum one reputed Government/ Private hospital during the last 3 financial years
d.	Bidder must have ISO 9001: 2015 certification
e.	The QMS systems shall be interoperable with the HMIS systems already in place in hospitals/institutions and should be able to integrate without any hassles.
f.	Bidder should have system to provide day to day data in that includes number of visitors their demographic details on a centrally controlled location.
g.	The firm who has been de-recognized/debarred/banned/blacklisted by any State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law can't participate in this EOI during the period of de-recognition/debarment/Banned/blacklisted.

General Terms and Conditions

a.	While the Expression of Interest has been prepared in good faith, HLL does not make any commitment or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omission herein, or the accuracy, completeness or reliability of information contained herein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this request, even if any loss or damage is caused by any act or omission on its part.
b.	The process of inviting Eol is for ascertaining various options available to HLL. After evaluation/ examination of the offers, HLL may at its sole discretion decide further course of action.
c.	EOI participants are requested to keep the information and details strictly confidential.
d.	HLL shall not be responsible for any expense incurred by Parties in connection with The preparation and delivery of their Eol and other expenses.
e.	Eligible bidders are requested to submit the Tender processing fee online on or before the due date as mentioned in the EOI. The bidders who failed to submit the tender fee before the submission deadline will be considered as technically non-responsive
f.	HLL reserves the right to engage more than one Strategic Partners for the same state/client. HLL reserves right to add more strategy partners to the panel in future as per their requirement.
g.	HLL reserves the right to reject any or all the Expressions of Interest without Assigning any reason thereof.
h.	HLL reserves the right to deal with the proposal in any manner without assigning any reasons for the same. The decision of HLL in this regard shall be final.
i.	The Bidder to indemnify HLL from any claims/penalties/statutory charges, Liquidated damages, with legal expenses etc as charged by the customer.

6 SUBMISSION OF BIDS

The Interested bidder shall submit their bid online only through the Government e-Procurement portal (URL: <https://etenders.gov.in/eprocure/app>) as per the procedure laid down for e-submission as detailed in the web site. For e-tenders, the interested bidders shall download from the portal. The Bidder shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system generated receipt can be downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online. The tender is invited in two Envelope system from the registered and eligible firms at CPP Portal.

a. Envelope –I (Tender Fee):

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

AccountNo	: 00630330000563
IFSCCode	: HDFC0000063
BankName	: HDFC BANK
Branch Name	: Vazhuthacaud

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

b. 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 Bid (clause-7).

Note:-

1. HLL Lifecare Limited reserves the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information /documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm then HLL shall take the following action:
 - a) The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual/ legal action.
2. On demand of the Tender Inviting Authority, this whole set of certificates and documents shall be sent to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.
3. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the procurement process.

7 DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID:

- Signed copy of EoI Document (**all pages of Bid documents to be signed & stamped**) by the Bidder as token of acceptance of the Terms &Conditions.
- EOI document fee – Payment details
- Bid form as per Annexure-1

- Technical Details of offered QMS systems
- The bidder should be a certified ISO 9001:2015 organization. Documentary proof to be submitted.
- Details regarding experience of supplying, Implementing and operating queue management systems in reputed government/private hospitals or more during the last 3 financial years ((2018-19, 2019-20, 2020-21) Copies of work order/MoU/Agreements/Work completion Certificate has to be submitted.
- Proof of interoperability of the offered QMS with any HMIS systems
- Copy of GST registration certificate
- Copy of certificate of incorporation/partnership deed
- Copy of PAN Card/Exemption certificate from Income Tax Department
- Turnover Certificate for last three financial years from Chartered Accountant
- Networth statement for last three financial years from Chartered Accountant
- Audited balance sheet and Profit and Loss statement for last three years
- Signed Integrity pact Agreement As per Annexure-2
- A brief about Bidder's firm including
 - Background about the Firms, legal status of the company, number of staff, details of developers, support team employed by the firm, turnover and years in business, etc.
 - The Core Competencies/ Core Area of working of the Organizations.
 - Experience in India, and/or other key markets.
 - If required HLL may call for a presentation for assessment of capabilities.
- Declaration stating that firm is not de-recognized/debarred/banned/blacklisted by any State Government / Central Govt. Organization /State Medical Corporations/Director Health Services and or convicted by any court of law non-conviction in any illegal activities

8 GENERALINSTRUCTIONSTO BIDDERS:

8.1 This EOI is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>

8.2 EOI documents can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-EOI shall be uploaded on this website i.e.<https://etenders.gov.in/eprocure/app>.

8.3 The EOI and its corrigendum/extension will also be published in our company website, URL address: <http://www.lifecarehll.com/tender>.

- 8.4 The EOI 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 EOI document.
- 8.5 All bid documents are to be submitted online only and in the designated cover(s)/ envelope(s) on the Government eProcurement website. EOIs/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late EOIs will not be accepted.
- 8.6 The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and shall be rejected.
- 8.7 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.
- 8.8 Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the EOI Enquiry Document.
- 8.9 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.
- 8.10 Registration
- Bidders are required to register in the Government e-procurement portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Homepage after login to the CPP Portal (<URL:https://etenders.gov.in/e procure/app>), by clicking on the link “On line bidder Enrolment” on the CPP Portal which is free of charge.
 - As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
 - 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/e procure/app> for more details.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India(e.g. Sify/ nCode/ eMudhra etc.), with their profile.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this EOI after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this EOI.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on thee-procurement portal.
- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- j) Ineligible bidder or bidders, who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this EOI.

8.11 Searching for EOI Documents

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active EOIs by several parameters. These parameters could include EOI ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for EOIs, where in the bidders may combine a number of search parameters such as Organization
- b) Once the bidders have selected the EOIs they are interested in, they may download the required documents/EOI schedules. These EOIs 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 EOI document.

- c) The bidder should make a note of the unique EOI ID assigned to each EOI, in case they want to obtain any clarification/help from the Helpdesk

8.12 Preparation of Bid

- a) Bidder should take into account any corrigendum published on the EOI document before submitting their bids.
- b) Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.
- c) Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.
- d) If the addendum thus published does involves major changes in the scope of work, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the addendum published.
- e) Please go through the EOI document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- f) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the EOI document/schedule and generally, they can be in PDF/XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- g) 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 (eg .PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- h) 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.

8.13 More information useful for submitting online bids on the CPP Portal may

beobtainedathttps://etenders.gov.in/eprocure/app

- 8.14 EOI participants are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hardcopy of application shall not be entertained.
- 8.15 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 24x7HelpDeskdetailsareasbelow:-
- 8.16 For any technical related queries please call at 24x7 Help Desk Number:0120-4001062,0120-4001002,0120-4001005,0120-6277787 Note:-International Bidders are requested to prefix+91as country code E-Mail Support: For any Issues or Clarifications relating to the published EOIs, bidders are requested to contact the respective EOI Inviting Authority
Technical- support-eproc@nic.in, [Policy](#) Related-cppp-doe@nic.in
- 8.17 Bidders are requested to kindly mention the URL of the portal and EOI ID in the subject while emailing any issue along with the contact details.
- 8.18 Any queries relating to the EOI document and the terms and conditions contained there in should be addressed to the EOI Inviting Authority for a EOI or the relevant contact person indicated in the EOI. Address for communication and place of opening of bids:
Deputy General Manager (HCS)
Healthcare Services Division
HLL Lifecare Limited
HLLBhavan, Poojappura,
Thiruvananthapuram-695012, Kerala, India
[Tel:+914712354949](tel:+914712354949), Email–hcstenders@lifecarehll.com
- 8.19 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 EOI opening date happens to be on a holiday or non-working day due to any other valid reason, the EOI opening process will be done on the next working day at same time and place.
- 8.20 More details can be had from the Office of the Deputy General Manager (HCS)during working hours. The EOI Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

8.21 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.

8.22 Online EOI Process:

The EOI process shall consist of the following stages:

- i. Downloading of EOI document: EOI document will be available for free download on Government e-procurement portal (URL:<https://etenders.gov.in/eprocure/app>).
- ii. Pre-bid meeting: 05.09.2022 at 11.00hrs at the office of Deputy General Manager (HCS), HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram-695012,Kerala,India
- iii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>)and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.
- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this EOI 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 EOI and empanelment: The technical bids will be opened, evaluated and empanelled as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. All the bidders who meet the technical evaluation criteria will be empanelled. After empanelment, as and when requirement arises, HLL will invite RFQ from the empanelled bidders, based on the specific nature of requirement.

8.23 Tender Processing Fees:

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

AccountNo : 00630330000563

IFSCCode : HDFC0000063

BankName : HDFC BANK
BranchName : Vazhuthacaud

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

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

The bidders who failed to submit the tender fee and EMD before the submission deadline will be considered as technically non-responsive.

- 8.24 HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the EOI and bidder shall be bound to perform the same at his quoted rates.
- 8.25 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.
- 8.26 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.
- 8.27 HLL Lifecare Limited Ltd.reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.
- 8.28 HLL Lifecare Limited Ltd reserves the right to amend or withdraw any of the terms and conditions contained in the EOI document including scope of work or reject any or all EOIs without giving any notice or assigning any reasons.
- 8.29 **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 bid online on Government e-procurement portal (URL:<https://etenders.gov.in/eprocure/app>).
- 8.30 Note:-It is necessary to click on "Freeze bid" link/ ic on to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

9 CLARIFICATION OF BIDS

- 9.1 To assist in the examination, evaluation, and comparison of bids, the EOI 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.
- 9.2 No Bidder shall contact the EOI 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 EOI Inviting Authority, he shall do so in writing.

10 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSES

- 10.1 During the bid opening, the EOI Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the note inviting EOI.
- 10.2 A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without any deviation or reservation only will be considered.
- 10.3 Non submission of legible or required documents or evidences may render the bid non-responsive.

11 DEADLINE FOR SUBMISSION OF THE EOI FOR INTERESTED BIDDERS

- 11.1 Bid shall be received only on line on or before the date and time as notified in EOI.
- 11.2 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).
- 11.3 Modification, Resubmission and Withdrawal of EOIs
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 a fresh.
- 11.4. If the bidder fails to submit this modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 11.5. 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.

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

13 Bid Opening Process

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

Envelope - I: Envelope- I Opening date shall be as mentioned in NIT/ EOI Document. (Envelop – I shall contain scanned copy of Tender Fees).

Envelope-II: Opening date shall be as mentioned in NIT/EOI. The intimation regarding acceptance/ rejection of their bids will be intimated to the contractors/firms through e-tendering portal/email.

If any clarification is needed from bidder about the deficiency in his uploaded documents in Envelope-I, he will be asked to provide it. In the event of the specified date of bid opening being declared a holiday for HLL, the bids will be opened at the same time on the next working day.

14 Confidentiality

- 14.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.
- 14.2 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.

15 Clarification of Bids

- 15.1 To assist in the examination, evaluation, and comparison of bids, the tender inviting authority may ask the interested 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.
- 15.2 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 Examination of Bids, and Determination of Responsiveness

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.

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

A material deviation or reservation is one:-

- Which affects in any substantial way the scope, quality, or performance of the Works;
- Which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive EOIs

If an EOI 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 non-conforming material deviation or reservation.

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

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

In case only 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 retender.

17 BID VALIDITY

17.1 Bids shall remain valid for the period of **3 years** from the date of empanelment. A bid valid for a shorter period shall be rejected by HLL as non-responsive.

17.2 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 there to 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.

18 TENDER PROCESSING FEE

18.1 For e-tenders, Interested bidders shall remit the Tender fee using the payment options as mentioned in the e-tender in Government e Procurement portal only.

- 18.2 Any bid not accompanied by the Tender Fee as notified, shall be rejected as non responsive.
- 18.3 Tender Fee remitted will not be refunded.

19 ALTERATIONS AND ADDITIONS

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

20 EMPANELMENT:

- 20.1 Qualified parties will be empanelled for their respective regions from the date of Notification of Award.
- 20.2 The EOI Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all bids at any time prior to the empanelment, without there by incurring any liability to the affected Bidder or Bidders.
- 20.3 Empanelment will be initially valid for a period of 36 months from the date of Notification of Award and the same can be extended after reviewing the performance.
- 20.4 During the tenure of empanelment, as and when requirement arises, based on the specific nature of the project HLL will invite separate financial quotes from eligible empanelled strategic partners.

21 CONFLICT OF INTEREST.

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

22 TERMINATION

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

23 ARBITRATION:

All disputes and differences, whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this EoI or breach thereof shall be settled at Trivandrum, Kerala (India) in accordance with the Indian Arbitration Act-1996. The CMD of HLL or his authorized representative will be the sole Arbitrator in case of dispute. The award in pursuance thereof shall be binding on all parties. The arbitrator shall give reasoned award.

24 INDEMNITY

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

25 HLL'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

- 25.1 HLL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award Contract award, without thereby incurring any liability to the affected bidder or bidders.
- 25.2 HLL 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.
- 25.3 HLL reserves the right to resort to retendering without providing any reasons whatsoever. The purchaser shall not incur any liability on account of such rejection. The purchaser reserves the right to modify any terms, conditions or specifications for submission of offer and to obtain revised bids from the bidders due to such changes, if any.
- 25.4 Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the bidder from its empanelment.
- 25.5 HLL reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the

26 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.

27 TERMINATION

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

28 INTEGRITY PACT

Pre-Contract Integrity Pact and Independent External Monitor

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by 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 Integrity Pact will be ab initio rejected without assigning any reason.

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by 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 Integrity Pact will be ab initio rejected without assigning any reason.

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

Emailid: iemhll@lifecarehll.com

29 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 2) with respect to this order must be submitted.

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

Statutory exemptions as per relevant guidelines shall be applicable for MSE vendors. Preferences for Make in India products / services shall be applicable in line with Government Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for

Promotion of Industry and Internal Trade) inclusive of the latest amendments. Self-declaration to be submitted to claim MAKE IN INDIA preference as per Annexure 3.

31 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 who are only involved the trading of the product under the scope of this tender. 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 in the trading of the product under the scope of this tender.

ANNEXURE-1
BID FORM

Ref:

Date:

To,
DeputyGeneralManager(HCS)
HLLlifecareLimited,
HLLBhavan,Poojappura,Thiruvananthapuram-695012
Kerala,IndiaTel:+04712354949
Website-www.lifecarehll.com

DearSir,

EOI:EMPANELMENT OF STRATEGIC PARTNER FOR QUEUE MANAGEMENT SYSTEMS

EOI No. :

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

We undertake that in case our bid is accepted, we shall Commence work and shall make all reasonable endeavour 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, upto the period mentioned in the EOI document 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 services is firm and shall not be subject to any variation for the entire period of the assignment. We further declare that the above quoted prices include all taxes as on the date of bid submission, duties and levies payable by us under aforesaid assignment.

The costs of withdrawals of these deviations/exclusions are enclosed with the Price Schedule. In case a formal final Contract is not prepared and executed between us, this 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, it's 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 Company Seal...

ANNEXURE-2

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

We,

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

(Include name and address of the bidder)

Hereby declare that we are eligible to bid for the 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

ANNEXURE-4

Category details of organization

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

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

***The UdyogAadhar no of the bidder**

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

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

ANNEXURE-5
INTEGRITYPACT

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

HLLlifecareLimited.Division:
EOINo:

INTEGRITYPACT

ThisPre-ContractIntegrityPact(hereinaftercalledtheIntegrityPact)ismadeon
_____day of themonthof_____

Between

HLL Lifecare Ltd. a Government of India Enterprise with registered office at HLLBhavan, 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 FirstParty.

And

M/s_____with office at.....represented by Shri
_____, Designation..... (hereinafter called the
“Bidder/Seller”/Contractor/Agent which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

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

Preamble

HLL intends to award, underlaid down organizational procedures, Purchase orders/contract/s against Tender/WorkOrder/Purchase OrderNo.
..... 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:-Enable HLL to obtain the desired materials/ stores/equipment/ work/ projectd one at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption non public procurement; and

1. 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 heretohereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of HLL

1.1 HLL undertakes that HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.

1.3 All the officials of HLL will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the

proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/CONTRACTORS

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

2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or for bearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).

2.4 The counter party will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.

2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.

2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.7 The counter party will not make any false or misleading allegations against HLL or its Associates.

2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or

any other intermediary, in connection with this bid/contract.

2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/ integrator/ authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intend to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.

2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code,

1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

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

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

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

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason. If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HLL is entitled to disqualify the BIDDER from the tender process.

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

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

4.2 HLL will enter into agreements with identical conditions as this one with all

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

Clause 5. Consequences of Violation/Breach

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

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.

iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.

vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.

vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from

viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.

ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.

xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HLL will be entitled to all or any of the actions mentioned in para 5. (i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

Clause.6.Fall Clause

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

Clause.7.Independent External Monitor(s)

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

Shri Ashok Kumar Mangotra IAS (Retd.)
Ex-Secretary to Government of India
Office: HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram 695012, Kerala
Email: iemhll@lifecarehll.com

7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

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

7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 HLL will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.

7.8 The IEM(s) will submit a written report to the CEO/CMD of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should

consent arise, submit proposals for correcting problematic situations.

ANNEXURE 6

Bill of Material

The following is an indicative Bill of Material provided to give an idea on the kind of hardware required to implement the solution. The actual requirement of items and quantities will be decided after system study and understanding the layout of the institute by the bidder.

Item No	Description of Item	Qty	Unit	Requirement Decisions
1.	Supply, installation, testing and commissioning of Main QMS Back-end Server Software - Administrator Module - QMS Web Reporting Module - QMS Web Dashboards - QMS Web Analysis - QMS DB Server Module - SMS Module - System integration module - Web Appointment Module - Feedback system module - as per specifications including One Year's Defect Liability Period (DLP).	1	Set	
2.	Supply, installation, testing and commissioning of Browser based calling terminal 01 x user license for registration/reception counter & Doctor Room as per the requirements.	xx	Nos	
3.	Supply, installation, testing and commissioning of Thermal Token Printer with touch screen 10-15" with Pedestal /Wall mount stand QR Code print complete as per specifications / requirements.	xx	Nos	
4.	Supply, installation of blade Server PC (QMS Application, Database) Processor: Quad Core Xeon Processor Hard Drive: 2 x 1TB SATA II, RAID1, DDR4- 32 GB, with Windows 2019 Server, complete as per specifications / requirements.	2	Nos	
5.	Supply installation, testing and commissioning of SQL Server 2019 Standard edition license (Optional)	1	Nos	

6.	Self-Appointment Kiosk as below Supply, installation of Full Size Self Appointment Kiosk - 01 x user license 17" Touch screen LCD panel - Bar Code Reader - Pedestal Stand - thermal Ticket Printer - patient feedback option Inbuilt processor complete as per specifications / requirements.	xx	Nos	
7.	Supply, installation, testing and commissioning of 55" Android LED TV (Commercial)-VGA/HDMI Port, LAN Port, Wifi - Wall Mounting Bracket complete as per specifications / requirements. Make: LG, Panasonic	xx	Nos	
8.	Supply, installation, testing and commissioning of 32" Android LED TV (Commercial) - VGA/HDMI Port, LAN Port, Wi-Fi - Wall Mounting / Fall Ceiling Bracket complete as per specifications Make: LG, Panasonic	xx	Nos	
9.	Supply, installation, testing and commissioning of WiFi based Hardware keypad terminal complete as per specifications as per the requirements (Optional)	xx	Nos	
10.	Supply of Thermal Ticket rolls width 60mm, 2000 tickets without refill and 120-meter roll length as per specification as per the requirement & complete in all respect and as directed to the satisfaction of engineer.	100	Nos	
11.	Supply, installation, testing and commissioning of Digital Signage module for playing media content as per specifications / requirements (Optional)	xx	Nos	
12.	Supply, installation, testing and commissioning of Voice based patient notification system as per specifications and integration with the existing PA system of the campus (Optional)	xx	Nos	
13.	Provision of Training to System Administrators & End Users (5 Days Onsite / Online)	1	Nos	

14.	Onsite Manpower Support	xx	Nos	
	Annual Maintenance Contract			
15.	Maintenance and Support - 5 years after 1 year DLP	5	Year	

Note: Server Room, LAN / Internet Facility & UPS Power shall be arranged by the Institute.