

# EXPRESSION OF INTEREST DOCUMENT FOR

## EMPANELMENT OF STRATEGIC PARTNERS FOR MEDICAL IMAGING SERVICES

**EoI No: HLL/ HCS/EOI/2023-24/01 Dated 09.05.2023**



### **HLL LIFECARELIMITED**

(A Govt. Of India Enterprise)

CIN : U25193KL1966GOI002621

**HLL Bhavan, Poojappura,**

**Thiruvananthapuram -695012, Kerala, India**

**Tel: 0471 2354949, email: [hcstenders@lifecarehll.com](mailto:hcstenders@lifecarehll.com)**

**[www.lifecarehll.com](http://www.lifecarehll.com)**

**Notice Inviting Expression Of Interest (Eoi) For Empanelment Of Strategic Business Partners For Medical Imaging Services of HLL Lifecare Limited**

HLL Life care Limited, a Government of India Enterprise, invites Expression of Interest (EOI) from reputed firms to get empaneled as Strategic Business Partners (SBP's) for business development and implementation of upcoming projects in medical Imaging services at various locations across India.

<b>EOI NO</b>	:	HLL/ HCS/EOI/2023-24/01 Dated 09.05.2023
<b>EOI PUBLISHING DATE</b>	:	09.05.2023
<b>Date&amp; Place of Pre-bid meeting</b>	:	16.05.2023 11.00 HRS HLL BHAVAN, Poojappura , Thiruvananthapuram Google meet link- <a href="https://meet.google.com/quh-bhmu-ecj">https://meet.google.com/quh-bhmu-ecj</a>
<b>EOI DOCUMENT FEE</b>	:	Rs. 5900 including GST
<b>Bid security/EMD Amount</b>	:	Rs. 10,00,000
<b>LAST DATE AND TIME FOR RECEIPT OF EOI</b>	:	31.05.2023, 14.00 HRS
<b>TIME AND DATE OF OPENING OF THE EOI</b>	:	01.06.2023, 14.00 HRS
<b>PLACE OF OPENING OF BID</b>	:	HLL LIFECARE LIMITED HLL BHAVAN,POOJAPPURA, TRIVANDRUM, KERALA- 695012 PHONE NO – 0471 2354949
<b>ADDRESS FOR COMMUNICATION</b>	:	DGM (HCS) HEALTHCARE SERVICES DIVISION HLL LIFECARE LIMITED, HLL BHAVAN, POOJAPPURA TRIVANDRUM, KERALA- 695012 PHONE NO – 0471 2354949
<b>EMAIL ID</b>	:	<a href="mailto:hcstenders@lifecarehll.com">hcstenders@lifecarehll.com</a>

**DGM (HCS)  
HEALTHCARE SERVICES DIVISION**

## **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, called 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. HLL has invited and Expression of Interest (EOI no: HLL/CHO/HCS/MI/20222-23/02 Dated: 16.06.2022) for empanelment of a Strategic Business Partners in the sector of Health Care and Diagnostic services for their future medical Imaging projects. Through this process HLL has empaneled three strategic business partners for medical imaging projects. Now HLL intends to expand the current panel for attracting more competition.

## **3. SCOPE OF EOI:**

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 (South/North/East and West regions) for the business segments detailed below

<b>Sl.No</b>	<b>Business Segment</b>	<b>Facilities offered</b>
1	Medical Imaging Services	<ul style="list-style-type: none"> <li>a. PET Scan</li> <li>b. MRI Scan</li> <li>c. CT Scan</li> <li>d. PET-CT</li> <li>e. Gamma Camera /SPECT</li> <li>f. Digital X Ray /DR/CR</li> <li>g. USG Scan</li> <li>h. DEXA/BMD</li> <li>i. DSA</li> <li>j. Mammography</li> <li>k. Echocardiography</li> </ul>

		l. Medical Cyclotron unit m. Mobile Medical Imaging Units n. Others
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\*\*\*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.

### 3.1 Scope of Strategic Business Partner

- Incur all capital expenses of new Projects including the turnkey work of the project, Installation of the machines as per the specifications given by HLL, installation of accessories essential for the Medical imaging Operations, Up-time management of the machines etc as per the requirement of HLL as and when the projects are assigned.
- 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.
- Business development in public and private sectors.

### 3.2 Scope of HLL

- The complete Strategic Design, Planning and execution of the project
- Identify the most suitable technical specification of the Medical Imaging Equipment and accessories
- Deployment 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 SOP's
- Business development in public and private sectors.
- Routine Reports and Coordination with all stakeholders.

### 3.4 Revenue share Model

- a) Revenue generated from the project will be shared between HLL and Strategic Partner.
- b) Book of accounts and all the documents relating to the project will be maintained by HLL in a transparent manner. Necessary information and reports will be shared with strategic partner on regular basis.

- c) All the operational and other recurring expenses will be on account of the Strategic partner. The Strategic partner will advance adequate amount with HLL to meet such expenses, which will be adjusted against revenue share.
- d) HLL reserves right to retain a **minimum of 8% of revenue share** and for upward revision in the minimum revenue share in case of higher revenues.
- e) Post empanelment, through competitive bidding among the empanelled firms, Strategic partner shall be finalised for individual projects based on the highest revenue share they are willing to share with HLL, over and above the minimum revenue share.
- f) The Revenue shares of the each of the individual projects would be formulated on the basis of the duration of the Project.
- i. **Projects with shorter duration (less than 3 years)** - Bidders will quote the revenue share for HLL over and above the minimum revenue share and H1 bidder will be finalised as the strategic partner for the respective project
- ii. **Projects with longer duration (more than 3 years)** - Project span would be divided into three terms based on its duration. It is envisaged that a new project might have a minimum gestation period to achieve a minimum business volume. Here the initial term is set as 0-1 years. The next slot is 1-3 years where it is considered that the project would have achieved a critical mass and thereby increased the revenues. The next category is above 3 years where the revenues from the existing business would be very high. HLL reserves right to retain a minimum revenue share. Over and above this, the Strategic business partner would be free to quote the revenue shares to HLL separately for all the three periods of project. The financial quote format would be as given below:

<b>Project Timeline</b>	<b>Weightage (a)</b>	<b>Revenue Share (in Percentage) to HLL in addition to Minimum revenue share (b)</b>	<b>Score (a x b)</b>
<b>0 ≥ 1 Yrs</b>	<b>25</b>		
<b>1 ≥ 3 years</b>	<b>35</b>		
<b>&gt; 3 Yrs</b>	<b>40</b>		
<b>Total Score</b>			

Bidders will be evaluated based on the total score and H1 bidder will be finalised as the Strategic Partner for the respective project. 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.

- g) Strategic partner will be entitled for the revenue after revenue share to HLL and expenses.

#### **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 primarily the acceptance of the Revenue share terms as detailed in clause no. 3.4 and 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. Empanelled strategic partners will have the option to bid for the projects in lower categories.
- d) Financial quote of the strategic partners shall specify the revenue share percentage acceptable to share with HLL for this particular proposal. Financial quotes will be evaluated based on the revenue share percentage to HLL over and above the minimum value mentioned in clause no. 3.4.
- e) The evaluation for the project would be done of the basis of offered revenue share percentage to HLL. The H1 would be finalised on the basis on the formula as is illustrated earlier.
- f) HLL will have the right to reject proposals if they are found to be unacceptable

#### **5. QUALIFICATION CRITERIA AND OTHER TERMS & CONDITIONS**

<b>a.</b>	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 Cr during previous three financial years. (FY 2020-21, 2021-22, 2022-23) Formation of consortium with a Company/entity from a foreign country is also acceptable but the lead bidder should be registered in India.
<b>b.</b>	The participants in the EOI should be a healthcare firm with three years proven track record. They should have delivered minimum projects worth Rs. 25 Crores in central or state government or PSU sector during the previous three years

<b>c.</b>	The Net Worth of the party shall be positive in the last 3 financial years. Turn over certificate , Balance sheet and P&L Account duly certified by a Chartered Accountant for the last 3 financial year shall be submitted along with the EOI as a proof for positive net-worth
<b>d.</b>	Bidders must have experience of operating the Medical Imaging Facilities like Digital X-ray, USG, CT & MRI as per AERB and PNDT guidelines. Bidder must have experience of conducting and reporting a minimum of 20000 scans (Either MRI Scans or CT Scans or both together) cumulatively during past Three financial years.
<b>e.</b>	Bidder must have minimum of two Radiologist with the firm to supervise the procedures and to give reports on timely manner
<b>f.</b>	Bidder should have system to archive their images in RISPACS
<b>g.</b>	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.
<b>h.</b>	The firm/directors shall not have any criminal record or should not have been convicted by any court of law in India or abroad. Parties shall give a declaration to this effect.
<b>i.</b>	The firm or the owner should declare all the previous legal disputes' whether official or personal.

### **General Terms and Conditions**

<b>a.</b>	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, statue, 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>b.</b>	The process of inviting EOI 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.
<b>c.</b>	EOI participants are requested to keep the information and details strictly confidential.
<b>d.</b>	HLL shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their Eoi and other expenses.



<b>e.</b>	Eligible bidders are requested to submit the Tender processing fee and EMD online on or before the due date as mentioned in the EOI. The bidders who failed to submit the tender fee and EMD before the submission deadline will be considered as technically non responsive
<b>f.</b>	HLL reserves the right to engage more than one Strategic Partners for the same state/client
<b>g.</b>	HLL reserves the right to reject any or all the Expressions of Interest without assigning any reason thereof.
<b>h.</b>	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.
<b>i.</b>	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 eProcurement portal (URL: <https://etenders.gov.in/eprocure/app>) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the Interested 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 2 Envelope system from the registered and eligible firms at CPP Portal.

a) Envelope - I (Tender Fee and EMD):

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

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

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

NOTE

**If required HLL may ask bidders for conversion of EMD to Performance Security/Security Deposit post empanelment.**

b) Envelope -II(Technical bid):

Technical Bid should contain dully 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 send to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.
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 e-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 & EMD Payment details
- Bid form as per Annexure-1
- Declaration regarding the acceptance of the revenue share terms as mentioned in this EOI document
- Annexure-5, Proof of past performance – details of healthcare projects done during previous three years in central or state sector certified by chartered accountant with copies of work order/ MoU/Agreements
- Certificate from chartered accountant showing the number of scans (MRI/CT/Both

together) conducted and reported by the bidder for past three financial years.

- Details regarding experience of operating high end medical imaging facilities.
- Details of RIS PACS software of the bidder
- 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 (FY 2020-21, 2021-22, 2022-23, provisional statements are acceptable in case of audit is not completed for FY 2022-23)
- Audited balance sheet and Profit and Loss statement for last three years
- Networth statement for previous three years from Chartered Accountant
- Power of attorney for signatory of EOI in Rs.200 stamp paper duly notarized
- ANNEXURE-2 - SELF DECLARATION – COMPLIANCE TO RULE 144 (XI) OF GFR 2017
- ANNEXURE-3 - SELF DECLARATION – MAKE IN INDIA PREFERENCE
- Signed Integrity pact Agreement As per Annexure-4
- A brief about Bidder's firm including
  - Background about the Firms, legal status of the company, number of staff, details of Radiologists 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 regarding previous legal disputes
- 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. GENERAL INSTRUCTIONS TO 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/eprocure/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
- a) Bidders are required to register in the Government e-procurement portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home page after log in to the CPP Portal (URL:

- <https://etenders.gov.in/eprocure/app>), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
  - c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
  - d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days’ time. The bidders are required to have Class II or above digital certificate or above with both signing and encryption from the 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 / 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 the e-procurement portal.
  - i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
  - j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this EOI.

- 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, wherein 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 (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- 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 be obtained at <https://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. Hard copy 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 24x7 Help Desk details are as below: -

8.16 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 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 therein 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**  
**HLL Bhavan, Poojappura, Thiruvananthapuram - 695012,**  
**Kerala, India**  
**Tel: +91 4712354949 , 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:
- Downloading of EOI document: EOI document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
  - Pre-bid meeting: 16.05.2023 at 11.00 hrs at the office of Deputy General Manager (HCS), HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India. Interested Parties will have the



option to participate through video conferencing ( refer the link given at notice inviting EOI)

- 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 and Bid Security (EMD):

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

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

Document of the above transactions (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 / icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

## **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 online 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 afresh.
- 11.4. 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.
- 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.

## **12. BID OPENING AND EVALUATION**

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. (Envelope – I shall contain scanned copy of Tender Fees and EMD).

**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.

If any clarification is needed from bidder about the deficiency in his uploaded documents in Envelope- I, he will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/documents within time specified by HLL Lifecare Limited, failing which tender will be liable for rejection. In extraordinary circumstances the bidders may be requested to submit the deficient documents intimated through the e-tendering portal additionally by e-mail (As mentioned in the NIT)

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 a 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 nonconforming 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 on to 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 **5 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 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.

**18. DELETED**

**19. BID SECURITY (EMD)**

- 19.1 The Interested Bidder shall furnish, as part of his Bid, a Bid Security for an amount as detailed in the Notice Inviting Tender (NIT)/EOI. For e-tenders, Interested bidders shall remit the Bid Security using the payment options given in e-tender under Government e-Procurement system only.
- 19.2 Each bid must be accompanied by EMD. Any Bid not accompanied by an acceptable Bid Security (EMD) shall be rejected as non-responsive.
- 19.3 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.
- 19.4 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.
- 19.5 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 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.
- 19.6 In such cases the work shall be rearranged at the risk and cost of the selected bidder
- 19.7 The Bid Security deposited will not carry any interest.

## **20. TENDERPROCESSING FEE**

- 20.1 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, Interested bidders shall remit the Tender fee using the payment options as mentioned in the e-tender in Government eProcurement portal only.
- 20.2 Any bid not accompanied by the Tender Fee as notified, shall be rejected as nonresponsive.
- 20.3 Tender Fee remitted will not be refunded.

## **21. ALTERATIONS AND ADDITIONS**

- 21.1 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 initialled by the person or persons signing the bid.
- 21.2 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.

## **22. EMPANELMENT :**

- 22.1 Qualified parties will be empanelled for their respective regions from the date of Notification of Award.
- 22.2 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 thereby incurring any liability to the affected Bidder or Bidders.
- 22.3 Empanelment will be initially valid for a period of 60 months from the date of Notification of Award and the same can be extended after reviewing the performance.
- 22.4 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.

## **23. 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.

**24. 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.

**25. COURT JURISDICTION:**

In the event of any dispute arising out of this agreement, the parties agree that the courts of Thiruvananthapuram, Kerala alone will have exclusive jurisdiction.

**26. 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.

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

- 27.1 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.
- 27.2 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.



- 27.3 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.
- 27.4 Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the bidder from its empanelment.
- 27.5 HLL reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the purchaser's action.

## **28. 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.

## **29. TERMINATION**

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

## **30. 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.

Email id: [iemhll@lifecarehll.com](mailto:iemhll@lifecarehll.com)

## **31. 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.

**32. 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.

**ANNEXURE-1**  
**EOI FORM**

Ref:

Date:

To,

Deputy General Manager (HCS)

HLL Lifecare Limited,

HLL Bhavan, Poojappura,

Thiruvananthapuram -695012 Kerala, India

Tel: +0471 2354949

Website – [www.lifecarehll.com](http://www.lifecarehll.com)

Dear Sir,

**EOI: EMPANELMENT OF STRATEGIC PARTNER FOR MEDICAL IMAGING SERVICES**

**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, up to 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, 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-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:

ANNEXURE-3

**SELF DECLARATION – MAKE IN INDIA PREFERENCE**

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

----- We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up to 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

### INTEGRITY PACT

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.

HLL Lifecare Limited.

Division :

EOI No:

### INTEGRITY PACT

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

#### Between

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

#### And

M/s \_\_\_\_\_ with office 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, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. .... HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

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

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

#### **Clause.1. Commitments of HLL**

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

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

1.3 All the officials of HLL will report to 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 forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

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

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

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

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

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

2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign

to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

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

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

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

2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained

or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

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 Bidders and Contractors.

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

### **Clause.5. Consequences of Violation / Breach**

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

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

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

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

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

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

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

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

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

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

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

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

5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

#### **Clause.6. Fall Clause**

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

#### **Clause .7. Independent External Monitor(s)**

7.1 HLL has appointed 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 695 012,

Kerala

**Email: [iemhll@lifecarehll.com](mailto: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.

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

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

**Clause.9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, HLL or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information

and documents in English and shall extend all possible help for the purpose of such examination.

**Clause.10. Law and Place of Jurisdiction**

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

**Clause.11. Other legal Actions**

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

**Clause.12. Validity and Duration of the Agreement**

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

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

**Clause. 13. Other provisions**

13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

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

**HLL Lifecare Ltd.**

**Bidder**

Witness

Witness

1.....

1.....

2.....

2.....



## Annexure 5 - Performance statement from chartered accountant

This is to certify that M/s ..... has successfully executed the following assignments

Financial year	List of Healthcare projects of similar nature executed	Contract Number and Date	Contract price of assignment	Contract start date	Revenue/ Turn over generated from this contract during Financial Year	Client details with phone No. where assignment done.
2020-21	1. 2. 3.					
2021-22	1. 2. 3.					
2022-23	1. 2. 3.					

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)*

