

REQUEST FOR QUOTE

Document for

IDENTIFICATION OF STRATEGIC PARTNER FROM
EMPANELLED FIRMS FOR IMPLEMENTING HEALTH
SCREENING PROGRAM OF REGISTERED
CONSTRUCTION WORKERS UNDER HARYANA
BUILDING AND OTHER CONSTRUCTION WORKERS
WELFARE BOARD

RFQ No: HLL/HCS/RFQ/ML/2022-23/04 Dated 24-03-2023



HLL LIFECARE LIMITED

(A Govt. Of India Enterprise)

CIN : U25193KL1966G01002621

HLL Bhavan, Poojappura,

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REQUEST FOR QUOTE (RFQ) FOR IMPLEMENTING HEALTH SCREENING PROGRAM OF REGISTERED CONSTRUCTION WORKERS UNDER HARYANA BUILDING AND OTHER CONSTRUCTION WORKERS WELFARE BOARD

HLL Life care Limited, a Government of India Enterprise, invites financial quotes from empanelled firms (category A) for Medical laboratory Services to for implementing health screening program of registered construction workers under Haryana building and other construction workers welfare board

RFQ No	:	HLL/HCS/RFQ/ML/2022-23/04 Dated 24.03.2023
RFQ PUBLISHING DATE	:	24.03.2023
LAST DATE AND TIME FOR RECEIPT OF RFQ	:	10.04.2023, 14.00 HRS
TIME AND DATE OF OPENING OF THE RFQ	:	11.04.2023, 14.00 HRS
EMD	:	Rs. 5 Lakhs
PLACE OF OPENING OF RFQ	:	HLL LIFECARE LIMITED HLL BHAVAN,POOJAPPURA, TRIVANDRUM, KERALA- 695012 PHONE NO – 0471 2354949
ADDRESS FOR COMMUNICATION	:	DGM (HCS) HEALTHCARE SERVICES DIVISION HLL LIFECARE LIMITED, HLL BHAVAN, POOJAPPURA TRIVANDRUM, KERALA- 695012 PHONE NO – 0471 2354949
EMAIL ID	:	hcstenders@lifecarehll.com

**DGM (HCS)
HEALTHCARE SERVICES DIVISION**

SECTION-1 INSTRUCTIONS TO BIDDERS (ITB)

1. COMPANY BACKGROUND

HLL Lifecare Limited is a Government of India “Mini Ratna” Public Sector Enterprise, under the Ministry of Health and Family Welfare, Government of India. (Hereinafter known as “HLL”). 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.

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 intended to explore the possibility to have Strategic Business Partners for their upcoming medical laboratory business projects. Accordingly HLL had invited an Expression of Interest (EOI number: HLL/CHO/HCS/ML/2022-23/01 Dated 03-06-2022) for empanelment of Strategic Business partners for Medical laboratory Business of HCS Division of HLL Lifecare Limited. This EOI was

floated in eprocurement portal of Government of India and after scrutiny the firms who met the EOI qualification criteria were empanelled.

All the empanelled firms have submitted declaration and agreed for minimum revenue share of 8% for HLL. As per the above said EOI terms, 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.

3. SCOPE OF RFQ:

HLL have signed an agreement with Haryana Building and Other Construction Workers Welfare Board (Hereinafter known as “HBOCWWB”) to implement health screening of all registered construction workers under HBOCWWB at following districts.

Sr. No	Districts	No. of Workers
1	Gurugram	14698
2	Mahendergarh	17834
3	Jind	59717
4	Kaithal	65009
5	Fatehabad	22058
6	Sirsa	27737
7	Rewari	18700
Total		225753

For each registered worker one beneficiary will also be covered in the health screening.

Through this RFQ, HLL intends to identify a strategic partner/Service provider for end to end implementation of said program from its panel of strategic business partners for medical laboratory business. The project period for health screening for registered construction workers is for a period of three(3) years from signing of this agreement and shall be extended on yearly basis, after a review of first year of the project, on mutual terms of agreement.

Detailed Scope of work is given at Annexure-1

3.1 Scope of Strategic Business Partner

- To provide all services with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry that specified by the HLL in the Scope of Work of this RFQ.

- To employ appropriate advanced technology and best practices and safe and effective equipment, machinery, material, and methods. The Service Provider shall always act, in respect of any matter relating to this assignment, as faithful advisors to the HLL and shall, at all times, support and safeguard the HLL's legitimate interests in any dealings with third parties.
- Ensuring uninterrupted operations during period of engagement
- Incur necessary capital expenses including the turnkey work of the facilities, providing necessary infrastructure and accessories essential for the performance of the scope of work, Up-time management of the machines etc as per the requirement of HLL.
- Any other related work assigned by HLL for smooth execution of project.
- Meet all the operational and recurring expenses during the day to day execution of the project
- Facilitation of all payment and other documentation from HBOCWVB
- Meet all statutory and regulatory guidance and requirements
- Maintain the quality standards and the strict adherence to the SOP/protocols
- Daily, Weekly, monthly Reports and Coordination with all stakeholders.
- To maintain highest quality standards for the service delivery to beneficiaries at all times.
- Business development in public and private sectors.

3.2 Scope of HLL

- The complete Strategic Design, Planning and execution of the project
- Project operation and management
- Formulation of SOP and operational protocols
- Formulation of quality standards and QA protocols
- Facilitation of smooth and uninterrupted operations in coordination with strategic partner.
- Coordination with HBOCWVB for execution of project
- Periodic Reviews to ensure compliance with obligations and timelines
- Obtain the regulatory compliances for HLL

3.3 Revenue Sharing Model

- a) HLL intends to execute this project on a revenue sharing basis.
- b) Service provider has to provide services as detailed in Scope of work.
- c) As per the agreement with HBOCWVB, HLL has to submit weekly invoices along with list of workers duly authenticated with Aadhaar Biometrics for release of payments. The HBOCWVB shall release the payments within 15 days from the date of receipt of duly certified invoices from State level nodal officer. The Payment Certificate format shall be as per the approval of the HBOCWVB.

- d) Service provider must facilitate the weekly invoice submission by HLL, through providing necessary documentations and payment certifications.
- e) HLL will retain the revenue share as agreed by Strategic partner through their financial bid. Remaining amount, after deducting all expenses incurred by HLL, will be released to strategy partner.
- f) Any expense incurred to HLL on account of operations or other with respect to this project is to be reimbursed to HLL.
- g) Since the anticipated annual revenue from this project is above 100 crores, category A strategy partners are only eligible for participating in this RFQ.
- h) Strategic Partner shall make independent assessment of proposed project and submit their financial quotes. 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 of 8%. Financial Quote has to be submitted as per the format provided in CPP portal.
- i) The evaluation for the project would be done of the basis of offered revenue share percentage to HLL. The bidder who offers highest revenue share (H1 bidder) would be finalised as Strategic partner for this project.

Total revenue share to HLL will be Minimum revenue share of 8% + additional revenue share offered in the price bid (b)%, i.e, (8+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.

- j) HLL will have the right to reject proposals if they are found to be unacceptable.

3.4 General Terms and Conditions

1.	Through submission of financial bid, participant confirms their acceptance to all terms and conditions of RFQ and scope of work.
2.	While this RFQ 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.
3.	The process of inviting RFQ 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.
4.	Through submission of financial bid, participants must ensure and confirms to HLL that they have complied with applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an adverse Effect on its ability to perform its obligations under the scope of work of this RFQ
5.	RFQ participants are requested to keep the information and details strictly confidential.
6.	HLL shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their RFQ and other expenses.
7.	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.
8.	The Bidder to indemnify HLL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.

4. 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 1 Envelope system from the registered and eligible firms at CPP Portal.

Envelope –I (Financial bid):

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

Through submission of financial Bid, it is considered that participant agrees to all terms and conditions of this RFQ.

Note:-

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.

5. GENERAL INSTRUCTIONS TO BIDDERS:

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

5.2 RFQ 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-RFQ shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.

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

5.4 The RFQ 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 RFQ document.

5.5 All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. RFQs/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late RFQs will not be accepted.

5.6 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.

5.7 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.

5.8 Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the RFQ Enquiry Document.

5.9 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.

5.10 Registration

5.10.1 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.

5.10.2 As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.

5.10.3 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.

5.10.4 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.

5.10.5 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.

5.10.6 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.

5.10.7 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 RFQ 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 RFQ.

- 5.10.8 Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- 5.10.9 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.
- 5.10.10 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 RFQ.

5.11 Searching for RFQ Documents

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active RFQs by several parameters. These parameters could include RFQ ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for RFQs, wherein the bidders may combine a number of search parameters such as Organization
- b) Once the bidders have selected the RFQs they are interested in, they may download the required documents/RFQ schedules. These RFQs 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 RFQ document.
- c) The bidder should make a note of the unique RFQ ID assigned to each RFQ, in case they want to obtain any clarification/help from the Helpdesk

5.12 Preparation of Bid

- a) Bidder should take into account any corrigendum published on the RFQ 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 RFQ 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.

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

5.14 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: -

5.15 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 RFQs, bidders are requested to contact the respective RFQ Inviting Authority

Technical - support-eproc@nic.in, Policy Related - cppp-doe@nic.in

5.16 Bidders are requested to kindly mention the URL of the portal and RFQ ID in the subject while emailing any issue along with the contact details.

5.17 Any queries relating to the RFQ document and the terms and conditions contained therein should be addressed to the RFQ Inviting Authority for a RFQ or the relevant contact person indicated in the RFQ. 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

- 5.18 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 RFQ opening date happens to be on a holiday or non-working day due to any other valid reason, the RFQ opening process will be done on the next working day at same time and place.
- 5.19 More details can be had from the Office of the Deputy General Manager (HCS) during working hours. The RFQ 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.
- 5.20 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.
- 5.21 Online RFQ Process:
The RFQ process shall consist of the following stages:
- i. Downloading of RFQ document: RFQ document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
 - ii. 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.
 - iii. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this RFQ document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
 - iv. Opening of RFQ and Award of contract: The financial bids will be opened, evaluated and finalized as per the criteria detailed in this RFQ document.
- 5.22 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.

- 5.23 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.
- 5.24 HLL Lifecare Limited Ltd reserves the right to amend or withdraw any of the terms and conditions contained in the RFQ document including scope of work or reject any or all RFQs without giving any notice or assigning any reasons.
- 5.25 **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>).
- 5.26 **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.

6. DEADLINE FOR SUBMISSION OF THE RFQ FOR INTERESTED BIDDERS

6.1 Bid shall be received only online on or before the date and time as notified in RFQ.

6.2 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).

6.3 **Modification, Resubmission and Withdrawal of RFQs**

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.

6.4 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.

6.5 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.

7. BID OPENING AND EVALUATION

RFQs of Interested bidders shall be opened on the specified date & time, by the RFQ inviting authority or his authorized representative in the presence of bidders or their designated

representatives who choose to attend.

8. 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.

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.

9. CONFIDENTIALITY

9.1 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.

9.2 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.

10. BID VALIDITY

10.1 Bids shall remain valid for a period of engagement or additional extended time period as decided by HLL from the date of notification of Award. A bid valid for a shorter period shall be rejected by HLL as non-responsive.

10.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by 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.

11. BID SECURITY (EMD)

11.1 Rs.5,00,000 from the EMD amount submitted by bidder during empanelment process will be considered as EMD for this RFQ.

11.2 Bidders have to submit EMD of Rs. 5 lacs, in case EMD submitted for empanelment is not available with HLL on behalf of the bidder. In that case EMD 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

11.3 The Bid Security (EMD) of the successful Bidder will be discharged when the Bidder has furnished the required Security Deposit and acceptance of LOI/Work order.

11.4 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.
- to furnish the Performance Security within the specified time period

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

11.6 The Bid Security deposited will not carry any interest.

12. ALTERATIONS AND ADDITIONS

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

12.2 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.

13. NOTIFICATION OF AWARD :

- 13.1 Successful participant after evaluation of financial bid will be notified through a Notification of Award issued by HLL
- 13.2 Selected participant has to submit performance security as specified in this RFQ
- 13.3 After receipt of performance security an agreement will be entered with the successful participant.

14. Project Implementation Plan (PIP)

- 14.1. As per agreement with HBOCWBB, HLL has to submit a detailed Project implementation plan including the manpower required, lab Infrastructure and timelines for completing the first annual exercise of all registered construction workers. This will be facilitated and prepared by Service provider within 20 days of issuance of Notification of Award
- 14.2. The Service Provider must establish or collaborate/empanel diagnostic laboratories in strategic places in Haryana for the assigned areas and declare about these locations in the PIP.
- 14.3. The blood sample collected shall be tested and reported from established labs by service provider only.
- 14.4. Additional labs/collection centers has to be established by Service provider based on the requirements and volume of the beneficiaries at any project locations as required by HLL.
- 14.5. Necessary concurrence from HLL has to be obtained for all equipment, consumables and other accessories to be used for this project before deployment.

15. SLA (Service Level Agreement) & Penalties

- 15.1. The Service Provider shall provide services as defined in the scope of work of this RFQ to ensure adherence to project terms and error free availability of the services on the basis of Project Implementation Plan (PIP) as mentioned in clause no. 14. The Service level agreement would be valid for the complete period of engagement. This SLA may be reviewed and revised by the HLL.

Sr.	Services	Parameter	Penalty
1	Adherence to project timelines as per approved PIP.	Delay of 7 days in commencing the Health Screening Camp from the date of agreed PIP.	Rs. 10,000 per additional day of delay

Sr.	Services	Parameter	Penalty
2	Adherence to project timelines	Non-availability of the Test Reports in Online System beyond 7 working days after sample collection	Rs. 100 per additional day of delay per worker
3	Adherence to project timelines	Online System Shutdown excluding scheduled downtime of more than 4 hours	Rs. 1,000 per additional day of delay per incident

15.2. The Penalty shall be calculated and deducted from the immediate payment due.

15.3. All above mentioned penalties are exclusive to each other

15.4. The maximum penalty at any point of time and for any period should not exceed 5% of project cost as per the Total Commercial cost submitted by the Service Provider and agreed as part of this agreement. If the penalty exceeds this amount, the Board reserves the right to terminate the contract.

16. DURATION OF ENGAGEMENT

The project period for health screening for registered construction workers is for a period of three(3) years (as per the agreement terms between HLL and HBOCWVB) and shall be extended on yearly basis, after a review of first year of the project, on mutual terms of agreement.

The HLL reserves the right to increase or decrease the project as deemed necessary as per the same terms and conditions of this agreement.

17. CONFLICT OF INTEREST.

The selected Strategic Partner 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.

18. PERFORMANCE SECURITY

16.1 The selected strategy partner has to submit an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 1,00,00,00/- (Rupees Ten lacs only) in the form provided by HLL. Until such time the Performance Security is provided by the strategy

partner and the same comes into effect, the Bid Security shall remain in force and effect, and upon provision of the Performance Security, the HLL shall release the Bid Security (EMD) to the Strategy partner. No interest shall be payable by the HLL against the Performance Security.

16.2 Appropriation of Performance Security

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

16.3 Release of Performance Security

The Performance Security shall remain in force and effect for the entire period of the Agreement, shall be released after 90 (ninety) days of Transfer Date in accordance with the Agreement with Strategy Partner.

19. 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.

20. 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.

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

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

22. GOVERNING LANGUAGE

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

23. TERMINATION

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

24. PAYMENT TERMS

- 24.1. As per the agreement with HBOCWBB, HLL has to submit weekly invoices along with list of workers duly authenticated with Aadhaar Biometrics which will be facilitated by the Service provider.
- 24.2. The invoices and list of beneficiaries and their health screening reports shall be made

- available in their on-line verification portal to the HLL /HBOCWWB.
- 24.3. The service provider has to facilitate certification of HLL's invoices from State level nodal officer.
 - 24.4. The invoices are to be prepared as per actual basis, on the number of workers undergone the medical examination by the Service Provider.
 - 24.5. HLL will retain the revenue share as agreed by Strategic partner through their financial bid. Remaining amount, after deducting all expenses incurred by HLL, will be released to Service provider. HLL will release payments to Service provider after 30 days HLL receives corresponding payment from HBOCWWB.
 - 24.6. In the event of the HLL noticing at any time that any amount has been disbursed wrongly to the Service Provider or any other amount is due from the Service Provider to the HLL, the HLL may without prejudice to its rights recover such amounts by other means after notifying the Service Provider or deduct such amount from any payment falling due to the Service Provider. The details of such recovery, if any, shall be intimated to the Service Provider. The Service Provider shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the HLL.
 - 24.7. The HLL shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Service Provider where the HLL or HBOCWWB disputes such invoice or part of it provided that such dispute is bonafide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure. Any exercise by the HLL under this section shall not entitle the Service Provider to delay or withhold the Health screening of the workers.
 - 24.8. All payments agreed to be made by the HLL to the Service Provider in accordance with the Health screening shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The Service Provider shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this agreement.

25. Taxes

- 25.1. The Service Provider shall bear all personnel taxes levied or imposed on its personnel, or any other member of the Service Provider's team, etc. on account of payment received under this agreement. The Service Provider shall bear all corporate taxes, levied or imposed on the Service Provider on account of payments received by it from the HLL for the work done under the scope of work
- 25.2. The Service Provider agrees that it shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the scope of work

- 25.3. Should the Service Provider fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, the Service Provider shall pay the same. The Service Provider shall indemnify the HLL against any and all liabilities or claims arising out of this engagement for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Board / Service Provider.

ANNEXURE-1

SCOPE OF WORK

The Service Provider shall provide services related to conducting health screening of registered workers. The Comprehensive health program will constitute of two parts:

1. Health screening program as health camp at construction site and other locations

- 1.1. The Service provider will conduct Pre-camp, in-Camp, Post-camp and door to door as part of health screening at construction site and other locations as per the terms and conditions defined as per this RFQ and subsequent agreement entered between the Service Provider and HLL for the registered construction workers.
- 1.2. The sample collected from the construction workers shall be transported to the processing lab of the HLL/Service Provider near to the health camp location. The sample shall be tested as per the approved quality standards of the lab and all the physical/digital copy of test reports shall be made available to the concerned workers within 2 to 3 working days from the date of collection of the samples.
- 1.3. For this purpose at least two high end labs are to be established with at following locations
 - a. Gurugram :- To cater Gurugram, Rewari and Mahendergarh Districts
 - b. Kaithal Lab:- Kaithal, Jind , Fatehabad and Sirsa Districts (A minro lab at Sirsa also can be planned in future) . Service provider shall setup and equip these labs with all necessary infrastructure for efficient execution of obligations under this scope of work
- 1.4. Electronic Medical Records shall be made available through central dashboard of cloud-based system developed for the HLL/ HBOCWVB by the service provider. The Periodic statistical data of district and camp and disease wise shall be displayed to secured login of authorities.
- 1.5. Health status and Health Index baseline in hard copy shall be provided for all construction workers participated in the health screening camp.
- 1.6. In coordination with the HLL/ HBOCWVB, the Service Provider shall refer such construction workers who are diagnosed with health problem and requires further hospitalization/treatment as per the prescription of the consulting doctor to nearest Government CHC/PHC/Dispensaries and Empanelled ESI Hospitals and/ or Ayushman Bharat hospitals, as the case may be.

The list of ESI empaneled Hospitals and Ayushman empaneled hospitals will be provided to the service provider by the HLL.

2. Door to Door Health Screening service

- 2.1. The Service provider will make arrangements for door-to-door health screening service to the beneficiaries
- 2.2. The details of beneficiaries for home service provision shall be prepared and monitored by project manager/ health coordinator and the camp team will visit the locations as per requirement.
- 2.3. The camp team will visit beneficiary homes and facilitate all tests as per the test list and provide doctor consultation.
- 2.4. The camp team for door-to-door visits will include phlebotomist, paramedical support staff, nurse and MBBS Doctor on site/ available on video call.
- 2.5. Facilities for video consultation with doctors shall be available to ensure that all needy beneficiaries get support from doctor.

3. Development of the Cloud based application software / mobile app

- 3.1. The Service Provider shall develop and implement Cloud based application software/mobile app for updating, review and monitoring of the entire health program.
- 3.2. The required login/access shall be provided to the officials/representatives of the HLL/HBOCWWB .
- 3.3. The Service Provider shall generate and provide periodic, location wise, camp wise reports as per the formats approved by the HLL.
- 3.4. The Service Provider shall be responsible to maintain servers/data/backend/frontend of the entire system.
- 3.5. The backup of the entire digital data in the formats as per the requirements of the HLL/HBOCWWB shall be provided by the Service Provider as and when required by the HLL.
- 3.6. The Service Provide shall facilitate for integrating with the available online System of the HBOCWWB. The Service Provider shall digitally transfer the construction workers health data generated during these health screening camps as and when required by the HLL.
- 3.7. The service providers software solution shall integrate the health, pathological reports along with EMR to the HBOCWWB's available online system

4. Facilitate Registration/Renewal of Construction Workers

- 4.1. The Service Provider shall facilitate Registration/Renewal of Construction Workers by helping them to fill up application forms, collecting the required documents and submit it to employer/contractor for further registrations/renewals as per notification issued by Government from time to time.
- 4.2. The Service Provider shall mobilize unorganized Building and other construction workers working at different constructions sites and encourage/ facilitate them to register with the HBOCWWB after due compliance of the formalities of registration.
- 4.3. The health screening shall be done for all the registered construction workers once in a year.
- 4.4. The scheme will be reviewed after completion of first year for extension, on yearly basis. However, the first-time screening of existing workers and those who will be enrolled during the scheme period will be allowed till 31st March 2024. The construction workers who are not registered but available at construction site may be facilitated as per 4.1.
- 4.5. Any change in the Scope of Work or Deliverables in relation to which services are to be provided by the Service Provider.

5. Cost for conducting comprehensive health plan

- 5.1. The Service Provider shall conduct health screening for all the registered construction workers under the HBOCWWB. The workers who will be registered in future will also be covered under the health screening program.
- 5.2. The Service Provider shall conduct health screening as per the following approved Tests and Parameters as per Central Government Health Scheme (CGHS) rates:

Table I: (Tests)

Sr. No	Particulars	CGHS Rates in Rs.
1	Doctor consultation-detailed physical examination	135
2	Lung Function test	585
3	Audio screening test (Pure Tone Audiogram) C2	172
4	Vision Screening test including Colour Vision	36
5	CBC test	122
6	Blood sugar test (Random)	42

Sr. No	Particulars	CGHS Rates in Rs.
7	Liver function tests	225
8	Renal (kidney) function tests	203
9	Lipid profile	183
10	Urine Test (routine)	33
11	ESR	25
12	T3 T4 TSH	180
	Infectious Disease Panel	
13	HIV	150
14	Hepatitis B	102
15	Hepatitis C	128
16	VDRL	43
17	Digital X-Ray Chest (P.A)	100
18	Vitamin B12 Assay	250
19	Serum Ferritin	100
20	Carcinoembryonic Antigen	340
21	CRP Quantitative	160
22	Malaria	40
23	Vit-D	550
Total		3904

Table II: Parameters

Sr. No	Test Name	Parameters Count	Sr No. Parameters	Parameters Name
1	Doctor consultation-detailed physical examination	14	1	Height
			2	Blood group
			3	Weight
			4	Temperature
			5	SPO2
			6	Systolic BP
			7	Diastolic BP
			8	Heart rate
			9	Cardio Vascular System
			10	Gastro Intestinal System
			11	Central Nervous System
			12	Skin
			13	Respiratory System
			14	Gynecological Examination
2	Lung Function test	7	15	FVC
			16	FEV1
			17	FEV1 / FVC
			18	PEF
			19	FEF 25 -75 %
			20	FIVC
			21	PIF
			22	FET

Sr. No	Test Name	Parameters Count	Sr No. Parameters	Parameters Name
3	Audio screening test (Pure Tone Audiogram)	2	23	Right ear
			24	Left ear
4	Vision Screening test including Colour Vision	8	25	Left eye evidence of disease
			26	Right eye evidence of disease
			27	Left eye Snellen chart report
			28	Right eye Snellen chart report
			29	Left eye Snellen test remark
			30	Right eye Snellen test remark
			31	Near vision chart report
			32	Near vision test remark
5	CBC test	27	33	RBC
			34	Hemoglobin
			35	HCT
			36	MCV
			37	MCH
			38	MCHC
			39	RDW CV%
			40	RDW SD
			41	WBC
			42	Absolute Neutrophils

Sr. No	Test Name	Parameters Count	Sr No. Parameters	Parameters Name
			43	Absolute lymphocytes
			44	Absolute Monocytes
			45	Absolute eosinophils
			46	Absolute Basophils
			47	Absolute N/L
			48	Neutrophils %
			49	lymphocytes %
			50	Monocytes %
			51	Eosinophils %
			52	Basophils %
			53	Platelet count
			54	MPV
			55	PCT
			56	PDW
			57	RBC morphology
			58	WBC morphology
			59	Platelets Morphology
6	Blood sugar test (Random)	2	60	Serum Glucose Random
			61	Urine Glucose Random
7	Liver function tests	11	62	Total Bilirubin
			63	Direct Bilirubin
			64	Indirect Bilirubin
			65	Total Protein

Sr. No	Test Name	Parameters Count	Sr No. Parameters	Parameters Name
			66	Serum Albumin
			67	Globulin
			68	A/G ratio
			69	SGOT
			70	SGPT
			71	ALKP
			72	GGT
8	Renal (kidney) function tests	10	73	Urea
			74	BUN
			75	Creatinine
			76	Uric Acid
			77	Calcium
			78	Serum Sodium
			79	Serum Potassium
			80	Serum Chloride
			81	Phosphorus
			82	Magnesium
9	Lipid profile	7	83	Total Cholesterol
			84	Triglyceride
			85	HDL
			86	LDL
			87	VLDL
			88	Chol/HDL Ratio

Sr. No	Test Name	Parameters Count	Sr No. Parameters	Parameters Name
			89	LDL/HDL Ratio
10	Urine Test (routine)	28	90	Colour
			91	Appearance
			92	Quantity
			93	Blood (Physical)
			94	PH
			95	Specific gravity
			96	Protein
			97	Glucose
			98	Ketone
			99	occult Blood
			100	Bilirubin
			101	Nitrate
			102	Urobilinogen
			103	leucocytes esterase
			104	RBC
			105	Pus cells
			106	Epithelial cells
			107	Cast
			108	Crystal
			109	Bacteria
			110	Yeast
			111	Amorphous Deposit

Sr. No	Test Name	Parameters Count	Sr No. Parameters	Parameters Name
			112	Trichomonas
			113	Spermatozoa
			114	Mucin
			115	Fungi
			116	Leucocyte
			117	Budding Yeast
11	ESR	1	118	ESR
12	T3 T4 TSH	3	119	T3
			120	T4
			121	TSH
	Infectious Disease Panel			
13	HIV	2	122	HIV 1
			123	HIV 2
14	Hepatitis B	1	124	Hepatitis B
15	Hepatitis C	1	125	Hepatitis C
16	VDRL	1	126	VDRL
17	Digital X-Ray Chest (P.A)	5	127	Lungs description
			128	Trachea and mediastinum description
			129	Pleural Cavity Description
			130	DiaphragmDescription
			131	Cardiac Size and configurationDescription

Sr. No	Test Name	Parameters Count	Sr No. Parameters	Parameters Name
18	Vitamin B12 Assay	1	132	Vitamin B12 Assay
19	Serum Ferritin	1	133	Serum Ferritin
20	Carcinoembryonic Antigen	1	134	Carcinoembryonic Antigen
21	CRP Quantitative	1	135	CRP Quantitative
22	Malaria	2	136	Plasmodium Vivax
			137	Plasmodium Falciparum
23	Vit-D	1	138	Vit-D
	Total Parameters Covered in Tests	138		