

EXPRESSION OF INTEREST DOCUMENT  
FOR

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

EOI Reference Number: HLL/HCS/2021-22/EOI/ABDM/02 Dated: 22.07.2022



**HLL LIFECARELIMITED**

(A Govt. Of India Enterprise)

CIN : U25193KL1966GOI002621

**HLL Bhavan, Poojappura,**

**Thiruvananthapuram -695012, Kerala, India**

**Tel: 0471 2354949, 2355426, 2350961, 2356352**

**Website - [www.lifecarehll.com](http://www.lifecarehll.com), Email : [hcstenders@lifecarehll.com](mailto:hcstenders@lifecarehll.com)**

# HLL LIFECARE LIMITED

(A Government of India Enterprise)

Healthcare Services Division

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

Tele: 0471- 2354949

## **NOTICE INVITING EXPRESSION OF INTEREST**

**EOI No: HLL/HCS/2021-22/EOI/ABDM/02**

**Date: 22.07.2022**

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

SI No	Particulars	Description
1	Name of EOI	Expression of Interest (EOI)” for the EMPANELMENT OF TECHNOLOGY SERVICE PROVIDERS FOR COLLABORATING WITH HLL FOR THE IMPLEMENTATION OF THE ABDM (Ayushman Bharat Digital Mission) PROJECTS”.
2	EOI Number and date	EOI No: HLL/HCS/2021-22/EOI/ABDM/02
3	Date of floating of EOI	<b>22-07-2022</b>
4	Pre Bid Meeting	<b>28-07-2022 at 11.00 hrs</b>
5	Last date and time for online submission of online bids	<b>09-08-2022 at 14:00 hrs</b>
6	Date and time of opening of e-tender	<b>10-08-2022 at 14:00 hrs</b>
7	EOI document fee	<b>Rs. 5900 including GST</b>
8	EMD	<b>Rs. 500000</b>
9	Eligibility criteria for Bidders	As per Tender document
10	Address for Communication at HLL regarding the tender	Deputy General Manager (HCS) Healthcare Services Division HLL Lifecare Limited Corporate & Regd Office HLL Bhavan, Poojappura, Thiruvananthapuram-695012 E-mail: <a href="mailto:hcstenders@lifecarehll.com">hcstenders@lifecarehll.com</a>

## **GENERAL INSTRUCTIONS TO BIDDERS**

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

## 9.1 Registration

- a) Bidders are required to register in the Government e-procurement portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique 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 tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.  
  
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 tender.

## 9.2 Searching for Tender Documents

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

## 9.3 Preparation of Bid

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every 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.

- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.
10. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>
11. Tenderer 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.
12. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -
- For any technical related queries please call at 24 x 7 Help Desk Number:
- 0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787
- Note:- International Bidders are requested to prefix +91 as country code
- E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority
- Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in), Policy Related - [cphp-doe@nic.in](mailto:cphp-doe@nic.in)
13. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.
14. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:

**Deputy General Manager (HCS)**  
**Healthcare Services Division**  
**HLL Lifecare Limited**  
**HLL Bhavan, Poojappura, Thiruvananthapuram - 695012,**  
**Kerala, India**  
**Tel: +91 471 2354949**  
**Email – [hcstenders@lifecarehll.com](mailto:hcstenders@lifecarehll.com)**

15. The bids shall be opened online at the **Office of the Deputy General Manager (HCS)** in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.
16. More details can be had from the Office of the Deputy General Manager (HCS) during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
17. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

**18. Online Tender Process:**

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>).
  - ii. Pre-bid meeting: 28.07.2022 at 11.00 hrs
  - iii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.
  - iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
  - v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and 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 meets 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.
19. HLL Lifecare Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.

20. HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.
21. In case, it is found during the evaluation or at any time before placing of PO or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the 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.
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.
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.
24. HLL Lifecare Limited Ltd reserves the right to amend or withdraw any of the terms and conditions contained in the EOI document including scope of work or reject any or all EOIs without giving any notice or assigning any reasons.
25. Submission Process:  
For submission of 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/e procure/app>).

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

**Deputy General Manager (HCS)**



## **Section-1**

### **INSTRUCTIONS TO THE BIDDERS (ITB)**

#### **1. INTRODUCTION:**

##### **I. AYUSHMAN BHARAT DIGITAL MISSION (ABDM)**

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

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

##### **II. About HLL Lifecare Limited**

HLL Lifecare Limited (HLL) is a public sector undertaking under the administrative control of the Ministry of Health & Family Welfare, Government of India. HLL’s purpose of business is “to be a globally respected organization focusing on inclusiveness by providing affordable and quality healthcare solutions through continuous innovations”. In its quest to become a comprehensive healthcare solutions provider, HLL had diversified into hospital products and healthcare services, while nurturing its core business of providing quality contraceptives.

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

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

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

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

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

## 2. **GENERAL INFORMATION TO THE BIDDERS**

- Bidders may please go through the EOI document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.
- Bidder should take into account any corrigendum published on the EOI before submitting their bids.
- In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the 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 the Buyer including black listing.
- The buyer reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the Buyer's decision shall be final in this regard.

## 3. **SCOPE OF THE EOI**

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

## 4. **ELIGIBLE BIDDERS**

- A bidder should have eligibility criteria as mentioned in the EOI document to submit bids.
- 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. CLARIFICATION OF BIDS**

- 5.1 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.
- 5.2 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.

## **6. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSES**

- 6.1 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.
- 6.2 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.
- 6.3 Non submission of legible or required documents or evidences may render the bid non-responsive.

## **7. DEADLINE FOR SUBMISSION OF THE EOI FOR INTERESTED BIDDERS**

- 7.1 Bid shall be received only online on or before the date and time as notified in EOI.
- 7.2 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).
- 7.3 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.

- 7.4 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.
- 7.5 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.

## 8. SUBMISSION OF BIDS

The Interested bidder shall submit their bid online only through the Government eProcurement portal (URL: <https://etenders.gov.in/e procure/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 2Envelope 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 SECTION 2 - SELECTION PROCESS- Documents to be submitted along with the EOI (clause -6) and other required documents specified in this EOI document.

Note:-

1. HLL Lifecare Limited reserves the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false

or have some discrepancy which disqualifies the firm then HLL shall take the following action:

- a) The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
2. On demand of the 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.

## **9. 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. 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.

## **10. Confidentiality**

- 10.1 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.
- 10.2 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.

## **11 Clarification of Bids**

- 11.1 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.
- 11.2 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.

## **12 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 Notice inviting EOI 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.

## **13 BID VALIDITY**

13.1 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.

13.2 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.

#### 14 Tender Fee and BID SECURITY (EMD)

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

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

Document of the above transactions (UTR NUMBER and DATE OF UTR) completed successfully by the 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.

14.2 Each bid must be accompanied by EMD. Any Bid not accompanied by an acceptable Bid Security (EMD) shall be rejected as non-responsive.

14.3 The Bid Security (EMD) of the unsuccessful Bidder shall become refundable as promptly as possible after finalization of the EOI.

14.4 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.

14.5 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.

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

14.7 SSI/MSME units interested in availing exemption from payment of Bid Security should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar. But the Party has to provide Security Deposit, if work is awarded to them.

14.8 The Bid Security deposited will not carry any interest.

## **15 ALTERATIONS AND ADDITIONS**

15.1 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.

15.2 The Interested bidder shall not attach any conditions of his own to the Bid. Any bidder who fails to comply with this clause will be disqualified.

## **16 EMPANELMENT :**

16.1 Qualified parties will be empanelled for their respective regions from the date of Notification of Award.

16.2 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.

16.3 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.

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

## **17 CONFLICT OF INTEREST.**

The selected TSP shall not engage in activities that are in conflict with interest of the client (HLL) under the assignment and they would not engage in any contract that would be in conflict of interest with their current obligations. The selected TSP that has a

business of family relationship with such members of HLL staff who are directly or indirectly involved in this assignment will not be awarded the assignment.

**18 TERMINATION**

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

**19 ARBITRATION:**

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

**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/Service Providers. (iii) any product/service liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate.

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

21.1 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.

- 21.2 HLL does not bind itself to accept the submitted EOIs and reserves the right to reject any or all EOIs at any point of time prior to the issuance of the Notice of award/Letter of intent/Purchase order without reason whatsoever.
- 21.3 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.
- 21.4 Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the bidder from its empanelment.
- 21.5 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 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: [jemhll@lifecarehll.com](mailto:jemhll@lifecarehll.com)

**25 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.

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

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

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

## SECTION 2 - SELECTION PROCESS

### 1. ELIGIBILITY CRITERIA FOR BIDDERS

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

<b>a.</b>	The Bidder shall be a sole provider or a group of companies (maximum two) coming together as Consortium to implement the Project. Such consortiums should have legally binding agreement among them. All the members of the consortium shall be jointly and severally liable for the performance of the contract, however the lead bidder will be solely responsible for all the obligations under this project / contract.
<b>b.</b>	Average Annual Turnover of Rs 100 Crores or above for last 3 financial years (i.e.2019-20, 2020-21 and 2021-22)
<b>c.</b>	The Bidder should have been engaged in minimum 3 large ICT communication projects of consolidated value Rs. 10 Crores involving services to Govt./PSU/ Private/ International institutions, during the last five financial years. In such cases proof of completion certificate / work order shall be submitted.
<b>d.</b>	The bidder should have positive net worth during the last three financial years.
<b>e.</b>	The bidder should have been engaged in implementing at least three projects related to HMIS/IT/ITES solution in compliance with the health standards and IT standards mentioned in this EOI document.
<b>f.</b>	The bidder or consortium members should have experience in the projects involving mobilization of adequate team members on ground and providing implementation support in Infrastructure/ HMIS / IT/ ITES projects in any Government / Private / International institutions in the last five years
<b>g.</b>	The Lead Consortium Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the consortium, and the entire execution of the Contract shall be done with the Lead Consortium Member and payment under the contract shall be received by the Lead Consortium Member on behalf of the consortium as per power conferred to him in the Power of Attorney.
<b>h.</b>	The bidder should make sure that all applications defined in scope of work is ABDM compliant
<b>i.</b>	The bidder should complete the ABDM sandbox integration process for all the

	applications defined in the scope of work (Ref ABDM Sandbox link: <a href="http://abdm.gov.in">abdm.gov.in</a> )
<b>j.</b>	The bidder should complete integrations between consent manager, registries, HIU and HIP

## 2. SCOPE OF WORK FOR THE TECHNOLOGY SERVICE PROVIDER

HLL is planning to support the State Governments to establish an end to end IT enabled services in the district hospitals, primary health centres, medical colleges, health services in schools and community screening and even at the micro level. The HMIS services intended to be enabled in the hospitals is as per the ABDM guidelines. The tentative Technology Service Provider has to associate with HLL for implementation of these projects at the state level.

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

1. Hospital Information Management System (HIMS)
2. Enterprise Resource Management (ERP)
3. Community Services Management and Frontline Workers
4. Citizen/Web Portal
5. Smart Mobile App for Citizen and Health Workers
6. Electronic Health Record (EHR)
7. Integrations with existing State applications
8. Command and Control Centre (CCC)
9. Centralized IT Helpdesk / Incident Management
10. ABDM Compliance and Integration

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

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

<b>S. No</b>	<b>Indicative Core Modules</b>
1	Registration Management
2	Appointment Management

3	Billing Management
4	Doctor Desk (General Electronic Medical Record [EMR]) / OPD Management
5	IPD Management
6	Laboratory
7	Radiology
8	Inventory Management
9	OT Management
10	Pharmacy Management
11	Nursing Desk
12	Casualty/Emergency
13	Medico-Legal Case / Report (MLC / MLR)
14	Queue Management System
15	MIS Reports
16	Quality Management System
17	Housekeeping, Linen and Laundry
18	Diet Management

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

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

The proposed HIMS should comply with the all the applicable health and Information Technology (IT) standards as well as protocols, unless otherwise mandated by the Government. The Solution should be based on and compliant with relevant industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of solution including

but not limited to design, development, security, testing and implementation. The system shall adhere to all the IT standards published by the Government of India and other applicable medical standards.

### **Enterprise Resource Planning (ERP)**

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

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

### **Citizen/ Web Portal**

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

### **Electronic Health Record**

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

### **Integration with state applications**

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

### **Command and Control Centre (CCC)**

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



### **Centralized IT Helpdesk**

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

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

### **AYUSHMAN BHARAT DIGITAL MISSION (ABDM)**

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

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

### **COMPLIANCE WITH ABDM**

Following are the core requirements and the architectural priorities.

- a) Unique and Reliable Identification of stakeholders across the whole eco-system.
- b) Trustworthiness of the information created by the entities in the eco-system
- c) Capability for creation of a longitudinal health record for every individual from information held in diverse systems.
- d) Managing the consents for collection and/or use of personal/ health data, to ensure privacy and confidentiality, in conformance to the laws of the land. Proposed solution should be

compliant with Ayushman Bharat Digital Mission's (ABDM) policy defined for State health ecosystem implementation

### **Compliance to Health Standards**

<b>S.No.</b>	<b>Category</b>	<b>Description of Suggested Compliance Standards</b>
<b>1</b>	International Classification of Disease (ICD) – 10 or higher	Classify and code all diagnoses, symptoms and procedures recorded in the system
<b>2</b>	Systemized Nomenclature of Medicine – Clinical Terms (SNOMED CT)	Systematically organized computer process able collection of medical terms providing codes, terms, synonyms and definitions used in clinical documentation and reporting
<b>3</b>	Logical Observation Identifiers Names and Codes (LOINC)	Database and universal standard for identifying medical laboratory observations
<b>4</b>	Current Procedural Terminology (CPT)	Medical code set to report medical, surgical, and diagnostic procedures and services to entities
<b>5</b>	Health Level (HL7)	Set of international standards for transfer of clinical and administrative data between software applications & focuses on application "layer 7" in the OSI model
<b>6</b>	Digital Imaging and Communication (DICOM) 3.0	Standard for the communication and management of medical imaging information and related data enabling the transfer of medical images in across systems through Picture Archiving & Communications System (PACS), including Web Access to DICOM Persistent Objects (WADO)
<b>7</b>	Picture archiving and communication system (PACS)	Digital storage, transmission and retrieval of radiology image
<b>8</b>	Health Insurance Portability & Accountability Act (HIPAA)	National standards to protect individuals' medical records and other protected health information
<b>9</b>	Fast Healthcare Interoperability Resources (FHIR)	Interoperability standard for electronic exchange of healthcare information

### **Compliance to IT Standards**

<b>S.No.</b>	<b>Category</b>	<b>Description of Suggested Compliance Standards</b>
<b>1</b>	Platform Flexibility	Web-centric, multi-tier architecture XML / XBRL/ JSON based standards wherever applicable Compliance to SOA and Web-services
<b>2</b>	Interoperability	Open Standards and Web Services Usage of standard APIs and messaging protocol Service-oriented architecture (SOA) Support multiple industry standard databases with ODBC, JDBC and Unicode compliance
<b>3</b>	Usability	Guidelines defined for Websites / Portals by Government of India
		Language Support: Bilingual support i.e., in English and Hindi language with Unicode support for text editing, file name, data storage
		Dates: All functionalities MUST properly display, calculate, and transmit date data, in 21st-Century date data (DDMMYYYY) format
<b>4</b>	Information access / transfer protocols	SOAP, HTTP/HTTPS
<b>5</b>	Information Security	ISO 27001 Data transfer over internet should be encrypted with TLS 1.3 security protocol along with appropriate encryption mechanism
<b>6</b>	Operational integrity & security management	ISO 17799
<b>7</b>	Service Management	ISO 20000
<b>8</b>	IT Infrastructure management	ITIL / EITM
<b>9</b>	Internet Protocol Suite	TCP / IP, IPv6
<b>10</b>	Communication Suite	SMTP / POP
<b>11</b>	Network Protocol	SFTP / FTP
<b>12</b>	Data Elements	MDDS / XML / XBRL

13	World Wide Web	W3C
14	Mobile	OWASP
15	Documentation	IEEE / ISO

## TECHNICAL SPECIFICATIONS

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

## DESIGN GUIDELINES AND POLICY STANDARDS

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

- Aligned with National Digital Health Blueprint and strategy overview
- Health data management policy and notifications
- Security and Data privacy policy
- Guidelines for health information provider, health repository providers
- MeitY guidelines relating to all aspect of Integrated Digital Health Solution ecosystem
- Any other policy, rules provided by NHA

Solution component design considerations should be follows as applicable -

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

### Application Layer

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

- a) Web services Interface - A Web service interface should allow third-party applications to call functions using standard web services interfaces. TSP must follow best practices for designing APIs.
  - a. Open API Specifications (recommended 3.0)
  - b. Interface to access and tryout defined APIs

- c. Documentation of APIs Should follow publisher / subscriber mechanism for better control
  - d. Segregation of resources and collections
  - e. Provide examples for API resources
- b) User authentication and authorization - Global authentication and service authorization should be the most suitable as per requirement when application subcomponents are designed as separate service in a decoupled micro service based architecture. Key aspects need to be considered –
- a. Fine-grained object permissions
  - b. Global authentication to manage the lighter load
  - c. Authorization should be controlled by the respective micro service to reduce network latency
  - d. No centralized failure for authorization

## **SCALABILITY**

Integrated Digital Health Solution Platform should have capability to upscale and downscale based on load to ensure service delivery and better resource utilization. All the application components of the solution must support both horizontal and vertical scalability to provide continuous growth to meet the requirements and demand of healthcare ecosystem. Whereas transactional database system should be designed to support high availability to eliminate the risk of system failures. System can handle increasing number of requests without adversely affecting the response time and throughput of the system.

## **PLATFORM SECURITY**

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

- System should not allow any unauthorized access
- All fields should be validated at client and server side on submission
- All end point should be secured using strong authentication methodology to avoid security breaches.

- Session management should be implemented
- Standard code practices should be followed to avoid memory leak, not reachable code, unhandled exception, and duplicated code.
- Distributed logging to diagnose any issue related to the performance, security breach or system failure.

### **INTEGRATION WITH SMS / E-MAIL/WHATSAPP GATEWAY**

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

### **INTERFACE WITH DICOM COMPLIANT RIS (RADIOLOGY INFORMATION SYSTEM):**

- DICOM Compliant files/reports
- DICOM compliant PACS interface, if separate RIS (optional)

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

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

### **PRIVACY AND SECURITY STANDARDS:**

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

### **OTHER COMPLIANCES:**

- EHR architecture compliance (ISO 18308:2011) (optional)

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

**Note:**

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

### **3. DEBARMENT**

The Bidder or all members of Consortium (in case of Consortium) should not be debarred for fraudulent and corrupt practices by any Government entity in India as on the date of Bidding. Bidder or all members of Consortium (in case of Consortium) shall submit an Affidavit in this regard

### **4. PERIOD OF SERVICE**

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

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

## 5. SELECTION PROCESS

The bidding process shall be carried out as follows:

The Technical Evaluation Committee (TEC) appointed by the Buyer will screen the parties based on the Eligibility Criteria. The firms that fulfill Eligibility Criteria will be technically evaluated based on a methodology.

### Methodology of evaluation of Service provider

The proposal shall be evaluated as per following procedure:

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

### Technical Evaluation Methodology

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

SI No	Evaluation Parameter	Weightage (marks)	Supporting Documents
1	<b>Financial Capability:</b> The bidder (in case of Consortium, cumulative turnover shall be accounted, and lead member shall meet minimum of 50% of Turnover) shall have a minimum average turnover of INR 100 Crore for the last 3 years from IT/ITeS/ Consulting services	10	Certificate issued by Statutory Auditor/CA for Turnover with Unique Document Identifier Number (UDIN).
	a. Minimum INR 100 Crore: 2 marks		
	b. INR 200 – 300 Crore: 5 marks		
	c. More than Rs. 300 Crore: 10 Marks		



2	<p>The bidder or consortium members have experience in ongoing or completed projects of total value Rs. 10 Crore in design, development, implementation of projects in IT Transformational project / ICT Components / E-Governance/ Digital Solution projects with any Government / State Government / PSUs / International Institutions in last five (5) financial years</p> <p>The consolidated project cost should be Rs 10 Crores or above.</p>	10	Copy of Work order/ Client certificate/ Contract copy AND with Client project completion certificate specifying the project details and value vis a vis the criteria stated in the RFP. In case of an on-going project phased completion certificate (provided by client) should be submitted.
3	The bidder or consortium members should have experience in the projects involving mobilization of adequate team members on ground and providing implementation support in Infrastructure/ HMIS / IT/ ITES projects in any Government / Private / International institutions in the last five years	10	Copy of Work order/ Client certificate/ Contract copy AND with Client project completion certificate specifying the project details in the prescribed format as in Annexure-6.
4	<p><b>Approach and Methodology:</b></p> <p>The Bidder should propose the Approach &amp; Methodology (PPT) to be covered in the technical proposal, detailing:</p> <ul style="list-style-type: none"> <li>• Understanding of the Project</li> <li>• Solution Architecture, Design, Scalability</li> <li>• Project Management Methodology</li> <li>• Solution components and Output</li> <li>• Human Resources Deployment Plan and Delivery Timeline</li> <li>• Training Methodology</li> <li>• Adoption strategy</li> <li>• Rollout Strategy</li> <li>• Handholding strategy</li> <li>• Location wise onboarding and support</li> <li>• SLA management strategy</li> <li>• Strategy for achieving outcomes</li> <li>• Risk Mitigation Plan</li> <li>• O&amp;M Methodology</li> </ul>	10	To be signed and submitted in Technical Bid.

5	Bidder Certification – Bidder (Sole bidder or in case of Consortium, any member of consortium) must be a CMMi Level 3 or above Certified Company	10	Copy of Valid Certificate.
	i. CMMi Level 3 (5 marks)		
	ii. CMMi Level 5 (10 marks)		
6	Adherence to ABDM guidelines & Integration with ABDM sandbox	10	Certification from NHA / specific mail communication mentioning the firm's solution is ABDM integrated in the sandbox environment.
7	Technical Presentation and Functional Demonstration:	40	Technical presentation cum demonstration to be given by the Bidders
	The eligible bidders who score more than 45 marks on the above 6 parameters, will be asked to give a presentation on the proposed solution. Date, time and venue of the presentation will be communicated to bidders after opening of the technical proposal.		

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

## **6. DOCUMENTS TO BE SUBMITTED WITH EOI/BID**

- Bid form as per Annexure-1
- Profile of the Organization (emphasis to implement HMIS/ Hospital based Projects) as per the format provided in Annexure -4
- Performance statement as per Annexure-6
- Details of the solution being ABDM compliant
- Organization Structure
- Authenticated copy of the certificates of incorporation/registration of the organization

- In case of Consortium, legally valid agreement between consortium members
- Memorandum of Association/Articles of Association.
- Certificate issued by Statutory Auditor/CA for Turnover for last three financial years with Unique Document Identifier Number (UDIN).
- Audited balance sheet and Profit and Loss statement for last three years. If audit is not completed for FY 2021-22 , provisional documents can be submitted,
- CMMI certification
- Certification from NHA / specific mail communication mentioning the firm's solution is ABDM integrated in the sandbox environment.
- Certificate from HR mentioning resources deployed on the previous projects project to establish eligibility as per Section 2, clause no. 1.f
- Power of attorney for signatory of EOI in Rs.200 stamp paper duly notarized
- Work orders copies and satisfactory implementation certificates to establish execution of ICT contracts worth minimum Rs. 10 Crores as per Section 2, clause no. 1.c. Copy of Work order/ Client certificate/ Contract copy AND with Client project completion certificate specifying the project details and value vis a vis the criteria stated in the RFP. In case of an on-going project phased completion certificate (provided by client) should be submitted.
- Approach & Methodology (PPT) to be covered in the technical proposal
- Positive net worth statement from Chartered accountant
- Declaration stating that firm is not de-recognized/debarred/banned/blacklisted by any State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law non conviction in any illegal activities
- ANNEXURE-2 - SELF DECLARATION – COMPLIANCE TO RULE 144 (XI) OF GFR 2017
- ANNEXURE-3 - SELF DECLARATION – MAKE IN INDIA PREFERENCE
- Signed Integrity pact Agreement As per Annexure-5

## 7. Post Empanelment Process

- a) The tentative Technology Service Providers (TSP), who meets the terms and conditions of this EOI shall be evaluated and empanelled after scrutiny. Qualification

- criteria for empanelment will be primarily conformance to qualification criteria as per clause no. 5 with satisfactory submission of documents as per clause no. 6
- b) As and when requirement arises, based on the specific nature of the planned business project, HLL will invite separate financial quotes from eligible empanelled TSPs.
  - c) Empanelled TSPs shall make independent assessment of proposed project and submit their financial quotes and L1 bidder will be finalised as TSP for that particular project.
  - d) HLL will have the right to reject proposals if they are found to be unacceptable

**Note:**

- 1) Conditional offers are liable for rejection.
- 2) The Bidders should give clause by clause compliance of EOI with references to supporting documents; otherwise the offers are liable for rejection.
- 3) The Bidder to indemnify the Buyer from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
- 4) While the Expression of Interest has been prepared in good faith, the Buyer does not make any commitment or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omission herein, or the accuracy, completeness or reliability of information contained herein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this request, even if any loss or damage is caused by any act or omission on its part.
- 5) Organizations are requested to keep the information and details strictly confidential. We are looking for your support and co-operation in getting fully responsive Expression of interest.
- 6) The Buyer shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their EOI and other expenses.
- 7) The Buyer reserves the right to reject any or all the Expressions of Interest without assigning any reason thereof.
- 8) The process of inviting EOI is for ascertaining various options available to the Buyer. After evaluation / examination of the offers, the Buyer may at its sole discretion decide further course of action.
- 9) The Buyer reserves the right to deal with the proposal in any manner without assigning any reasons for the same. The decision of the Buyer in this regard shall be final.

### **Penalty Clause**

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

ANNEXURE-1

**BID 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 EMPANELMENT OF TECHNOLOGY SERVICE PROVIDER(S) FOR COLLABORATING WITH HLL FOR THE IMPLEMENTATION OF THE ABDM (Ayushman Bharat Digital Mission) PROJECT**

**EOI No.**

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

We undertake that in case our 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 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**  
**Bidders Profile**

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

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

## Annexure -5

### PRE-CONTRACT INTEGRITY PACT

#### GENERAL

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

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

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

NOW, THEREFORE,

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

Enabling the BUYER to select/ empanel partner for providing services for..... (Name of the product) through the Eoi in a transparent and corruption free manner, and Enabling BIDDERS to abstain from bribing or Indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

## 1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, 'organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

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

## 3. Commitments of BIDDER

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

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

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

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

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

#### 4. Previous Transgression

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

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

#### 5. Sanctions for Violations

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



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

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

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

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

## 6. Independent Monitors

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

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

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

## 7. Facilitation of Investigation

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

## 8. Law and Place of Jurisdiction

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

## 9. Other Legal Actions

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

## 10. Validity

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

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

11. The parties hereby sign this Integrity Pact.

**BUYER**

Name of the Officer:

Designation:

HLL Lifecare Limited (address)

Place:

Date:

**Witness:**

1. ....

2. ....

**BIDDER**

Name of the Officer:

Designation:

M/s

Place:

Date:

1. ....

2. ....

## Annexure 6 - Performance statement

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

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

Place :

Signature with Office Stamp

Date :

Name & Designation