

REQUEST FOR QUOTE

Document

For

IDENTIFICATION OF STRATEGIC PARTNER
FROM EMPANELLED FIRMS FOR PROVIDING,
ESTABLISHING AND MAINTAINING 32 SLICE
CT SCAN FACILITIES AT 8 LOCATIONS IN
UTTAR PRADESH

RFQ No: HLL/HCS/RFQ/MI/2022-23/01A Dated 14-11-2022



HLL LIFECARE LIMITED

(A Govt. Of India Enterprise)

CIN : U25193KL1966GOI002621

HLL Bhavan, Poojappura,

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Request for Quote (RFQ) for Identification of Strategic Partner from Empanelled Firms for Providing, Establishing and Maintaining 32 Slice CT Scan Facilities At 8 Locations In Uttar Pradesh

HLL Life care Limited, a Government of India Enterprise, invites financial quotes from empanelled firms for Medical Imaging Services to partner with HLL's new CT scan project in Uttar Pradesh and provide CT Scan Services at 8 Locations across the State of Uttar Pradesh as per the terms and conditions detailed in this document.

RFQ No	:	HLL/HCS/RFQ/MI/2022-23/01A Dated 14.11.2022
RFQ PUBLISHING DATE	:	14.11.2022
LAST DATE AND TIME FOR RECEIPT OF RFQ	:	21.11.2022, 14.00 HRS
TIME AND DATE OF OPENING OF THE RFQ	:	22.11.2022, 14.00 HRS
PLACE OF OPENING OF RFQ	:	HLL LIFECARE LIMITED HLL BHAVAN, POOJAPPURA, TRIVANDRUM, KERALA- 695012 PHONE NO – 0471 2354949
ADDRESS FOR COMMUNICATION	:	DGM (HCS) HEALTHCARE SERVICES DIVISION HLL LIFECARE LIMITED, HLL BHAVAN, POOJAPPURA TRIVANDRUM, KERALA- 695012 PHONE NO – 0471 2354949
EMAIL ID	:	hcstenders@lifecarehll.com

DGM (HCS)
HEALTHCARE SERVICES DIVISION

SECTION-1 INSTRUCTIONS TO BIDDERS (ITB)

1. COMPANY BACKGROUND

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

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

Healthcare Services Division

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

2. INTRODUCTION

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

The Healthcare Services Division (HCS) has numerous projects in pipeline and intended to explore the possibility to have Strategic Business Partners for their upcoming medical Imaging business projects. Accordingly HLL had invited an Expression of Interest (EOI number : HLL/CHO/HCS/MI/2022-23/02 Dated 16-06-2022) for empanelment of Strategic Business partners for Medical Imaging Business of HCS Division of HLL Lifecare Limited. This EOI was

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

All the empanelled firms have submitted declaration and agreed for minimum revenue share of 8% for HLL. As per the above said EOI terms, post empanelment, through competitive bidding among the empanelled firms, Strategic partner shall be finalised for individual projects based on the highest revenue share they are willing to share with HLL, over and above the minimum revenue share.

3. SCOPE OF RFQ:

HLL Lifecare Limited had participated in the tender for selection of CT scan service providers for selected 16 District Hospitals of Uttar Pradesh floated by National health Mission, UP. Accordingly HLL was selected for establishing & running CT scan centres (Cluster -1) at 8 district hospitals as listed in Annexure-A Scope of Project. Project period will be Seven (7) years which may be extended. Through this RFQ, HLL Life care Limited intends to identify a strategic partner from their empanelled list of strategic partners for medical imaging business, to execute the above mentioned project by providing, installing and maintaining the CT scan machines.

3.1 Scope of Strategic Business Partner

- Strict adherence to the detailed Scope of work of strategy partner (Annexure- A) attached in this document.
- Incur all capital expenses of this project including the turnkey work of the facilities, providing and installation of the CT machines as per the specifications given by HLL, installation of accessories essential for the Medical imaging Operations, Up-time management of the machines etc as per the requirement of HLL .
- Meet all the operational and recurring expenses during the day to day execution of the project
- Meet all statutory and regulatory guidance and requirements or as advised by HLL.
- Business development in public and private sectors.

3.2 Scope of HLL

- The complete Strategic Design, Planning and execution of the project
- Day to day operations of the project
- Deployment of manpower and facilitation of smooth and uninterrupted operations in coordination with strategic partner.
- Reporting of scans either appointing radiologist on site or through Tele-radiology.
- Coordination with NHM UP for execution of project

- Obtain the regulatory compliances for HLL
- Maintain the quality standards and the SOP's
- Routine Reports and Coordination with all stakeholders.

3.3 Revenue Sharing Model

- a) HLL intends to execute this project on a revenue sharing basis. Project duration will be 7 years which may be extended to another three years.
- b) HLL will manage and carry out the day to day operations of the project. HLL will claim the charges for services on a monthly basis from NHM UP as per the agreement with them. HLL will retain the revenue share as agreed by Strategic partner through their financial bid. Remaining amount, after deducting all operational and other expenses incurred by HLL, will be released to strategy partner.
- c) Strategic Partner shall make independent assessment of proposed project and submit their financial quotes. Financial quote of the strategic partners shall specify the revenue share percentage acceptable to share with HLL for this particular proposal. Financial quotes will be evaluated based on the revenue share percentage to HLL over and above the minimum value of 8%. Financial Quote has to be submitted as per the format provided in CPP portal.
- d) The evaluation for the project would be done of the basis of offered revenue share percentage to HLL. The bidder who scores highest total score as illustrated below would be finalised as Strategic partner for this project.

Project span would be divided into three terms based on its duration. It is envisaged that a new project might have a minimum gestation period to achieve a minimum business volume. Here the initial term is set as 0-1 years. The next slot is 1-3 years where it is considered that the project would have achieved a critical mass and thereby increased the revenues. The next category is above 3 years where the revenues from the existing business would be very high. HLL reserves right to retain a minimum revenue share. Over and above this, the Strategic business partner would be free to quote the revenue shares to HLL separately for all the three periods of project. The financial bids will be evaluated as given below:

Project Timeline	Weightage (a)	Revenue Share (in Percentage) offered to HLL <u>in addition</u> to Minimum revenue share of 8% (b)	Score (a x b)
0 ≥ 1 Yrs	25		
1 ≥ 3 years	35		
> 3 Yrs	40		
Total Score			

Bidders will be evaluated based on the total score and bidders who is having highest total score (H1 bidder) will be finalised as the Strategic Partner for this project. Period of engagement will be terminated on completion of the project or closure of the project by HLL's Clients after issuing sufficient notice period to HLL as per the agreement terms.

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

3.4 General Terms and Conditions

a.	While this RFQ has been prepared in good faith, HLL does not make any commitment or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omission herein, or the accuracy, completeness or reliability of information contained herein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this request, even if any loss or damage is caused by any act or omission on its part.
b.	The process of inviting RFQ is for ascertaining various options available to HLL. After evaluation / examination of the offers, HLL may at its sole discretion decide further course of action.
c.	On submission of financial bid, participant confirms its acceptance to all terms and conditions of RFQ and scope of work.
d.	RFQ participants are requested to keep the information and details strictly confidential.
e.	HLL shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their RFQ and other expenses.
f.	HLL reserves the right to deal with the proposal in any manner without assigning any reasons for the same. The decision of HLL in this regard shall be final.
g.	The Bidder to indemnify HLL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.

4. SUBMISSION OF BIDS

The Interested bidder shall submit their bid online only through the Government eProcurement portal (URL: <https://etenders.gov.in/eprocure/app>) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the Interested bidders shall download from the portal. The Bidder shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system generated

receipt can be downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online.

The tender is invited in 1 Envelope system from the registered and eligible firms at CPP Portal.

Envelope –I (Financial bid):

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

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

Note:-

The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

5. **GENERAL INSTRUCTIONS TO BIDDERS:**

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

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

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

5.4 The RFQ process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/e procure/app>). Aspiring bidders may download and go through the RFQ document.

5.5 All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. RFQs/bids shall be accepted only through online

mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late RFQs will not be accepted.

5.6 The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and shall be rejected.

5.7 Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.

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

5.9 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.

5.10 Registration

- 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 RFQ after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this RFQ.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this RFQ.

5.11 Searching for RFQ Documents

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

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

5.12 Preparation of Bid

- a) Bidder should take into account any corrigendum published on the RFQ document before submitting their bids.
- b) Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.
- c) Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.
- d) If the addendum thus published does involves major changes in the scope of work, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the addendum published.
- e) Please go through the RFQ document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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

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

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

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

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

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

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

5.17 Any queries relating to the RFQ document and the terms and conditions contained therein should be addressed to the RFQ Inviting Authority for a RFQ or the relevant contact person indicated in the RFQ. Address for communication and place of opening of bids:

Deputy General Manager (HCS)
Healthcare Services Division
HLL Lifecare Limited
HLL Bhavan, Poojappura, Thiruvananthapuram - 695012,
Kerala, India
Tel: +91 4712354949 , Email – hcstenders@lifecarehll.com

5.18 The bids shall be opened online at the Office of the Deputy General Manager (HCS) in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the RFQ opening date happens to be on a holiday or non-working day due to any other valid reason, the RFQ opening process will be done on the next working day at same time and place.

5.19 More details can be had from the Office of the Deputy General Manager (HCS) during working hours. The RFQ Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

5.20 A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

5.21 Online RFQ Process:

The RFQ process shall consist of the following stages:

- i. Downloading of RFQ document: RFQ document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).

- ii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.
 - iii. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this RFQ document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
 - iv. Opening of RFQ and Award of contract: The financial bids will be opened, evaluated and finalized as per the criteria detailed in this RFQ document.
- 5.22 Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
- 5.23 HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.
- 5.24 HLL Lifecare Limited Ltd reserves the right to amend or withdraw any of the terms and conditions contained in the RFQ document including scope of work or reject any or all RFQs without giving any notice or assigning any reasons.
- 5.25 Submission Process:
For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their bid online on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
- 5.26 Note:- It is necessary to click on "Freeze bid" link / icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

6. DEADLINE FOR SUBMISSION OF THE RFQ FOR INTERESTED BIDDERS

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

6.2 The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may

extend the last date for submission of bids, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

6.3 Modification, Resubmission and Withdrawal of RFQs

Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.

6.4 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

6.5 The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

7. BID OPENING AND EVALUATION

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

8. BID OPENING PROCESS

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

In the event of the specified date of bid opening being declared a holiday for HLL, the bids will be opened at the same time on the next working day.

9. CONFIDENTIALITY

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

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

10. BID VALIDITY

- 10.1 Bids shall remain valid for a period of **7 years or additional extended time period as decided by HLL** from the date of notification of Award. A bid valid for a shorter period shall be rejected by HLL as non-responsive.
- 10.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by email. A bidder may refuse the request without forfeiting its bid security (if applicable). A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security (if applicable) for the period of the extension.

11. BID SECURITY (EMD)

- 11.1 EMD of Rs. 100000 submitted by bidder during empanelment process will be considered as EMD for this RFQ.
- 11.2 The Bid Security (EMD) of the successful Bidder will be discharged when the Bidder has furnished the required Security Deposit and acceptance of LOI/Work order.
- 11.3 The Bid Security may be forfeited:

(a) If a Bidder:

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

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

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

- 11.4 In such cases the work shall be rearranged at the risk and cost of the selected bidder
11.5 The Bid Security deposited will not carry any interest.

12. ALTERATIONS AND ADDITIONS

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

13. NOTIFICATION OF AWARD :

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

14. CONFLICT OF INTEREST.

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

15. PERFORMANCE SECURITY

- 15.1 The selected strategy partner has to submit an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 1,00,00,000/- (Rupees One Crore only) in the form provided by HLL. Until such time the Performance Security is provided by the strategy partner and the same comes into effect, the Bid Security shall remain in force and effect, and upon provision of the Performance Security, the HLL shall release the Bid Security (EMD) to the Strategy partner. No interest shall be payable by the HLL against the Performance Security.
15.2 Appropriation of Performance Security
Upon occurrence of a Strategy partner Default, the HLL shall, without prejudice to its

other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for and in respect of such Strategy partner Default. Upon such encashment and appropriation from the Performance Security, the Strategy partner shall, within 30 days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security by the HLL, provide a fresh Performance Security, as the case may be, failing which the HLL shall be entitled to terminate the Agreement with Strategy partner. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Strategy partner shall be entitled to an additional Cure Period of 15 days for remedying the Strategy partner Default, and in the event of the Strategy partner not curing its default within such Cure Period, the HLL shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate the Agreement with Strategy partner

15.3 Release of Performance Security

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

16. ARBITRATION:

All disputes and differences, whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this RFQ 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.

17. INDEMNITY

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

this Contract by bidder or its affiliate.

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

- 18.1 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.
- 18.2 HLL does not bind itself to accept the highest or any bid and reserves the right to reject any or all bids at any point of time prior to the issuance of the Notice of award/Letter of intent/Purchase order without reason whatsoever.
- 18.3 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.
- 18.4 Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the bidder from its empanelment.
- 18.5 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.

19. 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.

20. 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.

ANNEXURE- A

DETAILED SCOPE OF WORK- STRATEGY PARTNER

1. The strategic partner shall Invest and set up 8 CT scan facilities (listed in Schedule-A) as per the requirement of HLL. The Strategy Partner shall be responsible for procurement, installation, maintenance and service delivery of Computed Tomography (CT) Scan (32 Slice or more) machine and associated equipments at the Facilities. The establishment of civil works, electrical works, procurement of machineries and all other activities pertaining to the new CT scan facility shall be under the scope of the strategic partner. Prior to commencement the CT Scan Services at each location, the Strategy Partner shall complete the following obligations:
 - (a) Submit to the HLL its design, methodology, quality assurance procedures, and the procurement, installation time schedule for completion of the setting up of CT Scan Services, which shall include setting up of CT Scan machines, CT Scan Equipment at the Designated Locations within each of the Facilities;
 - (b) The Strategy Partner shall make complete arrangements (including procurement of CT Scan machine (32 Slice or more)) with respect to compliance with AERB and Medical Imaging Standard No. CEA/ MIS – 028 to make the Facilities operational (detailed specifications given at schedule-B). Along with the above-mentioned requirements the Strategy Partner shall ensure prior to providing the CT Scan Services that the CT Scan machine being installed for each of the Facilities should be new, should be USFDA approved/CE approved and certified and a declaration that the CT Scan machine is new and operational shall be submitted by the Strategy Partner.
 - (c) Ensure that it procures DG set of minimum 120 KVA or higher capacity as may be required at the Facility for uninterrupted CT Scan Services and also a system to control voltage fluctuations so as to ensure that uninterrupted CT Scan Services can be provided to the Patients. DG set with canopy and automatic changeover switch;
 - (d) Ensure and procure the required AERB license for providing the CT Scan Services in accordance with the terms of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice;
 - (e) Ensure that it has procured all Applicable Permits specified in Schedule C for each such Facility;
 - (f) Procure and maintain adequate insurance cover as prudent Strategy Partner in accordance with Good Industry Practice for hedging risks related to the Patients, Personnel or the CT Scan Equipment;
 - (g) Install a medical grade monitor to view the images and reports of each of the Facilities. The operations and maintenance of such monitor including availability of internet shall be ensured by the Strategy Partner;
 - (h) Undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of works under and in accordance with this Agreement, the Applicable Laws and Applicable Permits.

2. Maintain the CT scan centers established & operated by HLL. The day to day maintenance of the facilities shall be under the scope of the strategic partner as detailed below.

During the Term, the Strategy Partner shall maintain the CT Scan Equipment in accordance with the Manufacturer Manual and Good Industry Practice for the purpose of providing uninterrupted CT Scan Services. Strategic partner has to maintain an uptime of 335 days in a year with maximum 30 days of downtime in a year. However, in case the machine is out of order/ broken down for period greater than 72 hours, the Service Provider shall make alternative arrangements for provision of CT Scan (including free transportation of patients. If no such alternative arrangement is made, then for each additional days beyond 72 hours of CT Scanner not in operation, damages as per HLL's agreement with NHM UP shall be levied. It is further clarified that if shutdown extends beyond 30 days in an year due to technical and/or administrative reasons on the part of Strategic partner, this Agreement may be cancelled.

The obligations of the Strategy Partner in this regard shall include:

- (i) Ensuring safe, smooth and uninterrupted operation of CT Scan Equipment; Providing round-the-clock (24 hrs) response, at all the time during the Term,
 - (ii) to emergencies/issues arising with respect to the performance of the CT Scan Equipment, as per the Specification and Standards as set forth in Schedule B
 - (iii) Carrying out periodic preventive maintenance and ensuring that CT Scan Equipment and the CT Scan machines at each of the Facilities remains in good working condition;
 - (iv) Undertaking routine maintenance to ensure undisrupted operation of the CT Scan Equipment and the CT Scan machines for the CT Scan Services;
 - (v) Submission of the maintenance plan for the project before the Commencement of Operations Date;
 - (vi) Adhering to the guidelines issued by HLL from time to time with respect to the Project, if any;
 - (vii) Adhering to the guidelines issued by Government of India from time to time with respect to the Project, if any;
 - (viii) Adhering to the AERB norms and guidelines issued from time to time and ensuring QA/QC and other procedures on time as per AERB guidelines.;
 - (ix) Procuring and maintaining adequate inventory of all spares for the Project. The Strategy Partner shall procure only the best quality spares, which would be subjected to periodic inspection by the representatives of the HLL at its discretion;
3. Abiding by the existing policies/ applicable statutory guidelines and undertaking all statutory responsibilities;
 4. Currently the identified locations are listed at Schedule-A . In case, during the project term, if HLL or its client decides to change the location of the equipment, same has to facilitated by Strategic partner with any additional cost.

5. Carrying out any upgradation of CT Scan Equipment and curing of Defect(s) in any CT Scan Equipment and replacement of the CT Scan Equipment if required, during the Term;
6. Maintaining all communication, control and administrative systems necessary for the efficient functioning and maintenance of the CT Scan Equipment; Complying with Security and Safety Requirements in accordance with agreement with HLL and NHM UP
7. Maintaining and up keeping all the Project Assets at all the time during the Term; and Maintaining and keeping the Designated Location located within each of the Facilities during the Term in a condition similar or better than the condition in which they have been handed over to the Strategy Partner by the HLL.
8. Day to day operations of the CT Scan facility and Services will be done by HLL and following scan services will be provided Monday through Saturday.

Sl. No	Procedure	Tariff (Rs)
1	CT Head-Without Contrast	756
2	CT Head- with Contrast (+/- CT angiography)	1134
3	C. T. Chest - without contrast (for lungs)	1460
4	C. T. Scan Lower Abdomen (incl. Pelvis) With Contrast	1427
5	C. T. Scan Lower Abdomen (Incl. Pelvis) Without Contrast	1259
6	C. T. Scan Whole Abdomen Without Contrast	2519
7	C. T. Scan Whole Abdomen With Contrast	3778
8	Triple Phase CT abdomen	3778
9	CT angiography abdomen/ Chest	3778
10	CT Enteroclysis	5037
11	C. T. Scan Neck – Without Contrast	1259
12	C. T. Scan Neck With Contrast	1606
13	C. T. Scan Orbits Without Contrast	1022
14	C. T. Scan Orbits with Contrast	1387

15	C. T. Scan of Para Nasal Sinuses- Without Contrast	756
16	C. T. Scan of Para Nasal Sinuses - With Contrast	1343
17	C. T. Spine (Cervical, Dorsal, Lumbar, Sacral)–without contrast	1259
18	CT Temporal bone without contrast	767
19	CT - Dental	1095
20	C. T. Scan Limbs -Without Contrast	1460
21	C. T. Scan Limbs -With Contrast including CT Angio.	1935
22	C.T. Guided intervention –FNAC	1007
23	C.T. Guided Trucut Biopsy	1007
24	C. T. Guided intervention -percutaneous catheter drainage / tube placement	1121
25	CT Chest - with contrast (+/- CT Angiography)	1825
26	CT Scan Upper Abdomen without Contrast	1241
27	CT Scan upper abdomen with Contrast	1752

The operational hours for the CT Scan Services shall be 8 am to 6 pm when all routine scans shall be done. Further additional service will be done as per requirement of NHM UP.

9. TAT (Turn around Time) details as per the agreement with NHM UP is as given below.

S. N.	Description	TAT
1	Uploading of image to the server post completion of scans (such scans shall be done after the region of interest is specified by the concerned doctor and would be viewed at the main console (PACS) of the Facility)	45 minutes from completion of scan

2	<p>Hard copy of the report along with image for all head injuries, trauma cases and cases declared as urgent by the referring doctor at CHC/PHC/district hospital shall be sent to the Referred Patient/ respective Facility where the test has been conducted.</p> <p>A soft copy of the report and image for all head injuries, trauma cases and cases declared as urgent by the referring hospital/doctor shall be uploaded on the server of the Facility</p> <p>The report shall be signed by the Radiologist (or digitally signed in case of Tele radiology services).</p>	2 hours from the completion of scan
3	<p>Hard copy of the report and image for all routine scans from 8 a.m. to 6 p.m. as referred by the doctor at CHC/PHC/district hospital shall be sent to the Referred Patient/ respective Facility where the test has been conducted.</p> <p>A soft copy of the report and image for all for all routine scans from 8 a.m. to 6 p.m. shall be uploaded on the server of the Facility.</p> <p>The report shall be signed by the Radiologist (or digitally signed in case of Tele radiology services).</p>	6 hours from the completion of scan
4	<p>All routine scans from 8 am to 6pm which are spilt over beyond 6 pm (i.e. registration for the scan has been done before 6 pm, but scan is conducted post 6 pm).</p>	Before 10am of next working day

In the event if there is any violation of TAT due to the failure by the strategy partner in its obligations , the penalty shall be imposed by HLL on the Strategic Partner at the same terms and condition as HLL is having with the client (NHM UP or any other HLL client).

10. The Strategy Partner will also install a medical grade monitor to view the images and reports of each of the Facilities. The operations and maintenance of such monitor including availability of internet shall be ensured by the Strategy Partner.
11. The Strategy Partner shall ensure confidentiality of all the data generated/ collected/ developed as a part of this Project.
12. Strategy partner should bear and pay all costs, expenses and charges in connection with or incidental to the performance of their obligations
13. The Strategy Partner shall perform and fulfil all other obligations in accordance with the provisions of the Agreement between HLL and NHM UP and discharge all matters incidental thereto or necessary for the performance of any or all of its obligations under this Agreement.
14. Maintain the quality standards followed and implemented by HLL.
15. Follow the SOP's implemented by HLL for Medical Imaging service.

16. All operational and maintenance expenses incurred during execution of this project and allied services are to be borne by Strategy Partner.
17. Waste management (including the biomedical waste management) is under the scope of the strategic partner. The strategic partner shall ensure the regulatory compliance of the Bio-Medical Waste as per the State Pollution Control Board.
18. The Strategy Partner will also comply with confidentiality and privacy laws relevant to patent Details.

SCHEDULE A- LIST OF FACILITIES

The Strategy Partner shall install CT scan machine as mentioned below.

S.No.	Districts	Address	Machine Type
1.	Amroha	District Combined Hospital, Hasanpur - Amroha Rd, near SP Office, Amroha - Pin code 244221, Uttar Pradesh	CT Scan (32 Slice or more)
2.	Bareilly	Maharana Pratap Combined District Hospital, Civil Lines, Bareilly - Pin code 243003, Uttar Pradesh	CT Scan (32 Slice or more)
3.	Etah	District Hospital, Police Line, Etah - Pin code 207001, Uttar Pradesh	CT Scan (32 Slice or more)
4.	Jhansi	District Hospital (Male), Nehru Marg, Manik Chowk, Jhansi - Pin code 284002, Uttar Pradesh	CT Scan (32 Slice or more)
5.	Mainpuri	District Hospital, Kachahri Road, Mainpuri - Pin code 205001, Uttar Pradesh	CT Scan (32 Slice or more)
6.	Ghaziabad (MMG)	MMG Hospital, Grand Trunk Rd, nr. Ghanta Ghar, Bihari Pura, Sarai Nagar, Naya Ganj, Ghaziabad, Pin Code 201001, Uttar Pradesh	CT Scan (32 Slice or more)
7.	Shamli	District Combined Hospital, Near Canal Road (Village Mundet), Shamli - PIN Code 24336, Uttar Pradesh	CT Scan (32 Slice or more)
8.	Sambhal	District Hospital, Chaman Sarai - Sambhal - Pin code 244302, Uttar Pradesh	CT Scan (32 Slice or more)

SCHEDULE B - SPECIFICATION AND STANDARDS

All 8 districts to have CT Scanner of minimum 32 slice or more

- I. The Strategy Partner shall ensure the following minimum specifications:
 1. All CT Scan Equipment must be branded and new.
 2. The Strategy Partner is not allowed to use/install refurbished or used machine for this Project.
 3. Whole Body Spiral CT Scanner must have the following:

	Technical Characteristics	
i	Slices per rotation (acquisition)	32 slice or more
ii	Reconstructed Slices	40 slice or more
iii	Sub millimeter slice thickness @ mm	0.55mm or more
iv	Gantry aperture	65 cm or more
v	X-Ray Generator frequency (in kW)	24 kW or more
vi	X-Ray Tube heat storage capacity (in	3.5 MHU or more
vii	Physical rows of Detectors (in nos.)	16 rows or more

- II. The CT Scanners should be US FDA Certified or European CE approved with iterative reconstruction technology.
- III. Original company certified software as may be required for the provision of CT Scan Services, the Strategy Partner shall ensure the availability of requisite software required to perform CT Scan tests as mentioned in the Agreement. The CT Scan unit must be able to conduct tests in detail as may be required. There should not be any incidence of denying any test or analysis (as listed in Article-2 of the Agreement) of a test due to non-availability of software.

SCHEDULE C - APPLICABLE PERMITS

The Strategy Partner shall procure (and renew as required) all Applicable Permits required from any Government Instrumentality, under the Applicable Laws, for the performance of its obligations under this Agreement, including but not limited to the compliances required under:

Sr. No.	Licenses/ Permits
1.	The AERB guidelines and norms as issued from time to time; and
2.	Any other applicable permit under the Applicable Laws, as required from time to time.

SCHEDULE D- TESTS

The following tests shall be conducted on completion of setting up of CT Scan Equipment and software:

- a. User Acceptance Testing and completion of one or two satisfactory CT Scan Tests on each CT Scan machine and using the CT Scan Equipment
- b. Deployment of Software & operation and networking at the Facilities
- c. Obtain STQC certification
- d. any other criteria prescribed by the HLL