

REQUEST FOR QUOTE

Document for

IDENTIFICATION OF STRATEGIC PARTNER
FROM EMPANELLED FIRMS FOR ESTABLISHING
AND OPERATING MRI FACILITY AT MANJERI

RFQ No: HLL/HCS/RFQ/2023-24/10 Dated 06-12-2023



HLL LIFECARE LIMITED

(A Govt. Of India Enterprise)

CIN : U25193KL1966GOI002621

HLL Bhavan, Poojappura,

Thiruvananthapuram -695012, Kerala, India

Tel: 0471 2354949, email: hcstenders@lifecarehll.com

www.lifecarehll.com

NOTICE INVITING REQUEST FOR QUOTE (RFQ) FOR IDENTIFICATION OF STRATEGIC PARTNER FROM EMPANELLED FIRMS FOR ESTABLISHING AND OPERATING MRI FACILITY AT MANJERI

HLL Life care Limited, a Government of India Enterprise, invites financial quotes from empanelled firms for establishing and operating MRI facility at Manjeri, Kerala under the terms and conditions laid out in this RFQ document. Brief details are as below.

RFQ No	:	HLL/HCS/RFQ/2023-24/10 Dated 06.12.2023
RFQ PUBLISHING DATE	:	06.12.2023
LAST DATE AND TIME FOR RECEIPT OF RFQ	:	20.12.2023, 14.00 hours
TIME AND DATE OF OPENING OF THE RFQ	:	21.12.2023, 14.00 hours
EMD	:	Rs. 40 Lakhs
PLACE OF OPENING OF RFQ	:	HLL LIFECARE LIMITED HLL BHAVAN, POOJAPPURA, THIRUVANANTHAPURAM, KERALA- 695012 PHONE NO: 0471 2354949
ADDRESS FOR COMMUNICATION	:	DGM (HCS) HEALTHCARE SERVICES DIVISION HLL LIFECARE LIMITED, HLL BHAVAN, POOJAPPURA, THIRUVANANTHAPURAM, 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

The Healthcare Services Division (HCS) of HLL 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. Further, this empanelment was expanded through an EOI No: HLL/ HCS/EOI/2023-24/01 dated : 09.05.2023

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 intends to set up a 1.5 Tesla MRI scan facility at Manjeri, Kerala. HLL has already identified commercially potential location for setting up this MRI scan facility and hired the premises. This MRI centre function as part of the HINDLABS Diagnostic centre being set up in the identified premises.

Through this RFQ, HLL intends to identify and engage a Strategic partner for establishing and operating the above mentioned MRI centre from its panel of strategic business partners for medical imaging services. The contract period shall be for ten Years and shall be extended on yearly basis, after a review of performance by the Strategic partner.

3.1 Scope of Strategic Partner

- To provide all services specified in the Scope of Work of this RFQ (Detailed Scope of work is given at Annexure-1) with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry.
- To set up 1.5 Tesla Magnetic Resonance Imaging (MRI) centre as per the requirement of HLL in the space provided by HLL by incurring all capital expenses including the turnkey work for setting up the MRI facility, providing all necessary infrastructure & accessories essential for the performance of the scope of work, Up-time management of the machines etc as per the requirement of HLL.
- Meet all the operational maintenance and other recurring expenses, including rent of the space, during the day to day execution of the project
- To do the required civil, electrical, other required infrastructural modifications & interior furnishing works of the space provided by the HLL and time to time maintenance of the premises.
- To procure and install a new 1.5 Tesla MRI machine as per the specifications provided by HLL. Refurbished machines are not acceptable.
- To employ appropriate advanced technology, systems, best practices, safe and effective equipment, machinery, material, and methods. The Strategic partner

shall always act, in respect of any matter relating to this assignment, as faithful advisors to the HLL and shall, at all times, support and safeguard the HLL's legitimate interests in any dealings with third parties.

- Ensuring uninterrupted operations during period of engagement
- Any other related work assigned by HLL for smooth setting up and execution of project.
- Meet all statutory and regulatory guidance and requirements
- Maintain the quality standards and the strict adherence to the SOP/protocols
- Daily, Weekly, monthly Reports and Coordination with all stakeholders.
- To maintain highest quality standards for the service delivery to beneficiaries at all times.
- Business development in public and private sectors.
- Ensure that all branding activities for the MRI facility is done in-line with the existing models of HCS division to maintain uniformity.

3.2 Scope of HLL

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

3.2 Revenue Sharing Model

- a) HLL intends to execute this project on a revenue sharing basis.
- b) Strategic partner has to provide services as detailed in Scope of work.
- c) HLL will collect payment against the scan services from patients directly.
- d) Against the revenue generated from the MRI facility, HLL will retain the revenue share as agreed by Strategic partner through their financial bid. Remaining amount, after deducting all expenses incurred by HLL, will be released to strategic partner.
- e) Strategic partner must complete all its obligations and facilitate the timely submission of monthly invoice by HLL, through providing necessary documentations and payment certifications.

- f) Any expense incurred to HLL on account of operations or other with respect to this project is to be reimbursed to HLL.
- g) 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.
- h) The evaluation for the project would be done of the basis of offered revenue share percentage to HLL. The bidder who offers highest revenue share (H1 bidder) would be finalised as Strategic partner for this project.

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

Period of engagement will be terminated on completion of the project or closure of the project by HLL's Clients after issuing sufficient notice period to HLL as per the agreement terms.

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

3.3 General Terms and Conditions

1.	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, statue, rules or regulations as to the accuracy, reliability or completeness of this request, even if any loss or damage is caused by any act or omission on its part.
2.	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.
3.	On submission of financial bid, participant confirms its acceptance to all terms and conditions of RFQ and scope of work.
4.	On submission of financial bid, participants must ensure and confirms to HLL that they have complied with applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal

	liabilities which in the aggregate have or may have an adverse Effect on its ability to perform its obligations under the scope of work of this RFQ
5.	RFQ participants are requested to keep the information and details strictly confidential.
6.	HLL shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their RFQ and other expenses.
7.	HLL reserves the right to deal with the proposal in any manner without assigning any reasons for the same. The decision of HLL in this regard shall be final.
8.	The Bidder to indemnify HLL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.

4. **SUBMISSION OF BIDS**

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

The tender is invited in 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

5.10.1 Bidders are required to register in the Government e-procurement portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.

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

5.10.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

5.10.4 They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class II or above digital certificate or above with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.

5.10.5 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.

5.10.6 Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

5.10.7 The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant

information as asked for about the firm/contractor. The bidders, who submit their bids for this RFQ after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this RFQ.

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

5.10.9 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

5.10.10 Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this RFQ.

5.11 Searching for RFQ Documents

a) There are various search options built in the CPP Portal, to facilitate bidders to search active RFQs by several parameters. These parameters could include RFQ ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for RFQs, wherein the bidders may combine a number of search parameters such as Organization

b) Once the bidders have selected the RFQs they are interested in, they may download the required documents/RFQ schedules. These RFQs can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the RFQ document.

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

5.12 Preparation of Bid

a) Bidder should take into account any corrigendum published on the RFQ document before submitting their bids.

b) Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.

- c) Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.
- d) If the addendum thus published does involves major changes in the scope of work, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the addendum published.
- e) Please go through the RFQ document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 5.13 More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>
- 5.14 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -
- 5.15 For any technical related queries please call at 24 x 7 Help Desk Number: 0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787 Note:- International Bidders are requested to prefix +91 as country code E-Mail Support: For any Issues or Clarifications relating to the published RFQs, bidders are requested to contact the respective RFQ Inviting Authority Technical - support-eproc@nic.in, Policy Related - cPPP-doe@nic.in
- 5.16 Bidders are requested to kindly mention the URL of the portal and RFQ ID in the subject while emailing any issue along with the contact details.
- 5.17 Any queries relating to the RFQ document and the terms and conditions contained therein should be addressed to the RFQ Inviting Authority for a RFQ or

the relevant contact person indicated in the RFQ. Address for communication and place of opening of bids:

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

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

The RFQ process shall consist of the following stages:

- i. Downloading of RFQ document: RFQ document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
- ii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.

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

6. DEADLINE FOR SUBMISSION OF THE RFQ FOR INTERESTED BIDDERS

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

6.2 The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations previously subject to the original date will then be subject to the new date

of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

6.3 Modification, Resubmission and Withdrawal of RFQs

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

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

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

7. BID OPENING AND EVALUATION

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

8. BID OPENING PROCESS

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

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

9. CONFIDENTIALITY

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

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

10. BID VALIDITY

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

11. BID SECURITY (EMD)

- 11.1 Bidder has to submit EMD of Rs. 40,00,000 (FORTY LACS) as bid security for this RFQ. EMD shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

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

- 11.2 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 initialed by the person or persons signing the bid.

12.2 The Interested bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. Any bidder who fails to comply with this clause will be disqualified.

13. NOTIFICATION OF AWARD :

13.1 Successful participant after evaluation of financial bid will be notified through a Notification of Award issued by HLL.

13.2 Selected participant has to submit performance security as specified in this RFQ

13.3 After receipt of performance security an agreement will be entered with the successful participant.

14. DURATION OF ENGAGEMENT

Period of engagement will initially be for 3 (Three) years and may be extended for a period of 9 years (3+3+3) as per the project duration, subject to satisfactory performance by the party. The HLL reserves the right to increase or decrease the project as deemed necessary as per the same terms and conditions of this agreement.

15. 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.

16. PERFORMANCE SECURITY

16.1 The selected strategy partner has to submit an irrevocable and unconditional guarantee from a Bank for a sum as mentioned in the Notification of Award 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 HLL against the Performance Security.

16.2 Appropriation of Performance Security

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

16.3 Release of Performance Security

The Performance Security shall remain in force and effect for the entire period of

the Agreement, shall be released after 90 (ninety) days of Transfer Date in accordance with the Agreement with Strategy Partner.

17. COURT JURISDICTION:

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

18. 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/Strategic partners 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.

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

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

19.5 HLL reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the purchaser's action.

20. 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.

21. 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.

22. PAYMENT TERMS

- 22.1. HLL will collect payment against the scan services directly from the patients.
- 22.2. From the total revenue generated from the MRI scan facility, HLL will retain the revenue share as agreed by Strategic partner through their financial bid. ALL expenses incurred by HLL and if any penalties imposed by HLL on account of operational shortfalls will be deducted from the payment to strategic partner. HLL will release payments to Strategic partner within 30 days of receipt of invoice from them.
- 22.3. In the event of the HLL noticing at any time that any amount has been disbursed wrongly to the Strategic partner or any other amount is due from the Strategic partner to the HLL, the HLL may without prejudice to its rights recover such amounts by other means after notifying the Strategic partner or deduct such amount from any payment falling due to the Strategic partner. The details of such recovery, if any, shall be intimated to the Strategic partner. The Strategic partner shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the HLL.
- 22.4. The HLL shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Strategic partner where the HLL disputes such invoice or part of it provided that such dispute is bonafide. The withheld amount shall

be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure. Any exercise by the HLL under this section shall not entitle the Strategic partner to delay or withhold the services to be rendered as per the agreement.

- 22.5. All payments agreed to be made by the HLL to the Strategic partner in accordance with the Services shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The Strategic partner shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this agreement.

23. TAXES

- 23.1. The Strategic partner shall bear all personnel taxes levied or imposed on its personnel, or any other member of the Strategic partner's team, etc. on account of payment received under this agreement. The Strategic partner shall bear all corporate taxes, levied or imposed on the Strategic partner on account of payments received by it from the HLL for the work done under the scope of work
- 23.2. The Strategic partner agrees that it shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the scope of work
- 23.3. Should the Strategic partner fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, the Strategic partner shall pay the same. The Strategic partner shall indemnify the HLL against any and all liabilities or claims arising out of this engagement for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Board / Strategic partner.

ANNEXURE-1

SCOPE OF WORK OF STRATEGIC PARTNER

A. Background of the project

HLL intends to set up a 1.5 Tesla MRI scan facility at Manjeri, Kerala. HLL has already identified commercially potential location for setting up this MRI scan centre and hired the premises. This MRI centre function as part of the HINDLABS Diagnostic centre being set up in the identified premises.

Through this RFQ, HLL intends to identify and engage a strategic partner for establishing and operating the above mentioned MRI centre from its panel of strategic business partners for medical imaging services. The contract period shall be for Ten Years and shall be extended on yearly basis, after a review of performance by the Strategic partner.

B. General Scope

1. The strategic partner shall invest and set up a 1.5 Tesla MRI scan facility as per the requirement of HLL. The Strategy Partner shall be responsible for procurement, installation, maintenance and upkeep of a new Magnetic Resonance Imaging (1.5 Tesla or more) machine and associated equipment at the space provided by HLL at Manjeri, Kerala. Strategic partner at their cost shall set up a facility suitable for performing MRI scans at the rented space provided by HLL by refurbishing it and all civil works, electrical works, procurement of other infrastructure and all other activities pertaining to this shall be under the scope of the strategic partner. Other responsibilities shall include the following.
 - 1.1. Prior to commencement the MRI Scan Services, the Strategic Partner shall submit to the HLL its design, methodology, Equipment specifications, quality assurance procedures, installation time schedule for completion of the setting up of MRI Scan Services, which shall include setting up of MRI Scan machines.
 - 1.2. The Strategy Partner shall make complete arrangements (including procurement of MRI Scan machine (1.5 Tesla or more) with respect to compliance with AERB and Medical Imaging Standard No. CEA/ MIS – 028 to make the Facilities operational. Strategy Partner must obtained HLL concurrence regarding the make,

model and specification of the machine prior to procurement. Along with the above-mentioned requirements the Strategy Partner shall ensure prior to providing the MRI Scan Services that the MRI Scan machine being installed for each of the Facilities should be new, should be CE certified /USFDA approved or any other equivalent Indian standard and a declaration that the MRI Scan machine is new and operational shall be submitted by the Strategy Partner.

- 1.3. Strategic partner should ensure that the offered equipment including products & services should be scalable, configurable, capable, and upgradable to suit the ever-increasing need and requirement of the concerned facility. Machine must be new and Refurbished machines are not acceptable.
- 1.4. Strategic Partners will be responsible for internal/ external furnishing as per MR safety guidelines including air conditioning, electrical, civil, plumbing, fire & safety, furniture and other related works as required by HLL. The area/location/room(s) allotted shall be aesthetically furnished /built as per national/regional/local mandatory compliances. The plans , CAD drawings shall be shared with HLL at all times.
- 1.5. Ensure that it procures DG set of minimum 120 KVA or higher capacity as may be required at the Facility for uninterrupted MRI Scan Services and also a system to control voltage fluctuations so as to ensure that uninterrupted MRI Scan Services can be provided to the Patients. DG set has to be installed with canopy and automatic changeover switch.
- 1.6. Strategic Partner at its own cost shall provide all necessary and required allied and ancillary equipment such as Refrigerator, Air Conditioner, Pressure Injector, Computer, Film Printer, UPS Online/Sine Wave including batteries (as per required load), life saving/monitoring items, Crash cart with necessary emergency medicines, Suction Apparatus, Pulse Oximeter, MRI compatible - oxygen cylinders, cylinder trolleys, Wheel chairs, patient trolleys, Metal detectors & other required equipments, MR Signages, IT/hardware, LAN connections, CCTV , RIS integration, SMS Alert facility, Online reporting, Furniture & Fixtures, etc. along with other relevant accessories as and when required.
- 1.7. Strategic Partners must complete the process of refurbishing the facility, procuring the equipment and accessories and complete installation of the same and start patients service within 4 months from the date of handing over ready to use space. The activity of turnkey works of the imaging centre shall be started within 15 days and shall be completed in all aspects so as to commence the operations within the timeline of 90 days from the date of issue of Notification of

- Award. The Party shall take the consent for layouts and have to carry out the necessary turnkey works in consultation with HLL.
- 1.8. The equipment once installed by the strategic partner shall not be moved or shifted to any different location or premises during the engagement period without the prior mutual understanding between the Parties. The on time maintenance of all equipment and the AMC/CMC for the existing machines shall be under the scope of strategic partner.
 - 1.9. Strategy Partner must provide and facilitate adequate training to the technicians and other staff employed in the facility. Soon after completion of installation, Strategy partner will facilitate training to the staff through technical personals from manufacturer detailing operation and maintenance of the installed equipment and facility. The training by application specialist is required for minimum two weeks. Further, for any new protocol execution, availability and guidance of the application specialist in online mode has to be ensured.
 - 1.10. Time to time upgrades in software and equipment has to be made aware and updated to the staff promptly.
 - 1.11. Strategic partner must ensure and arrange the required regulatory permissions, if any for providing the MRI Scan Services in accordance with the applicable Laws, required Statutory Permissions and Good Industry Practice.
 - 1.12. The Strategic Partner shall maintain adequate insurance cover as prudent in accordance with Good Industry Practice for hedging risks related to the Patients, Personnel or the MRI Scan Equipment. The Strategic Partner will obtain and maintain insurances within one month of start of operation of the services as per Good Industry Practice for the premises including the equipment, insurances against damages to property due to force majeure, insurances against theft and loss of equipment and such other insurances as are required for the Services undertaken by the Strategic Partner.
 - 1.13. 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 Strategic Partner.
 - 1.14. Strategic partner shall upgrade/add imaging equipment and ancillary equipment as and when required and shall not be limiting to the initial installation of equipment. All the installations shall be with concurrence from HLL & AIIMS and should meet the quality requirements.
 - 1.15. 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.

- 1.16. Strategic partner shall be free to take away the assets installed by Strategic Partner from the facility after completion or termination of the agreement, subject to approval from HLL.
 - 1.17. Strategic partner does not have any claim on the premises provided by HLL
2. Maintain the MRI 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 entire Term of engagement, the Strategic Partner shall maintain the MRI Scan Equipment in accordance with the Manufacturer Manual and Good Industry Practice for the purpose of providing uninterrupted MRI Scan Services. In case the machine is out of order/ broken down, the troubleshooting and repair should be arranged within 72 hours. Any sort of breakdown beyond 96 hours will invite a penalty. The penalty amount is calculated as follows

The average number of scans and revenue generated per day in the previous month will be calculated and penalty amount will be arrived by multiplying the average number of scans per day and the average revenue generated per day with the number of days of breakdown over the initial 72 hours , pro-rata.

Strategy partner must ensure uptime of other ancillary equipment available in the MRI centre. Strategy partner should enter in to AMC contracts for ancillary equipment also to ensure break-free operation. The expenses incurred for HLL in emergency maintenances of any equipment or accessories required for the smooth operation of the centre will be recovered from the Strategy partner. The circumstances and estimated cost of maintenance shall be intimated to the Strategy partner in advance.

The overall breakdown period should not go more than a week. If such a long breakdown period is happening then the party has to arrange alternate options for doing the MRI scan by taking the patients referred by the hospitals in an ambulance to other nearby MRI scan services.

In a year the total breakdown duration should not exceed 4 weeks or 28 days. If shutdown extends beyond 30 days in an year due to technical and/or administrative reasons on the part of Strategic partner, HLL will have the right to terminate the agreement.

The obligations of the Strategic Partner in this regard shall also include, but not limited to:

- a) Ensuring safe, smooth and uninterrupted operation of MRI Scan Equipment; Providing round-the-clock (24 hrs) response, at all the time during the Term,
- b) Responding to emergencies/issues arising with respect to the performance of the MRI Scan Equipment, as per the Specification and applicable Standards.
- c) Carrying out periodic preventive maintenance and ensuring that MRI Scan Equipment and the MRI Scan machines at each of the Facilities remains in good working condition;
- d) Post warranty, Strategy partner, at his cost, has to ensure to place the equipment under Comprehensive annual maintenance Contract with the equipment supplier during the entire tenure of engagement.
- e) Undertaking routine maintenance to ensure undisrupted operation of the MRI Scan Equipment and the MRI Scan machines for the MRI Scan Services;
- f) Submission of the maintenance plan for the project before the Commencement of Operations Date.
- g) Adhering to the guidelines issued by HLL from time to time with respect to the Project, if any;
- h) Adhering to the guidelines issued by Government of India from time to time with respect to the Project, if any;
- i) 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. Operational obligations

- 3.1. All the operational and maintenance cost relating to functioning of MRI scan services including the cost of deployment of the personnel will be borne by the Strategic Partner. Strategy partner should bear and pay all costs, expenses and charges in connection with or incidental to the performance of their obligations.
- 3.2. HLL shall recruit all the technical and non-technical manpower for the smooth operation of the centres as per the HR policy of HLL. The cost towards the manpower utilisation shall be debited to the operation cost of the project.
- 3.3. In case medical, technical and other personnel for operation and management of the services are engaged by the Strategic partner in accordance with the relevant Clinical Establishment Acts and Norms.
- 3.4. Upon requirement from HLL, Strategic partner shall carry out any up gradation of MRI Scan Equipment and curing of Defect(s) in any MRI Scan Equipment and replacement of the MRI Scan Equipment if required, during the Term.

- 3.5. Maintaining all communication, control and administrative systems necessary for the efficient functioning and maintenance of the MRI Scan Equipment; Complying with Security and Safety Requirements in accordance with agreement/NOA with HLL and Strategy partner
- 3.6. 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 Strategic Partner by the HLL.
- 3.7. Strategy partner should keep adequate inventory (minimum 45 days stock) of the consumables at the MRI centre required for performing MRI Scans.
- 3.8. HLL has rate contracts with certain suppliers for radiographic films, contrast medicines and other consumables; if those items are procured by HLL then the cost incurred towards these procurements shall be reimbursed from the Party on monthly basis or shall be adjusted with the payable to the Party. The party can also directly procure and deliver the above-said items of the same quality mandated by HLL in a timely manner. In that case, the expense of items shall not be deducted from the operational expense.
- 3.9. HLL shall make the payment for regulatory requirements, internet, manpower cost, utilities like electricity, water, branding, administrative activity, basic stationery, Teleradiology Reporting, RISPACS charges, and any other expenses for the functioning of the unit, and the same shall be recovered from the Strategy Partner by HLL.
- 3.10. Strategic partner shall install a Radiology Information System (RIS) & Picture Archiving and Communication System (PACS) as per requirement with Bi-Directional Interfacing of the equipment along with its integration with HLL's softwares. The interface should work seamlessly with the LIS/RIS of HLL. Reports shall be available through SMS, Web reporting, hard copy. Strategic partner shall provide the required IT support by providing essential computer hardware and networking devices, for online reporting, patient alerts, and Queue management system in the facility. Minimum 95% Uptime time has to be ensured for all softwares and related services provided by Strategic Partner.
- 3.11. Strategic Partner, in consultation and confirmation from HLL, shall provide complete Supply-chain and Vendor management for ensuring uninterrupted supply of necessary consumables items to be used in the operations of imaging at its own cost. The technical specifications provided by HLL shall be followed.

- 3.12. Appropriate and approved software packages will be installed by the Strategic Partner to for proper functioning of MRI facility. Strategic Partner shall also ensure that the MRI scan reporting can be integrated for the Teleradiology software as required by HLL
- 3.13. Business development activities including marketing, promotional activities and CMEs.
- 3.14. Strategic partner shall ensure quality control as per guidelines for running internal quality control or external quality control at no additional cost as per the requirement of HLL. Quality Control arrangement can be checked by any authority of HLL at any point of time. Strategic partner shall help and support the HLL in adoption and implementation of NABH/ NABL protocols and NABH/ NABL accreditation.
- 3.15. The party has no role in the other operations run by HLL in the same premises.
- 3.16. The reception counter is already established by HLL and the same can be used for the MRI Scan operation too.
- 3.17. Day to day operations of the MRI Scan facility and Services will be done by HLL in coordination with Strategy Partner.
- 3.18. The billing of the MRI scans will be done as per the rates mentioned in Annexure-2 of this NOA. The rates shall be revised every two years.
- 3.19. Strategic Partner shall ensure that the services are operational 24x7 during tenure of engagement, irrespective of Sundays or public holidays.
- 3.20. If the Strategic Partner fails to execute the terms as per scope of work within the stipulated timelines, HLL will have the right to levy liquidating damage of Rs.5000/day.
- 3.21. HLL will have the right to do tele radiology reporting of the cases. In such cases the fee shall be deducted from the SP.
- 3.22. HLL shall conduct a half-yearly performance evaluation of the Strategy partner, and in case of non-satisfactory performance, HLL has the sole discretion of deciding the continuity of the contract.
- 3.23. 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.
- 3.24. The Strategy Partner shall ensure confidentiality of all the data generated/ collected/ developed as a part of this Project. The Strategy Partner will comply with confidentiality and privacy laws relevant to patent Details.
- 3.25. Maintain the quality standards followed and implemented by HLL and will follow the SOP's implemented by HLL for Medical Imaging service.

- 3.26. 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.
- 3.27. Strategic Partner must abide by the applicable statutory rules, guidelines, policies and undertake all statutory responsibilities with respect to the function of MRI scan facility.
- 3.28. If in case of the Strategic Partner undergoes a corporate restructuring of any form, the restructured entity will be obliged to continue to provide services to HLL during the contract period. The Strategic Partner shall undertake that the clauses mentioned below will govern service continuity under this agreement concerning Corporate Restructuring actions involving:
- 3.28.1. In the event of any change in the management of the Strategic Partner, they will be obliged to continue to provide the services under this agreement.
- 3.28.2. In the event of Acquisition or Merger of the Strategic Partner by a Third Party, the Strategic Partner will ensure that the resulting entity is obliged to provide the services envisaged under the Notice of Award issued to them.

ANNEXURE-2

Sl. No	Procedure	Tariff (Rs)
1	MRI-Head/Neck/ Brain	3500
2	MRI- Spine	3500
3	MRI of Joint femur/finger	3500
4	MRI - Abdomen/MRCP/Chest	4000
5	MRA/MRV/MRS (Peripheral)	4000
6	Cardiac MRI	4000
7	Follow up study (within 8 weeks of previous scan)	2000
8	Radiotherapy planning	1800
9	Whole Spine Screening	1700
10	Screening Charges for any other part along with a full MRI study	1000
11	MRA/MRV (along with a full MRI study)	1000
12	MRS/ Perfusion along with a full MRI study)	1500
13	Whole body scanning	18000
14	Contrast Medicine charge	1000
15	Contrast Processing fee	500
16	CD writing	50
17	Brain Screening	1000
18	Additional MRA/MRV/MRS	1000
19	Extra film	Rs. 200/- per film