

**INVITATION FOR EXPRESSION OF
INTEREST FOR STRATEGIC
PARTNERSHIP WITH HLL INFRA TECH SERVICES LIMITED.
FOR
MEDICAL EQUIPMENT MAINTENANCE SERVICE.**



HLL INFRA TECH SERVICES LIMITED (HITES)
(A fully owned subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)
B-14/A, Sector-62,
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DISCLAIMER

HLL Infra Tech Services Limited (HITES) has prepared this document to give interested parties background information on the Project. While HITES have taken due care in the preparation of the information contained herein and believe it to be accurate neither HITES, nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information in submitting an EOI. The information is provided on the basis that it is not binding on HLL Infra Tech Services Limited, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

HITES reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party expressing interest.

No reimbursement of cost of any type will be paid to persons or entities expressing interest.

1. Expression of Interest (EOI)

HLL Infra Tech Services Limited (HITES) invites EOI from eligible bidders for empanelment as their Strategic Partners for Bio Medical Equipment Maintenance in various institutes, hospitals, medical colleges, states and UTs etc.. Interested bidders are requested to visit <http://www.lifecarehll.com/tender>, for bid documents, qualification criteria etc. Any amendment, update will be published in the above websites only.

Interested companies or consortia are requested to forward their EOI in sealed envelope super scribing "EOI for Strategic Partners for Bio Medical Equipment Maintenance" along with demand draft of Rs.5000/- in favor of "HLL Infra Tech Services Limited (HITES)" payable at NOIDA. EOI's may be submitted on or before 30th August, 2016 upto 17:00 hrs to the below address:

**CEO
HLL INFRA TECH SERVICES LIMITED (HITES)
B-14 A, SECTOR 62
NOIDA, UP- 201307
TEL: 0120 4071500**

2. About HLL & HITES

HLL Lifecare Limited (HLL) is a Government of India Enterprise under the administrative control of Ministry of Health & Family Welfare (MoHFW). HLL offers various products and services to its Clients. Its products include Condoms and Contraceptives, Hospital Products, Pharma products, Vaccines etc and services includes Infrastructure Development, Procurement consultancy and Facility Management.

HLL in order to focus on the services business viz. Infrastructure Development, Procurement consultancy and Facility Management, formed a fully owned subsidiary, **HLL Infra Tech Services Limited (HITES)**. HITES is offering comprehensive services, primarily in Healthcare Sector in the following areas:

- Infrastructure Development
- Procurement Consultancy
- Facility Management
- Biomedical Engineering Services

Infrastructure Development: Offers comprehensive service from concept to completion in setting up any healthcare facility. HITES has a full-fledged design wing, proven expertise in medical architecture.

Procurement consultancy: Offers services for the procurement of medical equipment including supply installation, testing, commissioning and maintenance during warrant/ and CMC period.

Facility Management: Provides facility management services (operation & maintenance) of buildings and allied infrastructure as well soft services like housekeeping, patient reception and management, security etc.

Bio-Medical Engineering: Provides services in Testing & Calibration, Third Party Inspection, Specification Portal and Medical Equipment Maintenance, EMI/EMC Testing facility for medical equipment.

Uniqueness of HITES is that it provides comprehensive services viz. **Design, Built, Procure, Install, Commission and Maintaining** the Healthcare facilities.

HITES has **expertise** in building **Super Speciality Hospitals** and we are one of the **largest** Medical Equipment **Procurement house** in the Country.

Ministry of Health & Family Welfare, GOI has declared HITES as it “Executing Agency”.

3 SCOPE OF WORK

- To take up Biomedical equipment and devices maintenance (BMEM) as per scope to be defined on the basis of assignments.
- Technical Assistance.
- To run a call Centre for complaint login, closure and other support facilities to client.

The scope of work specified above is in general and may vary. Actual scope of work and terms and conditions related to BMEM will be issued to empanelled Strategic partners based on the specific assignment received.

4 ELIGIBILITY CRITERIA

General requirement	<ul style="list-style-type: none"> i. Interested parties may be a sole organization or a group of maximum 2 organizations coming together forming a consortium to implement the Project. ii. The party/ parties should be registered as a legal entity and should be having of 2 years of experience in medical equipment maintenance with satisfactory performance.
Technical Capacity	<ul style="list-style-type: none"> i. The party, independently or under consortium should have experience in satisfactorily maintaining Bio-medical equipment under any categories of medical equipment/ devices, such as, Radiology, Cardiology, Nephrology, Neurology, Othropedics, Paeditrics, Obs & Gyneacology, Onchology, OT, MGPS, Ophthalmology etc. ii. The party should have adequate number of biomedical engineers/clinical engineers under their own payroll.
Financial Capacity	<ul style="list-style-type: none"> i. The party, independently or under consortium should have robust financial capacity and have an average annual turnover of Rs. 1 crore during the last two years

5 CONFLICT OF INTEREST

The selected Strategic Partner shall not engage in activities that are in conflict with interest of the client (HITES) 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 HITES/HLL staff who are directly or indirectly involved in this assignment will not be awarded the assignment. A declaration in this regard shall be submitted along with EoI.

6 DOCUMENTS REQUIRED

- i. Registration details of the constitution of the firm/ incorporation details.
- ii. Copies from the client certifying their services of the Project/ Govt. Corporation as specified in technical requirement.
- iii. Brief presentation of your enterprise including number of staff, turnover, years in BMEM business.
- iv. Organization structure and CVs of key team members;
- v. Balance sheet/ annual report for last three years; ;
- vi. Copy of Certificates and license owned by Company like ISO and other quality related license.

7 IN ADDITION TO THE ABOVE THE APPLICATION SHALL CONTAIN/ COMPLY THE FOLLOWING:

- i. Demand Draft for Rs. 5000/- (Non Refundable) towards cost of administrative and processing fee in favor of HITES.
- ii. Duly filled in application.
- iii. Documentary evidence in respect of the eligibility criteria.
- iv. Signed copy of this EOI, as proof of acceptance of Terms and Conditions.
- v. Declaration that the applicants have not been barred / block-listed by any central/ state government Department / Organization / PSUs. (Annexure-2&3)
- vi. Undertaking that the partner is willing to furnishing Tender Fee, EMD money, processing fee and PBG etc. as required by project/client in their BMEM tenders (Annexure -4)
- vii. All pages of the EOI must be serially numbered, properly bounded.
- viii. The methodology and approach that will be adopted in executing the assignment.
- ix. Details of pending litigations and contingent liability if any that could affect the performance of the applicant under the mandate, as also details of any past conviction and pending litigations against the Strategic Partner/ its partners / Agent and any area possible conflict of interest.

The above particular should be provided year wise (wherever applicable), for the last three years.

x. The following certificates may be furnished:

“We certify that there has been no conviction by a court of law or indictment / adverse order by a regulatory authority for any offence against us. It is further certified that there is no investigation pending against us or the CEO / Directors / Managers of our concerned.

It is certified that there is no conflict of interest exist as on date and in future if such a conflict of interest arises we will intimate HITES of the same

8 SPECIAL CONDITIONS

- EMD shall be submitted by the selected partner/ party on behalf of HITES/HLL, while participating tenders for BMEM business
- Selected partner/ party shall be submitting back to back Performance Bank Guarantee of required amount in favour of HITES/HLL, if contract is awarded to HITES/HLL.
- Selected partner/ party required to set up centralized call centres, if the same is a necessity of the project.

9 SEALING OF APPLICATION

The Application shall be sealed in a single large envelope and submitted on or before the last date and time for submission of the Application as specified in this EOI.

10 RIGHT TO ACCEPT/REJECT ANY OR ALL APPLICATIONS

HITES/HLL reserves the right to accept or reject any or all Applications and to annul the qualification process at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

11 EVALUATION CRITERIA:

The selection of the strategic Partner shall be based on fulfilling the Eligibility Criteria as mentioned in clause 4 , the documents submitted as required in the Annexure(s), and a presentation (if HITES desires) before a committee that will evaluate and recommend the selection of the successful strategic Partner. The decision of HITES in selecting the strategic Partner shall be final and binding. HITES may like to further negotiate and fix other terms and conditions with the successful strategic Partner. HITES/HLL reserves the right to accept or reject the EOI either in part or in full without assigning any reason for the same.

12 TENURE OF ENGAGEMENT FOR EMPANELMENT

The empanelment shall be valid for a period of Three years extendable up to Two years. However, HITES/HLL reserves the right to curtail or extend this period at its sole discretion. The agency empaneled with HITES can also be considered as empaneled with HLL for the same purpose at the discretion of HITES /HLL

13 MODE OF ASSIGNING WORK:

The Company/ Agency shortlisted through above process will be empanelled with HITES/HLL as Strategic partner as per Para 11 above, primarily for the work of Bio-Medical Equipment maintenance. The work will be awarded as and when the opportunity comes through calling request for proposal or by taking presentation on approach / methodology or by one to one discussion as the requirement / situation may be. The decision of HITES /HLL will be final in this regard. Thereafter, the selected party will be required to enter into an Agreement.

14 ACCOUNTABILITY OF THE PARTNER:

Performance of the Strategic Partner shall be judged based on performance/ execution of work.

15 STANDARD OF PERFORMANCE:

The Strategic Partner shall perform the Services and carry out the obligations with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices and shall observe sound management practices. The Strategic Partner shall always act, in respect of any matter relating to this contract or to the services, as faithful adviser to HITES/HLL and shall at all-time support and safeguard its legitimate interests in any dealings with the third parties.

16 CONFIDENTIALITY:

Except as provided, the Strategic Partner must not disclose, divulge or make public or shall personally use for his gain any of the materials, processes, accounts, transactions dealings, and information etc. without the prior written consent of HITES/HLL. In this regard, the successful Strategic Partner will require to sign a Non- disclosure agreement (NDA) before issue of Award.

17 TERMINATION:

HITES/HLL has the right to terminate the empaneled Strategic Partner at any time on giving notice of one month to the Partner without assigning any reason what so ever.

18 APPLICABLE LAW:

This agreement is governed by and interpreted in accordance with the laws of India for the time being in force.

19 FIARNNESS AND GOOD FAITH:

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measure to ensure the realization of the objectives of this Contract.

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their

intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

20 RESOLUTION OF DISPUTES:

If dispute or difference of any kind shall arise between the HITES/HLL and the Strategic Partner in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultants.

If the parties fail to resolve their disputes of differences by such mutual consultation within twenty-one days of its occurrence or its intimation of occurrence whichever is later, then either the HITES/HLL or the Strategic Partner may give notice to the other party of its intention to commence arbitration, as hereinafter provided, the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. Such dispute or difference shall be referred to the sole arbitrator appointed by the CEO of HITES or his authorized representative. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award. The venue of arbitration shall be Delhi/New Delhi (India).

APPLICATION FORM FOR STRATEGIC PARTNER

Details of the Bidder	
Name of Organization and Consortium parties	
Type of Legal Entity	
Year of Incorporation/ registration	
Registration Number	
Registered Address	
Correspondence Address & Head Office	
Does Memorandum of Association/ Trust Deed/Articles of Association permit the organization to carry out the business of Bio-Medical Equipment Maintenance	
Number of years of operation in Bio-Medical Equipment Maintenance	
Name of the institution/ Hospitals/Medical colleges etc. where Bio-Medical Equipment Maintenance services are operational	
Number of Service Centers	
Number of Hospital Contracts and total number of beds (copies of hospital contracts to be enclosed)	
Number and types of equipment repaired through Service Centers	
Number of Centralized Call centers (CCCs) / call center operated, if any.	
Location and address of the CCC/ Call Centre, if any.	
Average volume of daily calls received per CCC / call, if any	
Certificates of Satisfactory Performance	

Declaration

(To be executed on a non-judicial stamp paper of Rs. 100/- duly attested by notary public)

I/We certify that the above information is correct and true to the best of our/my knowledge and belief. In the event of any information being found false or incorrect, action can be taken against us.

We declare that we have never been arrested / prosecuted or convicted by a Criminal Court or involved in any other case, registered by the police.

We declare that we have not been barred / black-listed by any central/ state government Department / Organization / PSUs

We also declare that there is no pending litigations and contingent liability against our company.

Place :

Date :

Signature of the applicants

Undertaking

(To be executed on a non-judicial stamp paper of Rs. 100/- duly attested by notary public)

We M/shaving our regd. office at.....affirm as under:

- 1) We confirm compliance with the scope, responsibilities and obligations as mentioned in the EoI.
- 2) We undertake to form strategic partnership with HITES/HLL for doing Bio-Medical Equipment maintenance work in various Healthcare Institutions/ Hospitals/ Medical Colleges/ states / UTS and we also undertake to take work from HITES/HLL if it is completely outsourced to us on back to back basis.
- 3) We undertake to furnishing Tender Fee, EMD money and other charges as desired by various tendering authorities in their respective BMEM tenders.
- 4) We undertake to deposit the back to back PBG as desired by various tendering authorities/ clients as per their BMEM tenders
- 5) We undertake to bear the liaising expense, if any, during the currency of contract or thereafter
- 6) We also undertake to submit any such other documents w.r.t. the requirement of the project, if awarded, and needed by HITES/HLL.

Place :

Date :

Signature of the applicants