

REQUEST FOR QUOTE

Document for

SELECTION OF SERVICE PROVIDER FROM EMPANELED FIRMS UNDER ARTIFICIAL INTELLIGENCE CATEGORY FOR DOOR-TO-DOOR TB SCREENING IN MEGHALAYA

RFQ No: HLL/HCS/RFQ/2024-25/04 Dated 16-11-2024



HLL LIFECARELIMITED

(A Govt. Of India Enterprise)

CIN : U25193KL1966GOI002621

**HLL Bhavan, Poojappura,
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Notice Inviting Request for Quote (RFQ) For Selection of Service Provider from empaneled firms under Artificial Intelligence Category for Door-to-Door TB Screening in Meghalaya

HLL Lifecare Limited, a Government of India Enterprise, invites financial quotes from empanelled firms for new technologies in emerging business areas in healthcare (Artificial Intelligence category) to identify Service Provider for conducting Door-to-Door TB Screening in Meghalaya.

RFQ No	: HLL/HCS/RFQ/2024-25/04 Dated 16.11.2024
RFQ PUBLISHING DATE	: 16.11.2024
LAST DATE AND TIME FOR RECEIPT OF RFQ	: 30.11.2024, 14.00 HRS
TIME AND DATE OF OPENING OF THE RFQ	: 02.12.2024, 14.00 HRS
EMD	: Rs. 13,00,000 (Rs. Thirteen Lakhs)
PLACE OF OPENING OF RFQ	: HLL LIFECARE LIMITED HLL BHAVAN, POOJAPPURA, THIRUVANANTHAPURAM, KERALA- 695012 PHONE NO: 0471 2354949
ADDRESS FOR COMMUNICATION	: AVP i/c & BH (HCS) HEALTHCARE SERVICES DIVISION HLL LIFECARE LIMITED, HLL BHAVAN, POOJAPPURA, THIRUVANANTHAPURAM, KERALA- 695012 PHONE NO: 0471 2354949
EMAIL ID	: hcstenders@lifecarehll.com

**AVP i/c & BH (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 thirteen states.

2. INTRODUCTION

Through a chain of Healthcare Diagnostic centers, 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 centers 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) intended to identify the latest technologies and emerging business segments in healthcare sector and empanel technology partners in such segments who are willing to associate with HLL in their future business plans. Accordingly HLL had invited an Expression of Interest (EOI number: HLL/CHO/HCS/NT/2022-23/04

Dated 14-12-2022) for identification of new technologies in emerging business areas in healthcare and technology partners. This EOI was floated in e-procurement portal of Government of India and after scrutiny the firms who met the EOI qualification criteria were empanelled. As per EOI terms, on case-to-case basis whenever requirement arises, financial offers will be invited from the technically qualified firms against the specific technology for which they are qualified. Final selection will be done based on the weight-age as detailed below.

Sl.No	Overall Criteria	Weightage
1	Technical-Commercial Evaluation	70%
2	Price Bid Evaluation	30%

3. SCOPE OF RFQ:

HLL is the service provider to National Health Mission (NHM), MEGHALAYA for screening of Tuberculosis on door to door basis, during active case finding, health mela etc., with a portable setup consisting of Handled Digital X-ray machine, Detector with DR-Software, Windows Laptop with DR & AI enabled, Mobile Application for image review, Radiologist confirmatory results for abnormal patients, radiographer, Lab technician, 2 wheeler, Sputum Sample Collection and Storage Facility along with stands to hold the X-ray Machine and the DR-plate fitted in a two wheeler to execute home screening on door-to-door basis during active case finding, health mela etc (hereinafter known as “SERVICE”).

Through this RFQ, HLL intends to identify and engage a Service provider, for technology support and assistance in execution of the said project, from its panel of technology partners empanelled under artificial intelligence (hereinafter known as “AI”) category finalised through EOI no. HLL/CHO/HCS/NT/2022-23/04 Dated 14-12-2022.

Detailed Scope of work is given at Annexure-1

3.1 Scope of Strategic Business Partner

- To provide all services specified in the Scope of Work of this RFQ (Annexure-1) with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry.
- To employ appropriate advanced technology, systems, best practices, safe and effective equipment, machinery, material, and methods. The Service Provider shall

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

- Ensuring uninterrupted operations during period of engagement
- Incur necessary capital expenses including the turnkey work of the facilities, providing necessary infrastructure and accessories essential for the performance of the scope of work, Up-time management of the machines etc as per the requirement of HLL.
- Any other related work assigned by HLL for smooth execution of project.
- Meet all the operational and recurring expenses during the day-to-day execution of the project.
- Meet all statutory and regulatory guidance and requirements
- Maintain the quality standards and the strict adherence to the SOP/protocols
- Daily, Weekly, monthly Reports and Coordination with all stakeholders.
- To maintain highest quality standards for the service delivery to beneficiaries at all times.
- Business development in public and private sectors.

3.2 Scope of HLL

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

3.3 Business Model

- a) HLL intends to execute this project on a revenue sharing basis.
- b) Service provider has to provide services as detailed in Scope of work.
- c) As per the agreement with NHM Meghalaya, HLL will receive the payment for the services as per the mechanism detailed in Clause no.22, Payment Terms. For this Service provider must complete all its obligations and facilitate the timely submission of monthly invoice by HLL, through providing necessary documentations and payment certifications.

- d) Against the revenue received from NHM Meghalaya, HLL will retain the revenue share as agreed by Service Provider through their financial bid. Remaining amount, after deducting all expenses incurred by HLL, will be released to Service Provider.
- e) Any expense incurred to HLL on account of operations or other with respect to this project is to be reimbursed to HLL.
- f) Service Provider shall make independent assessment of proposed project and submit their financial quotes. The financial quote of the strategic partners shall specify the revenue share percentage acceptable to share with HLL for this particular proposal. Minimum Revenue share to HLL is fixed as **10.50%**. Bidders shall quote the revenue share to HLL in accordance with the same.
- g) The evaluation for the project would be done on the basis of offered revenue share percentage to HLL. The bidder who offers highest revenue share (H1 bidder) would be finalised as Service Provider for this project.
- h) HLL will have the right to reject proposals if they are found to be unacceptable.

3.4 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, 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.
2.	The process of inviting RFQ is to ascertain 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 confirm 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.
9.	The Bidder shall ensure that there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this project execution or which individually or in the aggregate may result in any material impairment of its ability to perform its obligations.
10.	The Bidder must comply with Applicable Laws in all material respects

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

Envelope –I (Financial bid):

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

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

Note:-

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

5. GENERAL INSTRUCTIONS TO BIDDERS:

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

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

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

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

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

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

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

- 5.8 Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the RFQ Enquiry Document.
- 5.9 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.
- 5.10 Registration
- 5.10.1 Bidders are required to register in the Government e-procurement portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 5.10.2 As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 5.10.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 5.10.4 They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class II or above digital certificate or above with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- 5.10.5 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify /nCode / eMudhra etc.), with their profile.
- 5.10.6 Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- 5.10.7 The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this RFQ after digitally signing using their Digital Signature Certificate (DSC), accept that

they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this RFQ.

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

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

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

5.11 Searching for RFQ Documents

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

5.12 Preparation of Bid

- a) Bidder should take into account any corrigendum published on the RFQ document before submitting their bids.
- b) Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.
- c) Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.

- d) If the addendum thus published does involve 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:

Associate Vice President i/c & Business Head (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 AVP i/c & BH(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 AVP i/c & BH(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 of Rs. 13,00,000 (THIRTEEN LACS) as bid security for this RFQ through 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 Intent/ Purchase order and/or submit the security deposit.
- 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 **SSI/MSME units interested in availing exemption from payment of Tender Fee/EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar.** If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012. But the Party has to provide Performance Security/Security Deposit if Tender is awarded to them.

11.6 The Bid Security deposited will not carry any interest.

12. ALTERATIONS AND ADDITIONS

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

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

13. NOTIFICATION OF AWARD:

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

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

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

14. DURATION OF ENGAGEMENT

Period of engagement will be initially for 12 Months from date of commencement of services which shall come into the force immediately upon issue of notification of award by HLL. Engagement period may be extended further on yearly basis for a period of 3 Years or more on mutually agreed terms unless it is otherwise terminated in accordance with the provisions of this tender or otherwise lawfully terminated

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

The selected Service Provider has to submit an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 3% of the contract value in the form provided by HLL. Until such time the Performance Security is provided by the Service Provider 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 Service Provider. No interest shall be payable by HLL against Performance Security.

Appropriation of Performance Security

Upon occurrence of a strategy partner default, 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 Service Provider. Default. Upon such encashment and appropriation from the Performance Security, the Service Provider 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 Service Provider. 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 Service Provider 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 Service Provider

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 Service Provider.

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/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.

SERVICE PROVIDER will further indemnify HLL from the claims raised by NHM Meghalaya on account of non-performance and or any other actions of the SERVICE PROVIDER during execution of the project.

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 claim payments from NHM Meghalaya by submitting invoices on a monthly basis. In order to facilitate the same, Service provider shall submit necessary documents and data timely and facilitate the HLL's invoice submission on time.
- 22.2. HLL will claim payment from NHM-Meghalaya as per the below-mentioned rates.

S. No	DESCRIPTION	Unit Rate per month (A) (in Rs.)	No. of Service Units (B)	GST @ 18% (C) (in Rs.)	Annual Amount (Inclusive of GST) $D=[(A+C) * B]*12$ (in Rs.)
1.	Leasing Rate per Month	350,000.00	13	63,000.00	6,442,800.00

22.3. HLL will retain the revenue share as agreed by the service provider through their financial bid, from the revenue generated from this project. Remaining amount after deducting all the expenses incurred by HLL and statutory deductions will be released to the service provider. Service provider should raise invoice and HLL will release payments to service provider within 30 days after receiving the payment from NHM.

Special Terms:

- A. Service Provider should assist HLL to submit monthly invoices on or before 5th of each month based on the number of tests performed in a month. Payments shall be made to Service Provider by HLL within 30 days of receipt of payment from NHM Meghalaya against corresponding month.
- B. Taxes extra as applicable as per present GST Tariff or such other Act as may be applicable.
- C. The X-ray machine provided by Service Provider should have capacity to screen 100 X-ray images for a single unit per day.
- D. Service Provider should agree to provide minimum 60 X-ray unit per day, failing which payment will be made on Pro Rata basis.
- E. However, HLL will arrange through its client NHM -Meghalaya the target audience to screen minimum 60 X-ray and maximum 100 X-ray images for a single unit per day.
- F. Failure to provide minimum target audience of 60 X-ray image for a single unit per day by HLL/NHM-Meghalaya shall not incur any deduction on payment to Service Provider.

Cost Cover Includes:

- a) Digital Hand-held X-ray Equipment.
- b) Detector with DR Software
- c) Laptop for DR Software & AI CHOCO to run locally
- d) AI – CHOCO
- e) Mobile Application for Image review and Tracking
- f) Radiologist Confirmatory for Abnormal Patients
- g) Radiographer
- h) Lab Technician
- i) 2-Wheeler
- j) Sputum Sample Storage
- k) Project Local Manager
- l) Local War Room with Customer Care

- m) AERB Approval
 - n) Data Storage and Reporting
 - o) Server Rent
 - p) Staff Insurance
 - q) Lead based Jacket and Thyroid Cover for Staff
 - r) Safety Equipment's including Disinfection for staff
- 22.4. All payments agreed to be made by the HLL to the Service Provider in accordance with the Services shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The Service Provider shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this agreement.
- 22.5. The HLL shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Service Provider where the HLL or NHM, Meghalaya disputes such invoice or part of it provided that such dispute is bonafide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure. Any exercise by the HLL under this section shall not entitle the Service Provider to delay or withhold the services to be rendered as per the agreement.
- 22.6. In the event of the HLL noticing at any time that any amount has been disbursed wrongly to the Service Provider or any other amount is due from the Service Provider to the HLL, the HLL may without prejudice to its rights recover such amounts by other means after notifying the Service Provider or deduct such amount from any payment falling due to the Service Provider. The details of such recovery, if any, shall be intimated to the Service Provider. The Service Provider shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the HLL.

23. TAXES

- 23.1. The Service Provider shall bear all personnel taxes levied or imposed on its personnel, or any other member of the Service Provider's team, etc. on account of payment received under this agreement. The Service Provider shall bear all corporate taxes, levied or imposed on the Service Provider on account of payments received by it from the HLL for the work done under the scope of work

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

ANNEXURE - 1

SCOPE OF WORK

a. Project Details

National Health Mission (NHM), MEGHALAYA engaged HLL to provide it's service for screening of Tuberculosis on door to door basis, during active case finding, health mela etc, with a portable setup consisting of Handled Digital X-ray machine, Detector with DR-Software, Windows Laptop with DR & AI enabled, Mobile Application for image review, Radiologist confirmatory results for abnormal patients, radiographer, Lab technician, 2 wheeler, Sputum Sample Collection and Storage Facility along with stands to hold the X-ray Machine and the DR-plate fitted in a two wheeler to execute home screening on door-to-door basis during active case finding, health mela etc (known as "Service").

b. Service Requirements

- The Service Provider should support HLL in execution of this project to provide 13 (Thirteen) Service units as per the terms with NHM Meghalaya
- The Service Provider should assist HLL in collection of sputum samples from presumptive TB cases (identified through AI-based X-rays) and transport them to the nearest NAAT sites (CBNAAT/Truenat).
- The Service Provider should facilitate HLL to have the capacity to run the Service for a maximum of 100 (One Hundred) X-rays per day per Service.
- The Service Provider should facilitate the provision of Service in Windows Computer/Laptop, Web, and Android Smartphone Compatible Mobile Application versions as per requirement.

c. HLL/Client Responsibilities

- HLL shall arrange through its client the sputum samples/Cartridges (CBNAAT/Truenat) and delivery points to Service Provider.
- HLL shall arrange screening points on a 2-week basis through its client.
- HLL shall arrange sputum containers/falcon tubes for sample collection through its client.
- HLL shall provide a list of PHCs/CHCs for easy referral by Service Provider, especially for reading X-rays of body parts other than Chest, through its client.
- HLL, in coordination with NHM Meghalaya, will provide anonymized data (Images, Sex & Age of patients) to Service Provider for research purposes.

d. Compliances of the Service Provider

- The Service provider shall support HLL by providing necessary technology and infrastructure required by HLL as when during the execution of project.
- The Service Provider should support HLL in ensuring that sensitive data generated during project execution is anonymized.
- The Service Provider should facilitate HLL with AI for classification across various image formats (DICOM, PNG, JPG) to adapt to local restrictions or requirements.
- The Service Provider should facilitate HLL to provide a customized report classifying patient images as 'Likely Tuberculosis', 'Normal', or 'Abnormal'. It should be ensured that only patients classified as 'Likely Tuberculosis' or 'Abnormal' undergo further testing.
- The Service Provider should support HLL to complete the process within a couple of minutes for 'Normal' cases and submit suspected 'Likely Tuberculosis' patients' sputum samples to the nearest lab within a day.
- The Service Provider should utilize Computer Vision and Deep Learning networks, trained on a huge Indian dataset, to extract prominent features and make predictions.
- The Service Provider should continuously update and fine-tune the model.
- The Service Provider should ensure scalability, configurability, capability, and upgradability to meet increasing needs.
- The Service Provider should comply with prevailing statutory and regulatory requirements, obtaining necessary licenses, registrations, permits, and approvals.
- In case HLL requires, the Service Provider should deploy qualified personnel (Lab Technicians, Radiographer, tele-radiologist), if required by HLL for efficient execution, under NHM, Meghalaya's supervision. In the event of any misconduct on the part of the manpower deployed by the service provider, such manpower on the instruction of competent authority of HLL/NHM Meghalaya must be replaced within 15 days at his own costs, risks and responsibility.
- The Service Provider should facilitate HLL to operate services from 8:00 hrs to 18:00 hrs (Monday – Friday), including public holidays.
- The Service Provider should facilitate inspections and periodic reviews with HLL and NHM, Meghalaya to resolve pending issues.
- The Service Provider should enable HLL to establish and promote Administrator's, Doctor's panels, and Radiologists as co-investigators associated with the National Health Mission office in research-based activities.
- The Service Provider should retain ownership of equipment provided by them for the project and may remove assets after completion or termination of the Agreement.
- The Service Provider should provide additional support for smooth screening operations.