

REVISED
NOTICE INVITING EXPRESSION OF
INTEREST



EMPANELMENT OF STRATEGIC BUSINESS
ASSOCIATE (SBA) FOR ESTABLISHMENT
AND MAINTANANCE OF RADIOLOGY &
IMAGING CENTERS

January 24, 2020

**HLL Lifecare Limited
Healthcare Service Division
HLL Bhavan
Poojappura
Thiruvananthapuram
Kerala state, India ; PIN -695 012**

Sub:-Invitation of “Expression of Interest (EOI)” for empanelment of Strategic Business Associate (SBA) for Establishment and Maintenance of Radiology, Dialysis Centre, Cath-Lab and Radiotherapy facilities pan India.

Health Care Service Division of HLL Lifecare Ltd invite “Expression of Interest (EOI)” for empanelment of Strategic Business Associate (SBA) for Establishment and Maintenance of Radiology and Imaging Centre, Dialysis Centre, Cath-Lab and Radiotherapy facilities on a case to case basis.

I. INTRODUCTION

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

The Healthcare Services Division of HLL under its brand- “**HINDLABS**”, provides Medical Diagnostic Services (Laboratory and Imaging) and other facilities like Wellness Clinic/Polyclinic to partner institutions on a PPP model. Our first center in association with CGHS started functioning way back in February 2008 in New Delhi. From there on HLL has been a preferred partner for Public Sector institutions like CGHS, Govt. Medical Colleges, AIIMS, etc. for the delivery of Diagnostic services. The Healthcare Services Division (HCS) of HLL is planning to set-up Diagnostic Services and venture into other services which are predominantly required in the Healthcare sector viz. Dialysis, Cathlabs, Radiotherapy etc. and has been the requests from many of the States Govt. and Hospitals in Public Sector in various states across India. HLL has already established and/or is in the process of expansion and establishment of new Diagnostic network in new States. HLL has already initiated discussion with many State Government.

HLL is already in partnership with Govt. of Maharashtra & Govt. of Assam for the National Free Diagnostic Scheme (NFDS) Programme wherein all the diagnostic Medical Lab services are offered free of the citizens of the state. HLL has over 125 Path-labs in Maharashtra servicing nearly 2600 Health Facilities and 28 Path-labs to be expanded to 70 Path-labs in near future for the State of Assam. HLL has established over 35 CT Scan Centers (40 CT Centers, once completely established) under the NFDS Programme in the State of UP which is currently providing Free CT Scan Services to the citizens. HLL's Medical Imaging Labs are established in the five Medical colleges of Kerala- namely Trivandrum, Alleppey, Kottayam, Trissur and Calicut. The MRI Centers for Medical College in Burla and Berhampur in Odisha is also established by HLL. The CT and MRI Labs in Wenlock Civil Hospital, Mangalore and KC General Hospital, Bangalore is established and managed by HLL.

Now, HLL plans to expand its business in a multi-pronged manner:

1. Expansion thru Venture into any New Opportunities available in the Healthcare sector in Public Sector Hospitals. This would include Medical Imaging Centers viz. CT, MRI, PET-CT etc, Cathlabs, Dental Services, Tele-Radiology, Dialysis etc. or in short enter into businesses which gives opportunity to plug the gap between the demand and availability in the Public sector thereby making difference in the life of every citizen in India.
2. Expansion thru PPP in NFDS Schemes of NHM in States thru Nomination or Tenders.
3. Expansion thru PPP model for Public Sector Institutions/ Hospitals.

Hence, HLL is in lookout for a Strategic Business Associate (SBA) to undertake all the new Investment in the business by way of Investment in Infrastructure and Equipment. HLL will drive the entire operation using cutting edge IT technology to ensure a seamless operation from the patient pick-up to Reports delivery, so that the citizens have the benefit of the diagnosis within the best TAT (Turn-around-Time) of the tests.

II. Important Dates and Details

Sl. No.	Description	Schedule
i.	Pre- Bid meeting Date , Time and Venue	21-11-2019 at 2 PM HLL Lifecare Limited, (A Government of India Enterprise), HLL Bhavan, Poojapura, Trivandrum – 695 012, Kerala
ii.	Dates of sale of EOI documents	22-11-2019, 3 PM
iii.	Place of sale of EOI document	HLL Lifecare Limited, (A Government of India Enterprise), HLL Bhavan, Poojapura,

		Trivandrum – 695 012, Kerala
iv.	Cost of the EOI document	Rs.5000/-
v.	Earnest Money Deposit (EMD)	Rs. 20, 00,000 (Rupees Twenty Lacks)
vi.	Closing date & time for receipt of EOI	04/02/2020 up to 2 PM.
vii.	Time and date of opening of Technical Quote	04/02/2020 at 3 PM.
viii.	Venue of Opening of Technical Quote	HLL Lifecare Limited, (A Government of India Enterprise), HLL Bhavan, Poojapura, Trivandrum – 695 012, Kerala
ix.	All queries / communication to be addressed to	Associate Vice President (HCS Division) HLL Bhavan, Poojapura, Trivandrum – 695 012 Email hindlabs@lifecarehll.com; Ph: 0471 2354949

- Interested applicant may obtain further information about this EOI from the above office selling the documents. Tender Enquiry Documents may be purchased on payment of non-refundable fee of Rs.5000/- per set in the form of account payee Demand Draft / Pay Order / Cashier's Cheque / Banker's Cheque, drawn on a scheduled bank in India, in favour of "**HLL Lifecare Ltd**" payable at Trivandrum.
- If requested, the EOI documents will be mailed by Registered Post / Speed Post to the domestic tenderers, for which extra expenditure per set will be Rs.750/- for domestic post. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 1 above.
- Applicant may also download the EOI documents from the HLL website www.lifecarehll.com and submit the downloaded documents along with the required non-refundable fee as mentioned in Para 1 above.
- Applicants shall ensure that their EOIs, complete in all respects, are reached in the office located at **HLL Lifecare Limited, (A Government of India Enterprise), HLL Bhavan, Poojapura, Trivandrum – 695 012, Kerala, super scribing "Expression of Interest (EOI)" for empanelment of Strategic Business Associate (SBA) for Establishment and Maintenance of Radiology and Imaging Centers** on or before the closing date and time indicated in the above para, failing which the EOI's will be treated as late and rejected.
- In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organization, the tenders will be sold / received / opened on the next working day at the appointed time.

8. The EOI documents are not transferable.
9. The applicants requested to regularly check the website of HLL, since any further amendments will be published only in the website.

III. INVITATION FOR EXPRESSION OF INTEREST AND BIDS

“**Expression of Interest**” are invited from reputed, qualified and experienced agency as SBA for the following activities:-

- Establishment and Maintenance of Radiology & Imaging centers under HINDLABS brand name across India.

IV. SCOPE OF SERVICES OF STRATEGIC BUSINESS ASSOCIATE:

The Strategic Business Associate shall provide the following service:

- Establish the Facility by deploying the Machinery, furnishing the infrastructure as per the requirement and maintain the same at the space provided by HLL.
- Maintain the equipment by providing proper warranty, CMC, consumables and utilities required for the entire contract period.
- Any other operational expenses like up gradation/addition of the machinery in the centres.
- Selected partner for bidding in future government projects.

HLL is look out the strategic partner in the following business category. The bidder can apply for one or multiple category from the following. The general equipment list is given below, but the detailed equipment specification will be provided at the time of inviting financial quote and will be based on project requirement.

Si no :	Category	Equipment
		i) CT scan
		ii) MRI

1	Radiology & Imaging Equipment	
		iii) PET CT
		iv) Gamma Camera
		v) Dexa scan
		vi) Dental Imaging Services
		vii) Mammography
		viii) Digital X ray
		ix) Ultrasound scan
		x) ECG, HOLTER
2	Cardiology	xi) TMT
		xii) Echocardiography
		xiii) Cardiac Catheterization Laboratory with accessories

3	Radiotherapy and Oncology	xiv) Linear Accelerators and supporting equipment's for Radiotherapy facility.
5	Tele Radiology	xv) Establishment and Maintenance of Tele-radiology Reporting Hub with required number of Radiologist, Artificial intelligence tools and Advanced workstation according to HLL requirements. The bidder shall also investment on the required machinery, digitaliser or Computed Radiography/ Digital Radiography with or without X ray machine and suitable software depending upon the project requirement.
6	Tele-medicine	xvi) Establishment and Maintenance of Tele Medicine centers depending upon the project requirement. The bidder shall provide suitable software and hardware required for the operation

		according to the technical specification provided by HLL.
7	Dialysis Centre	xvii) Dialysis Centre with accessory equipment

V. HLL scope:

- Providing space for setting up facility.
- Operate and manage the centre by deploying the technical manpower required for the operations.
- Ensure utilities for operation of the imaging centres.
- Necessary liaisoning with Govt. departments.
- Regulatory clearances.

VI. WORKING MODEL

SI	General Conditions	
1	The Centre would be in HLL Brand- HINDLABS and Ownership	
2	All Statutory Licenses shall be held by HLL	
3	The Operating software in the Centre shall be of HLL and all billing shall be carried out through HLL software only.	
4	All Sales receipts shall be routed through HLL's Bank Account	
SI	Particulars/Activity	Model
6	Broad Investment Model	SBA shall Invest on items a-d
a	Investment on Buildings	Strategic Business Associate (SBA)
b	Investment on Furnishing & Interiors	
c	Investment on Machineries & Equipment	
d	AMC/CMC costs of Equipment, consumables and utilities required for the operation of the equipment.	
7	SBA Shall quote the percentage of revenue required for setting up and maintaining the facility	To SBA

VII. MINIMUM ELIGIBILITY CRITERIA:

The minimum eligibility criteria for qualifying the bidding process are given below.

(a)	The Bidder (Lead bidder in case of consortium) should be a Partnership Firm or company registered under the Companies Act and should have been incorporated for minimum 5 years as on date of bid submission.
(b)	The Bidder should have average annual Turnover of Rs.100 Crores or above during the last 2 financial years (i.e., 2016-17, 2017-18 and 2018-2019). For the Consortium , the lead bidder should average annual Turnover of Rs.50 Crores or above and consortium party should not less than Rs. 100 crores during the last 2 financial years (i.e., 2017-18 and 2018-2019) Audited Balance sheet or CA certificate for Turnover should be submitted.
(c)	The Lead bidder should have positive net worth as on 31st March 2019. CA certificate mentioning the same should be submitted.
(d)	The Bidder (Lead bidder) should have been engaged in minimum 3 large projects of value above Rs.10.00 Crores involving services to Govt./PSU, during the last five financial years. Work Order and completion certificate mentioning the value of project should be submitted.
(e)	Bidder (sole bidder, and for consortium shall mean each of the partners including the lead partner) should not be blacklisted by Central Govt./ any State or UT Govt./ PSU in India as on date of submission of EOI proposal. Declaration mentioning that the bidder is not blacklisted shall be submitted.
(f)	The bidder (sole bidder, and for consortium shall mean each of the partners including the lead partner) shall declare all ongoing litigations, it is involved in with any Government Agency/State/ Central department/PSU.

In case the bidder is a Consortium, it has to mandatorily comply with the following additional requirements:

- Partners of the consortium shall nominate one partner as the "lead partner". The nomination(s) shall be supported by a Power of Attorney (PoA), as per the format mentioned in **Appendix-A.2**, signed by all the partner(s) of the consortium. The lead partner then shall nominate a representative ("Authorized signatory") on behalf of the consortium, through a Power of Attorney (PoA) as per the format mentioned in **Annexure-A.3**. The authorized representative shall sign the proposal/bid documents, which would be legally binding on all the partner(s) of the consortium.
- Board resolutions for bidding entities for individual partner(s) including lead partner in the consortium, as per format "**Annexure-B**"

- Partners of the consortium shall enter into an agreement "Memorandum of Understanding (MoU) - Consortium" as per the format mentioned in "**Annexure-C**".
- **Maximum number partners of the consortium is limited to 3 numbers.**

*** **Competitor clause:** The bidders who are competitors or have partnership association with HINDLABS competitors will not be eligible for participation.

All the documents as mentioned above should be submitted with signature and seal as part of technical bid of EoI.

VIII. SELECTION PROCESS

- The SBA shall be empaneled based on qualification of the minimum eligibility criteria.
- The financial bids would be invited from the empaneled bidders based on the projects undertaken by HLL.
- Work will be awarded to the bidder quoting lowest percentage of revenue required for setting up and maintaining the facility.
- The SBA shall make independent assessment of about all the locations where they are interested and the financial quotes shall be based on the same. The assumptions adopted behind the quotes may also be made available to HLL for the purpose of evaluation of quotes.

IX. EARNEST MONEY DEPOSIT (EMD)

- a. EMD: All parties shall submit an EMD of Rs. 20, 00,000 (Rupees Twenty Lacs) as bank guarantee along with the EOI in the shape of Bank Draft / Bankers cheque from any Schedule Bank in favour of "HLL Lifecare Limited" payable at Trivandrum.
- b. It may be noted that no tendering entity is exempt from deposit of EMD. Tenders submitted without EMD shall be rejected.
- c. The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the bid procedures. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- d. EMD of a bidder may be forfeited without prejudice to other rights of the purchaser, if the bidder withdraws or amends its tender or impairs or

derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidders' EMD will also be forfeited without prejudice to other rights of purchaser, if it fails to furnish the required performance security within the specified period.

X. Security Deposit

All the empanelled bidders shall submit value of Rs. 1 cr as security deposit. The balance amount after adding the EMD value of Rs. 20 Lakhs shall be submitted in the form of BG within 15 Days of empanelling. The security will be valid for 365 days from the date of issue.

XI. PREPARATION OF EOI

The EOI shall be submitted in SEALED ENVELOPES as follows:

Envelopes shall be marked in bold letter as **“Expression of Interest (EOI)” for empanelment of SBA for Establishment & maintenance of HLL’s Radiology & Imaging centers**” which shall include the following in addition to the eligibility criteria:

1. Covering letter for the Bid.
2. Filled application as per annexure-1 along with the Earnest Money Deposit (EMD) .
3. Notarized Power of Attorney (in favour of the Authorized Signatory of the Bidder) to submit the Bid, as per Annexure: A.2.
4. Dully filled Annexure: A.3, Annexure: B, Annexure: C and Annexure: D.
5. Confirmation regarding furnishing Performance Security in case of award of contract.
6. Cost of the EOI document Rs.5000/-
7. Profile of the Organization
8. Organization Structure
9. Memorandum of Association/Articles of Association.
10. PAN Card and Copy of GST registration certificate of the firm
11. Authenticated copy of the certificates of incorporation/registration of the organization
12. Authenticated copy of annual accounts for the last three years

13. Certificate from HR mentioning resources deployed on project
14. Order copy in executing & operation management of Government projects. Work orders of the cited projects showing experience.
15. Decision taken by the Board /authorized committee of the organization to submit the EOI published by HLL.
16. Notarized undertaking /declaration issued on behalf of the SBA by the Director /Official authorized by the Board to the effect that the SBA will:-
 - a. Provide service for the contract period stipulated by HLL or until terminated earlier by HLL.
 - b. Pay compensation as claimed by HLL in the event of the SBA failing to provide services for the stipulated period.

XII. Financial Bid Submission

The financial bid will be invited from only the qualified empaneled bidders.

- After evaluation of the quotes obtained through the EOI process, HLL will empanel the eligible parties and invite the financial quote from them according to the project requirements.
- The separate financial bid format would be provided at the time of invitation of financial offers from the empanelled bidders.
- The bidder will be eligible to quote for his share of revenue from the project. The quote shall be either fixed or telescopic or based on different revenue slabs. However, there shall be a minimum guaranteed revenue to HLL earmarked for meeting the operating expenses of HLL for running the project. The bidder will be eligible for his share of revenue only on the net revenue , calculated by deducting the minimum guaranteed revenue from the total revenue. The minimum guaranteed revenue will be project specific, fixed as a percentage of total revenue ,and will be decided as per the market and the geographical conditions of the State and the Project taken by HLL.
- The SBA will be given the quoted % of revenue share only after getting the payment from the concerned government/ client.
- The financial bid shall be evaluated based on the highest percentage offered by the party to HLL after deduction of all operating expenses for

business development & managing the activities in the imaging centers. Work will be awarded to the bidder offering highest percentage of revenue.

XIII. Evaluation of Bid

Scrutiny of Bids: The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the Bid Enquiry Documents. The bids, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and may be ignored. The decision of HLL as to whether the Bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial bids of only those bidders, who qualify technical bid, will be considered.

Infirmity / Non-Conformity: The purchaser may waive minor infirmity and/or non-conformity in a Bid, provided it does not constitute any material deviation. The decision of the HLL as to whether the deviation is material or not, shall be final and binding on the bidders.

Bid Clarification: Wherever necessary, the HLL may, at its discretion, seek clarification from the Bidders seeking response by a specified date. If no response is received by this date, the HLL shall evaluate the offer as per available information.

Competitor clause: The bidders who are competitors or have associations with HINDLABS competitors will not be eligible for participation.

HLL may reject all proposals if they are found to be unresponsive or unsuitable if they represent major deficiencies in complying with the requirements.

The selected SBA shall commence the services within the days mentioned in LOI issued by HLL.

XIV. Mode of submission of BID/Eoi

Documents in electronic form will not be accepted.

The envelope containing the expression of interest and supporting documents shall be put in a bigger envelope, which shall be sealed and superscripted with **“Expression of Interest (EOI)” for empanelment of SBA for Establishment,**

Business development & maintenance of HLL's Radiology & Imaging centers” No:HLL/CHO/HCS/IC/EOI/SP/01 Dt: 14-11-2019”

The last date for submission of the EOI is 04th February 2020; 2:00 P.M. The bids submitted after the stipulated time shall not be considered for evaluation and shall be rejected.

XV. TERMS & CONDITIONS

1. General Instructions to Bidders.

- a) Conditional offers are liable for rejection.
- b) The Bidders should give clause by clause compliance of EOI with references to supporting documents; otherwise the offers are liable for rejection.
- c) The tenderers shall quote for establishing and managing imaging centres across India.
- d) The prices /percentage quoted shall be firm and inclusive of all taxes and duties.
- e) HLL will invite financial bid only from empaneled bidders based on the project received.
- f) The EOI shall be submitted before the last date and time as mentioned in this tender/bid document. Late tenders/bids shall not be considered.
- g) The SBA is responsible for maintaining the equipment as per the industry quality and standard.
- h) The SBA shall indemnify HLL from any penalty/legal issues arising out of maintenance of the centres.
- i) The Bidder to indemnify HLL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
- j) While the Expression of Interest 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.

- k) Organizations are requested to keep the information and details strictly confidential. We are looking for your support and co-operation in getting fully responsive Expression of interest.
- l) HLL shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their EOI and other expenses.
- m) HLL reserves the right to reject any or all the Expressions of Interest without assigning any reason thereof.
- n) The process of inviting EOI 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.
- o) 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.
- p) All other terms and conditions mentioned in the EOI is applicable to the strategic partner.
- q) Any additions/amendments to this EOI shall be uploaded in HLL's website www.lifecarehll.com

2. Performance Security

- a. **The successful bidder shall furnish a performance security in the form of a Bank Guarantee issued by a scheduled/nationalized bank in favour of HLL Lifecare Ltd. The BG format shall be issued to the successful bidder by HLL. The Performance Bank Guarantee shall be submitted on a case to case basis based on the project requirement.**

- b. This shall be submitted within 15 days (minimum) of receiving of work order, failing which the Security Deposit may be forfeited and the contract may be cancelled.
- c. The Performance security shall be liable for forfeiture, wholly or partly, in case of Violation of any of the terms and conditions of the contract and deficiency in service as agreed especially if the SBA consistently failed in maintaining the delivery in one quarter.
- d. The performance security will be released without any interest, within 60 days after the successful completion of the contract.

3. Bid Validity

The empanelment shall remain valid for 365 days from the date of opening of Bids and the contract will be valid for duration of 7 years from the date of execution.

4. Delivery Period

The successful bidder shall commence the proposed services within stipulated time mentioned in the work order form HLL Lifecare Ltd. The successful bidder shall execute a detailed agreement with HLL in the format proposed by HLL within 15 days from the date of issue of HLL's Letter of Intent along with submission of Performance Security.

5. Liquidated Damages

- a. If the successful bidder fails to execute the contract with in the stipulated time, there shall be levied liquidated damages equal to 0.5% of the contract value for each week of delay till the delay continues, up to a maximum limit of 5% of the contract.

6. Governing Language

The contract shall be written in English language only. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

7. Arbitration

- a) If a dispute or difference of any kind between HLL Lifecare Ltd and the service provider in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual discussions.
- b) If the parties fail to resolve the dispute or difference by such mutual consultations within 21 days of commencement of consultations, then either HLL Lifecare Ltd or service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided.
- c) All disputes or differences or claims arising out of or in connection with or touching this agreement shall be referred for arbitration to a Sole Arbitrator to be appointed by the Chairman and Managing Director of HLL Lifecare Ltd. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time be in force. The arbitration proceedings shall be held at Thiruvananthapuram. The proceedings of the arbitration shall be in English language. The award passed by the said Sole arbitrator shall be final and binding on the parties hereto.

7. Termination of Contract

HLL Lifecare Ltd may terminate the contract, if the successful tenderer/bidder withdraws its tender/bid after its acceptance or fails to submit the required performance security or fails to fulfil any other contractual obligations.

In that event HLL Lifecare Ltd shall have the right to avail the required services from the next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter.

XVI. Address for EOI Submission

Interested parties qualifying the conditions may express their interest to the following address along with relevant documents on or before the last date of submission.

**Associated Vice President
Healthcare Services Division
Registered & Corporate Head Office**

HLL Lifecare Limited
HLL Bhavan, Poojappura
Thiruvananthapuram
Kerala – 695 012
Email: hindlabs@lifecarehl.com
Ph: 0471-2354949
Website: www.lifecarehl.com.

APPLICATION FORM FOR STRATEGIC BUSINESS ASSOCIATE (SBA)

Sub : Application of the SBA

Ref : _EOI No. HLL/CHO/HCS/EOI/SBA/01 dated 14-11-2019

1. Name of the Bidder :

2. Location
 - a) Full postal Address :
 - b) Telegraphic Address :
 - c) Telex/fax No. :
 - d) Tel No. :
 - e) E-mail :

3. Details of staff :
 - a) Technical
 - b) Skilled
 - c) Unskilled

4. Details of the projects under taken during the last three year :

5. No. of years in business and brief about the company and business.

6. Registration details of the Organisation (Udyog Aadhar No):

7. Whether meet the qualification criteria as given in **EOI document** if so give the documentary evidence in support :
8. **The bidder can apply for one or multiple category from the following. Please indicate interest against the category.**

SI no:	Category	Application status
1	Radiology & Imaging Equipment	
2	Cardiology	
3	Radiotherapy and Oncology	
5	Tele Radiology	
6	Tele-medicine	
7	Dialysis Centre	

9. Any other information you want to furnish :

Declaration

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

Yours faithfully,

Date :
Place :

Signature of the applicants with office seal

Annexure: A.2 – Authorization Letter for Signing of Proposal

(Sole bidder/Lead partner of the consortium)

(On Non – judicial stamp paper of Rs 1000/- duly attested by notary public)

POWER OF ATTORNEY

Know all men by these present, we _____ (name and address of the registered office of the Single Entity) do hereby constitute, appoint and authorize Mr. / Ms. _____ R/o _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the firm/ organization, _____ for **“EMPANELMENT OF STRATEGIC BUSINESS ASSOCIATE (SBA) FOR ESTABLISHMENT, MAINTANANCE AND BUSINESS DEVELOPMENT OF RADIOLOGY & IMAGING CENTERS”** (the “EOI”), including signing and submission of all documents and providing information/ responses to HLL Lifecare Ltd (HLL) representing us in all matters in connection with our bid for the said EOI.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the day of 2020.

For
(Name, Designation and address)

Accepted

..... (Signature)
(Name, title and address of the Attorney)

Date:

Note:

(i) The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure, if any, laid down, by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

(ii) In case, an authorized director of the bidder/agency signs the bid, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney (PoA).

Annexure: A.3 –Authorization Letter for Defining the Lead Partner

(On Non – judicial stamp paper of Rs. 1000/- duly attested by notary public)

POWER OF ATTORNEY (For lead partner – given jointly by all partners of the consortium)

HLL Lifecare Ltd (HLL), intends to select agency via e-tendering for EMPANELMENT OF STRATEGIC BUSINESS ASSOCIATE (SBA) FOR ESTABLISHMENT, MAINTANANCE AND BUSINESS DEVELOPMENT OF RADIOLOGY & IMAGING CENTERS.

Whereas M/s <Mention the registered name and address of the 1st partner>, M/s

.....<Mention the registered name and address of the 2nd partner>and M/s

..... <Mention the registered name and address of the 3rd partner>have formed a consortium and are interested in bidding for the EOI and implementing the project in accordance with the terms and conditions of the tender document, contract agreement and other connected document(s) in respect of the EOI, and

Whereas, it is necessary under the tender document for the partner(s) of the consortium to designate one of them as a lead partner with all the necessary powers and authority to do for and on behalf of the consortium, all acts, deeds and things as may be necessary in connection with the consortium’s bid for **“EMPANELMENT OF STRATEGIC BUSINESS ASSOCIATE (SBA) FOR ESTABLISHMENT, MAINTANANCE AND BUSINESS DEVELOPMENT OF RADIOLOGY & IMAGING CENTERS”** (the “EOI”) or in the alternative to appoint one of them as the lead member, who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSESTH THAT:

We M/s <Mention the registered name and address of the 1st partner>, M/s

.....<Mention the registered name and address of the 2nd partner> and M/s

..... <Mention the registered name and address of the 3rd partner>, do hereby

designate M/s <Mention the registered name and address of the lead partner>, being one of the partners of the consortium, as the lead partner of the consortium, to do on behalf of the consortium, all acts, deeds and things as may be necessary in connection with the consortium’s bid for **“EMPANELMENT OF STRATEGIC BUSINESS ASSOCIATE (SBA) FOR**

ESTABLISHMENT, MAINTANANCE AND BUSINESS DEVELOPMENT OF RADIOLOGY & IMAGING CENTERS” (the “EOI”), including submission of proposal, participating in conference, responding to queries , submission of information/documents and generally to represent the consortium in all its dealings with the HLL, or any person, in connection with EOI until culmination of the process of bidding and thereafter till the contract agreement is entered into with the HLL.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the day of 2020.

For

(a) M/s <Mention the registered name and address of the 1st partner> ,

(b) M/s<Mention the registered name and address of the 2nd partner>and

(c) M/s <Mention the registered name and address of the 3rd partner>

For.....	For.....	For.....
(Name, designation and address of the 1st Partner)	(Name, designation and address of the 2nd Partner)	(Name, designation and address of the 3rd Partner)

Accepted

..... (Signature)

(Name, title and address of the lead partner)

Date:

Note:

(i) The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure, if any, laid down, by the applicable law and the charter documents of the executants and when it is so required the same should be under seal affixed in accordance with the required procedure.

(ii) A certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney(PoA), as mentioned below:

(a).Power of Attorney (PoA) – For Lead partner of the consortium, as **per Annexure-A.2**

(b). Board Resolutions of Bidding Entities in consortium, **as per Annexure-B**

(c)“Memorandum of Understanding(MoU) – Consortium”, **as per Annexure-C**

Annexure B: - Board Resolutions for Bidding Entities

(a) Format for partners in a consortium (for Company/Society/Trust/Partnership) (including lead partner)

“Resolved that approval of the Board be and is hereby granted to join the consortium with M/s _____ <Mention the registered name and address of the 1st partner> ___ and M/s _____ <Mention the registered name and address of the 2nd partner> for joint submission of bids to HLL Lifecare Ltd (HLL) for EMPANELMENT OF STRATEGIC BUSINESS ASSOCIATE (SBA) FOR ESTABLISHMENT, MAINTANANCE AND BUSINESS DEVELOPMENT OF RADIOLOGY & IMAGING CENTERS”, called the “EOI”.

“Resolved further that the “draft “Memorandum of Understanding”, to be entered into with the consortium partners (a copy thereof duly initialed by the chairman is tabled in the meeting) be and is hereby approved.”

“Resolved further that Mr _____ <Mention the name of the person>, _____ <Designation> be and is hereby authorized to enter into a “Consortium Agreement”, on behalf of the firm, with the consortium partners as mentioned above and to sign the bidding documents and execute a Power of Attorney (PoA) in favour of the firm M/s _____ <Mention the registered name and address of the 1st partner> _____ as Lead partner.”

OR

(b) In case the partner(s) in the consortium is registered as a Proprietorship firm, then it shall be submitted the Affidavit (in the format below)

I _____ <Mention the name of the proprietor> proprietor of the organization..... <Mention the name of the firm> join the consortium with M/s _____ <Mention the registered name and address of the 1st partner> and M/s _____ <Mention the registered name and address of the 2nd partner> _ for joint submission of bids to HLL Lifecare Ltd for “EMPANELMENT OF STRATEGIC BUSINESS ASSOCIATE (SBA) FOR ESTABLISHMENT, MAINTANANCE AND BUSINESS DEVELOPMENT OF RADIOLOGY & IMAGING CENTERS”, called the “EOI”.

I as the proprietorship of the organization _____ <Mention the name of the organization> am authorizing myself, to enter into a “Memorandum of

Understanding”, on behalf of the firm, with the consortium partners as mentioned above and to sign the bidding documents and execute a Power of Attorney (PoA) in favour of the firm M/s _____<Mention the registered name and address of the 1st partner>__as Lead partner.”

Signature

Name & Designation

Annexure C: - –“Consortium Agreement”

(On Non – judicial stamp paper of Rs. 1000/- to be purchased in the name of executants companies or as required by the jurisdiction in which executed and duly attested by notary public)

THIS Consortium Agreement is executed on this the day of.....
2020 AMONGST

1. {....., a company/society/trust incorporated/registered under the} and having its registered office at (herein after referred to as the **“First Part”** and “Lead Partner” which expression shall, unless repugnant to the context include its successors and permitted assigns) and represented by Shri.....

AND

2. M/s{....., a company/society/trust incorporated/registered under the} and having its registered office at (herein after referred to as the **“Second Member”** which expression shall, unless repugnant to the context include its successors and permitted assigns) and represented by Shri.....

AND

3. M/s{....., a company/society/trust incorporated/registered under the} and having its registered office at (herein after referred to as the **“Third Member”** which expression shall, unless repugnant to the context include its successors and permitted assigns). And represented by Shri.....

The above mentioned parties of the **FIRST, SECOND and THIRD PART** are collectively referred to as the “Parties” and each is individually referred to as a “Party”.

WHEREAS,

(A) HLL Lifecare Ltd (CIN:U25193KL1966GOI002621) A Government of India Enterprise under the administrative control of the Ministry of Health & Family Welfare (hereinafter referred to as the “Procurer” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “Bids”) by its Request for Proposal No. dated(the “EOI”) for **“EMPANELMENT OF STRATEGIC BUSINESS ASSOCIATE (SBA) FOR ESTABLISHMENT, MAINTANANCE AND BUSINESS DEVELOPMENT OF RADIOLOGY & IMAGING CENTERS”**.

(B) The Parties are interested in jointly bidding for the Project(s) as members of a Consortium and in accordance with the terms and conditions of the EOI and other Bidding Documents in respect of the EOI, and

(C) It is a necessary condition under the EOI that the members of the Consortium shall enter into a **Consortium Agreement** and furnish a copy thereof with the Bid.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In considerations of the above premises all the parties to this Consortium Agreement do hereby agree as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the EOI.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the EOI.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this EOI, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall be required to sign a contract agreement with HLL for performing all its obligations as per the terms and conditions of the agreement.

4. Role of the Parties

1. The Parties hereby undertakes that M/s.....shall act as Lead Member for and on behalf of Consortium Members. The Consortium Members further declare and confirm that we shall jointly and severally be bound and shall be fully responsible unto the HLL for conducting all business for and on behalf of the Consortium during the Bidding Process including submission of Performance Security (PS) and until the obligations under the Agreement.
2. It is expressly agreed by the Consortium Members that the sharing of responsibilities and obligations inter se amongst the Consortium Members shall not in any way be a limitation of joint and several responsibilities and liabilities of the Consortium Members to HLL.
3. It is clearly understood that the Lead member shall ensure performance under the obligations and responsibilities, and if one or more Consortium

Members fail to perform its /their respective obligations, the same shall be deemed to be a default by all the Consortium Members.

5. Joint and Several Liabilities

4. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the agreement and Project(s) and in accordance with the terms of the EOI and the Agreement, till the obligations of the entity formed by them becomes effective in accordance with the Agreement. The financial liability of the Consortium Members to HLL, with respect to any of the claims arising out of the performance or non-performance of obligations shall not be limited so as to restrict or limit the liabilities of any of the Consortium Members and the Consortium Members shall be jointly and severally liable to HLL.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Consortium Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Consortium Agreement ;
- (b) The execution, delivery and performance by such Party of this Consortium Agreement has been authorised by all necessary and appropriate corporate and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Consortium Agreement for the delegation of power and authority to execute this Consortium Agreement on behalf of the consortium is annexed to this Consortium Agreement ,and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, grant, concession, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except

for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this MoU;

(c) This Consortium Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or threatened against it, to the best of such Party's knowledge, to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Consortium Agreement.

8. Termination

This Consortium Agreement shall be effective from the date hereof and shall continue in full force and effect until the Termination of the contract agreement with HLL Lifecare Ltd and any such term/period extensions thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the EOI or does not get selected for award of the Project, the Consortium Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the EMD by the HLL Lifecare Ltd to the Bidder, as the case may be.

9. Breach of Contract:

In case of any breach of the stipulations of the obligations and responsibilities of the bidder (HLL), by the Lead Member, Consortium Members along with the Lead Member do hereby agree to be fully responsible to carry out all the obligations and responsibilities of the bidder(s) under the agreement and matters incidental thereto

If HLL suffers any loss or damage on account of any breach in the stipulation of the obligations and responsibilities to be entered into by the Consortium Members, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to HLL on its demand. It shall not be necessary or obligatory for HLL to proceed against Lead Member before proceeding against or dealing with the other Member(s).

10. Miscellaneous

10.1 This Consortium Agreement shall be governed by laws of India.

10.2 The Parties acknowledge and accept that this Consortium Agreement shall not be amended by the Parties without the prior written consent of the HLL Lifecare Ltd.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

**For and on behalf of
LEAD PARTNER
(Signature)**

**For and on behalf of
SECOND PARTY
(Signature)**

**For and on behalf of
Third Party
(Signature)**

(Name)
(Designation)
(Address)

(Name)
(Designation)
(Address)

(Name)
(Designation)
(Address)

In the presence of:

1.

Notes:

1. The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under seal affixed in accordance with the required procedure.

2. Each Consortium Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

Annexure; D – Declaration by Bidder

(Sole bidder or all individual partners of a consortium)

Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not Blacklisted (On a Stamp Paper of INR 100/-)

Affidavit

I, M/s_____ <the names and addresses of the registered office>_____ hereby certify and confirm that we or any of our promoter(s) / director(s) are not blacklisted/banned/convicted by any court of law for any criminal or civil offences/declared ineligible by HLL Lifecare Ltd or any entity of state government or Govt. of India, or any local self-government body or public undertaking in India for participating in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons, as on date of submission (upload) of online bidding document.

And that we are hereby, declaring all ongoing litigations where our promoter(s)/director(s) are involved in with any government agency/state/central department/PSU, and as mentioned below:

- 1.
- 2.
- 3.
- 4.

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Dated this..... Day of....., 2020

Name of the Bidder/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....