

# REQUEST FOR QUOTE

## Document for

### **IDENTIFICATION OF STRATEGIC PARTNER FROM EMPANELLED FIRMS FOR ASSISTANCE IN SETTING UP AND OPERATIONS OF MEDICAL IMAGING FACILITY OF HLL AT BHOPAL**

**RFQ No: HLL/HCS/RFQ/2025-26/03- Call-2**

**Dated 07.03.2026**



## **HLL LIFECARE LIMITED**

(A Govt. Of India Enterprise)

CIN: U25193KL1966GOI002621

**HLL Bhavan, Poojappura,**

**Thiruvananthapuram -695012, Kerala, India**

**Tel: 0471 2354949, email: [hcstenders@lifecarehll.com](mailto:hcstenders@lifecarehll.com)**

**[www.lifecarehll.com](http://www.lifecarehll.com)**

**NOTICE INVITING REQUEST FOR QUOTE (RFQ) FOR IDENTIFICATION OF STRATEGIC PARTNER FROM EMPANELLED FIRMS FOR ASSISTANCE IN SETTING UP AND OPERATIONS OF MEDICAL IMAGING FACILITY OF HLL AT BHOPAL**

HLL Life care Limited, a Government of India Enterprise, invites financial quotes from empaneled firms for Medical Imaging Services for engaging as strategic partner for for assistance in setting up and operations of medical imaging facility of HLL at Bhopal as detailed in this document.

<b>RFQ No</b>	:	HLL/HCS/RFQ/2025-26/03-Call-2 Dated 07.03.2026
<b>RFQ PUBLISHING DATE</b>	:	07.03.2026
<b>Name of Item/Work</b>	:	Identification of Strategic Partner for assistance in setting up and operations of medical imaging facility of HLL at Bhopal (inside the premises of Bhopal Memorial Hospital and Research Center)
<b>LAST DATE AND TIME FOR RECEIPT OF RFQ</b>	:	13.03.2026 14:00 HRS
<b>TIME AND DATE OF OPENING OF THE RFQ</b>	:	14.03.2026 14:00 HRS
<b>EMD</b>	:	Rs. 6.63 Lacs
<b>HLL Account DETAILS FOR PAYMENT OF TENDER FEES AND EMD (PAYMENT MODE: NEFT/RTGS)</b>	:	Account No : 00630330000563 IFSC Code : HDFC0000063 Bank Name : HDFC BANK Branch Name : Vazhuthacaud
<b>PLACE OF OPENING OF RFQ</b>	:	HLL LIFECARE LIMITED HLL BHAVAN, POOJAPPURA, THIRUVANANTHAPURAM, KERALA- 695012 PHONE NO: 0471 2354949
<b>ADDRESS FOR COMMUNICATION</b>	:	AVP i/c & BH (HCS) HEALTHCARE SERVICES DIVISION HLL LIFECARE LIMITED, HLL BHAVAN, POOJAPPURA, THIRUVANANTHAPURAM, KERALA- 695012 PHONE NO: 0471 2354949
<b>EMAIL ID</b>	:	<a href="mailto:hcstenders@lifecarehll.com">hcstenders@lifecarehll.com</a>

**AVP i/c & BH (HCS)  
HEALTHCARE SERVICES DIVISION**

## **DISCLAIMER**

The information contained in this document is confidential in nature. The bidders shall not share this information with any other party not connected with responding to this RFQ Document. All information contained in this Notice Inviting Tender (NIT) provided / clarified are of good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

The information contained in this RFQ Document or subsequently provided to Bidder(s) whether verbally or in writing by or on behalf of HLL Lifecare Limited (HLL) shall be subject to the terms and conditions set out in this RFQ Document and any other terms and conditions subject to which such information is provided. Though adequate care has been taken in the preparation of this NIT document, the interested firms shall satisfy themselves that the document is complete in all respects. The information is not intended to be exhaustive.

Interested Bidders are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the NIT document is complete in all respects and firms submitting their bids are satisfied that the NIT document is complete in all respects. If a bidder needs more information than what has been provided, the potential bidder is solely responsible for seeking the information required from HLL.

HLL reserves the right to provide such additional information at its sole discretion. In order to respond to the Bid, if required, and with the prior permission of HLL, each bidder may conduct his own study and analysis, as may be necessary.

HLL Lifecare limited (HLL), Thiruvananthapuram reserves the right to reject any or all of the applications submitted in response to this NIT document at any stage without assigning any reasons whatsoever. HLL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the NIT Application.

HLL reserves the right to change/modify/amend any or all of the provisions of this NIT document. Such changes would be posted on the website of HLL ([www.lifecarehll.com](http://www.lifecarehll.com)) and the CPP portal. Neither HLL nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract, to the principles of restitution for unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this NIT document, any matter deemed to form part of this NIT document, the award of the Assignment, the information and any other information supplied by or on behalf of HLL or their employees and Bidder or otherwise arising in any way from the selection process for the Assignment.

## **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 rate. At present, HCS division of HLL has its presence in seven states.

### **2. INTRODUCTION**

The Healthcare Services Division (HCS) of HLL has numerous projects in pipeline and intended to explore the possibility to have Strategic Business Partners for their upcoming medical Imaging business projects. Accordingly, HLL had invited an Expression of Interest (EOI number: HLL/CHO/HCS/MI/2022-23/02 Dated 16-06-2022) for empanelment of Strategic Business partners for Medical Imaging Business of HCS Division of HLL Lifecare Limited. This EOI was floated in eprocurement portal of Government of India and after scrutiny the firms who met the EOI qualification criteria were empanelled. Further this empanelment was expanded through an EOI No: HLL/ HCS/EOI/2023-24/01 dated: 09.05.2023

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

### **3. SCOPE OF RFQ:**

HLL has been entrusted by the Bhopal Memorial Hospital and Research Centre (BMHRC) with strengthening its medical imaging services by establishing/upgrading, maintaining, and operating imaging facilities (CT, MRI, X-ray, USG, etc.) at BMHRC and its outreach health centres in Bhopal, Madhya Pradesh. This is mainly to ensure quality and timely diagnosis as per the clinician's recommendation thus enabling for a proper and faster treatment for all the patients referred by BMHRC

This Request for Quotation (RFQ) is floated among the empaneled strategic partners of HLL for medical imaging segment to identify and engage a suitable service provider (hereinafter known as "Strategic Partner" or "Service Provider") for assisting HLL in this project. The engagement will be structured under a revenue-sharing model, ensuring sustainable operations while expanding the scope and quality of imaging services offered to patients.

#### **3.1 Scope of Strategic Partner**

- To provide all services specified in the Scope of Work of this RFQ (Detailed Scope of work is given at Annexure-1) with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry.
- Strategic partner shall provide its expertise and services to support HLL for establishment and operation of medical imaging services at BMHRC as per the terms and conditions stated in this RFQ.
- Deployment of imaging equipment as per the requirement from HLL.
- 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.
- Assisting HLL for ensuring uninterrupted operations during period of engagement.
- The Strategic Partner shall assist HLL in arranging and executing, including on a turnkey basis, the facilities required for performance of the Scope of Work, and shall facilitate the provision of all necessary infrastructure, equipment, and accessories essential for such performance as well as uptime management of the machines. All capital expenditure required for the aforesaid activities shall be incurred by the Strategic Partner, as per the requirements and directions of HLL.

- 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.
- Any other related work assigned by HLL for smooth execution of project.

### 3.2 Scope of HLL

- **Strategic Design & Planning**
  - Overall strategic design, planning, operation, and management of the project.
  - Establishment of the facility in coordination with the selected service provider.
- **Operations & Management**
  - Execution of day-to-day operations and overall facility management.
  - Deployment of technical , administrative and other manpower as required.
  - Arrangement of consumables and other required operational items in coordination with selected bidder.
  - Administrative supervision and governance of the project.
- **IT infrastructure**
  - Deployment of RISPCS and necessary hardware and software
- **Standards & Protocols**
  - Formulation and implementation of Standard Operating Procedures (SOPs) and operational protocols.
  - Development of quality standards and Quality Assurance (QA) protocols to ensure consistency and compliance.
- **Quality Assurance**
  - Ensure the quality compliance in day-to-day operations
- **Compliance & Regulatory Management**
  - Securing and maintaining all necessary statutory and regulatory compliances
  - Ensuring adherence to national, state, and institutional healthcare guidelines.
- **Stakeholder Coordination**
  - Liaison and coordination with clients, service providers, and other stakeholders.
  - Conducting periodic reviews to ensure compliance with obligations, performance benchmarks, and project timelines

### 3.3 Revenue Sharing Model

- a) HLL intends to execute this project on a revenue sharing basis. Strategic Partner has to provide services as detailed in Scope of work.

- b) HLL will claim payments from BMHRC against the imaging services provided to the patients referred by BMHRC, on monthly basis as per rates detailed below.
- i. HLL provided machines: With 20% discount from prevailing CGHS Tier-II (non-NABH) rates
  - ii. BMHRC-owned machines: With 35% discount from prevailing CGHS Tier-II (non-NABH) rates.
- If for any of the test rates are not mentioned /not available in CGHS rate list, rates for such tests shall be decided as per the policy of BMHRC/HLL., and the same shall be accepted by the Service Provider.*
- c) For this purpose, the Service Provider shall duly complete all its obligations and shall facilitate the timely submission of monthly invoices by HLL by providing all requisite documentation and payment certifications.
- d) Against the services provided , the selected Bidder will raise the invoices for payment to HLL on monthly basis against the scans performed as per the rates mentioned at payment terms mentioned in this EOI document.
- e) HLL will verify the invoice submitted by the Service Provider. From the revenue realised by HLL from its client, i.e., BMHRC, against the corresponding invoice, HLL shall retain its revenue share as agreed with the Strategic Partner pursuant to the Financial Bid. The balance amount, after deduction of all applicable expenses incurred for the project, statutory dues, charges, and penalties, if any, incurred by HLL, shall be released to the Service Provider.
- f) All operational, statutory, contractual, or incidental expenses whatsoever incurred by HLL in connection with the operations or execution of the Project shall be adjusted and deducted from the total revenue before disbursement of any amount to the Service Partner.
- g) Bidders shall make independent assessment of proposed project and submit their financial quotes. Necessary details required for formulating the financial quote, if not available in the RFQ document, may be obtained from HLL in writing. 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 8.00%.**
- h) Financial Quote has to be submitted as per the format provided in CPP portal.
- i) The evaluation for the project would be done on the basis of offered revenue share percentage to HLL. The bidder who scores highest total score as illustrated below would be finalised as Service provider for this project.
- i. Project span would be divided into three terms based on its duration. It is envisaged that a new project might have a minimum gestation period to achieve a minimum business volume. Here the initial term is set as 0-1 years.

- ii. The next slot is 1-3 years where it is considered that the project would have achieved a critical mass and thereby increased the revenues.
- iii. The next category is above 3 years where the revenues from the existing business would be very high.
- iv. Revenue share to HLL will be Minimum revenue share of 8% per term + additional revenue share offered in the price bid (b)%, i.e, (8+b)%
- v. The evaluation criteria for financial bid is as follows:

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

Bidders will be evaluated based on the total score and bidders who is having highest total score (H1 bidder) will be finalized as the Service provider for this project.

- j) Period of engagement will be terminated on completion of the project or closure of the project by HLL's Clients after issuing sufficient notice period to HLL as per the agreement terms.
- k) HLL will have the right to reject proposals if they are found to be unacceptable.

### **3.4 General Terms and Conditions**

<b>1.</b>	While this RFQ has been prepared in good faith, HLL does not make any commitment or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omission herein, or the accuracy, completeness or reliability of information contained herein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this request, even if any loss or damage is caused by any act or omission on its part.
<b>2.</b>	The process of inviting RFQ is for ascertaining various options available to HLL. After evaluation / examination of the offers, HLL may at its sole discretion decide further course of action.
<b>3.</b>	On submission of financial bid, participant confirms its acceptance to all terms and conditions of RFQ and scope of work.

4.	On submission of financial bid, participants must ensure and confirms to HLL that they have complied with applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an adverse Effect on its ability to perform its obligations under the scope of work of this RFQ
5.	RFQ participants are requested to keep the information and details strictly confidential.
6.	HLL shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their RFQ and other expenses.
7.	HLL reserves the right to deal with the proposal in any manner without assigning any reasons for the same. The decision of HLL in this regard shall be final.
8.	The Bidder to indemnify HLL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.

#### 4. **SUBMISSION OF BIDS**

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

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

Envelope –I (Financial bid):

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

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

Note:-

The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the

Bidder during the e-procurement process.

**5. GENERAL INSTRUCTIONS TO BIDDERS:**

- 5.1 This RFQ is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/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 involves major changes in the scope of work, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective

bidders to take reasonable time for bid preparation taking into account the addendum published.

- e) Please go through the RFQ document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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

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

5.15 For any technical related queries please call at 24 x 7 Help Desk Number: 0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787 Note:- International Bidders are requested to prefix +91 as country code E-Mail Support: For any Issues or Clarifications relating to the published RFQs, bidders are requested to contact the respective RFQ Inviting Authority Technical - support-eproc@nic.in, Policy Related - cPPP-doe@nic.in

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

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

**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 must 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>).  
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**

- 7.1. 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**

- 8.1. 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.

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

## **9. CONFIDENTIALITY**

- 9.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.
- 9.2. Any effort by a Bidder to influence the Purchaser during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidders' bid.

## **10. BID VALIDITY**

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

## **11. BID SECURITY (EMD)**

- 11.1. Bidder has to submit EMD of Rs. 6.63 lakhs 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 Indent/ Purchase order and/or submit the security deposit.
- To acknowledge the Notification of award/Letter of Indent/ Purchase order within 5 days from the date of issue by sending the signed copy of the same.
- to furnish the Performance Security within the specified time period

11.4. In such cases the work shall be rearranged at the risk and cost of the selected bidder

11.5. The Bid Security deposited will not carry any interest.

## **12. ALTERATIONS AND ADDITIONS**

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

12.2. The Interested bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the RFQ 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**

14.1. Period of engagement will initially for the period of one year from the date of Notification of award, with subsequent renewal of the same annually for the period of balance period of 10 years. However, HLL reserves the right to increase or decrease the project as deemed necessary as per the same terms and conditions of this RFQ and subsequent NOA. The validity period of this engagement shall be co-terminous with the validity of the Agreement between BMHRC and HLL. Any extension of this engagement shall be subject to satisfactory performance of the Service Provider and shall be granted solely at the discretion of HLL.

## **15. CONFLICT OF INTEREST.**

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

## **16. PERFORMANCE SECURITY**

16.1. The selected Strategic partner has to submit an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 3% of the project value, as will be specified in the NoA. Until such time the Performance Security is provided by the Strategic partner and the same comes into effect, the Bid Security shall remain in force and effect, and upon provision of the Performance Security, the HLL shall release the Bid Security (EMD) to the Strategic partner. No interest shall be payable by HLL against the Performance Security.

### **16.2. Appropriation of Performance Security**

Upon occurrence of a Strategic partner Default, the HLL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for and in respect of such Strategic partner Default. Upon such encashment and appropriation from the Performance Security, the Strategic partner shall, within 30 days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security by the HLL, provide a fresh Performance Security, as the case may be, failing which the HLL shall be entitled to terminate the Agreement with Strategic partner. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Strategic partner shall be entitled to an additional Cure Period of 15 days for remedying the Strategic partner Default, and in the event of the Strategic 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 Strategic partner.

### **16.3. Release of Performance Security**

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

## **17. INDEMNITY**

17.1. The Interested Bidder shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost

or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Bidders/service providers breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /Bidders.(iii) any product/service liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate.

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

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

### **19. PAYMENT TERMS**

- 19.1.Payment terms will be in accordance with the revenue share model detailed in this RFQ document.
- 19.2.HLL will retain the revenue share as agreed by Strategic partner through their financial bid. Remaining amount, after deducting all expenses incurred, statutory charges, penalties imposed by the client, incurred by HLL, will be released to Service provider.
- 19.3.Service provider shall raise invoices before 7th of every month and HLL will release payments to Service provider within 30 days of receipt of corresponding payment by HLL from BMHRC.
- 19.4.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.

- 19.5.HLL shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Service Provider where the HLL disputes such invoice or part of it provided that such dispute is bonafide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure. Any exercise by the HLL under this section shall not entitle the Service Provider to delay or withhold the services to be rendered as per the agreement.
- 19.6.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.

## **20. TAXES**

- 20.1.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
- 20.2.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
- 20.3.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.

## **21. GOVERNING LANGUAGE**

- 21.1.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.

## **22. APPLICABLE LAW**

- 22.1.The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

## **23. COURT JURISDICTION**

23.1. 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.

#### **24. ARBITRATION**

24.1. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre (“IIAC”) in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations 2023 (“IIAC Regulations”) for the time being in force, which regulations are deemed to be incorporated by reference in this clause.”

24.2. The place / seat of the arbitration shall be Thiruvananthapuram, India, The Tribunal shall consist of one arbitrator. The law governing the arbitration agreement shall be Indian Law. The language of the arbitration shall be English.

#### **25. TERMINATION**

25.1. HLL reserve right to terminate/ cancel the Notification of award/ Letter of Indent/ Purchase order at any time for any reason without any liability on HLL.

## ANNEXURE-1

# **SCOPE OF WORK OF STRATEGIC PARTNER**

### **A. Background of the project**

HLL Lifecare Limited (“HLL”) has entered into an arrangement with Bhopal Memorial Hospital & Research Centre (“BMHRC”) for establishment, operation, and management of radio-diagnostic services at the Institute and its Outreach Health Centres. HLL’s Scope of work includes, but not limited to, Setting up of 128 slice CT scan, 100mA X-Ray (mini CR) at 3 identified strategic locations for outreach Health Centres and to maintain existing MRI (make-Siemens), 2 nos of Ultrasound machines (Make - Wipro GE & Fuji Film) in the space provided by the BMHRC and to operate these facilities for providing imaging services to all the patients.

Through this RFQ HLL intends to engage a Service Provider/ Strategic Business Associate (“SP”) from its panel of strategic business partners for medical imaging services to provide defined technical, operational, and support services as detailed herein.

### **B. Detailed Scope**

Selected service provider shall provide all services specified in the Scope of Work of this RFQ and fulfil all obligations with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry. General scope of service provider is as listed below.

#### **Technical Assistance and Facility Establishment**

- Support HLL with technical expertise and support for the establishment and maintenance of diagnostic facilities.
- Facilitate access to advanced technologies, systems, safe and effective equipment, machinery, materials, and methodologies, strictly aligned with the requirements and terms of this RFQ.
- Assist HLL in planning, designing, and operationalizing the facilities in line with prescribed quality and safety standards.
- At all times, safeguard and promote HLL’s legitimate interests while dealing with third parties.

#### **Turnkey Facility Execution and Infrastructure facilitation**

- Incur the required capital expenditure and support HLL for establishment and smooth operations of the facility as below.

- turnkey works (including civil works, electricals, HVAC, furnishing, and refurbishment of the premises) related to diagnostic facilities.
- deployment of all required equipment, accessories, and support infrastructure as per the specification provided by HLL.
- Upkeep of facility and equipment, manage the up-time and reliability of all deployed machines, incurring all capital-related expenses associated with these responsibilities.

### **Equipment Procurement, Installation, and Maintenance**

- At its own cost, procure, supply, install, commission, operate, calibrate and upkeep of imaging equipment essential for the operations of the facility. This shall include:
  - **Core imaging equipment** such as CT, Xray, Ultrasound and any subsequent additions.
  - **Ancillary equipment** including Pressure Injector, medical grade monitors, Film Printer, lifesaving/monitoring items, Crash cart with necessary emergency medicines, Suction Apparatus, Pulse Oximeter, CT compatible - oxygen cylinders, cylinder trolleys, Wheelchairs, patient trolleys, Metal detectors, Signages & other required equipment along with relevant accessories as and when required.
  - **Support infrastructure** such as air conditioners, refrigerators, computers, printers, barcode systems, LAN and networking, CCTV, UPS Online/Sine Wave including batteries (as per required load), DG sets/power backup, and required furniture/fixtures etc.
- Equipment deployed must be new and refurbished equipment are not allowed. HLL's concurrence must be obtained regarding Make, model, and specifications of the equipment prior to deployment. Service provider shall provide HLL the proof of manufacture (date and place) and all relevant documents for all equipment which are to be deployed and obtain HLL's approval prior to installation.
- All equipment and its installation must comply with AERB, PCPNDT and other statutory regulations, Medical Imaging Standard CEA/MIS-028, and HLL's specifications.
- Service provider has to arrange Annual/Comprehensive Maintenance Contracts (AMC/CMC) at their cost to guarantee 95% uptime of the equipment and ensure availability of critical spares. Through CMC, service provider must ensure Periodic preventive maintenance, Round-the-clock service response, Adequate spares inventory (subject to HLL inspection) and compliance with AERB safety norms, QA/QC schedules, and HLL/government guidelines. The Strategic Partner shall be responsible for periodic software/hardware upgrades.

- Maintain all calibration records as per manufacturer and NABH guidelines. The cost of calibrators/consumables required for calibration shall be borne by the Service Provider.
- In case of breakdown, immediately arrange repair or replacement. If required, scanning/testing may be routed through NABH/NABL-accredited third-party facilities, with prior concurrence of HLL.
- Additional imaging modalities may be added during the engagement period with HLL's approval.
- AMC/CMC of those equipment provided by BMHRC and to be operated by HLL under this project shall be ensured by Strategic Partner. 95% uptime of those machines also to be ensured.
- In case of any breakdown, the Strategic Partner shall provide alternate arrangement for providing the services through a tie-up with nearby center which is NABL/NABH accredited. The cost of the same shall be borne by the Strategic Partner. All such tie-ups shall be done with concurrence of HLL only.
- If HLL requires relocation of equipment to another location during the engagement period, the Strategic Partner shall facilitate this at their own cost.

#### **Consumables and Supply Chain Management**

- Whenever notified by HLL, provide all reagents, films, consumables, contrast media and other supplies required for medical imaging operations at the Service Provider's cost, strictly adhering to HLL's specifications.
- Maintain a minimum buffer stock of three months' supply of consumables and submit periodic inventory reports to HLL.
- Ensure uninterrupted supply of all consumables through robust supply chain and vendor management practices, in consultation with HLL's procurement team.

#### **Regulatory and Statutory Compliance**

- Ensure to support HLL for full compliance with all applicable local, state, and national healthcare regulations.
- Perform scope of work in alignment with HLL's SOPs, operational protocols, and safety requirements.
- Provide support to HLL in securing and maintaining all licenses and approvals required for operations.

#### **Quality Compliance**

- Ensure to support HLL to comply with all the quality requirements of HLL with regard to equipment
- Render all necessary support to HLL in attaining relevant accreditations

### **Manpower**

- Assist HLL in arranging Manpower in case of any requirement at any point of time, as per the qualification, experienced specified by HLL/BMHRC.

### **IT Support**

- Facilitate and arrange IT infrastructure including hardware and software as and when required by HLL

### **Security and Surveillance**

- Arrange, install, and maintain CCTV/IP-based surveillance systems in all diagnostic facilities, in consultation with HLL.
- While the system shall be managed by HLL, installation and upkeep shall remain the responsibility of the Service Provider.

### **Quality Assurance and Accreditation Support**

- Assist HLL in maintaining the highest quality standards in service delivery to beneficiaries.
- Ensure compliance with AERB, PCPNDT, NABH, NABL, ISO 15189, NABL 112 (or latest guidelines), and other statutory/accreditation requirements.
- Undertake continuous monitoring, calibration, and process improvements to meet quality benchmarks.

### **Business Development Support**

- Extend support to HLL in business development initiatives across public and private sector clients, as and when required.

### **Miscellaneous Responsibilities**

- Undertake any other work assigned by HLL to ensure smooth execution and sustainability of the project.