



EXPRESSION OF INTEREST

DOCUMENT FOR

EMPANELMENT OF SERVICE PROVIDERS FOR END TO END HOSPITAL OPERATIONS

Eoi No: HLL/ HCS/EOI/2025-26/03 Dated: 22.04.2025



(CIN : U25193KL1966GOI002621)

HLL Bhavan, Poojappura, Thiruvananthapuram -695012, Kerala, India

Tel: 0471 2775500, 2354949

Website – www.lifecarehll.com

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 EOI enquiry document. All information contained in this Notice Inviting EOI (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 EOI enquiry 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 EOI enquiry 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 EOI enquiry 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 EOI enquiry document is complete in all respects and firms submitting their bids are satisfied that the EOI enquiry 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 reserves the right to reject any or all of the applications submitted in response to this EOI enquiry 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 RFQ. HLL reserve their right to not to proceed with the project or to change the configuration of the project, to alter the timetable reflected in this document or to change the process or procedure to be applied in planning/execution. They also reserve their right to decline to discuss the project further with any party submitting the EOI.

HLL reserves the right to change/modify/amend any or all of the provisions of this EOI enquiry document. Such changes would be posted on the website of HLL (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 RFQ document, any matter deemed to form part of this EOI enquiry 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.

Notice Inviting Expression of Interest (Eoi) For Empanelment of Service Providers for End to End Hospital Operations for HLL Lifecare Limited

HLL Life care Limited, a Government of India Enterprise, invites Expression of Interest (EOI) from reputed firms to get empaneled as Service Providers (SP's) for assisting HLL in implementation of upcoming projects in hospital operations at various locations across India.

EOI No	:	HLL/ HCS/EOI/2025-26/03
EOI PUBLISHING DATE	:	22.04.2025
DATE & PLACE OF PRE-BID MEETING	:	30.04.2025, 11.00 HRS HLL BHAVAN, Poojappura , Thiruvananthapuram Google Meet joining link: meet.google.com/ovf-znya-oco
EOI DOCUMENT FEE	:	Rs. 5900 including GST
BID SECURITY/EMD AMOUNT	:	Rs. 5,00,000
LAST DATE AND TIME FOR RECEIPT OF EOI	:	15.05.2025, 14.00 HRS
TIME AND DATE OF OPENING OF THE EOI	:	16.05.2025, 14.00 HRS
PLACE OF OPENING OF EOI	:	HLL LIFECARE LIMITED HLL BHAVAN, POOJAPPURA, THIRUVANANTHAPURAM, KERALA- 695012 PHONE NO – 0471 2354949
ADDRESS FOR COMMUNICATION	:	AVP i/c & BH (HCS) HEALTHCARE SERVICES DIVISION HLL LIFECARE LIMITED, HLL BHAVAN, POOJAPPURA TRIVANDRUM, KERALA- 695012 PHONE NO – 0471 2354949
EMAIL ID	:	hcstenders@lifecarehll.com

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

For MSME registered bidders, the proof of registration in the line of work and monetary limit shall be attached. The EOI documents will be free of cost for them, and such bidders will be exempted from EMD.

Preference to Make in India products (For bids < 200 Crore): Preference shall be given to Class 1 local Service Provider as defined in Public Procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local Service Provider will be as defined in Public Procurement (Preference to Make in India), Order 2017.

If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor and if the OEM is a company then by a practicing cost accountant or a chartered accountant for OEM's other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 16.09.2020. Only Class-I and Class-II Local Service Providers as per MII order dated 16.9.2020 will be eligible to bid. Non - Local Service Providers as per MII order dated 16.09.2020 is not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

Bidders quoting equipment manufactured in countries sharing land border with India: Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non- consultancy services) or works (including turnkey projects) only if the bidder is registered with Competent Authority, as specified in Annex I of order F.No.6/18/2019-PPD dated 23-July- 2020 and bidder must comply with all provisions mentioned in the order with subsequent amendment/ modifications, if any. Said order is available for download from the website of Department of Expenditure (DoE), Public Procurement Division, Ministry of Finance.

SECTION-1 INSTRUCTIONS TO BIDDERS (ITB)

1. COMPANY BACKGROUND

HLL Lifecare Limited (HLL) is a Government of India “Mini Ratna” Public Sector Enterprise, under the Ministry of Health and Family Welfare, Government of India. 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 (HCS)

The Healthcare Service Division (HCS) of HLL, with the brand name **HINCARE**, is providing a range of services in healthcare domain including hospital management services. Its area of interest includes health-screening programs, emerging new technologies in healthcare, Digital Health Projects under the Ayushman Bharat Digital Mission (ABDM) umbrella. This encompasses the provision of both technical, non-technical and specialized manpower to fulfil the comprehensive requirements of healthcare facilities. Services such as dialysis, blood bank operations and management and ICU management will also fall under its purview, ensuring holistic support for healthcare delivery nationwide.

2. INTRODUCTION

HCS currently provides complete solutions for the upkeep and operation of medical facilities, the non-clinical services currently being provided includes Housekeeping services, Biomedical waste management, Operation & Maintenance services, Manpower services, security services, Dietary, Laundry, Ambulance services etc.

Now, HCS plans to expand its hospital management business with a view to providing end-to-end solutions for hospital operations. This will include provision of both comprehensive services for operation and management of hospitals and other health facilities and specific partial services as per the requirement of clients also.

There are numerous projects in the pipeline and the division intends to associate with reputed entities who have proven track record and necessary infrastructure in this field. A participant who meets the eligibility criteria will be empaneled as Service Provider for hospital management services business. Through this arrangement HLL intends to develop future business segments capitalizing on both the parties operational capabilities and experiences. This Expression of Interest (EOI) is invited for empanelment of Business Associates/Service Providers in the sector of Hospital operations services for the future projects of HLL in this segment.

3. SCOPE OF EOI

The Healthcare Services Division of HLL Lifecare Limited Invites Expression of Interest from eligible applicants for empanelment as Business Associates/Service Providers across India for the business segments detailed below.

Scope of end to end hospital operations and management in healthcare facilities include, but not limited to, establishing, operating, and managing of healthcare facilities (medical and non-medical services related to hospital operations) with provisioning of all necessary equipment, qualified manpower and functioning as per standard treatment protocols so as to provide prompt quality expert care. HLL may entrust the Service Provider, the responsibilities of procurement, operation and management cum maintenance of all the equipment and other required medical and non-medical items including all back-up services for the facility at his own cost etc. Service provider may also be asked for establishment and end to end operation of the hospitals/facilities as a whole with provision of non-clinical services as well.

The obligation of Service Provider includes supporting HLL in following activities (list is not exhaustive):

- a. Establishment of hospitals and other healthcare facilities
- b. Comprehensive Operations and Management of hospitals
- c. Maintaining the established facilities
- d. Supporting HLL in execution of PPP projects like establishing and operating healthcare units like PHCs, CHCs, DHs and other facilities.
- e. Operating specialized departments in healthcare facilities
 - e1. Clinical operations
 1. General Medicine
 2. General Surgery
 3. Endocrinology
 4. Ophthalmology
 5. ENT
 6. Pediatric

7. Orthopedic
 8. Cardiology
 9. Nephrology
 10. Neurology
 11. Gastroenterology
 12. Urology
 13. Oncology
 14. Emergency Medicine and Emergency Response
 15. Anesthesiology
 16. Intensive Care Units (ICU) & Neonatal Intensive Care Units
 17. Dermatology
 18. Pulmonology / Chest Medicine
 19. Gynecology & Obstetrics
 20. Transplant Medicine
 21. Psychiatry
 22. Family medicine & Fertility
 23. Physiotherapy
 24. Nursing department
 25. Day care Services
 26. Pathology Services
 27. Other departments in Modern medicine
- e2. Outpatient/Inpatient Services – Clinical
 - e3. Nonclinical Services – Facility management, Administrative etc
 - e4. Teaching, Training and Research
 - e5. Operation Theater management
 - e6. Blood Bank and related Operations
 - e7. Operations of dialysis facilities
 - e8. Cath labs and other interventional radiology related operations
 - e9. Home care Services
 - e10. Miscellaneous – Administrative, Medical records IT, Ambulance, CSSD, Mortuary, and other Services
 - e11. Any other related healthcare services

The Detailed scope is attached as Annexure-1

Though the list is not exhaustive, the HLL will have the freedom to pick one or many from the segments mentioned above or add any new activity that may come in the way of the Business process.

Service Providers will be empaneled under three different categories based on nature and volume of projects as detailed below.

Category-1 – execution of projects involving healthcare facilities up to 30 beds.

Category-2 – execution of projects involving healthcare facilities with 31 to 100 beds.

Category-3 – execution of projects involving healthcare facilities with more than 100 beds.

This EOI and further empanelment do not guarantee any confirmation of any procurement of services as it depends solely on the discretion of HLL Lifecare Ltd.

HLL encourages prospective SP's to express interest, who could take up services under the categories to be rendered to the health facilities. This has to be specifically mentioned in the EOI Submitted with any relevant experience in the same.

3.1. Scope of Service Provider (SP)

- Support HLL in execution of its healthcare projects involving hospital operations as per the scope of work
- Incur all capital expenses of the projects including the turnkey work of the project as per the requirement of HLL as and when the projects are assigned by the principals.
- Meet all the operational and recurring expenses during the day-to-day execution of the project
- End to end execution of project as required by HLL
- Maintain the quality standards and the SOP's as decided and agreed at the commencement of the Project
- Meet all statutory and regulatory guidance and requirements or as advised by HLL.
- Business development in public and private sectors.
- Other related activities as per the requirement of HLL or its clients

3.2. Scope of HLL

- The complete Strategic Design, Planning, Operations and Execution of the project.
- Managing and monitoring the project activities
- Obtain the regulatory compliances in the name of HLL
- Maintain the quality standards and the SOP's as decided and agreed at the commencement of the Project
- Business development in public and private sectors.
- Routine Reports and Coordination with all stakeholders.

4. SELECTION PROCESS

- a) The tentative Service Providers, who meets the terms and conditions of this EOI shall be evaluated and empanelled category wise as detailed below
 - a.1) Evaluation Committee will primarily scrutinise the participants conformance to qualification criteria as per clause no, 5 with satisfactory submission of documents as per clause no. 7
 - a.2) Technical comparison of the participants will be done and marks will be awarded as per the criteria detailed under clause no. 5. Based on the marks awarded, all eligible participants will be empaneled as Service Providers (SP). (Participants must secure a minimum of 60 marks to qualify for empanelment. Startups and MSEs will get exemptions as per statutory norms)
- b) Post empanelment, as and when requirement arises, separate Request for Quotes (RFQ) will be floated seeking the financial bids from the empanelled SPs for each project. SPs shall analyze the project and do the necessary study and survey to submit a financial offer to HLL. (Cost of all such surveys and analysis has to be borne by the business associate). Financial quote shall offer the SPs best lowest financial offer for execution and completing the obligations against the scope of work under the project as detailed in RFQ. In case revenue share model is adopted, then HLL reserves right to retain minimum 8% of revenue share. In revenue share model all the expenses and statutory dues incurred by HLL will be debited to SP.
- c) Empanelled Service Providers will have the option to bid for the projects in lower categories. Service Providers empanelled for Category 3 is eligible to migrate and bid for Category 1 & 2 Projects and likewise the Service Providers empanelled in Category 2 is eligible to migrate and bid for Category 1 also. But the reverse migration is not acceptable.
- d) HLL may form consortium/joint venture for execution of project. Selected SP will be responsible for end-to-end implementation of project in association with HLL and shall bear the costs involved in the execution of projects.
- e) HLL will have the right to reject proposals if they are found to be unacceptable.

5. QUALIFICATION CRITERIA AND OTHER TERMS & CONDITIONS

5.1. Prequalification Criteria – Category-1

a.	The participants in the EOI should be Company which could be a Partnership Co/ LLP/ Private Ltd / Public Ltd by shares. Consortiums are allowed. Such consortiums
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	should have legally binding agreement among them. All the members of the consortium shall be jointly and severally liable for the performance of the contract, however the lead bidder will be solely responsible for all the obligations under this project / contract.
b.	Participating entities (in case of consortiums cumulatively) should have minimum average turnover of Rs. 5 Crores during last 3 financial years. (FYs 2021-22, 2022-23, 2023-24)
c.	Participant or any of the consortium member must have at least 3 years of experience in the field of providing hospital/healthcare facilities operations and management in any private/ public sector/ Govt./ Semi Govt. Hospital (Own facility or O&M projects) in the last six years.
d.	Participant or any of the consortium member must have experience of operating and managing at least one hospital with minimum 30 beds for a period of at least two years continuously during last 6 years immediately preceding the technical bid opening. Alternatively Participant or any of the consortium member must have experience of executing atleast one PPP project involving managing and operating SC/PHC/CHC level healthcare facilities for a period of at least two years continuously during last 6 years immediately preceding the technical bid opening
e.	Participant or any of the consortium member must have experience of deploying have minimum 10 Medical/paramedical staff on its payroll for any facility/project during last three years and working for minimum one year.
f.	The Net Worth of the bidder shall be positive in the last 3 financial years. Turn over certificate, Balance sheet and P&L Account duly certified by a Chartered Accountant for the last 3 financial year shall be submitted along with the EOI as a proof for positive net-worth
g.	Participant shall have valid ISO 9001:2015 certification for any of their facilities.
h.	The applicant shall have all regulatory clearances/licenses for performance of the services under scope of work. Also participants shall be registered with the appropriate authority of EPF/ ESIC and copy of EPF, ESIC registration/ labour license shall be furnished.
i.	The participant or any consortium members who stands de-recognized/debarred/banned/blacklisted by any State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law in India can't participate in this EOI during the period

	of de-recognition / debarment/ Banned/blacklisted.
j.	The firm/directors shall not have any criminal record or should not have been convicted by any court of law in India. Parties shall give a declaration to this effect.
k.	Demonstration of capabilities – HLL may ask participant for a live demonstration/presentation for assessing the capabilities of the participants
l.	The Lead Consortium Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the consortium, and the entire execution of the Contract shall be done with the Lead Consortium Member and payment under the contract shall be received by the Lead Consortium Member on behalf of the consortium as per power conferred to him in the Power of Attorney.

5.2. Prequalification Criteria – Category-2

a.	The participants in the EOI should be Company which could be a Partnership Co/ LLP/ Private Ltd / Public Ltd by shares. Consortiums are allowed. Such consortiums should have legally binding agreement among them. All the members of the consortium shall be jointly and severally liable for the performance of the contract, however the lead bidder will be solely responsible for all the obligations under this project / contract.
b.	Participating entities (in case of consortiums cumulatively) should have minimum average turnover of Rs. 10 Crores during last 3 financial years. (FYs 2021-22, 2022-23, 2023-24)
c.	Participant or any of the consortium member must have at least 3 years of experience in the field of providing hospital/healthcare facilities operations and management in any private/ public sector/ Govt./ Semi Govt. Hospital (Own facility or O&M projects) in the last six years.
d.	Participant or any of the consortium member must have experience of operating and managing at least one hospital with minimum 50 bed for a period of at least two years continuously during last 6 years immediately preceding the technical bid opening. Alternatively Participant or any of the consortium member must have experience of executing atleast two separate PPP projects involving managing and operating PHC/CHC/DH level healthcare facilities for a period of at least two years continuously during last 6 years immediately preceding the technical bid opening

e.	Participant or any of the consortium member must have experience of deploying have minimum 30 Medical/paramedical staff on its payroll for any facility/project during last three years and working for minimum one year.
f.	The Net Worth of the bidder shall be positive in the last 3 financial years. Turn over certificate, Balance sheet and P&L Account duly certified by a Chartered Accountant for the last 3 financial year shall be submitted along with the EOI as a proof for positive net-worth
g.	Participant shall have valid ISO 9001:2015 certification for any of their facilities.
h.	The applicant shall have all regulatory clearances/licenses for performance of the services under scope of work. Also participants shall be registered with the appropriate authority of EPF/ ESIC and copy of EPF, ESIC registration/ labour license shall be furnished.
i.	The participant or any consortium members who stands de-recognized/debarred/banned/blacklisted by any State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law in India can't participate in this EOI during the period of de-recognition / debarment/ Banned/blacklisted.
j.	The firm/directors shall not have any criminal record or should not have been convicted by any court of law in India. Parties shall give a declaration to this effect.
k.	Demonstration of capabilities – HLL may ask participant for a live demonstration/presentation for assessing the capabilities of the participants
l.	The Lead Consortium Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the consortium, and the entire execution of the Contract shall be done with the Lead Consortium Member and payment under the contract shall be received by the Lead Consortium Member on behalf of the consortium as per power conferred to him in the Power of Attorney.

5.3. Prequalification Criteria – Category-3

a.	The participants in the EOI should be Company which could be a Partnership Co/ LLP/ Private Ltd / Public Ltd by shares. Consortiums are allowed. Such consortiums should have legally binding agreement among them. All the members of the consortium shall be jointly and severally liable for the performance of the contract, however the lead bidder will be solely responsible for all the obligations under this project / contract.
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b.	Participating entities (in case of consortiums cumulatively) should have minimum average turnover of Rs. 25 Crores during last 3 financial years. (FYs 2021-22, 2022-23, 2023-24)
c.	Participant or any of the consortium member must have at least 5 years of experience in the field of providing hospital/healthcare facilities operations and management in any private/ public sector/ Govt./ Semi Govt. Hospital (Own facility or O&M projects).
d.	Participant or any of the consortium member must have experience of operating and managing at least one hospital with more than 75 bed for a period of at least two years continuously during last 6 years immediately preceding the technical bid opening. Alternatively Participant or any of the consortium member must have experience of executing atleast three separate PPP project involving managing and operating PHC/CHC/DH/ State level healthcare facilities for a period of at least two years continuously during last 6 years immediately preceding the technical bid opening
e.	Participant or any of the consortium member must have experience of deploying have more than 75 Medical/paramedical staff on its payroll for any facility/project during last three years and working for minimum one year.
f.	The Participant or any of the consortium member should have a NABH accreditation for one of its multi- specialty hospital(s) or should have experience of operating hospital with NABH accreditation in the past 6 years.
g.	The Net Worth of the bidder shall be positive in the last 3 financial years. Turn over certificate, Balance sheet and P&L Account duly certified by a Chartered Accountant for the last 3 financial year shall be submitted along with the EOI as a proof for positive net-worth
h.	Participant shall have valid ISO 9001:2015 certification for any of their facilities.
i.	The applicant shall have all regulatory clearances/licenses for performance of the services under scope of work. Also participants shall be registered with the appropriate authority of EPF/ ESIC and copy of EPF, ESIC registration/ labour license shall be furnished.
j.	The participant or any consortium members who stands de-recognized/debarred/banned/blacklisted by any State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law in India can't participate in this EOI during the period of de-recognition / debarment/ Banned/blacklisted.

k.	The firm/directors shall not have any criminal record or should not have been convicted by any court of law in India. Parties shall give a declaration to this effect.
l.	Demonstration of capabilities – HLL may ask participant for a live demonstration/presentation for assessing the capabilities of the participants
m.	The Lead Consortium Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the consortium, and the entire execution of the Contract shall be done with the Lead Consortium Member and payment under the contract shall be received by the Lead Consortium Member on behalf of the consortium as per power conferred to him in the Power of Attorney.

5.4. Evaluation Methodology

The evaluation shall be done on weight age to technical evaluation. The participants meeting the minimum qualification criteria and obtain at least 60 marks in the evaluation process will be considered as technically qualified for empanelment. (in case of Consortium, cumulative credentials of all members shall be accounted for eligibility calculations).

5.4.1. Category-1

Sl.No	Description	Category 1 Evaluation Criteria	Marks	Documents to be submitted
1	Average Turn Over for last three financial years FYs 2021-22, 2022-23 2023-24 (in Rs.)	Minimum 5 Cr	12	Firm turnover is defined as the average annual turnover over the last 3 financial years (FYs 2021-22, 2022-23, 2023-24). Chartered Accountant verified / audited turnover statements to be furnished as proof for the same
		5-25 Cr	15	
		>25 Cr	20	
2	No. of years' experience in setting up, operations and management of hospital / healthcare facility	Minimum 3 Years	12	Copies of Work Orders, client certificate or other documents in this regard indicating the date of start & date of completion as per agreement / status of ongoing work.
		3- 5 Years	15	
		>5 Years	20	
3	Experience of operating minimum number of similar projects/ facilities	1	12	Work Orders / Client certificate
		2-3	15	
		>3	20	
4		30 beds	12	

	Experience of operating Hospitals with minimum no of Beds	30-50 beds	15	Work Orders / Client certificate indicating the no of beds
		>50 beds	20	
5	Total number of technical Manpower on Payrolls of Service Provider (Doctors/ Nurses/Paramedics/ Bio-Med Engg etc)	10	12	Manpower on roll will be all employees on the books of the company on the date of release of this EOI. CA statement regarding technical manpower under its payroll for the previous year to be submitted as part of the technical documents.
		10-20	15	
		20-30	20	
TOTAL MARKS			100	

5.4.2 Category-2

Sl.No	Description	EVALUATION CRITERIA Category 2	Marks	Documents to be submitted
1	Average Turn Over for last three financial years FYs 2020-21, 2021-22, 2022-23 (in Rs.)	10-15 Cr	12	Firm turnover is defined as the average annual turnover over the last 3 financial years (FYs 2021-22, 2022-23, 2023-24). Chartered Accountant verified / audited turnover statements to be furnished as proof for the same
		15-20 Cr	15	
		>20 Cr	20	
2	No. of years' experience in setting up, operations and management of hospital / healthcare facility	3-5 Years	12	Copies of Work Orders, client certificate or other documents in this regard indicating the date of start & date of completion as per agreement / status of ongoing work.
		5- 7 Years	15	
		>7 Years	20	
3	Experience of operating minimum number of similar projects/ facilities	1-3	12	Work Orders / Client certificate
		3-5	15	
		>5	20	

4	Experience of operating Hospitals with minimum no of Beds	50 beds	12	Work Orders / Client certificate indicating the no of beds
		50-100 beds	15	
		> 100 beds	20	
5	Total number of technical Manpower on Payrolls of Service Provider (Doctors/Nurses/Paramedics/ Bio-Med Engg etc)	30	12	Manpower on roll will be all employees on the books of the company on the date of release of this EOI. CA statement regarding technical manpower under its payroll for the previous year to be submitted as part of the technical documents.
		30-45	15	
		>45	20	
TOTAL MARKS			100	

5.4.3 Category-3

Sl.No	Description	EVALUATION CRITERIA	Marks	Documents to be submitted
		Category 3		
1	Average Turn Over for last three financial years FYs 2020-21, 2021-22, 2022-23 (in Rs.)	25-30 Cr	12	Firm turnover is defined as the average annual turnover over the last 3 financial years (FYs 2021-22, 2022-23, 2023-24). Chartered Accountant verified / audited turnover statements to be furnished as proof for the same
		30-35 Cr	15	
		>35 Cr	20	
2	No. of years' experience in setting up, operations and management of hospital / healthcare facility	5-7 Years	12	Copies of Work Orders, client certificate or other documents in this regard indicating the date of start & date of completion as per agreement / status of ongoing work.
		7-10 Years	15	
		>10 years	20	
3	Experience of operating minimum number of projects/ facilities	1-5	12	Work Orders / Client certificate
		5-7	10	
		>7	15	
4	Experience of operating Hospitals with minimum no of Beds	75	12	Work Orders / Client certificate indicating the no of beds
		75-200	15	
		>200	20	

5	Experience criteria (Clinical services operation in multispecialty hospital with NABH accreditation)	1	12	Accreditation copies / Work Orders, client certificate indicating the date of start & date of completion as per agreement / status of ongoing work
		2	10	
		>2	15	
6	Total number of technical Manpower on Payrolls of Service Provider (Doctors/Nurses/Paramedics/ Bio-Med Engg etc)	75	12	Manpower on roll will be all employees on the books of the company on the date of release of this EOI. CA statement regarding technical manpower under its payroll for the previous year to be submitted as part of the technical documents.
		75-100	15	
		>100	20	
TOTAL MARKS			100	

5.5. General Terms and Conditions

a.	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.
b.	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.
c.	The empaneled Service Providers have to abide by all the rules made herein and as amended from time to time during the tenure of their empanelment. The empanelment is being done to have a ready list of suitable service providers for our future projects.
d.	EOI participants are instructed to keep the information and details provided to them through this EOI and subsequent Request for Quotes strictly confidential.
e.	HLL shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their EOI and other expenses.
f.	Eligible participants are requested to submit the EOI processing fee and EMD online on or before the due date as mentioned in the EOI. The Participant who failed to submit the EOI fee and EMD before the submission deadline will be considered as technically nonresponsive
g.	HLL reserves the right to expand or reduce the panel of Service Providers at any time as per its convenience.
h.	HLL reserves the right to engage more than one Service Providers for the same project/client

i.	HLL reserves the right to reject any or all the Expressions of Interest without assigning any reason thereof.
j.	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.
k.	The Participants to indemnify HLL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.

6. SUBMISSION OF EOIS

6.1. The Interested participant shall submit their EOI 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 participants shall download from the portal. The participants shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of Eois, a system generated receipt can be downloaded by the participants for future reference. Copies of all certificates and documents shall be uploaded while submitting the EOI online.

6.2. The tender is invited in 2 Envelope system from the registered and eligible firms at CPP Portal.

a) Envelope - I (EOI Fee (Rs.5900) and EMD (5 Lakhs)):

EOI fee (Non-refundable) and EMD as per the EOI conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

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

Document of the above transactions completed successfully by the participants, shall be uploaded separately while submitting the EOIs online.

NOTE

If required HLL may ask participants for conversion of EMD to Performance Security/Security Deposit post empanelment.

b) Envelope -II (Technical Offer):

Technical Offer should contain dully filled, signed and scanned soft copy documents as mentioned

in Instructions to Bid (ITB) - Documents to be submitted along with the EOI (clause -7).

Note: -

- a. HLL Lifecare Limited reserves the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then HLL shall take the following action:
 - i. The agency shall be liable for debarment from EOI in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
- b. On demand of the EOI Inviting Authority, this whole set of certificates and documents shall be send to the EOI Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the EOI Inviting Authority before the deadline mentioned. The EOI Inviting Authority reserves the right to reject any EOI, for which the above details are not received before the deadline.
- c. The EOI Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the participants during the e-procurement process.

7. DOCUMENTS TO BE SUBMITTED ALONG WITH THE EOI:

- Signed copy of Eoi Document (all pages of EOI document to be signed & stamped) by the participant as token of acceptance of the Terms & Conditions.
- EOI document fee & EMD Payment details
- ANNEXURE-1 EOI form
- ANNEXURE-2 - SELF DECLARATION – COMPLIANCE TO RULE 144 (XI) OF GFR 2017
- ANNEXURE-3 - SELF DECLARATION – MAKE IN INDIA PREFERENCE
- ANNEXURE-4 - Signed Integrity Pact Agreement
- ANNEXURE-5 - Details of similar projects done during previous three years with along copies of work order/ MoU/Agreements
- Copy of GST registration certificate
- Copy of Certificate of incorporation/partnership deed
- Copy of agreement executed between members in case bidder is a consortium.
- Copy of PAN Card / Exemption certificate from Income Tax Department
- Turnover Certificate and Net Worth Certificate for last three financial years from Chartered Accountant
- Audited balance sheet and Profit and Loss statement for last three years
- Copy of valid ISO 9001:2015 certification for any of bidder's facilities

- Documents as stated in Eligibility criteria for the category applicable substantiated with work orders/ client certifications
 - Proof of years of experience
 - Proof of number of projects executed
 - Proof of number of beds in hospital projects
- Copy of EPF and ESIC registration Documents/ details
- Power of attorney for signatory of EOI in Rs.200 stamp paper duly notarized
- A brief about participant's firm including
 - Background about the Firms, legal status of the company, number of staff, turnover and years in business etc.
 - list of equipment owned and being used by the applicant at sites mentioned for qualifying criteria
 - The Core Competencies/ Core Area of working of the Organizations.
 - Experience in India, and/or other key markets.
 - If required HLL may call for a presentation for assessment of capabilities.
- Declaration regarding criminal record or conviction by any court of law in India or abroad of the firm/Directors and pending legal cases.
- Declaration stating that firm is not de-recognized/debarred/banned/blacklisted by any State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law non conviction in any illegal activities.
- All the documents as required under clause no. 5. Evaluation criteria of section-1, ITB.

8. **GENERAL INSTRUCTIONS TO PARTICIPANTS:**

- 8.1 This EOI is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>
- 8.2 EOI 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-EOI shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.
- 8.3 The EOI and its corrigendum/extension will also be published in our company website, URL address: <http://www.lifecarehll.com/tender>.

- 8.4 The EOI process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring participants may download and go through the EOI document.
- 8.5 All EOI documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. EOIs/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late EOIs will not be accepted.
- 8.6 The complete EOI process is online. Participants should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of EOIs. 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 EOIs for evaluation purpose and shall be treated as non-responsive and shall be rejected.
- 8.7 Participants 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, Participants may contact the help desk numbers & email ids mentioned at the e-tender portal.
- 8.8 Participants are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the EOI Enquiry Document.
- 8.9 The participants are required to submit soft copies of their EOIs electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the participants in registering on the CPP Portal, prepare their EOIs in accordance with the requirements and submitting their EOIs online on the Government eProcurement Portal.
- 8.10 Registration
- i. Participants 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.

- ii. As part of the enrolment process, the participants will be required to choose a unique user name and assign a password for their accounts.
- iii. Participants 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.
- iv. 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 participants 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.
- v. Upon enrolment, the participants 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.
- vi. 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.
- vii. 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 participants, who submit their EOIs for this EOI 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 EOI.
- viii. Only those participants having a valid and active registration, on the date of EOI submission, shall submit EOIs online on the e-procurement portal.
- ix. Only one valid DSC should be registered by a bidder. Please note that the participants are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- x. Ineligible bidder or participants who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this EOI.

8.11 Searching for EOI Documents

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

8.12 Preparation of EOI

- a) Bidder should take into account any corrigendum published on the EOI document before submitting their EOIs.
- b) Before the deadline for submission of EOIs, the Tender Inviting Authority may modify the EOI document by issuing addenda.
- c) Any addendum thus issued shall be a part of the EOI documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective participants not viewing the website in time.
- d) If the addendum thus published does involves major changes in the scope of work, the EOI Inviting Authority may at his own discretion, extend the deadline for submission of EOIs for a suitable period to enable prospective participants to take reasonable time for EOI preparation taking into account the addendum published.
- e) Please go through the EOI document carefully to understand the documents required to be submitted as part of the EOI. Please note the number of covers in which the EOI 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 EOI.
- f) Bidder, in advance, should get ready the EOI documents to be submitted as indicated in the EOI document / schedule and generally, they can be in PDF / XLS / RAR

/DWF/JPG formats. EOI documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- g) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every EOI, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the participants. Participants can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a EOI, and need not be uploaded again and again. This will lead to a reduction in the time required for EOI submission process.
- h) Note: My Documents space is only a repository given to the Participants to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical offer.

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

8.14 EOI participants are required to upload the digitally signed file of scanned documents. EOI documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

8.15 Any queries relating to the process of online EOI 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: -

8.16 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 Participants are requested to prefix +91 as country code

E-Mail Support: For any Issues or Clarifications relating to the published EOIs, participants are requested to contact the respective EOI Inviting Authority

Technical - support-eproc@nic.in, Policy Related - cPPP-doe@nic.in

8.17 Participants are requested to kindly mention the URL of the portal and EOI ID in the subject while emailing any issue along with the contact details.

8.18 Any queries relating to the EOI document and the terms and conditions contained therein should be addressed to the EOI Inviting Authority for a EOI or the relevant

contact person indicated in the EOI. Address for communication and place of opening of EOIs:

Associate Vice President i/c & BH (HCS)
Healthcare Services Division
HLL Lifecare Limited
HLL Bhavan, Poojappura, Thiruvananthapuram - 695012,
Kerala, India
Tel: +91 4712354949 ,Email – hcstenders@lifecarehll.com

- 8.19 The EOIs shall be opened online at the Office of the AVPi/c &BH (HCS) in the presence of the Participants/their authorized representatives who wish to attend at the above address. If the EOI opening date happens to be on a holiday or non-working day due to any other valid reason, the EOI opening process will be done on the next working day at same time and place.
- 8.20 More details can be had from the Office of the AVPi/c &BH (HCS) during working hours. The EOI Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the participant during the e-procurement process.
- 8.21 A firm/ participants shall submit only one offer against this EOI process. A participant (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one EOI will cause all the proposals in which the participant has participated to be disqualified.
- 8.22 Online EOI Process:
The EOI process shall consist of the following stages:
- i. Downloading of EOI document: EOI document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
 - ii. Pre-bid meeting: 30.04.2025. at 11.00 hrs at the office of Associate Vice president (HCS)i/c, HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India. Participants can also join through Video conference link given in the Notice inviting EOI.

- iii. 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.
- iv. EOI submission: Participants have to submit their EOIs along with supporting documents to support their eligibility, as required in this EOI document on Government e-procurement portal. No manual submission of EOI is allowed and manual EOIs shall not be accepted under any circumstances.
- v. Opening of EOI and empanelment: The technical EOIs will be opened, evaluated and empaneled as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification.

8.23 EOI Processing Fees and Bid Security (EMD):

EOI Document fee (Non-refundable) and EMD as per the EOI conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

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

Document of the above transactions (UTR NUMBER and DATE OF UTR) completed successfully by the participant, shall be uploaded at the locations separately while submitting the EOIs online.

Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the participant. The supplier / contractor's EOI will be evaluated only if payment is effective on the date and time of EOI opening

The participants who failed to submit the tender fee and EMD before the submission deadline will be considered as technically non responsive.

8.24 HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the EOI and participant shall be bound to perform the same at his quoted rates.

8.25 In case, it is found during the evaluation or at any time before placing of PO or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the participant or the applicant has made material

misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare as deemed fit.

8.26 Conditional EOIs and EOIs 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.

8.27 HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the participants and to carry out the capability assessment of the participants and the HLL Lifecare Limited's decision shall be final in this regard.

8.28 HLL Lifecare Limited Ltd reserves the right to amend or withdraw any of the terms and conditions contained in the EOI document including scope of work or reject any or all EOIs without giving any notice or assigning any reasons.

8.29 Submission Process:

For submission of EOIs, all interested participants have to register online as explained above in this document. After registration, participants shall submit their EOI online on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).

8.30 Note: -

It is necessary to click on "Freeze bid" link / icon to complete the process of EOI submission otherwise the EOI will not get submitted online and the same shall not be available for viewing/ opening during EOI opening process.

9. CLARIFICATION OF EOIS

9.1 To assist in the examination, evaluation, and comparison of EOIs, the EOI Inviting Authority may ask the participant for required clarification on the information submitted with the EOI. The request for clarification and the response shall be in writing or by e-mail.

9.2 No participant shall contact the EOI Inviting Authority on any matter relating to the submitted EOI from the time of the EOI opening to the time the contract is awarded. If the participant wishes to bring additional information to the notice of the EOI Inviting Authority, he shall do so in writing.

10. EOI VALIDITY

10.1. EOI shall remain valid for the period of 3 years from the date of empanelment. EOI valid for a shorter period shall be rejected by HLL as non-responsive.

10.2. In exceptional circumstances, prior to expiry of the original EOI validity period, the EO inviting Authority may request the participants 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 participant may refuse the request without forfeiting its bid security (if applicable). A participant agreeing to the request will not be required or permitted to modify its EOI, 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. The interested participant shall furnish, as part of his EOI, a Bid Security for an amount as detailed in the Notice Inviting EOI (NIT)/EOI. For e-tenders, Interested participants shall remit the Bid Security using the payment options given in e-tender under Government e-Procurement system only.

11.2. Each EOI must be accompanied by EMD. Any EOI not accompanied by an acceptable Bid Security (EMD) shall be rejected as non-responsive.

11.3. The Bid Security (EMD) of the unsuccessful participant shall become refundable as promptly as possible after finalization of the EOI.

11.4. The Bid Security (EMD) of the successful Bidder will be discharged when the participant has furnished the required Security Deposit and acceptance of LOI/Work order.

11.5. The Bid Security may be forfeited:

(a) If a participant:

- Changes its offer/EOI during the period of EOI validity or during the validity of the contract.
- Does not accept the correction of errors

(b) In the case of the successful participant, if the participant fails:

- To sign the Agreement
- 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.

11.6. In such cases the work shall be rearranged at the risk and cost of the selected participant

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

12. EOI PROCESSING FEE

- 12.1. The mode of remittance of Tender Processing Fee shall be the same as detailed for remitting Bid Security (EMD). For e-tenders, interested participants shall remit the EOI fee using the payment options as mentioned in the e-tender in Government eProcurement portal only.
- 12.2. Any EOI not accompanied by the EOI processing Fee as notified, shall be rejected as nonresponsive.
- 12.3. EOI processing Fee remitted will not be refunded.

13. ALTERATIONS AND ADDITIONS

- 13.1. The EOI shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the participant, in which case such corrections shall be initialled by the person or persons signing the EOI.
- 13.2. The Interested participant shall not attach any conditions of his own to the EOI. The offer documents must be based on the EOI documents. Any participant who fails to comply with this clause will be disqualified.

14. DEADLINE FOR SUBMISSION OF THE EOI FOR INTERESTED PARTICIPANTS

- 14.1. EOI shall be received only online on or before the date and time as notified in EOI.
- 14.2. The EOI Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of EOIs, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The participant will not be able to submit his EOI after expiry of the date and time of submission of EOI (server time).
- 14.3. Modification, Resubmission and Withdrawal of EOIs

Resubmission or modification of EOI by the participants for any number of times before the date and time of submission is allowed. Resubmission of EOI shall require uploading of all documents afresh.
- 14.4. If the participant fails to submit his modified EOIs within the pre-defined time of receipt, the system shall consider only the last EOI submitted.
- 14.5. The participant can withdraw his/her EOI before the date and time of receipt of the EOI. The system shall not allow any withdrawal after the date and time of submission.

15. EOI OPENING AND EVALUATION

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

15.2. EOI Opening Process

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

Envelope - I: Envelope- I Opening date shall be technical bid opening date as mentioned in Notice Inviting EOI/ EOI Document. (Envelope – I shall contain scanned copy of EOI Fees and EMD).

Envelope - II: Opening date shall be technical bid opening date as mentioned in Notice Inviting EOI /EOI document. The intimation regarding acceptance / rejection of their EOIs will be intimated to the contractors/firms through e-tendering portal.

15.3. If any clarification is needed from participant about the deficiency in his uploaded documents in Envelope- I, he will be asked to provide it through CPP portal. The participants shall upload the requisite clarification/documents within time specified by HLL Lifecare Limited, failing which tender will be liable for rejection. In extraordinary circumstances the participants may be requested to submit the deficient documents intimated through the e-tendering portal additionally by e-mail (As mentioned in the NIT)

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

16. CONFIDENTIALITY

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

16.2. Any effort by participants 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 Participants' bid.

16.3. The empaneled strategy partners shall not disclose/divulge the information provided in this EOI or subsequent request for quotes in any manner to any third party and treat it as most confidential.

17. EXAMINATION OF EOIS AND DETERMINATION OF RESPONSES

- 17.1. During the EOI opening, the EOI Inviting Authority will determine for each EOI whether it meets the required eligibility as specified in the note inviting EOI.
- 17.2. A substantially responsive EOI is one which conforms to all the terms, conditions, and requirements of the EOI documents, without any deviation or reservation only will be considered.
- 17.3. Non submission of legible or required documents or evidence may render the EOI non-responsive.

18. HLL'S RIGHT TO ACCEPT OR REJECT ANY OR ALL EOIS

- 18.1. HLL reserves the right to accept or reject any EOI, and to annul the EOI process and reject all EOIs at any time prior to award Contract award, without thereby incurring any liability to the affected bidder or participants.
- 18.2. HLL does not bind itself to accept the lowest or any EOI and reserves the right to reject any or all EOIs 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 EOIs from the participants due to such changes, if any.
- 18.4. Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the participant from its empanelment.
- 18.5. HLL reserves the right to accept or reject any EOI and annul the EOI process and reject all EOIs at any time prior to award of contract without thereby incurring any liability to the affected bidder or participants or any obligation to inform the affected bidder or participants of the ground for the purchaser's action.

19. EMPANELMENT:

- 19.1. Qualified parties will be empaneled from the date of Notification of Award.
- 19.2. The EOI Inviting Authority reserves the right to accept or reject any EOI and to cancel the EOI process and reject all EOIs at any time prior to the empanelment, without thereby incurring any liability to the affected Bidder or Participants.
- 19.3. Empanelment will be initially valid for a period of 36 months from the date of Notification

of Award and the same can be extended after reviewing the performance.

19.4. Name of the Service Provider may be removed from the approved empanelment list if the firm:

- a) has failed to execute a contract or as executed it unsatisfactorily; or
- b) in case of bankruptcy or for activities detrimental to the interest of HLL or
- c) persistently violates any important conditions of the contract; or
- d) fails to abide by the conditions of empanelment; or
- e) is found to have given false particulars at the time of empanelment; or
- f) has indulged in any type of forgery or falsification of records; or
- g) is declared or is in the process of being declared bankrupt, insolvent, wound up, dissolved or partitioned; or
- h) persistently violates the labour regulations and rules, or
- i) is involved complaints of serious nature received from other departments which prima facie appear to be true.
- j) Default in settlement of tax dues like income tax, Contract tax, sales tax, octroi, duties, GST, any statutory compliance etc.
- k) Ceases to fulfill eligibility criteria based on which enlistment is considered.
- l) If the party is debarred/blacklisted/banned by any of the authorities / organization / companies.
- m) Not meeting the desired business objectives of empanelment.

20. CONFLICT OF INTEREST.

20.1. The selected Service Providers 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 Service Provider 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.

20.2. Post empanelment, after participating in request for financial quotes floated by HLL against a particular business opportunity/project/tender, empanelled strategy partners must refrain from competing with HLL for that business opportunity in any manner.

21. TERMINATION

21.1. Empanelment will be terminated on completion of period mentioned in the agreement and upon completion of all obligations by the parties. HLL reserves the right to terminate/ cancel the Notification of award/ agreement/empanelment at any time for any reason without any liability on HLL. HLL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part; if the Service Provider fails to perform any obligation(s) under the empanelment. In such event the Service Provider will be liable for all the consequent losses to HLL.

22. COURT JURISDICTION:

22.1. 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.

23. INDEMNITY

23.1. The Interested participant 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/Participants/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 /Participants.(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 participant or its affiliate.

24. GOVERNING LANGUAGE

24.1 The EOI documents 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.

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.

26. INTEGRITY PACT

26.1. Pre-Contract Integrity Pact and Independent External Monitor

The Integrity pact annexed shall be part and parcel of this document and has to be signed by participant(s) at the pre-tendering stage itself, as a pre EOI obligation and should be submitted along with the EOI. All the participants are bound to comply with the Integrity Pact clauses. EOIs submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by participants(s) at the pre-tendering stage itself, as a pre-EOI obligation and should be

submitted along with the EOI. All the participants are bound to comply with the Integrity Pact clauses. EOIs submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

The email id of the Independent External Monitor for HLL is given below.

Email id: iemhll@lifecarehll.com

27. RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017 FOR PARTICIPANTS FROM A COUNTRY SHARING LAND BORDER WITH INDIA.

27.1. Any participant from a country which shares a land border with India will be eligible to bid in this EOI only if the participant is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of GFR) inclusive of the latest amendments issued by Ministry of Finance, GOI at Appendix of this bidding document. The participant must comply with all provisions mentioned in this order. A self-declaration (as per format provided in Annexure 2) with respect to this order must be submitted.

28. PROVISIONS OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017

- 28.1. MSME/ Startups - Statutory exemptions as per relevant guidelines shall be applicable for MSE/Startup vendors. However, the preferences with respect to MSME shall not be applicable who are only involved the trading of the product under the scope of this EOI.
- 28.2. PPP MII - Preferences for Make in India products / services shall be applicable in line with Government Order No. P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments. Self-declaration to be submitted to claim MAKE IN INDIA preference as per Annexure 3.

ANNEXURE-A

DETAILED SCOPE OF WORK – SERVICE PROVIDER

Following are the general scope of work for the service provider which will vary as per the specific project requirements.

1. PROVISION OF INFRASTRUCTURE

- 1.1. The Service Provider shall establish, equip, operate, and manage the designated facility for providing medical treatment and other clinical services at the hospitals and other healthcare institutions as per the requirement of HLL. The Service Provider may conduct a preliminary inspection to assess space availability and identify any required civil works.
- 1.2. The Service Provider assumes full responsibility for all aspects related to the smooth functioning of the departments/clinical facilities, including infrastructure modifications, procurement of equipment, and the provision of necessary medical and non-medical supplies. Any modifications or additions to the hospital buildings must be carried out at the Service Provider's expense and with prior written permission from the authorized hospital officer.
- 1.3. The Service Provider shall be accountable for the installation, repair, and maintenance of electrical lines, water pipelines, air conditioning fittings, and all other necessary fittings within the designated facilities.
- 1.4. The Service Provider shall procure all essential medical and non-medical equipment, furniture, beds, linen, mattresses, stationery, drugs, dressings, consumables, non-consumables, technicians, and any other materials or services required for the efficient operation of the facilities, at their own cost.
- 1.5. If required, The Service Provider shall assume responsibility for any additional electricity and water connections, meters, and payment of associated utility expenses. Proper records of invoices and payment receipts must be maintained for auditing purposes.
- 1.6. The Service Provider must ensure a reliable backup arrangement, such as UPS or generators, to guarantee uninterrupted power supply to the facilities.
- 1.7. The Service Provider shall procure and manage all necessary facilities, including computers, telephones, internet connections, and any other infrastructure essential for the seamless operation of the facilities, at their own expense.
- 1.8. The Service Provider shall at its own cost install, operate and maintain a computerized Hospital Management Information System (“HMIS”) so as to ensure that the records of facility are computerized and maintained in a structured manner.

- 1.9. The Service Provider shall make appropriate arrangements for housekeeping, security services, and the disposal of bio-medical waste within the designated facilities.
- 1.10. The Service Provider may have to assume responsibility for the Central Sterile Supply Department (CSSD) services and laundry facilities within the facilities as per the project requirements.
- 1.11. All equipment provided by the Service Provider must be of the latest technology approved by relevant authorities, such as AERB for radiation-related equipment. Before installation, the Service Provider shall provide details of the equipment purchased and installed at the facilities and submit a certification from the Original Equipment Manufacturer (OEM) confirming their commitment to supporting the equipment for the duration as per HLL's requirement.
- 1.12. Equipment shall be procured as per the specifications provided/ approved by HLL.
- 1.13. The service provider must comply with the applicable Biomedical Waste Management Rules for proper management of biomedical waste generated at the facilities they are operating.
- 1.14. The Service Provider shall ensure compliance with AERB guidelines, obtain necessary licenses, and fulfill radiation safety requirements for any applicable equipment. They shall employ a Radiation Safety Officer (RSO) responsible for the operation of relevant equipment.
- 1.15. The Service Provider shall be responsible for ensuring regulatory compliance of the facilities, including obtaining necessary approvals from local and national authorities incurring the financial commitment towards the same.
- 1.16. The service provider shall be responsible for maintaining computer hardware, software, database administration, and network security management. Real-time entries of patient information in the MIS system shall be ensured.
- 1.17. The service provider shall maintain and update the HMIS system, incorporating any necessary changes in consultation with HLL.
- 1.18. The Service Provider must obtain insurance coverage for all equipment within the facilities for the entire contractual period at their own cost.
- 1.19. The safety and security of the facilities, including all personnel and property of the Service Provider, shall be the sole responsibility of the Service Provider. The HLL shall not be held responsible for any damages, mishaps, injuries, or accidents occurring within facility during the Service Provider's operations.

2. PROVISION OF MANPOWER

- 2.1. Medical Staffing Services: The Service Provider shall be responsible for supplying qualified and professional medical staff including but not limited to, doctors, nurses, and paramedics, who will deliver necessary treatment, care, and support to the patients. Additionally, the Service Provider shall manage facility management tasks, including equipment maintenance, building upkeep, and housekeeping services.
- 2.2. The Service Provider shall ensure that all medical and technical staff members hold the necessary certifications, licenses, and qualifications in accordance with the relevant regulatory bodies and guidelines for medical care services.
- 2.3. The Service Provider shall arrange and deploy all support staff, and administrative personnel, to ensure the efficient operation of clinical facilities at their own expense. The deployed staff should possess the appropriate qualifications, training, and experience in providing the services.
- 2.4. The staffing requirements may include, but not be limited to, the following positions:
 - Doctors
 - Nurses
 - Paramedics and Emergency Medical Technicians (EMTs)
 - Laboratory Technicians
 - Imaging Technicians
 - Operation Theatre Technicians
 - Support Staff (including receptionists, administrative staff, and janitorial personnel)
- 2.5. The Service Provider shall be responsible for staff recruitment, training, performance management, and remuneration. The wages, benefits, and other employment-related obligations of the staff shall be borne by the Service Provider in compliance with applicable labor laws and regulations.
- 2.6. The Service Provider shall establish and maintain an effective system for scheduling, shift rotations, and on-call arrangements to ensure the continuous availability of staff for services.
- 2.7. The Service Provider shall conduct regular training and continuing education programs for the staff to enhance their skills and keep them updated with the latest advancements in medical care.
- 2.8. The Service Provider shall maintain proper records of staff qualifications, training, and certification, which shall be subject to periodic audits by the relevant authorities.
- 2.9. The Service Provider shall ensure that all the rules and regulations relating to labour laws including accident, workmen compensation and insurance, ESI, PF, etc. are to be complied. Further all standard safety norms are to be followed by Service Provider during

execution of work to avoid accidents causing damages to personnel, machines, buildings, etc. In case of any accident/ mishap of any nature occurred during performing the duty, the liability will be borne by the Service Provider.

3. SERVICES

- 3.1. The Service Provider shall undertake the operationalization of the facilities for providing clinical services and all associated functions, as per the requirement of HLL conforming to regulatory and prevailing norms, at the designated locations.
- 3.2. Implement standard operating procedures for all services is to be ensured by Service provider.
- 3.3. The Service Provider's obligations includes providing out patient and in patient services as per approved protocols by arranging expert and qualified medical professionals in various streams of modern medicine (such as General Medicine, Pediatrics, Orthopedics, allergist, cardiologist, chiropractor, dentist, dermatologist, gynecologist, naturopath, neurologist, occupational therapist, ophthalmologist, physical therapist, Obstetrics and other departments) as per requirement of the HLL.
- 3.4. The Service Provider shall give Emergency Care to persons as the need arises. Towards this end, competent Medical Officers and Paramedics shall be available 24 hours all days through the year.
- 3.5. The Service Provider shall deliver all medical treatments, surgeries, and rehabilitation services to all patients as required by HLL. Appointment management, including SMS alerts to patients, shall be provided, and capable to operate round-the-clock, prepared to handle acute/ emergency cases.
- 3.6. The Service Provider shall assume responsibility for the maintenance of all equipment and consumables associated with the services they are providing. If additional equipment/furniture is required by the Service Provider for enhanced patient treatment, they shall procure and bear the cost of these items or consumables related to the equipment.
- 3.7. They must provide patient registration facilities and integrate their registration software with the designated hospitals Hospital Management Information System (HMIS), if available.
- 3.8. In the event of any service breakdown or equipment failure, the Service Provider shall be responsible for making alternative arrangements at their own expense. Failure to make such arrangements and any resulting claims for damages from patients shall be the sole responsibility of the Service Provider. The Service Provider must provide insurance coverage for their staff to address potential claims or compensation.

- 3.9. The Service Provider shall ensure the availability of all necessary drugs and dressings required for conducting various diagnostic scans and procedures.
- 3.10. The Service Provider assumes exclusive responsibility for managing complications that may arise during the conduction of any procedure on patients at the facilities. Adequate arrangements must be in place to transfer patients requiring specialized care for such complications to other specialty centers. The costs associated with managing these complications shall be solely borne by the Service Provider, and the hospital shall not be liable.
- 3.11. Medico-legal liability arising during the course of treatment at the facilities, including the interpretation of diagnostic scans, shall solely rest with the Service Provider.
- 3.12. The Service Provider shall provide an online dashboard that presents relevant information on treatment, diagnosis, rehabilitation, and reports. Patient confidentiality and medical data privacy must be ensured at all times.

4. REPORTS & RECORDS

- 4.1. The Service Provider shall diligently maintain all necessary medico-legal and other records and be prepared to furnish them in both physical and electronic formats (CD/DVD/hard disk/other feasible form) upon request by the HLL, as well as, if necessary, by the regulatory/law enforcement authorities.

5. EDUCATION & TRAINING ON FACILITY

- 5.1. If required, The Service Provider shall cooperate with the HLL or its clients in provision of medical education to the students.
- 5.2. The Service Provider shall ensure regular training for the centre staff, including doctors and other relevant personnel, on the operation of the facility and staying updated with the latest technological advancements or software upgrades relevant to medical care.

6. ACCREDITATIONS

- 6.1. The Service Provider bears the responsibility of obtaining relevant accreditations for the services and facility within the time period required by HLL.

7. INTELLECTUAL PROPERTY

- 7.1. All medical data generated by the Service Provider at the locations where they are deployed will be the intellectual property of the HLL or its client. The Service Provider must store the data in a suitable format that can be accessed and viewed using appropriate software programs. The Service Provider must retain the data and provide HLL with access to it on a regular basis as specified by the HLL, either through a designated storage medium or a cloud-based system.
- 7.2. The use of medical data for research or publication purposes shall be subject to the approval and guidelines established by the Authority or the relevant government regulations.

8. DOCUMENTATION

- 8.1. The Service Provider shall maintain meticulous and up-to-date documentation on a daily basis, as per the project requirement on which they are deployed.
- 8.2. The Service Provider shall not sell, transfer, or assign any proprietary rights or delegate the Services to any third party. However, in the event of an unforeseen circumstance, the Service Provider may facilitate patient transfers to an alternative hospital while ensuring the continuity of necessary procedures, processes, and patient safety measures.

9. OTHER OBLIGATIONS OF THE SERVICE PROVIDER

- 9.1. Quality Control Services: The service provider shall ensure that all services meet the highest standards of patient care, accuracy, and safety.
- 9.2. Service provider shall ensure that the service standards and quality medical practices comparable with the best domestic as well as international standards are adopted towards rendering the services
- 9.3. The Service provider shall adhere to the provisions of Clinical Establishments Act and Rules and its latest amendments made time to time as applicable.
- 9.4. Administrative Services: The service provider shall provide administrative and management support, including scheduling, record-keeping, data entry, and report preparation, to HLL.
- 9.5. The service provider must adhere to all the statutory rules and guidelines and its amendments as and when issued.
- 9.6. Any other responsibilities assigned by HLL during the project period.

ANNEXURE-1
EOI FORM

Ref no:

Date:

To,
Associate Vice President i/c & BH (HCS)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949
Website – www.lifecarehll.com

Dear Sir,

EOI: EMPANELMENT OF SERVICE PROVIDER FOR END TO END HOSPITAL OPERATIONS
EOI No: HLL/ HCS/EOI/2025-26/03 Dated : 22.04.2025

EOI No.

Having examined the EOI Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services in full conformity with the EOI Documents and it's the terms and conditions.

We undertake that in case our EOI is accepted, we shall Commence work and shall make all reasonable endeavour to achieve contract acceptance.

We agree to abide by this EOI inviting document, which, in accordance with consists of this letter, letter of authorization, documents establishing conformity, and Attachments through [specify: the number of attachments] to this EOI form, up to the period mentioned in the EOI document, bids and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We declare that our Expression of Interest for services is firm and shall not be subject to any variation for the entire period of the assignment.

In case a formal final Contract is not prepared and executed between us, this EOI, together with your written acceptance of the EOI and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the all or any bid you may receive.

We, the EOI participant, shall indemnify, defend and hold harmless Government of India, 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/Participants breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer/Participants. (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 participant or any affiliate.

We agree to all terms and conditions of the EOI Document and its amendments.

Dated this [insert: number] day of [insert: month], [insert: year].

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...



ANNEXURE-2

SELF DECLARATION – COMPLIANCE TO RULE 144 (XI) OF GFR 2017

We,

.....
.....
.....

(Include name and address of the bidder)

Hereby declare that we are eligible to bid for the tender:

(Include EOI number and date)

As per the eligibility stipulated by Government Order no F.No.6/18/2019-PPD dated 23-July-2020 inclusive of the latest amendments regarding insertion of rule 144(Xi) in the General Financial Rules (GFR) 2017, issued by Ministry of Finance, Government of India.

We are aware that any bidder indenting to participate in this EOI who is from a country which shares a land border with India will be eligible to bid in this EOI only if the bidder is registered with Competent Authority as per the GO.

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

ANNEXURE-3

SELF DECLARATION – MAKE IN INDIA PREFERENCE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of EOI, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against EOI No _____ Details of location at which local value addition will be made is as follows: -----

----- We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

ANNEXURE-4

INTEGRITY PACT

All participants are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be rejected without assigning any reason.

HLL Lifecare Limited.

Division:

EOI No:

INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____ day of the month of _____

Between

HLL Lifecare Ltd. a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HLL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s _____ with office atrepresented by Shri _____, Designation..... (hereinafter called the "Bidder/Seller"/Contractor/Agent which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Both HLL and Bidder referred above are jointly referred to as the Parties.

Preamble

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

2. Enable the Bidder to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of HLL

1.1 HLL undertakes that HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 HLL will, during the tender process / pre-contract stage, treat all Participants with equity and reason, and will provide to all Participants the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other Participants in relation to tendering process or during the contract execution.

1.3 All the officials of HLL will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of Participants/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-

contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
- 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
- 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian PARTICIPANTS shall disclose their foreign principals or associates.
- 2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.
- 2.8 Participants shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid,

promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Participants, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason. If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HLL is entitled to disqualify the BIDDER from the tender process.

Clause.4. Equal treatment of all Bidders / Contractors / Subcontractors

4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

4.2 HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.

4.3 HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation / Breach

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/performance guarantee, whichever is higher.
- iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
- vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
- vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
- ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

- x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

- 7.1 HLL has appointed Shri P. Mallikharjuna Rao IFoS (Rtd) as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Shri P. Mallikharjuna Rao IFoS (Rtd)
Independent External Monitor (IEM)
Office: HLL Lifecare Limited, HLL Bhavan, Poojappura,
Thiruvananthapuram 695 012, Kerala
Email: iemhll@lifecarehll.com

- 7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.
- 7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HLL will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.
- 7.8 The IEM(s) will submit a written report to the CEO/CMD of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

Clause.8. Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If HLL obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HLL has substantive suspicion in this regard, HLL will inform the same to the Chief Vigilance Officer.

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HLL or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Thiruvananthapuram Jurisdiction.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director of HLL.

Clause. 13. Other provisions

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.2 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.3 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

INWITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL Lifecare Ltd.

Bidder

Witness

Witness

1.....

1.....

2.....

2.....

Annexure 5 - Performance statement from chartered accountant

This is to certify that M/s has successfully executed the following assignments

Financial year	List of works of similar nature executed	Details of hospitals operated with Number of beds and NABH accreditation details	Number of Technical manpower on rolls	Contract price of assignment	Contract start date	Client details with phone No. where assignment done.
2021-22	1. 2. 3.					
2022-23	1. 2. 3.					
2023-24	1. 2. 3.					

Place : Signature with Office Stamp

Date : Name & Designation

(Copies of Work order/Agreement/ MoU /Client certificates are to be submitted of the above mentioned assignments)