

**EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF
STRATEGIC PARTNERS FOR ESTABLISHING AND
OPERATING PATHALOGY SERVICES AT VARIOUS
LOCATIONS IN INDIA**



HLL INFRA TECH SERVICES LIMITED

(A Fully owned Subsidiary of HLL Lifecare Limited, A Government of India Enterprise)

B-14 A, Sector - 62, Noida - 201 307, Uttar Pradesh, India

Website: www.hllhites.com bd@hllhites.com

**INVITATION FOR EXPRESSION OF INTEREST
(EOI) FOR EMPANELMENT OF STRATEGIC
PARTNERS FOR
ESTABLISHING AND OPERATING PATHALOGY SERVICES AT
VARIOUS LOCATIONS IN INDIA**



HLL INFRA TECH SERVICES LIMITED
(A Fully owned Subsidiary of HLL Lifecare Limited, Government of India Enterprise)
Business Development Division
B-14 A, Sector - 62, Noida - 201 307, Uttar Pradesh, India
Website: www.hllhites.com
E-mail- bd@hllhites.com

Expression of Interest (EOI)

1. INTRODUCTION TO HITES

HLL INFRA TECH SERVICES LIMITED (HITES), a fully owned subsidiary of HLL Lifecare Limited (A Government of India Enterprise) is focused on providing a plethora of services, primarily in the Health Sector. The company's work can be predominantly classified in to the following areas:

- Infrastructure Development Consultancy
- Procurement Consultancy
- Facility Management Division
- Bio Medical Services

1.1. INFRASTRUCTURE DEVELOPMENT CONSULTANCY

The Infrastructure Development Division is concerned with the development of medical and allied infrastructure facilities. The Infrastructure Development Division has undertaken the Up gradation of various Medical Colleges all over India and is in- house consultant for the setting up of the six AIIMS like Institutes.

1.2. PROCUREMENT CONSULTANCY

HITES provides Procurement and Consultancy Services to Government of India, State Governments and other institutions for procuring a range of healthcare and hospital products, equipment and services. It is designated as a National Procurement Support Agency (NPSA). With a team of highly qualified and experienced professionals, it has proven expertise to undertake consultancy assignments including bid process management, procurement of goods and stores, as well as project planning and monitoring.

1.3 FACILITY MANAGEMENT DIVISION

HITES provide Facility management services viz. Operation & Maintenance of Building utilities, Housekeeping, Pest Control, Security, Horticulture and Hospital support services staff like Nursing orderlies, Registration, Data Entry etc., for various Central and State Government Hospitals and Government Institutions.

1.4. BIO MEDICAL SERVICES

HITES provides services in Testing & Calibration, Third Party Inspection, and Medical Equipment Maintenance, EMI/EMC Testing facility for medical equipment.

2. PURPOSE AND OBJECTIVE OF EOI

Expression of Interest ("EOI") Proposal is hereby invited from prospective stakeholders and/or investors for Empanelment of Strategic Partners for Establishing and Operation of Pathology Services at various locations in India. Interested bidders are requested to visit websites www.hllhites.com or <https://etenders.gov.in/eprocure/app> for bid documents, qualification criteria etc. Any amendment, update will be published in the above websites only. Information submitted will be reviewed for inherent and relative effectiveness as it relates to HITES objectives of empaneling of strategic partners for establishment and operation of Pathology Services at various locations in India.

Bids from bidders who satisfy the Eligibility Criteria as per the EOI and as well as those who have not defaulted/ terminated in any of HITES' projects will be primarily considered for evaluation.

The Service Providers should have relevant certification/registration from Government authorities as per the rules applicable and have adequate assets, technologies, acumen and other resources to provide running, operation and maintenance of Pathology Labs in PPP mode.

2. SCOPE OF SERVICE UNDER EOI (INTENTION TO PARTICIPATE)

3.1. LANGUAGE

The EOI Proposal and all associated correspondence and documents shall be in English language. Supporting documents and printed literature furnished by the prospective strategic partner with the EOI proposal should also be in English. Supporting materials, which are not in the English language, will not be considered.

3.2. SUBMISSION OF EOI PROPOSAL

Documents to be submitted online in CPPP portal.

SCHEDULE OF SUBMISSION EVENT OF EOI

S. No.	Description	Details
1	EOI NO.	HITES/BD/EOI/2023-24/007
2	EOI ID	2023_HITE_168740_1
3	Date of issue of EOI	25 th September 2023, 16:30 hrs.
4	Last Date of submission of EOI	16 th October 2023, 15:00 hrs.
5	Date of opening of EOI	17 th October 2023, 15:30 hrs.
6	Proposals should be addressed to	The Chief Executive Officer, HLL Infra Tech Services Limited (HITES), B-14 A, Sector-62, NOIDA, 201307
7	Proposals should be submitted at (Through online mode only)	https://etenders.gov.in/eprocure/app
8	EOI Processing fee	₹5,000/- (Rupees Five Thousand Only) Nonrefundable along with 18% GST
9	Empanelment fee, if qualified	₹ 50,000/- (Rupees Fifty Thousand Only) Non- refundable
10	EOI Documents should be obtained	The detailed EOI document can be viewed or downloaded from website www.hllhites.com and https://etenders.gov.in/eprocure/app
11	E-mail id	bd@hllhites.com
12	Contact Details	0120-4071500/537

3.3. RIGHT TO ACCEPT/REJECT ANY OR ALL APPLICATIONS

HITES reserves the right to accept or reject any bid and annul the bidding process or reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for HITES' action. HITES reserves the right to enter into agreement with as many bidders as it deems fit. Offers / Bids received after due date and time shall be summarily rejected. In case the date of opening happens to be a holiday, the EOI will be received and opened on the next day at same time. EOI can be downloaded from the websites www.hllhites.com or <https://etenders.gov.in/eprocure/app.>, and submitted with fees as mentioned elsewhere in the document.

4. ELIGIBILITY CRITERIA

The applicant (Service Provider) will be empaneled based on their experience of Pathology Services handled by them under PPP mode.

S. NO.	Technical & Financial Capacity	Documents Required
1	The applicant should have Average Annual Turnover of Rs 12 Cr. from lab services for last 3 years (As on 31st March 2022).	Certificate duly certified by a Chartered Accountant shall be submitted as a proof.
2	The applicant should have at least 5 year experience of running at least three Pathology project under PPP mode in any state in India.	Agreement copy/Satisfactory certificates is to be provided
3	The applicant should have prior experience of managing at least one NABH-MIS or NABL accredited Centre operated under PPP mode in any Central/ State associated institution/ society in India as on publish date of EOI.	Quality Certification from NABH-MIS and NABL for the Pathology units is preferred.
4	The applicant should have positive net worth for the FY 2021-22	Certificate duly certified by a Chartered Accountant shall be submitted as a proof.
5	The applicant should have 5 MD pathologists working in the organization from past 3 years.	Qualification certificate with Consultancy Agreement/Offer Letter

The applications shall contain the following:

1. The applicant should be registered with the appropriate authority of EPF/ ESIC and Copy of EPF registration shall be furnished.
2. Attested copy of the registration of the company along with list of registered office / Branch offices/ regional offices with complete addresses and contact details.
3. Attested copy of Income Tax registration / PAN Registration and Income Tax clearance for the last 3 years.
4. Attested copy of GST registration Certificate.
5. Name of the applicant's banker with complete address.
6. CA attested/ Audited Trading, Profit & Loss Account and Balance sheet for the Last three financial years (2019-20, 2020-21,2021-22).
7. Details of pending litigation etc.
8. Any other technical information the applicant wishes to furnish.
9. Attested copy of Power of Attorney/Board Resolution/ authorization letter from Company/firm in the name of the person signing the application.
12. Experience certificates/Agreement copy for the experience mentioned above.
13. All the pages of NIT for EOI signed with seal by the authorized signatory of the applicant.
14. Declaration that the firm not debarred /blacklisted/ banned by any companies/government authority.
15. The Certificates furnished by respective bidders should be registered with ABDM.

5. EVALUATION AND SELECTION METHOD

- HITES will shortlist firms based on the relevance and usefulness of experience for the current and expected assignment with HITES.
- Shortlisted firm may be called for giving a presentation for further short listing and this will also a part of vetting the EOI.
- Shortlisted Firms will be offered to submit financial quote.
- HITES reserves the right to reject or accept any EOI without assigning any reason thereof.
- Decision of HITES shall be final and it shall be under no obligation to explain or inform the reasons for engaging or not engaging any Firm. The Firm shall not have any right to represent or challenge the same.
- HITES reserve the rights to cancel this invitation in full or part without assigning any reasons.

6. METHOD OF COORDINATION WITH EMPANELLED STAKEHOLDERS

6.1. MODE OF ASSIGNING WORK

The Company/ Agency shortlisted through above process will be empaneled with **HITES** as Strategic partner, primarily for the work of establishment and operation of Pathology services at various locations in India. The work will be awarded as and when the opportunity comes through by taking presentation on approach / methodology or by one to one discussion and the requirement / situation may be. The decision of HITES will be final in this regard. Thereafter, the selected party will be required to enter into an Agreement. The empaneled strategic partner will have to work on back to back terms and condition of the HITES clients followed by terms & condition of HITES NIT.

In case the date of opening happens to be a holiday, the EOI will be received and opened on the next working day at the same time.

7. OTHER TERMS & CONDITIONS

7.1. TENURE OF ENGAGEMENT

The empanelment shall be initially valid for a period of 5 years. However, the same can be extended on mutual consent.

OTHER CONDITIONS

Depending on the Diagnostic Requirement of HITES, separate financial quotes will be invited from eligible empaneled Strategic Partner based on the diagnostic facility requirement.

At the time of submission of financial quote, Strategic Partner can quote separately for their interested locations and can choose their suitable business model.

Strategic Partner can also suggest alternate models in addition to the quotes for the aforesaid models, the suggested model shall be evaluated and considered on a later stage if found feasible.

The decision to choose any particular model for a particular Facility and location will mutually decide based on client requirement.

7.2. CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the Empanelment of Strategic Partners for Establishment and Operation of Pathology services at various locations in India shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising HITES in relation to, or matters arising out of, or concerning the EOI process. HITES will treat all information, submitted as part of EOI Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. HITES may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and / or the HITES or as may be required by law or in connection with any legal process.

7.3. FAIRNESS AND GOOD FAITH

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

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believe that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

7.4. TERMINATION

HITES is within its right to terminate the Strategic Partner at any time on giving notice of 60 days to the Partner without assigning any reason whatsoever in conditions where the Strategic Partner commits a material breach of agreement or becomes insolvent.

7.5. DISPUTE RESOLUTION AND JURISDICTION

If dispute or difference of any kind shall arise between the HITES and the Strategic Partner in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultants. If the parties fail to resolve their disputes of differences by such mutual consultation within 60 days of its occurrence or its intimation of occurrence whichever is later, then either the HITES or the Strategic Partner may give notice to the other party of its intention to commence arbitration, as hereinafter provided, the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. Such dispute or difference shall be referred to the sole arbitrator appointed by the parties on mutual consent from the list of arbitrator agreeable to both. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award. The venue of arbitration shall be Delhi/New Delhi (India).

7.6. DISCLAIMER

The information contained in this EOI document or subsequently provided to prospective strategic partner whether verbally or in documentary form by or on behalf of HITES or any of their employees or advisors, is provided to the prospective strategic partner on the terms and conditions set out in this EOI document and any other terms and conditions subject to which such information is provided. This EOI document is not an agreement and is not an offer or invitation by the HITES Representatives to any other party.

The purpose of this EOI document is to provide prospective strategic partners with information to assist in the formulation of their EOI Proposal Each prospective strategic partner should conduct its own due diligence, investigations and analysis and should check the accuracy, reliability and completeness of the information in this EOI document or information supplied to prospective strategic partner by HITES and obtain independent advice from appropriate sources. HITES or its Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the EOI document and any other information supplied by or on behalf of HITES or its Representatives or otherwise arising in any way from the selection process.

HITES may at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI document from time to time, through uploading it on the websites www.hllhites.com or <https://etenders.gov.in/eprocure/app>.

7.7. SUB-CONTRACTING:

The Successful bidder shall not sub-contract or transfer the contract to any other service provider.

8. APPLICATION CHECKLIST

- i. Tender fees Rs. 5,000+18% GST = Rs. 5,900/- towards cost of document (e-challan/receipt/transaction details, to be uploaded online) (RTGS/NEFT/IMPS etc. details), (Proof of transaction to be uploaded at the CPP Portal).
- ii. Duly filled in application.
- iii. Documentary evidence in respect of the eligibility criteria.
- iv. Signed copy of this EOI, as proof of acceptance of Terms and Conditions.
- v. Declaration that the applicants have not been barred / black-listed by any Central/ State Government Department / Organization / PSUs.
- vi. All pages of the EOI must be serially numbered, properly bound.

9. Bank Details

Cost of bid document for on-line bid for work is shown in the table above. Tender cost (non-refundable) will be submitted online in following HITES Bank Account:

S. No.	Particulars	Details
1	Name of Beneficiary	HITES FD BACKED OVERDRAFT ACCOUNT
2	Name of Bank	ICICI Bank
3	Bank Branch Name	Sector-62,NOIDA Branch
4	Branch Address	Stellar IT Park, C-25, Sector-62,NOIDA, Uttar Pradesh
5	Bank A/c No.	158005003923
6	IFSC Code	ICIC0001580
7	Branch Code	152
8	MICR	110229152

The proof of payment (Tender Cost) indicating UTR No. needs to be uploaded in technical bid folder. The bidder has to submit the proof of payment on date as specified in EOI. Proof of payment indicating UTR No. needs to be uploaded in technical bid folder. The bidder has to submit the proof of payment on date as specified in the EOI.

Validity of EOI will be 180 days