EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF STRATEGIC PARTNERS WITH HLL INFRATECH SERVICES LIMITED FOR REPAIR AND COMPREHENSIVE MAINTENANCE OF PSA OXYGEN GENERATION PLANT ACROSS VARIOUS LOCATIONS IN INDIA



HLL INFRA TECH SERVICES LIMITED (A Government of India Enterprise)

Biomedical Engineering Division B-14 A, Sector - 62, Noida - 201 307, Uttar Pradesh, India Website: www.hllhites.com E-mail- bmenoida@hllhites.com

DISCLAIMER

HLL Infra Tech Services Limited (HITES) has prepared this document to give interested parties background information on the Project. While HITES have taken due care in the preparation of the information contained herein and believe it to be accurate neither HITES, nor any of its authorities or agencies nor any of the irrespective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information in submitting an EOI. The information is provided on the basis that it is not binding on HLL Infra Tech Services Limited, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

HITES reserves the right 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. It also reserves the right to decline to discuss the Project further with any party expressing interest.

No reimbursement of cost of any type will be paid to persons or entities expressing interest.

1. Expression of Interest (EOI)

HLL Infra Tech Services Limited (HITES) invites EOI from eligible bidders for empanelment as their Strategic Partners for Repair and Comprehensive Maintenance of Pressure Swing Adsorption (PSA) oxygen generation plant at various institutes, hospitals, medical colleges etc across India. Interested bidders are requested to visit https://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.

Interested companies or consortia are requested to forward their EOI in sealed envelope super scribing "EOI for Strategic Partners for Repair and Comprehensive Maintenance of PSA oxygen generation plant" along with demand draft of Rs.20,000/+18% GST =23,600/- in favor of "HLL Infra Tech Services Limited (HITES)" payable at NOIDA. EOI's may be submitted on or before **26.12.2023**, **upto 17:00 hrs** to the below address (Online mode):

CEO,

HLL INFRA TECH SERVICES LIMITED (HITES)

B-14A, SECTOR62,

NOIDA,UP-201307

TEL:01204071500

2. SCHEDULE OF SUBMISSION EVENT OF EOI

SN	Description	Details			
1	EOI NO.	HITES/BME/EOI/PSA/2023-24/001			
2	Date of issue of EOI	15.12.2023			
3	Last Date of submission of EOI	26.12.2023,17.00hrs.			
4	Date of opening of EOI	27.12.2023,17.00hrs.			
5	Proposals should be addressed to	The Chief Executive Officer, HLL Infra Tech Services Limited (HITES), B-14A, Sector-62,NOIDA,201307			
6	Proposal should be submitted at (Through online mode only)	https://etenders.gov.in/eprocure/app			
7	EOI Processing fee	Rs.20,000/-Plus GST (Non-refundable)			
8	Empanelment fee,if qualified	₹1,00,000/- (Rupees One Lakh Only) Non-refundable			
9	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.			
10	E-mail id	bmenoida@hllhites.com			
11	Contact Details	0120-4071500/607/609/610			

3. About HITES

HITES is a CPSU under administrative control of Ministry of Health & Family Welfare 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 Engineering Services

3.1. 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 AIIMS like Institutes.

3.2. 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.

3.3. 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.

3.4. BIO MEDICAL ENGINEERING SERVICES

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

4. SCOPE OF SERVICE UNDER EOL

4.1. 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.

4.2. 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.

4.3. SCOPE OF WORK

- 1. The strategic partner shall be responsible for Repair, service and maintenance of the PSA plant system for 2 years approximately.
- 2. The strategic partner shall be also responsible for repair of the PSA plant which is found to be non-functional. Any spare parts, consumable required for the repair work has to be provided by the contractor. The bidders are advised to visit/inspect each site for assessing the extent and conditions of the PSA plant and for collection of the information that may be required for estimating the repair work if required.
- 3. The strategic partner shall repair the non-functional units within one month period. For the non-functional PSA unit, the contract period shall from the date of rectification and duly certified by the consignee.
- 4. The Successful bidder shall maintain asset verification, Asset tagging using RFID tags and a maintain asset management software capable for showing history of breakdown
- 5. All consumables such as Zeolites, filters, desiccants should be replaced by the contractor during the service period.
- 6. The strategic partner should maintain the PSA plant with oxygen purity of 90% or more. If the plant purity fall below 90%, it will be considered as non-functional.
- 7. The strategic partner should impart user training to the end-user whenever required
- 8. The strategic partner should recruit sufficient trained manpower for the service and maintenance of PSA plant.
- 9. In case of any complaint, the Purchaser/Consignee shall promptly notify the same to the contractor. The contractor shall maintain 24 X 7 hrs IVRS complaint registration system

- 10. The strategic partner should maintain 98% uptime on 24x7x365 days basis.
- 11. The strategic partner shall install IOT monitoring, undertake Preventive Maintenance Service (PMS) & calibration 4 times a year
- 12. The strategic partner shall carry out Oxygen purity test from a NABL accredited Lab quarterly.
- 13. The distribution of PSA plant (Zone wise) is enclosed as Appendix I. The strategic partner shall mention their interested zones in the EOI application.
- 14. The strategic partner may express their interest in one or more zones.

4.4. ELIGIBILITY CRITERIA

The applicant (Service Provider and its consortium) will be empanelled based on their technical and financial eligibility.

General requirement	i.	Interested parties may be a sole organization or a group of			
General requirement	1.				
		maximum 2 organizations coming together forming a consortium to			
		implement the Project with a lead member.			
	ii.	The party/parties should be registered as a legal entity and should			
		have experience in experience in maintenance of PSA plant with			
		satisfactory performance. OR supply & installation of PSA plant with			
		satisfactory performance.			
Technical Capacity	i.	The party, independently or under consortium should have			
		experience in supply & installation of at least 50 PSA oxygen			
		generation plants with satisfactory performance certificate OR			
		maintenance of 25 PSA oxygen generation plants with satisfactory			
		performance certificate during last five years.			
	ii.	The party should have adequate number of relevant technicians			
	".	under their own payroll (at least 10).			
		,			
	iii.	Contract with service software provider need to be shared			
Financial Capacity	i.	The party, independently or under consortium should have robust financial capacity and have an average annual turnover of Rs.5 crore during the last three financial years (2020-21, 2021-22, 2022-23).			
	ii.	Should have positive net worth in last three financial years			
		(2020-21, 2021-22, 2022-23).			
	iii.	Profit/loss- Should not have incurred any loss (profit after tax			
		should be positive) in more than two years during the last five			

consecutive financial years ending F.Y 2022-23 duly audited and certified by the CA.

4.5. DOCUMENTS REQUIRED

The applications shall contain the following:

- i. Registration details of the constitution of the firm/incorporation details.
- ii. Copies from the client certifying their services of the Project/Govt. Corporation as specified in technical requirement.
- iii. Brief presentation of your enterprise including number of staff, turnover, years in PSA plant Maintenance business.
- iv. Organization structure and CVs of key team members;
- v. CA attested/ Audited Trading, Profit & Loss Account and Balance sheet for the Last three financial years (2020-21, 2021-22, 2022-23).
- vi. Attested copy of Power of Attorney/Board Resolution/ authorization letter from Company/firm in the name of the person signing the application.
- vii. Copy of Certificates and license owned by Company like ISO and other quality related license.
- viii. Demand Draft for Rs.20,000/-+18%GST (Non-Refundable) towards cost of administrative and processing fee in favour of HITES.
- ix. Duly filled in application.
- x. Documentary evidence in respect of the eligibility criteria.
- xi. Signed copy of this EOI, as proof of acceptance of Terms and Conditions.
- xii. Declaration that the applicants have not been barred/block-listed by any central/state government Department/Organization/PSUs (Annexure-2&3)
- xiii. Undertaking that the partner is willing furnishing Tender Fee, EMD money, processing fee and PBG etc. as required by project/client in their tenders (Annexure-3)
- xiv. All pages of the EOI must be serially numbered, properly bounded.
- xv. The methodology and approach that will be adopted in executing the assignment

- xvi. Details of pending litigations and contingent liability if any that could affect the performance of the applicant under the mandate, as also details of any past conviction and pending litigations against the Strategic Partner/ its partners /Agent and any area possible conflict of interest. The above particular should be provided year wise (wherever applicable), for the last three years.
- xvii. The following certificates may be furnished:

"We certify that there has been no conviction by a court of law or indictment /adverse order by a regulatory authority for any offence against us. It is further certified that there is no investigation pending against us or the CEO/Directors/Managers of our concerned. It is certified that there is no conflict of interest exist as on date and in future if such a conflict of interest arises, we will intimate HITES of the same.

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

S.No.	Particulars	Details
1	Name of Beneficiary	HITES FD BACKED OVER DRAFT 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

4.6. SPECIAL CONDITIONS

- EMD shall be submitted by the selected partner/party on behalf of HITES, while participating tenders
- Selected partner/party shall be submitting back to back Performance Bank Guarantee of required amount in favour of HITES if so required.
- Selected partner/party required to set up centralized call centres.
- A separate Performance Bank Guarantee is required to be submitted in the name of HLL Infra Tech Services
 Limited (HITES) or Back to back Performance Bank Guarantee.

5. EVALUATION AND SELECTION METHOD

The selection of the strategic Partner shall be based on fulfilling the Eligibility Criteria as mentioned in clause 4, the documents submitted as required in the Annexure(s), and a presentation (if HITES desires) be for a committee that will evaluate and recommend the selection of the successful strategic Partner. The decision of HITES in selecting the

strategic Partner shall be final and binding. HITES may like to further negotiate and fix other terms and conditions with the successful strategic Partner. HITES reserves the right to accept or reject the EOI either in part or in full without assigning any reason for the same.

6. TENURE OF ENGAGEMENT FOR EMPANELMENT

The empanelment shall be valid for a period of Three years extendable up to another Two years. However, HITES reserves the right to curtail or extend this period at its sole discretion.

7. METHOD OF COORDINATION WITH EMPANELLED STAKEHOLDERS

The Company/Agency shortlisted through above process will be empanelled with HITES as Strategic partner as per Para 6 above, primarily for the work of Repair and Comprehensive maintenance of PSA Oxygen Generation Plant. The work will be awarded as and when the opportunity comes through calling request for proposal or by taking presentation on approach / methodology or by one to one discussion as 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.

8. ACCOUNTABILITY OF THE PARTNER

Performance of the Strategic Partner shall be judged based on performance / execution of work.

9. STANDARD OF PERFORMANCE:

The Strategic Partner shall perform the Services and carryout the obligations with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices and shall observe sound management practices. The Strategic Partner shall always act, in respect of any matter relating to this contract or to the services, as faithful adviser to HITES and shall a tall-time support and safeguard its legitimate interests in any dealings with the third parties.

10. CONFIDENTIALITY

Except as provided, the Strategic Partner must not disclose, divulge or make public or shall personally use for his gain any of the materials, processes, accounts, transactions dealings, and information etc. without the prior written consent of HITES. In this regard, the successful Strategic Partner will require to sign a non-disclosure agreement (NDA)before issue of Award.

11. TERMINATION

HITES has the right to terminate the empanelled Strategic Partner at any time on giving notice of one month to the partner without assigning any reason whatsoever.

12. APPLICABLE LAW

This agreement is governed by and interpreted in accordance with the laws of India for the time being in force.

13. 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 believes 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.

14. 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 twenty-one 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 CEO of HITES or his authorized representative. 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).

ANNEXURE 1

APPLICATION FORM FOR STRATEGIC PARTNER

Details of the Bidder		
Name of Organization and Consortium parties		
Type of Legal Entity		
Year of Incorporation/registration		
Registration Number		
Registered Address		
Correspondence Address & Head Office		
Does Memorandum of Association/Trust Deed/Articles		
Of Association permit the organization to carry out the		
business of PSA plant Maintenance		
Number of years of operation in PSA plant Maintenance		
Name of the institution/ Hospitals/Medical colleges etc.		
where PSA plant Maintenance services are operational		
Number of Service Centers		
Number of Hospital Contracts and total number of		
beds(copies of hospital contracts to be enclosed)		
Number and types of equipment repaired through		
Service Centers		
Certificates of Satisfactory Performance		

ANNEXURE 2

Declaration

(To be executed on an on-judicial stamp paper of Rs.100/-duly attested by notary public)

I/We certify that the above information is correct and true to the best of our/my knowledge and belief. In the event of any information being found false or incorrect, action can be taken against us.

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

We declare that we have not been barred / black-listed by any central/ state government Department/Organization/PSUs

We also declare that there is no pending litigations and contingent liability against our company.

Place:	
Date:	
	Signature of the applicant

ANNEXURE 3

<u>Undertaking</u>

(To be executed on an on-judicial stamp paper of Rs.100/-duly attested by notary public)

We M/s	affirm as under:
1)	We confirm compliance with the scope, responsibilities and obligations as mentioned in the EOI.
2)	We undertake to form strategic partnership with HITES for doing Repair and Comprehensive Maintenance of PSA Oxygen Generation Plant work in various Healthcare Institutions/Hospitals/Medical Colleges across India and we also undertake to take work from HITES if it is completely outsourced to us on back-to-back basis.
3)	We undertake to furnishing Tender Fee, EMD money and other charges as desired by various tendering authorities in their respective BMEM tenders.
4)	We undertake to deposit the back-to-back PBG as desired by various tendering authorities/clients.
5)	We undertake to bear the liaising expense, if any, during the currency of contractor thereafter
6)	We also undertake to submit any such other documents w.r.t. the requirement of the project, if awarded, and needed by HITES.
Place:	
Date:	Signature of the applicant

				eneration I					
SN	STATE			1000 LPM	2000 LPM	3000 LPM	TOTAL		
		_	ONE-1						
1	Kerala	0	0	17	1	0	18		
2	Tamil Nadu	0	9	49	4	0	62		
3	Karnataka	0	15	15	3	0	33		
4	Telegana	1	20	9	2	0	32		
5	Andhra Pradesh	0	4	9	3	0	16		
6	Lakshadeep	0	0	0	0	0	0		
		7	ONE-2	AL PLANT-	ZONE 1		161		
1	Maharasshtra			25	1	0	30		
2	Goa	0	0	5	4 0	0	<u> </u>		
3	Dadar & Nagar Haveli+DU	0	2	2	0	0	4		
4		2	13	26	2	0	43		
5	Gujarat Madhya Pradesh	2	15	31	4	0	52		
6	Rajasthan	1	6	38	0	1	46		
7	Chattisgarh	6	14	19	2	0	41		
'	Onattiogam	U		AL PLANT-		U	221		
		7	ONE-3	<u></u>					
1	Arunchal Pradesh	13	6	1	0	0	20		
2	Assam	2	6	15	4	0	27		
3	Manipur	6	6	0	2	0	14		
4	Meghalaya	4	7	0	0	0	11		
5	Mizoram	7	2	4	0	0	13		
6	Sikkim	0	0	3	0	0	3		
7	Nagaland	6	4	2	0	0	12		
8	Tripura	6	4	2	0	0	12		
		TOTAL PLANT-ZONE 3							
		Z	ONE-4						
1	West Bengal	0	5	35	4	0	44		
2	Odisha	2	1	23	5	0	31		
3	Jharkhand	3	10	16	0	0	29		
4	Bihar	3	21	19	1	0	44		
5	A & N ISLAND	0	2	0	0	0	2		
				AL PLANT-	ZUNE 4		150		
1	Littor Drodesh		ONE-5	70	A	4	00		
1 2	Uttar Pradesh	7	13 8	72 10	4	1	96		
3	Haryana Delhi	0	2	10 12	0	0	24 14		
4	Ladakh	2	0	2	0	0	4		
5	Uttarakand	1	8	4	3	0	16		
6	Punjab	4	3	21	1	0	29		
7	Chandigarh	0	0	0	1	0	1		
		1	1	11	0	0	13		
ρ									
<u>8</u> 9	Himachal Pradesh J & K	1	4	19	2	0	26		