

EXPRESSION OF INTEREST

DOCUMENT FOR

“Empanelment of Strategic Partner/Business Associate for
implementation and business development of various
healthcare services in different categories at various locations
across India”

Eoi No: HLPPT/Strategic Partner/Business Associates/Empanelment/2025
Dated 28.04.2025



HINDUSTAN LATEX FAMILY PLANNING PROMOTION TRUST

B-14A, IInd Floor, Sector 62, Noida,
Gautam Budh Nagar, Uttar Pradesh – 201307

Notice Inviting Expression of Interest (EOI)

“Empanelment of Strategic Partner/Business Associate for implementation and business development of various healthcare services in different categories at various locations across India”

HLFPPT is looking to expand its range of healthcare services. For this purpose, HLPPT is looking to empanel a Strategic Partner/Business Associate that will be responsible for planning and executing various projects under various categories across multiple locations in the country. Through strategic partnerships HLPPT intends to develop future business segments capitalizing strategic partner’s operational capabilities and experiences.

EOI No	:	HLFPPT/SP/BA/Empanelment/EOI/2025
EOI Publishing Date	:	28.04.2025
Pre-bid Meeting	:	07.05.2025 at 04.00PM at HLPPT Office.
Pre-bid Clarification	:	09.05.2025
Last Date And Time For Receipt Of EOI	:	20.05.2025 by 06.00 PM at HLPPT Office
Address For Communication	:	Hindustan Latex Family Planning Promotion Trust (HLFPPT) B-14/A, IInd Floor, Noida, Sector-62, Gautam Budha Nagar-201307 <u>Uttar Pradesh</u>
Email Id	:	info@hlppt.org

Disclaimer:

This Expression of Interest (EOI) document contains statements derived from information believed to be true and reliable as of the date of acquisition. The EOI document does not constitute a recommendation, offer, or invitation to enter into a contract, agreement, or any other arrangement regarding the services. The provision of the services is subject to adherence to the selection process. No contractual obligation shall arise from the EOI process unless and until a formal contract is signed and executed by duly authorized officers of organization and the participants. The purpose of this EOI is to furnish the interested agencies with information to aid in the formulation of their proposals. This EOI does not assert to contain all the information that each Agency may require. Organization makes no representation, warranty, and assumes no liability under any law, statute, rules, or regulations for the accuracy, reliability, or completeness of this EOI. Organization may, at its absolute discretion and without any obligation to do so, update, amend, or supplement the information in this EOI.

Issuing Authority

SECTION-1 INSTRUCTIONS TO APPLICANTS (ITA)

1. INTRODUCTION

Hindustan Latex Family Planning Promotion Trust (HLFPPT) is a national not-for-profit health services organization, working on the entire spectrum of RMNCH+A (Reproductive, Maternal, Newborn, Child & Adolescent Healthcare), HIV Prevention & Control and Primary Healthcare. HLFPPT has been serving communities across India with health solutions and contributing towards Health System Strengthening through direct program implementations, technical assistance, capacity building and operating Mobile Medical Clinic, Ambulances. Skill development program (Under various govt. schemes), Rehabilitation program such as Old age Home, Home for physically disabled, Home for Orphans etc. in different states of India with an objective to make available quality health services.

2. SCOPE OF EOI:

HLFPPT invites sealed proposals from reputed agencies for “Empanelment of Strategic Partner/Business Associate for implementation and business development of various healthcare & other projects/services in different categories at various locations across India”

Sr. No.	Business Segment	Facilities offered
1	Health Screening and Diagnostics	a. Clinical Pathology b. Biochemistry c. Serology d. Hematology e. Immunology f. Microbiology g. Cytopathology h. Histopathology & Cytogenetics i. Molecular Diagnostics j. New born screening k. Electrophoresis l. Genetics m. Point of Care Devices – POCD (For screening purpose) n. Others
2	Mobile Medical Units	1. Operationalize the Mobile Health Clinics (MHCs) 2. Provide medical consultations via qualified doctors - 2.1. General Health services by physician/Specialized Doctors through the MHCs in project area based upon predefined roster prepared in collaboration with District Health department. 2.2. Routinely provide specialized services by specialist doctors (MD or above) for targeted services and beneficiaries through the MHC in the form of service/disease specific camps.

		<p>2.3. Targeted screening of beneficiaries at risk for NCDs.</p> <p>3. To ensure efficient utilization of essential diagnostic tools available at MHC for screening and diagnosis of diseases and ailments.</p> <p>4. To provide treatment (under MHC's free medicines program) and referral services for ensuring continuum of care to community members availing services under the Project</p>
3	Medical Camps (including specialized /thematic camps)	<p>1. Curative Services:</p> <ul style="list-style-type: none"> a. Treatment of minor ailments b. First Aid c. Identification and referral of complicated case requiring facility-based management d. Early detection and primary treatment <p>2. Reproductive and Child Health Services</p> <ul style="list-style-type: none"> a. Ante Natal Services b. Post Natal Check-up c. Identification of unimmunized children d. Screening of children for malnutrition <p>3. Diagnostic services</p> <ul style="list-style-type: none"> a. All tests which can be done with the semi auto analyzer such as blood sugar, liver function test, renal function test, lipid profile b. All tests which can be done with cell counter such as complete cell count, VDRL (rapid test kit method) c. Urine examination for sugar and albumin d. Malaria Test e. Screening of diabetes, HTN and cancer <p>4. Referral services</p> <ul style="list-style-type: none"> a. Referral services to the beneficiaries to avail the benefits under different health schemes
4	Sickle Cell Disease Screening	<p>1. install, maintain, and operationalize all required Equipment for screening of the target population through HPLC (High Performance Liquid Chromatography) testing procedure duly complies with the own laboratory/diagnostics setup along with necessary license(s) to perform the screening/diagnostics procedures</p>
5	TB Elimination	<p>1. IGRA testing through NTEP endorsed test. Procurement of testing kits as per estimated load in concerned geography.</p> <p>2. Collection/and transportation of blood samples</p> <p>3. Testing of samples</p> <p>4. Provision of logistics for collection, processing, storage and testing</p> <p>5. MMU for TB screening</p>

6	Clinical and Non-Clinical Facility Management Services/ Health Centers & Clinics	Clinical Facility management services <ol style="list-style-type: none"> 1. Establishment & Operation of community dispensary/medical unit 2. Establishing safety policies and maintenance programs 3. Identifying needs for repairs or renovations 4. Overseeing the design of new construction 5. Coordinating contractors for building repairs and construction to ensure code compliance 6. Procurement & Installation of medical & non-medical equipment, all kinds of consumables, laboratory set-up etc. 7. Provide necessary AMC/CMC of equipment 8. Keeping tabs on the state of medical equipment and supplies 9. Ensuring legislative and facility compliance 10. Performing regular life safety and fire safety assessments 11. Performing inspections of medical gas, refrigeration, and HVAC systems 12. Ensuring that all buildings meet security standards 13. Overseeing utilities management and electrical engineering 14. Compliance and certification 15. Training and deployment of medical and paramedical staff as required Non-Clinical management services <ol style="list-style-type: none"> 1. Daily Services 2. Waste Disposal management 3. Weekly services 4. Pest control 5. Housekeeping monitoring and control
7	Monitoring & Evaluation	Data Management Data Collection Research
8	Environment & Climate Change	Installation of Solar Panels Tree Plantation Any other work pertaining to environment, forestry, waste management etc.
9	Physiotherapy Services	Providing Manpower Procurement/Installation of Physiotherapy equipment Provide necessary AMC

10	Skill Development	a. Residential and Non-Residential building & Infra b. ToT Certified Trainers c. Manpower as per Project Guidelines d. Placement tie ups with reputed Manpower Agencies/Employers e. Food Supply f. Uniform and Study Material Supply
11	Rehabilitation- Old Age Home, Home for Intellectually Disabled Home for Physically Disabled Homes for POCSO victims Home for Orphan	a. Residential Infra with furniture & fixtures b. Therapist c. Medical & Paramedical Staffs d. Food Supply e. Medicines & Pathology Services f. Hospital Services g. Uniform and Study Material Supply

Note: Selection of business segment and facilities offered at each unit shall be decided based on market potential and requirement of HLFPTT. A separate RFQ will be floated seeking financial proposal from the empaneled partners as and when required.

2.1 Scope of Strategic Business Partner

- Incur all capital expenses of new Projects and business units as per the requirement of HLFPTT as and when the projects are assigned.
- Meet all the operational and recurring expenses during the day-to-day execution of the project maintenance of Infrastructure etc.
- Meet all statutory and regulatory guidance and requirements or as advised by HLFPTT.
- Business development in public and private sectors in consultation/coordination with HLFPTT Business Development Team.
- Coordination with Stakeholders in close consultation with HLFPTT.

2.2 Scope of HLFPTT

- The complete Strategic Design, Planning and execution of the project
- Deployment of manpower and facilitation of maintenance of infrastructure for smooth and uninterrupted operations
- Maintain the quality standards and the SOP's
- Business development in public and private sectors in coordination with selected Strategic Business Partner.
- Submission of Routine Reports and Coordination with all stakeholders.

2.3 Revenue share Model

- Revenue generated from the project will be shared between HLPPT and Strategic Partner/Business Associate.
- Books of accounts and all the documents relating to the project will be maintained by HLPPT in a transparent manner. Necessary information and reports will be shared with strategic partner on regular basis.
- All the operational and other recurring expenses will be on account of the Strategic partner/Business Associate. The Strategic partner/Business Associate will advance adequate amount with HLPPT to meet such expenses, which will be adjusted against revenue share.
- Post empanelment, through competitive proposal among the empaneled firms, Strategic partner/Business Associate shall be finalized for individual projects based on the highest revenue share they are willing to offer to HLPPT.
- Strategic partner/Business Associate will be entitled for the revenue after revenue share to HLPPT and project expenses are adjusted.
- HLPPT shall work exclusively with the Strategic Partner/Business Associate for the purpose and objective listed in this EOI till the tenure of the contract. The work will be awarded as and when the opportunity comes through by one-to-one discussion as the requirement / situation may be. Thereafter, the selected Strategic Partner/Business Associate will have to work on back-to-back terms & condition of the HLPPT clients followed by the terms & condition of this EOI as well as the terms & conditions of the document shared at the time of inviting the financial proposal.

3. SELECTION PROCESS

- a) The strategic partners/business associate, who meets the terms and conditions of this EOI shall be evaluated and empaneled after scrutiny. Qualification criteria for empanelment will be primarily the conformance to qualification criteria as per clause no. 4 with satisfactory submission of documents as per clause no. 6
- b) Post empanelment, through competitive proposal among the empaneled firms, Strategic partner/Business Associate shall be finalized for individual projects based on the highest revenue share they are willing to share with HLPPT.
- c) Strategic Partner/Business Associate shall make independent assessment of proposed project and submit their financial quotes.
- d) Financial quote of the strategic partners/business associates shall specify the revenue share percentage acceptable to share with HLPPT for that particular proposal. Financial quotes will be evaluated based on the revenue share percentage to HLPPT.
- e) The evaluation for the project and H1 applicant would be finalized on the basis of offered revenue share percentage to HLPPT.
- f) HLPPT will have the right to reject proposals if they are found to be unacceptable

4. QUALIFICATION CRITERIA AND OTHER TERMS & CONDITIONS

4.1 QUALIFICATION CRITERIA

a.	The applicant should be a registered legal identity under companies/any other applicable act in India. Consortium or Joint Venture strictly not allowed. Certificate of incorporation to be submitted
b.	The applicant required to submit Audited Balance Sheet for the last three financial years (2021-22, 2022-23, 2023-24) and P&L and Certificate duly certified by a Chartered Accountant for assessment of Financial Standing.
c.	The applicant should have a minimum positive net worth for the FY 2023-24. Certificate duly certified by a Chartered Accountant shall be submitted as a proof.
c.	The applicant required to provide the details of maximum value project executed with State/Central Government/PSUs under PPP/other mode in any State in India during the last five years. Work order copy and client testimonials of the relevant field/services to be submitted. HLFPPT reserves right to ask the agency to submit more documents as a proof of experience, if felt necessary.
d.	For all categories, the applicant should have at least Two years' experience as Strategic Partner/Business Associate for State/Central Government / PSUs/NGO/Trust etc. for the category they are applying. Copies of Work order and client testimonials to be submitted.
e.	The applicant should also have a robust LIS / HMIS software system compatible to interface with the equipment's. Satisfactory certification / testimonial from the clients / Self Certification or Undertaking on applicant's letterhead.
f.	The firm who has been 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 can't participate in this EOI during the period of de-recognition / debarment/ Banned/blacklisted. The interested firm would be required to submit an Undertaking on 100-rupee stamp paper duly notarized in this regard as per Annexure-3
g.	The firm/directors shall not have any criminal record or should not have been Convicted by any court of law in India or abroad. Parties shall give a declaration to this effect.
h.	The firm or the owner should declare all the previous legal disputes' whether official or personal.

General terms

a.	While the Expression of Interest has been prepared in good faith, HLPPT 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 HLPPT. After evaluation / examination of the offers, HLPPT may at its sole discretion decide further course of action.
c.	EOI participants are requested to keep the information and details strictly confidential.
d.	HLPPT shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their EOI and other expenses.
f.	HLPPT reserves the right to engage more than one Strategic Partners/Business Associates for the same component/state/client
g.	HLPPT reserves the right to reject any or all the Expressions of Interest without assigning any reason thereof.
h.	HLPPT reserves the right to deal with the proposal in any manner without assigning any reasons for the same. The decision of HLPPT in this regard shall be final.
i.	The Applicant to indemnify HLPPT from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer.
j.	This EOI for Empanelment does not constitute an offer and is issued with no guarantee for any definite volume of work or any particular service at any time or throughout the period of empanelment, as the job will be allocated against HLPPT's requirement on project basis to the empaneled agencies.
k.	HLPPT reserves the right to modify, expand, restrict, scrap, re-float or cancel the EOI at any stage without assigning any reasons. Application for EOI received after the stipulated time period for empanelment will not be considered

5. SUBMISSION OF PROPOSALS

The Interested applicant shall submit their proposal as per the procedure laid down in the EOI document. The Interested applicants shall download the EOI from the HLPPT website.

(Technical proposal):

Technical Proposal should contain dully filled, signed and scanned soft copy documents as mentioned in Instructions to Proposal (ITP) - Documents to be submitted along with the Proposal (clause -7).

Note: -

1. HLPPT 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 HLPPT

shall take the following action:

- a) The agency shall be liable for debarment from tendering in HLPPT, apart from any other appropriate contractual /legal action.
2. On demand, this whole set of certificates and documents shall be sent to the HLPPT office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered before the deadline mentioned. HLPPT reserves the right to reject any proposal, for which the above details are not received before the deadline.
3. HLPPT shall not be responsible for any failure, malfunction while downloading the documents by the Applicant.

6. DOCUMENTS TO BE SUBMITTED ALONG WITH THE PROPOSAL:

- Signed copy of EOI Document **(all pages of EOI documents and supported documents to be signed & stamped)** by the Applicant as token of acceptance of the Terms & Conditions.
- Undertaking as per Annexure-1
- Declaration regarding the acceptance of the revenue share terms as mentioned in this EOI document
- Proof of past performance – at least one government project during the last five years
- Copies of relevant work order/ MoU/Agreements/client certificates proving experience of at least 2 years in relevant component either with state / central government / PSUs under PPP mode in any state in India
- Copy of valid SEI CMMI Level 3 or above certification, if available.
- Copy of GST registration certificate
- Copy of certificate of incorporation/partnership deed
- Copy of PAN Card / Exemption certificate from Income Tax Department
- Turnover Certificate for last three financial years from Chartered Accountant
- Audited balance sheet and Profit and Loss statement for last three years
- Net worth statement from Chartered Accountant
- Power of attorney for signatory of EOI in Rs.100 stamp paper duly notarized as per Annexure-4
- ANNEXURE-2 - SELF DECLARATION – COMPLIANCE TO RULE 144 (XI) OF GFR 2017
- A brief about Applicant's firm including
 - Background about the Firms, legal status of the company, number of staff,turnover and years in business etc.
 - The Core Competencies/ Core Area of working of the Organizations.
 - Experience in India, and/or other key markets.
 - If required HLPPT may call for a presentation for assessment of capabilities.
- Declaration regarding previous legal disputes (Annexure-3)
- Declaration regarding non conviction in any illegal activities (Annexure-3)

7. GENERAL INSTRUCTIONS TO APPLICANTS:

- 7.1 EOI documents can be downloaded free of cost from the HLPPT website www.hlppt.org
- 7.2 The EOI and its corrigendum/extension will also be published in our company website
- 7.3 The EOI documents are to be submitted in the designated cover(s)/envelope(s) at the address prescribed in EOI document. EOIs/proposals shall be accepted only as per the date & time schedule mentioned in the EOI Document. Late EOIs will not be accepted.
- 7.4 Preparation of Proposal
- a) Applicant should take into account any corrigendum published on the EOI document before submitting their proposals.
 - b) Before the deadline for submission of proposals, HLPPT 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 HLPPT website. HLPPT will not be responsible for the prospective applicants not viewing the website in time.
 - d) If the addendum thus published does involves major changes in the scope of work, HLPPT may at his own discretion, extend the deadline for submission of proposals for a suitable period to enable prospective applicants to take reasonable time for EOI preparation taking into account the addendum published.
 - e) The interested agency/firm to go through the EOI document carefully to understand the documents required to be submitted as part of the proposal. 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 proposal.
- 7.5 For any queries, issues or Clarifications relating to the published EOIs, applicants are requested to contact at info@hlppt.org
- 7.6 Any queries relating to the EOI document and the terms and conditions contained therein should be addressed to Procurement & Commercial Division of HLPPT. Address for communication and place of opening of EOIs:
- Procurement & Commercial Department
HLPPT
B-14A, 2nd Floor, Sector-62, Noida
- 7.7 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.
- 7.8 HLPPT shall not be responsible for any failure, malfunction or breakdown of the electronic

system while downloading or uploading the documents by the Applicant.

- 7.9 A firm shall submit only one proposal. The participant (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one proposal will cause all the proposals in which the Applicant has participated to be disqualified.
- 7.10 EOI Process:
The EOI process shall consist of the following stages:
- i. Downloading of EOI document: EOI document will be available for free download from the HLPPT website.
 - ii. Pre-bid meeting: on 07.05.2025 at 04 PM at HLPPT Office at B-14A, 2nd Floor, Sector-62, Noida, Uttar Pradesh, India
 - iii. Publishing of Corrigendum: All corrigenda shall be published on HLPPT website www.hlppt.org and shall not be available elsewhere.
 - iv. EOI submission: Applicants have to submit their proposals along with supporting documents to support their eligibility, as required in this EOI document.
 - v. Opening of EOI and empanelment: The technical proposals will be opened, evaluated and empaneled as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted at per schedule given in EOI document. Failure to submit the documents as per schedule will attract disqualification. All the applicants who meet the technical evaluation criteria will be empaneled.
- 7.11 HLPPT reserves to themselves the right of accepting the whole or any part of the EOI and applicant shall be bound to perform the same at his quoted rates.
- 7.12 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 applicant 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 HLPPT as deemed fit.
- 7.13 Conditional proposals and proposals not submitted with appropriate/desired documents may be rejected outrightly and decision of HLPPT in this regard shall be final and binding.
- 7.14 HLPPT reserves the right to verify the claims made by the applicants and to carry out the capability assessment of the applicants and the HLPPT's decision shall be final in this regard.
- 7.15 HLPPT 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.
- 7.16 Submission Process: For submission of EOIs, all interested applicants have to submit their proposals as per guidelines explained above in this document.

8. CLARIFICATION OF EOI

- 8.1 To assist in the examination, evaluation, and comparison of proposals, HLPPT may ask the applicant for required clarification on the information submitted with the proposal. The request for clarification and the response shall be in writing or by e- mail.
- 8.2 No Applicant shall contact the HLPPT employee on any matter relating to the submitted proposal from the time of the EOI opening to the time the contract is awarded. If the applicant wishes to bring additional information to the notice, they shall do so in writing through email.

9. EXAMINATION OF EOI AND DETERMINATION OF RESPONSES

- 9.1 During the EOI opening, HLPPT will determine for each Proposal whether it meets the required eligibility as specified in the note inviting EOI.
- 9.2 A substantially responsive proposal is one which conforms to all the terms, conditions, and requirements of the EOI documents, without any deviation or reservation only will be considered.
- 9.3 Non submission of legible or required documents or evidences may render the proposal non-responsive.

10. Deadline for Submission of the EOI for Interested applicants

- 10.1 Proposal shall be received on or before the date and time as notified in EOI.
- 10.2 HLPPT, in exceptional circumstances and at its own discretion, may extend the last date for submission of proposals, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Applicant will not be able to submit his proposal after expiry of the date and time of submission of proposal.
- 11.4. Modification, Resubmission and Withdrawal of EOIs Resubmission or modification of proposal by the applicants for any number of times before the date and time of submission is allowed.

11. EOI OPENING AND EVALUATION

EOIs of Interested applicants shall be opened on the specified date & time, by the HLPPT or his authorized representative.

12. CONFIDENTIALITY

- 12.1 Information relating to the examination, clarification, evaluation, and comparison of EOIs and recommendations for the award of a contract shall not be disclosed to Applicants or any other persons not officially concerned with such process until the award has been announced in favor of the successful applicant.
- 12.2 Any effort by an Applicant to influence the Purchaser during processing of proposals, evaluation, and proposal comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Applicant's proposal.

13. EOI VALIDITY

- 13.1 Proposals shall remain valid for the period of **5 years** from the date of empanelment. A proposal valid for a shorter period shall be rejected by HLPPT as non-responsive.
- 13.2 In exceptional circumstances, prior to expiry of the original proposal validity period, HLPPT may request the applicants 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. An applicant may refuse the request without forfeiting its EOI security (if applicable). An applicant agreeing to the request will not be required or permitted to modify its EOI document, but will be required to extend the validity of its EOI security (if applicable) for the period of the extension.

14. PERFORMANCE SECURITY

Within 15 days from the date of award of contract, the successful applicant would be required to furnish Performance Security @ 5% of the value of the contract to ensure due performance of the contract.

15. ALTERATIONS AND ADDITIONS

- 15.1 The proposal shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the applicant, in which case such corrections shall be initiated by the person or persons signing the proposal.

16. EMPANELMENT:

- 16.1 Qualified parties will be empaneled for their respective regions from the date of Notification of Award.
- 16.2 HLPPT reserves the right to accept or reject any proposal and to cancel the process and reject all proposals at any time prior to the empanelment, without thereby incurring any liability to the affected Applicant or Applicants.
- 16.3 Empanelment will be initially valid for a period of 60 months from the date of Notification of Award and the same can be extended after reviewing the performance.
- 16.4 During the tenure of empanelment, as and when requirement arises, based on the specific nature of the project HLPPT will invite separate financial quotes from eligible empaneled strategic partners/business associates.

17. CONFLICT OF INTEREST.

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

18. TERMINATION

Empanelment will be terminated on completion of period mentioned in the agreement and upon completion of all obligations by the parties. HLPPT reserves the right to terminate/ cancel the

Notification of award/ agreement/empanelment at any time for any reason without any liability on HLPPT. HLPPT 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 Strategic partner/Business Associate fails to perform any obligation(s) under the empanelment. In such event the Strategic partner/Business Associate will be liable for all the consequent losses to HLPPT.

19. ARBITRATION:

All disputes and differences, whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this EOI or breach thereof shall be settled at Noida, UP (India) in accordance with the Indian Arbitration Act-1996. The CEO of HLPPT or his authorized representative will be the sole Arbitrator in case of dispute. The award in pursuance thereof shall be binding on all parties. The arbitrator shall give reasoned award.

20. INDEMNITY

The Interested Applicant shall indemnify, defend and hold harmless Government of India and HLPPT, 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/Applicants/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 /Applicants.(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 applicant or its affiliate.

21. HLFPPT'S RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS

- 21.1 HLPPT reserves the right to accept or reject any proposal, and to annul the process and reject all proposals at any time prior to award Contract award, without thereby incurring any liability to the affected applicant or applicants.
- 21.2 HLPPT does not bind itself to accept the lowest or any proposal and reserves the right to reject any or all proposals at any point of time prior to the issuance of the Notice of award/Letter of intent/Purchase order without reason whatsoever.
- 21.3 HLPPT reserves the right to cancel the EOI process 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 proposals from the applicants due to such changes, if any.
- 21.4 Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the

applicant from its empanelment.

- 21.5 HLPPT reserves the right to accept or reject any proposal and annul the process and reject all proposals at any time prior to award of contract without thereby incurring any liability to the affected applicant or applicants or any obligation to inform the affected applicant or applicants of the ground for the purchaser's action.

21.6 GOVERNING LANGUAGE

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

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

Any applicant from a country which shares a land border with India will be eligible to participate in this EOI only if the applicant 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 EOI document. The applicant 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.

23. MSME Registration:

- 23.1 The bidders participating as Micro/Small Enterprises (MSE) shall submit an Undertaking in the prescribed format (Annexure-7) given in Bid Document declaring the status of their firm under the provisions of Micro and Small Enterprises along with a copy of the document/ certificate issued by any of the Authority mentioned below:
- i. District Industries Centres
 - ii. Khadi and Village Industries Commission
 - iii. Khadi and Village Industries Board
 - iv. Coir Board
 - v. National Small Industries Corporation (NSIC)
 - vi. Directorate of Handicrafts and Handloom
 - vii. MSEs registered under Udyam Registration (UR) portal
 - viii. Any other Body specified by Ministry of Micro, Small and Medium Enterprises.
- 23.2 The registration certificate submitted by MSEs issued from any one of the above agencies must be valid as on close date of the EOI. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the EOI, are not eligible for exemption/preference.

24.3. MSEs Bidders are exempted from payment of Earnest Money Deposit (EMD).

ANNEXURE-1

UNDERTAKING

Ref:

Date:

To,
HLFPPT

Dear Sir,

EOI: SELECTION OF STRATEGIC PARTNER/BUSINESS ASSOCIATE FOR BUSINESS DEVELOPMENT IN HEALTHCARE & OTHER SERVICES AT VARIOUS LOCATIONS IN INDIA

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 for the total amount against the Product as indicated in the price Schedule.

We undertake that in case our proposal is accepted, we shall commence work and shall make all reasonable endeavor to achieve contract acceptance.

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

We, the Applicant shall indemnify, defend and hold harmless HLPPT, 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/Applicants breach of any of its warranties, representations, covenants or obligations set forth herein or
- (ii) the negligent act or omission of the Manufacturer/Applicants.
- (iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by applicant or any affiliate.

We agree to all terms and conditions of the EOI Document and subsequent 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 applicant)

Hereby declare that we are eligible to proposal for the EOI:

..... (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 applicant indenting to participate in this EOI who is from a country which shares a land border with India will be eligible to participate in this EOI only if the applicant is registered with Competent Authority as per the GOI.

Date:

Signature of the Applicant:

Place:

Name with seal: Designation: Address:

Undertaking from Applicant

On Rs.100/- stamp paper

This has reference to the

EOI no..... datedIn response to the EOI, we have submitted our technical proposals on ____ at your office In connection with the above proposals, we hereby declare as under:-

1. That we are neither related to any of your Trustees, Officers and other employees nor do we have any financial, commercial or other interests with any of the above persons in any capacity whatsoever.
2. That we have submitted the proposals in the name of M/S..... and declare that no other proposals have been submitted by us in the name of any other firms/companies/proprietors/individuals which comes under the same management and related parties.
3. We undertake that:
 - a) All information furnish by us in respect of fulfilment of eligibility criteria and qualification information of the Proposal is complete, correct and true.
 - b) All copy of documents, credentials and documents submitted along with this Proposal and genuine, authentic, true and valid.
4. We undertakes that:-
 - a) We are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
 - b) We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India/Public Sector Undertaking/ any Regulatory Authorities/ Multilateral Funding agency in India for any kind of fraudulent activities.
5. We hereby undertakes that If any information and document submitted is found to be false/incorrect or we violate any declaration at any stage of contract, HLFPT has right to cancel my/our Proposal and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and banning of our firm etc.

Signature _____

Name _____

Designation _____

Stamp

Annexure-4

Authorization to sign documents pertaining to proposal submission against EOI no:

[To be given on agency/firm/company on Rs.100 stamp paper]

It is certified that we M/s having registered office at are submitting a EOI proposal against EOI No. for empanelment for In this connection Mr/Ms..... working with our company as has been authorized to sign EOI proposal documents or any other documents related to this EOI submission. We, (name of company) are fully liable of the consequences arising by the act of signing EOI documents by Mr/Ms.....

Signature

Name of Signatory

Annexure - 5**UNDERTAKING FOR BIDDERS WHO ARE REGISTERED AS MICRO/ SMALL ENTERPRISE**

(This undertaking may be included in relevant section/part of EOI Document)

I /We confirm that the provisions of Micro and Small Enterprise are applicable to us and our Procuring agency falls under the definition of the following Category:

- i. ☐ – Micro Enterprises
- ii. ☐ – Small Enterprises

Please tick in the appropriate option box ☐ and attach relevant documents/certificate issued by any of the Authority mentioned below as evidence to their applicability of Micro and Small Enterprises:

- i. District Industries Centres (DICs)
- ii. Khadi & Village Industries Commission (KVIC)
- iii. Khadi & Village Industries Board (KVIB)
- iv. Coir Board or National Small Industries Corporation (NSIC)
- v. Directorate of Handicrafts and Handloom
- vi. MSEs registered under Udyam Registration (UR) portal
- vii. Any other Body specified by Ministry of Micro, Small and Medium Enterprises (MoMSME)

I/ We also undertake to inform the change in this status as aforesaid during the currency of the Contract, if any.

Dated _____

Signature of Bidder _____