

NOTICE INVITING
EXPRESSION OF INTEREST

SELECTION OF STRATEGIC PARTNER
FOR
INVESTMENT IN ESTABLISHMENT OF NEW LABS;
OPERATION AND MAINTENANCE OF NEW & EXISTING LABS
&
BUSINESS DEVELOPMENT FOR HLL'S DIAGNOSTIC LABS
IN INDIA

HLL/CHO/HCS/SD/PATHLABS- SP/2018-19/EOI 008

31st January 2019

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

Date of opening Notice Inviting EOI	31-01-2019 10.00 Hrs.
Pre Bid Meeting	12-02-2019 11.00 Hrs
Last date for submission of the application	22-02-2019 15.00 Hrs.
Date & Time of Opening Eoi	22-02-2019 16.00 Hrs.
Venue of opening Eoi	Application submission Address
EOI Application Money *	Rs. 2,000/- (Rupees Two thousand only)
Earnest Money Deposit (EMD)	Rs. 20,00,000.00/-(Rupees Twenty lakhs only)
Scrutiny and selection of applicants, Opening of Price Bid & Issue of Letter of Intent etc.	Will be notified separately
Address for pre-Bid meeting	HLL Lifecare Limited, Corporate Head Office, HLL Bhavan, Poojappura, Trivandrum 695012 Ph.: 0471-2354949
Address for submission of Applications	Associate Vice President (Marketing), HLL Lifecare Limited, Corporate Head Office, HLL Bhavan, Poojappura, Trivandrum 695012 Ph.: 0471-2354949 Email:sdhcsouth@lifecarehll.com

* EOI application money & EMD shall be submitted as bank guarantee/ Bank Draft / Bankers cheque from any Schedule Bank in favor of "HLL Lifecare Limited" payable at Trivandrum.

NOTICE INVITING EXPRESSION OF INTEREST

Invitation of “Expression of Interest (EOI) for selection of Strategic Partner for Investment on New Labs; Maintenance of Existing and New Labs and Business Development for all Diagnostic labs of HLL.

HLL Lifecare Limited (HLL) is a public sector undertaking under the administrative control of the Ministry of Health & Family Welfare, Government of India. 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 health care solutions provider, HLL had diversified into hospital products, healthcare and retail services, while nurturing its core business of providing quality contraceptives.

The Healthcare Services Division of HLL under its brand- HINDLABS, provides Medical Diagnostic Services (Laboratory and Imaging) and other facilities like Wellness Clinic/Polyclinic to partner institutions on a PPP model. Our first center in association with CGHS started functioning way back in February 2008 in New Delhi. From there on HLL has been a preferred partner for Public Sector institutions like Govt. Medical Colleges, AIIMS, etc. for the delivery of Diagnostic services. The Healthcare Services Division (HCS) of HLL is planning to set-up Diagnostic Services in various states across India. HLL has already established and/or is in the process of expansion and establishment of new lab network in the State of Assam and other states for the Government and Private sector.

HLL is already in partnership with Govt. of Maharashtra & Govt. of Assam for the National Free Diagnostic Scheme (NFDS) Programme wherein all the diagnostic services are offered free of the citizens of the state. These projects under the PPP model works on a Hub-and-Spoke model where the labs largely established at the District hospitals performs and reports the tests for the patients from the CHC and PHC levels also apart from that of the District Hospitals. HLL has established labs, equipped them with necessary diagnostic equipment either on outright purchase or reagent rental model. The required manpower is already in position in these labs. The sample collection from the CHC and PHC levels and the logistics has also been established.

Now, HLL plans to expand its business in a Three-pronged manner. First, the expansion to new states under NFDS programme or any other PPP programme of the concerned state that are being awarded to HLL either on a nomination basis or through Tenders. Second, expansion in the business in the existing states by increasing the scope through opening of any new labs as per the requirement of the state or catering to the new tests baskets for a larger coverage of diseases. Thirdly, in all these states there is also a larger opportunity for business at the grassroots as HLL reaches the last mile of the district through its collection centers and hence scope of Private business increases. At present there are no major players at these District/ Tehsil places and the patient samples are transported to the larger metros for testing and reporting. These private businesses would be driven by the tests that

are not included in the NFDS or the Government tests list but could be a requirement for the diagnosis of the patient as far as a medical practitioner is concerned. With Labs and better equipment available at the District levels, a larger tests menu could be offered to the private patients which would enhance the overall business at the labs. HLL could develop the laboratory diagnostic business segment to attract more business by bringing in patient samples from private hospitals/clinics too.

Hence, HLL is in lookout for a Strategic Partner to undertake all the new Investment in the business by way of Investment in Infrastructure, Equipment and manpower. The Strategic Partner would engage in Business development focusing on both Government and Private business opportunities and also maintain the labs which are under operation by HLL. The entire operation would be enabled by cutting edge IT technology to ensure a seamless operation from the Sample pick-up to Reports delivery, so that the citizens have the benefit of the diagnosis within the TAT (Turn-around-Time) of the tests.

This Expression of Interest (EOI) and bid is invited for selection of a Strategic partner for Investment on establishment of New Labs; Maintenance of Existing and New Labs and Business Development for all Diagnostic labs of HLL, at PAN India Level as per the quality standards of "HINDLABS".

HLL is in lookout for a strategic partner to operate and manage the existing labs and to set up and manage new labs where ever required in India. The strategic partner shall also perform business development activities including the development of private business opportunities other than maintaining the labs which are under operation by HLL.

1. Minimum Eligibility criteria

(a)	The Bidder (Lead bidder in case of consortium) should be a company registered under the Companies Act and should have been incorporated for minimum 3 years as on date of bid submission.
(b)	The Lead Bidder should have average annual Turnover of Rs.100 Crores or above during the last financial year (i.e., 2017-2018). Audited Balance sheet or CA certificate for Turnover should be submitted.
(c)	The Lead bidder should have positive net worth as on 31st March 2018. CA certificate mentioning the same should be submitted.
(d)	The Bidder should have been engaged in minimum one large projects of value above Rs.30.00 Crores involving services to Govt./PSU, during the last three financial years. Work Order or completion certificate mentioning the value of project should be submitted.
(e)	Lead bidder should have been engaged in implementing at least one project involving statewide implementation at more than 100 locations across the state. Work Order or completion certificate to prove the above mentioned claim and also mentioning the value of project should be submitted.
(f)	Bidder or consortium member must have been engaged in a project Operating Pathology Labs / Sample Collection for Pathology Labs / Operating Health Facilities catering to more than 100 Govt. health facilities. Work Order or completion certificate

	to prove the above mentioned claim and also mentioning the value of project should be submitted.
(g)	Lead bidder in case of consortium must have been engaged in a project involving manpower deployment of more than 200 resources. Work Order or completion certificate to prove the above mentioned claim also mentioning the value of project should be submitted.
(h)	Bidder should not be blacklisted by Central Govt./ any State or UT Govt./ PSU in India as on date of submission of EOI proposal. Declaration mentioning that the bidder is not blacklisted shall be submitted.
(j)	Lead bidder should have valid PCMM and CMMI level 3 or above certificate in software services level 3 or above certificate on the date of submission of EOI.

All the documents as mentioned above should be submitted with signature and seal as part of technical bid of EOI.

2. The Strategic partner shall carry out the following:

SCOPE OF SERVICES:

- Maintain the labs established & operated by HLL. The day to day operation and maintenance of the labs shall be under the scope of the strategic partner.
- The strategic partner shall have to Invest and set up new labs as per the requirement. HLL shall give necessary communications regarding the details of the location at which the strategic partner has to set the lab. The establishment of civil works, electrical works, procurement of machineries and all other activities pertaining to the new lab shall be under the scope of the strategic partner.
- The strategic partner will have to arrange for the phlebotomy activities of the HLL Lab. The strategic partner will have to recruit necessary qualified manpower for the phlebotomy activity and has to bear the necessary cost for the same.
- Maintain the TAT (Turn around Time) for all the tests for the samples delivered to the lab from different health facilities as per the list enclosed; if require addition of small/major labs to maintain the TAT without failure.
- All type of sample logistics which include but not limited to the Transportation of samples from the small scale labs to main labs and main labs to regional labs /reference lab for the specials tests.
- Maintain the stock/inventory for reagents and chemicals.
- Manage the barcode stickers for all the labs and collection centres.
- Maintain the quality standards followed and implemented by HLL.
- Follow the SOP's implemented by HLL for laboratory service
- Manage and bear the reagent rental expense/cost for testing equipment.

- Manage and bear the consumables and other requirement (including stationeries) cost required for the lab.
- HLL has entered into rate contract with certain consumables and reagent suppliers. HLL shall make the procurement of these items from the approved vendors. The strategic partner shall reimburse the amount incurred for these purchases. If there are any other items required for the labs other than these items for which HLL has entered in to rate contract, then the strategic partner shall arrange for the same at their cost. However the quality of the material has to be ensured by the strategic partner and has obtained the consent for the procurement of such items.
- Any other operational and recurring expenses for the labs.
- Day to day coordination with all stakeholders.
- Business development of laboratory service by making strategic tie up for private sample in all districts, organizing medical camps, corporate health check up schemes and other activities to increase the business of HLL labs.
- Engage the pathologist/Microbiologist/Biochemist as required for operation of labs, as per NABL guideline and the requirement given by HLL. The strategic partner will have to recruit necessary qualified manpower and has to bear the necessary cost for the same.
- The service provider shall provide a list of all laboratory equipment use along with serial number and location of Lab.
- The strategic partner has to perform all the diagnostic pathology tests that HLL instructs to perform. In case any new tests are to be added, then the strategic partner will have to add the necessary facilities (including equipments and manpower and any other measures which are required) for performing the same at their cost and has to perform these tests.
- Collection of receivables from the government shall be under the scope of the strategic partner. Also, the timely generation of invoices, the submission of these invoices and getting it attested by the appropriate Government authorities and getting the final receivables from the authorities shall be under the scope of the Strategic partner.
- Waste management (including the biomedical waste management) is under the scope of the strategic partner. The strategic partner shall ensure the regulatory compliance of the Bio-Medical Waste as per the State Pollution Control Board.
- The strategic partner shall ensure the quality aspects of the labs by performing periodic Inter-Lab Comparison (ILC) And / OR External Quality Assurance (EQAS) as per the SoP specified or informed time to time by HLL
- The reports of the tests performed at HLL labs shall be signed and released by the strategic partner as per the NABL Guideline & Clinical Establishment acts and other prevailing rules and regulations.
- The skill development, including trainings of the staff employed in the labs (under all schemes) will be under the scope of the strategic partner.

- In case due to any issues if the strategic partner is not able to perform certain tests at the HLL lab premises, then the tests needs to be performed at the third party labs with the consent of the HLL authorities.
- TAT Penalty: In the event if there is any delay in TAT as per Annexure 3, the penalty shall be imposed by HLL on the Strategic Partner at the same terms and condition as HLL is having with the client (NHM Assam or any other HLL client).
- The indicative list of tests as per the NFDS is provided as Annexure-3. Please note that the tests provided in the list are just indicative and are subject to change. HLL will have the rights to delete or add any test at any stage.
- The service provider will also comply with confidentiality and privacy laws relevant to patent Details
- Strategic Partner should have ERP Lab management software for managing entire lab operation right from pick up of samples; Logistics management; Attendance Management manpower; inventory management; Samples processing through a Bi-directional Interfacing of the equipment; Reports generation; Multiple Authentication levels and delivery of results thru multiple means including Hand-held devices or Desktops and an executive dashboard for senior management. This list of IT-Enabled Services is not exhaustive though and the Strategic partner needs to support any IT requirements of HLL which is instructed by the Principals.
- The strategic partner shall maintain the server for the ERP lab management software.
- The strategic partner shall provide access, ownership and freedom to use all the data generated and managed by the ERP lab management software.
- The ownership of the data generated by the Lab management software shall be with HLL.
- Strategic Partner should have resource management ERP for effective management of all resources working under lab services projects.
- Strategic Partner should have project management dashboard for effective project management.
- Strategic Partner shall install IP cameras in all HLL labs for effective monitoring and control over lab operations.
- Strategic Partner shall setup command control centre with feed of IP cameras and call center for monitoring, control and support of the lab operations.

3. Earnest Money Deposit (EMD)

- EMD: All parties shall submit an EMD of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) as bank guarantee along with the EOI in the form of Bank Draft /

Bankers cheque from any Schedule Bank in favour of “HLL Lifecare Limited” payable at Trivandrum.

- It may be noted that no bidding entity is exempt from deposit of EMD. EOI submitted without EMD shall be rejected.
- The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- EMD of a bidder may be forfeited without prejudice to other rights of the purchaser, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidders' EMD will also be forfeited without prejudice to other rights of purchaser, if it fails to furnish the required performance security within the specified period.

4. Preparation of EOI & bids

The EOI & bids shall be made in TWO SEPARATE SEALED ENVELOPES as follows:

- (1) The first envelopes shall be marked in bold letter as “TECHNICAL BID” which shall include the following in addition to the eligibility criteria:
 - Earnest Money Deposit (EMD)
 - Confirmation regarding furnishing Performance Security in case of award of contract
 - Profile of the Organization
 - Organization Structure
 - Memorandum of Association/Articles of Association.
 - PAN/TIN Card of the firm
 - Authenticated copy of the certificates of incorporation/registration of the organization
 - Authenticated copy of annual accounts for the last three years
 - Certificate from HR mentioning resources deployed on project
 - Authorization letter in the company letterhead authorizing the person signing the bid for this EOI
 - Work orders of the cited projects
 - Order copy in executing & operation management of Government projects
 - Decision taken by the Board /authorized committee of the organization to submit the EOI published by HLL.

- Notarized undertaking /declaration issued on behalf of the strategic partner by the Director /Official authorized by the Board to the effect that the Strategic partner will:-
 - (i) Provide service for the contract period stipulated by HLL.
 - (ii) Pay compensation as claimed by HLL in the event of the strategic partner failing to provide services for the stipulated period.
- (2) The second envelope shall contain the financial proposal and shall be marked in bold letters as “FINANCIAL BID”. Prices shall be quoted in the prescribed format enclosed at “ANNEXURE-4” as per scope of work / service to be rendered.

5. Financial Bid Submission

- To be submitted by the bidders in their letter head
- The service provider who is offering the lowest percentage for Investment, business development & managing HLL’s labs across Assam shall be selected as the Strategic Partner of HLL for the project in Assam.

The financial bid as per Annexure-4 to be submitted with signature and seal in a separate envelope

6. Evaluation of Bid

Scrutiny of Bids: The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the Bid Enquiry Documents. The bids, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and may be ignored. The decision of the purchaser as to whether the Bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial bids of only those bidders, who qualify technical bid, will be considered.

Infirmity / Non-Conformity: The purchaser may waive minor infirmity and/or non-conformity in a Bid, provided it does not constitute any material deviation. The decision of the purchaser as to whether the deviation is material or not, shall be final and binding on the bidders.

Bid Clarification: Wherever necessary, the purchaser may, at its discretion, seek clarification from the Bidders seeking response by a specified date. If no response is received by this date, the purchaser shall evaluate the offer as per available information.

The financial bid shall be evaluated based on the lowest percentage offered by the party for managing the activities in the laboratories to maintain the Turn Around Time for all the tests.

HLL may reject all proposals if they are found to be unresponsive or unsuitable if they represent major deficiencies in complying with the requirements.

The selected strategic partner shall commence the services within 7 days of issue of LOI by HLL.

7. Mode of submission of BID/Eoi

Documents in electronic form will not be accepted.

The documents eligibility criteria, EMD and other relevant documents may be submitted in a sealed envelope marked in bold letter as “TECHNICAL BID”

The second envelope shall contain the financial proposal and shall be marked in bold letters as “FINANCIAL BID”.

The two envelopes containing both technical and the financial bid shall be put in a bigger envelope, which shall be sealed and superscripted with “EOI No: **HLL/CHO/HCS/SD/PATHLABS- SP/2018-19/EOI 008 Dt:31-01-2019** due for opening on 22/02/2019” and marked as “Expression of Interest (EOI) for selection of Strategic Partner for Investment on New Labs; Maintenance of Existing and New Labs and Business Development for all Diagnostic labs of HLL.”

The offer shall contain no interlineations or overwriting except as necessary to correct errors, in which cases such correction must be initialed by the person or persons signing the Bid. In case of discrepancy in the quoted prices, the price written in words will be taken as valid.

The last date for submission of the EOI is 22nd February 2019; 3:00 P.M. The bids submitted after the stipulated time shall not be considered for evaluation and shall be rejected.

1	Date of Submission of Financial bid	22/02/2019; up to 03:00 PM
2	Date of Opening of Financial Bid	22/02/2019; 4:00 PM
3	Date of Commencement of work	Within 7 days of award of work.
4	Payment terms	Within 45 Days from the receipt of bills by HLL.
4	All queries / communication to be	Associate Vice President (HCS

	addressed to	Division) HLL Bhavan, Poojapura, Trivandrum 695012 Email to hcssouth@lifecarehll.com ; Ph: 04712354949
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8. TERMS & CONDITIONS

i. **General Instructions to Bidders.**

- a) Conditional offers are liable for rejection.
- b) The Bidders should give clause by clause compliance of EOI with references to supporting documents; otherwise the offers are liable for rejection.
- c) The parties shall submit their project implementation plan along with the financial bid (business development & marketing strategies for private sample, plan for maintenance of labs, strategies for meeting the TAT for testing by adding labs to bridge the transportation TAT, business plan for NHM & private business etc).
- d) The prices /percentage quoted shall be firm and inclusive of all taxes and duties. The prices shall be quoted only in the format given as **Annexure 4**.
- e) The quoted price/percentage shall be valid for a period of 10 years.
- f) The financial quote shall be submitted before the last date and time as mentioned in this tender/bid document. Late tenders/bids shall not be considered.
- g) The strategic partner is responsible for maintaining the quality of testing.
- h) The strategic partner shall indemnify HLL from any penalty/legal issues arising out of maintenance of the labs, errors in reports and whatsoever issues it may arise in connection with the awarded activity.
- i) The strategic partner shall indemnify HLL from the penalty arising out of failure in maintaining the TAT for the testing & reporting.
- j) The Bidder to indemnify HLL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.

- k) 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.
- l) Organizations are requested to keep the information and details strictly confidential. We are looking for your support and co-operation in getting fully responsive Expression of interest.
- m) HLL shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their EOI and other expenses.
- n) HLL reserves the right to reject any or all the Expressions of Interest without assigning any reason thereof.
- o) 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.
- p) 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.
- q) All other terms and conditions mentioned in the EOI is applicable to the strategic partner.
- r) Any additions/amendments to this EOI shall be uploaded in HLL's website www.lifecarehll.com

ii. Performance Security

- a. The successful bidder shall furnish a performance security in the form of a Bank Guarantee issued by a scheduled/nationalized bank in favour of HLL Lifecare Ltd for Rs.50 Lacs. (Rupees Fifty Lacs Only). The BG format shall be issued to the successful bidder by HLL.
- b. This shall be submitted within 15 days (minimum) of receiving of Notice for Award of Contract, failing which the EMD may be forfeited and the contract may be cancelled.

- c. The Performance security shall be liable for forfeiture, wholly or partly, in case of Violation of any of the terms and conditions of the contract and deficiency in service as agreed.
- d. The performance security will be released without any interest, within 120 days after the successful completion of the contract.

iii. Bid Validity

The bids shall remain valid for acceptance for 180 days from the date of opening of Bids and the contract will be valid for duration of 10 years and will be extended for further period on mutual agreed terms.

iv. Delivery Period

The successful bidder shall commence the proposed services within 7 days from the date of issue of LOI/work order by HLL Lifecare Ltd. The successful bidder shall execute a detailed agreement with HLL in the format proposed by HLL within 15 days from the date of issue of HLL's work order along with submission of Performance Security. The Bidder shall ensure that the full swing operation as per the Work Order (WO) will be effective within 45 days of accepting the WO.

v. Payment Terms

1. The payment will be released on a monthly basis within 7 days from the date of receipt of Invoice by HLL Life care Ltd.
2. Payment is back to back basis means, payment will be release to bidder only after receiving of payment from that project/client/government organization where bidder will work as strategic partner for business development, Investment & Maintenance of HLL'S diagnostic labs
3. Payments shall be released after making the income tax deduction at source (TDS) at the applicable rates.

vi. Liquidated Damages

- a. If the successful bidder fails to execute the contract with in the stipulated time , there shall be levied liquidated damages which will be equal to 0.5 % of the value of the Performance Security for each week of delay till the delay continues, up to a maximum limit of 5% value of the Performance Security.

vii. Arbitration

- a) If a dispute or difference of any kind between HLL Lifecare Ltd and the service provider in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual discussions.
- b) If the parties fail to resolve the dispute or difference by such mutual consultations within 21 days of commencement of consultations, then either HLL Lifecare Ltd or service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided.
- c) The applicable arbitration procedure will be as per the arbitration and conciliation Act, 1996 of India. In the event of Arbitration, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by HLL Lifecare Limited venue of Arbitration shall be Thiruvananthapuram.

9. Termination of Contract

HLL Lifecare Ltd may terminate the contract, if the successful tenderer/bidder withdraws its tender/bid after its acceptance or fails to submit the required performance security or fails to fulfil any other contractual obligations.

In that event HLL Lifecare Ltd shall have the right to avail the required services from the next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter.

Interested parties qualifying the conditions may express their interest to the following address along with relevant documents.

Associate Vice President (Marketing)
Healthcare Services Division
Registered & Corporate Head Office
HLL Lifecare Limited
HLL Bhavan, Poojappura
Thiruvananthapuram
Kerala – 695 012

Ph: 0471-2354949

Website: www.lifecarehll.com

10. Notice of award and Performance security:

HLL shall empanel qualified bidders and shall issue a notice of award to the successful bidders for specific projects. The successful bidder shall submit an amount as security deposit for each awarded project (the amount shall be decided by HLL based on the project being awarded to the successful party) in the form of DD or Bank guarantee from a nationalized bank in favor of HLL Lifecare Limited within 7 days from the date of notice of award of the contract. The successful bidder shall enter into an agreement with HLL with 15 days from the date of award of contract. The details of the security deposit will be mentioned in the agreement, for which the successful bidder has to ensure that the security deposit reaches HLL office within 7 days from the date of issuance of the notice of award as mentioned above. The security deposit will be returned to the respective bidder within 90 days (after considering dues to HLL if any) after the expiry of the contract and handing over the premise to HLL.

11. Contract agreement-

After empanelment of the bidders, and the issue of Notice of award, HLL and the Business Associate shall sign a contract agreement prior to the setting up and operations of the project. The same shall detail the terms and conditions, under which the successful bidder (Licensee) shall conduct the business. The validity of the contract shall be for 5 years and mutually extended for additional 5 years. The performance of the business associate will be reviewed annually and the agreement will be further extended if the performance is found satisfactory. If the bidder is found to be successful in completing the contract, then the contract shall be extended for another term as per mutual consensus and agreement.

12. Penalties, Exit & Termination:

In the event of violation of the terms and conditions of the agreement, subject to the gravity of such violations, HLL reserves the right to impose a penalty as deemed fit on the Business Associate and Business Associate shall comply with the same. If there are repeated instance of violations, then the same shall amount to the termination of the agreement.

HLL reserves the right to terminate this contract under due notice, in case of any violation of the terms and conditions of the contract by the Business Associate. The paid up stocks belonging to the BA should be cleared from the centre before the termination date.

13. Documents to be submitted

The Applicant should submit the following documents in hard copies in sealed envelope **super scribed HLL/CHO/HCS/SD/PATHLABS- SP/2018-19/EOI 008 dated 31st Jan 2019** while submission of application:

Complete Profile of the Prospective Business Associate, as detailed below shall be furnished.

1. Copies of Certificates establishing Eligibility criteria & Registration of the firm

2. Financial status of firms: Audited balance sheet and Income statement duly signed by the statutory auditors and the authorized signatories in case of firms/companies
3. PAN details of the bidder
4. Certified copies of documents submitted, as above, must be duly signed with seal

14. Dispute Resolution:

Arbitration:

In case of any dispute or differences arising out of this Tender, then the same shall be settled amicably between the parties. If such dispute or differences does not get resolved within 30 days from the date of commencement of such discussion, then the same shall be referred to a Sole Arbitrator under the provisions of the Arbitration & Conciliation Act, 1996. Venue of such arbitration shall be Thiruvananthapuram. Proceedings of the Arbitration shall be in English and the Award of the Sole Arbitrator shall be final and binding upon the Parties.

Jurisdiction:

Subject to the Arbitration clause mentioned herein above any dispute arising out of this Tender shall fall under the exclusive jurisdiction of the Courts at Thiruvananthapuram.

15. FORCE MAJEURE

If, at any time, during the continuance of this Contract agreement, the performance in whole or in part by either party of any obligation under this Contract agreement is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this Contract agreement nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the Contract agreement shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the HLL as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this Contract agreement is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the Contract agreement. Provided, also that if the Contract agreement is terminated under this clause, the HLL shall be at liberty to take over from the Business Associate at a price to be fixed by the HLL, which shall be final, all unused, undamaged and acceptable materials, bought out components etc. which may be in possession of the business associate at the time of such termination or such portion thereof as HLL may deem fit, except such materials, bought out components and stores as the business associate may with the concurrence of the HLL elect to retain.

Annexure 3

PRE-CONTRACT INTEGRITY PACT

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

Between

HLL Life Care Limited, 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

----- India represented by Shri -----
----- (hereinafter called the "BIDDER / Seller" / Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both HLL and BIDDER referred above are jointly referred to as the Parties]

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order. 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 BIDDERS with equity and reason, and will provide to all BIDDERS 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 BIDDERS in relation to tendering process or during the contract execution.

- 1.3 All the officials of HLL will report to Chief Vigilance Officer of HLL (CVO), 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 BIDDERS/ 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 BIDDERS 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 BIDDERS 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 integrator / manufacture /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 Bidders, 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.

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
 - 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 Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and addresses of the Monitor(s) to be given).
- 7.2 The responsibility of the Monitor(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 Monitor(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 Monitor(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.
- 7.6 The BIDDER(S) accepts that the Monitor(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 Monitor(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 Monitor(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 Monitor(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 Monitor(s) option to participate in such meetings.
- 7.8 The Monitor(s) will submit a written report to the CVO 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.
- 13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.1 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

BIDDER

Witness

Witness

1.....

1.....

2.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of the HLL in regard to involvement of Indian agents of foreign suppliers.

Annexure- 4

To
Associate Vice President (Marketing)
HCS Division
HLL Bhawan
HLL Lifecare Ltd
Poojappura
Trivandrum- 695012

PRICE BID

Name of the Tenderer:

Percentage of revenue required by the bidder for business development, Investment & maintenance of HLL's labs (Which shall include all the cost towards all the activities done by Strategic Partner.)	% in Words	% in Figures

NB:- If the mentioned % of revenue share is ambiguous in Figure & words , then the mentioned % of revenue share in words stands valid.

Signature:

Name:

Seal

Place:

Date: