



HLL LIFECARE LTD.
(A Govt. of India Enterprise)
[CIN: U25193KL1966GOI002621]
Regd. Office: HLL Bhavan, Mahilamandiram Road, Poojappura
Thiruvananthapuram- 695 012, Kerala State, India
www.lifecarehll.com

Preparation of Detailed Project Report

HLL Lifecare Ltd. [HLL] invites proposals from reputed Management Consultancy Organizations /Institutions to prepare Detailed Project Report for promoting a joint venture company in the State of Gujarat, which will engage in providing quality Healthcare Services and Products at affordable rates.

For further details, please visit our website or contact Deputy Vice-President (Secretarial & Corporate Affairs), HLL Lifecare Limited at jaikrishnanar@lifecarehll.com (Mobile: 9846387789).

Company Secretary & SVP (HR)

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TERMS AND CONDITIONS

Terms and conditions with respect to the Notice inviting proposal to prepare Detailed Project Report published by HLL Lifecare Ltd. [HLL] on 21st November 2015 are given below.

1. The Terms of Reference [ToR] for the Bidder

The Bidder has to develop Detailed Project Report [DPR] for a proposed joint venture company [JVC] in the State of Gujarat, which will engage in providing quality Healthcare Services and Products at affordable rates including operating hospitals, maternity hospitals, daycare centres, clinics, diagnostic centres, imaging centres, training centres, laboratories, pharmacies, drug stores, other healthcare amenities and medical facilities apart from engaging in manufacture, sale, marketing, trading of healthcare products, personal hygiene products, hospital products, pharmaceutical products etc. In addition, the JVC will also undertake Health Research, Clinical Trials, Skill Upgradation programmes and other similar activities and programmes. Also, the JVC will execute development projects of various departments in the State of Gujarat besides working with other similarly placed companies, multi-national companies, NGOs or educational institutions.

The DPR shall include, but not limited to the following:

- Appropriate model for business
- Areas of operations
- Market penetration strategy
- Optimal mix of Products, Services
- Financial Projections
- Resource requirement and funding plan
- Vision and Mission
- Organizational Structure
- Capital Investment
- Business Plan for 10 years
- SWOT analysis

2. Eligibility Criteria

- a) Bidder should be a reputed Management Consultancy Organization/Institutions having experience in preparation of Detailed Project Report [DPR] for atleast Seven (7) years for Public Sector Undertakings, Multinational companies, and Joint Ventures formed by PSUs.
- b) Bidder should have an established office either at Mumbai or Delhi and shall have professional manpower strength of not less than twenty five (25).

- c) Annual Turnover of the Bidder from management consultancy should not be less than Rs.10.00 Cr. (average) for the last 3 consecutive financial years (2012-13, 2013-14 & 2014-15) to be duly certified by practicing Chartered Accountancy firm/auditor.

3. Earnest Money Deposit (EMD):

INR 50,000/- (Rupees Fifty Thousand only) as Earnest Money is to be submitted along with the bid documents in the form of Demand Draft drawn from a scheduled bank in favour of HLL Lifecare Limited.

Earnest Money of the unsuccessful bidders shall be refunded without any interest accrued within one month of finalisation of the bid.

4. EVALUATION OF PROPOSALS

4.1 Evaluation of Technical Bid

In the first stage, the Technical Bid of the bidder will be evaluated. Therefore, the Bidder is requested to provide the following information with necessary supporting documents.

- i) Bidder's identification data as per enclosed Form – I.
- ii) Details of Similar assignment/study completed during past three years as per enclosed Form– II.
- iii) Bidder's current assignments in hand regarding preparation of DPR to be furnished as per enclosed Form – III.

Bidder shall also submit the below-mentioned documents along with the prescribed application.

- i) List of similar assignments carried out during last 3 years ending on June 2012 with copies of Letter of Appointments and Completion Certificate etc. issued by the clients indicating time/financial over run, if any.
- ii) Audited Annual Accounts for last 3 financial years (including Balance Sheet and Profit & Loss Account) i.e. (2012-13, 2013-14 & 2014-15).
- iii) Copy of Registration of Service Tax/ Income Tax Clearance Certificate (ITCC)/PAN Number and Memorandum/Articles of Association, Certificate for firm, partnership deed, trust deed or equivalent documents.
- iv) List of qualified and experienced key personnel of the Bidder for designing /study as well as execution along with complete bio-data and exact nature and duration of their experience shall be furnished.

- v) Organization chart of Bidder's firm, organization showing delegated authority of the Key Persons proposed to deployed in the project/work.
- vi) Copies of performance/Experience Certificates issued by clients, establishing the Bidder's credibility of timely completion of similar jobs successfully shall be furnished.

Incomplete application or application without supporting documents will not be considered and are liable to be rejected.

On the basis of the information criteria stated above the technical evaluation of the bidder would be done as given below:

Criteria	Score
Experience in preparation of Detailed Project Report [<i>Average of last 3 years</i>] NIL assignments	00
1-2 assignments	10
3-5 assignments	15
6 or more assignments	20
Experience in Healthcare sector	15
Experience in dealing with PSUs 1 to 3 PSUs	10
3 or above PSUs	15
Professional manpower Below 25	00
25 to 35	10
36 or above	15
Turnover as Management Consultancy (average) for last 3 consecutive financial years (2012-13, 2013-14 & 2014-15) Below Rs.10 Cr.	00
Rs.10 Cr. to Rs. 20 Cr.	05
Rs.20 Cr. to Rs. 30 Cr.	10
Above Rs. 30 Cr	15
Proposed assignment approach and time frame > 6 weeks	00

5 weeks or more but < 6 weeks	10
<5 weeks	20
Total Score	100
Minimum Qualifying Score	60

Based on the technical criteria, Bidders meeting these requirements will be technically qualified for opening financial bid. The Bidder shall be selected based on evaluation of their Technical and Financial Bids based on Quality & Cost Based Selection.

Only those parties whose Technical Proposals score at least 60 marks out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their Technical Score (TS).

4.2 Evaluation of Financial Bid

In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (FS). The format for submission of financial bid is enclosed as Form IV

For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

HLL will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F$$

(F = amount of Financial Proposal of the applicant)

4.3 Combined and Final Evaluation

Proposals will finally be ranked according to their combined technical (ST) and financial (FS) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be **0.60 and 0.40** respectively.

5. Performance Guarantee

After selection, the successful bidder shall submit an irrevocable PERFORMANCE GUARANTEE of 10% (Ten percent) of the order value for proper performance of the DPR, (not withstanding and / or without prejudice to any other provisions in the contract) within 15 days of issue of letter for award of the work. This guarantee shall be in the form acceptable to HLL. This Guarantee should be furnished by a Nationalised Bank and should be directly sent to HLL by the issuing Bank under Registered Post.

The performance guarantee shall be initially valid up to the time-line prescribed for submission of DPR plus 60 days beyond that. In case the time for completion of work gets extended, the bidder shall get the validity Performance of performance guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by HLL, the performance guarantee shall be returned to the bidder.

6. Deliverables, Timeline and Payment schedule

Sl. No.	Deliverable	Time-line from acceptance of work order	Payment schedule
1.	Submission of Preliminary DPR by Consultant with Executive Summary after detailed discussion with Employer	15 days	10%
2.	Submission of complete draft DPR by Consultant	40 days	25%
3.	Feedback from HLL	50 days	
4.	Incorporate suggestions and presentation of Final DPR.	60 days	35%
5.	Acceptance of DPR by HLL	75 days	30%

7. Liquidated Damages

In the case of delay of agreed schedule of DPR, HLL will be entitled to recover from the successful bidder liquidated damages @ 0.5% of total consultancy charges per week of delay or part thereof subject to a maximum of 5% of the consultancy charges. The payment or deduction of such damages shall not relieve the bidder from the contractual obligation to complete the balance portion of the work thereof in time as stipulated in the contract.

8. Amendment to Notice Inviting Proposals [NIP]

HLL reserves right to modify the Notice inviting Proposal by “Amendment” for any reason whatsoever at any time prior to the last date of submission of Bid. The “Amendment” along with this NIP shall thereafter become part of the Bid document.

After the last date of submission of Bid, the bidder (s) will not be allowed to modify it.

HLL reserves right to accept or reject any or all bids or any part of the bid without assigning any reason whatsoever and it shall not be liable for any compensation to expenses/loss incurred by the bidder in the process in whatever manner it may be.

9. Date and time for submission of bids

Interested parties may submit their proposals by the due date (i.e. 11th December 2015 latest 5:00 PM (IST) at the address given below. HLL shall not be responsible if the proposal is delayed in transit and not received by the prescribed date and time.

Director (Finance)
HLL Lifecare Ltd.
Regd. Office: HLL Bhavan
Mahilamandiram Road, Poojappura
Thiruvananthapuram – 695 012, India
0471 – 2358273

10. Right to withdraw Notice Inviting Proposal [NoI]

HLL reserves right to withdraw the notice inviting proposal or reject any proposal or without assigning any reasons whatsoever.

11. Submission of Bids

The bidder shall prepare and submit Technical and Financial Bids in original duly signed and sealed by the Authorised representative of the Bidder. Bidder must use the enclosed proforma to provide information in order to be evaluated as per terms and conditions of this Notice.

The authorised representative of the Bidder must affix complete signature by hand on the bid documents, failing which the bid be rejected.

12. Bid Validity

The required validity of the “Bid offer” is for a period of not less than six (6) months from the last date for submission of the bid.

13. Subletting or Assigning of Contract

The bidder is not allowed to sublet, assign, transfer, or otherwise sub contract the work, without obtaining prior written consent of HLL.

14. Timeline of Bidding Process

The time-line of bidding process is stated below:

Event	Date
Date of publishing the NIP	21/11/2015
Due date for submission of bids	11/12/2015
Opening of Technical Bid	11/12/2015
Opening of Financial Bid	17/12/2015

15. Confidentiality

The Bidder and their personnel shall not disclose any propriety or confidential information relating to the proposal to anyone without the prior written consent of HLL.

16. Limitation of Liabilities

HLL shall in no way be responsible for any liabilities arising out of the Bidder's contractual obligation with their personnel, experts, engineers, sub-contractors, licensors, collaborators, vendors, subsidiaries or any persons.

17. Force Majeure

Any delay or failure in the preparation of DPR by the Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this assignment, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Seller or its suppliers, that prevent Seller from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations.

18. Conditions on Termination of contract

HLL shall have right to terminate this contract in part or in full under any of the following circumstances:-

- a) When the Bidder fails to deliver the project within the stipulated date and time.
- b) When the consultant has been found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair practices.
- c) In the event of non-performance / or unsatisfactory performance by the Bidder
- d) When both parties mutually agree to terminate the contract.
- e) Any special circumstances, which must be recorded to justify the cancellation or termination of the contract.

In the event of such termination, the Bidder shall reimburse to HLL the consideration paid till then by HLL to the Bidder.

19. Legal jurisdiction

The matter relating to any dispute or difference arising out of this Notice inviting Proposal and subsequent contract awarded based on the Notice inviting Proposal, if any, shall be subject to the Competent Court of Law within Thiruvananthapuram.

Proposal to prepare Detailed Project Report

(This should be furnished on the letterhead of the applicant)

To

Director (Finance)
HLL Lifecare Ltd.
Regd. Office: HLL Bhavan
Mahilamandiram Road, Poojappura
Thiruvananthapuram – 695 012, India
Phone: 0120 – 4071605; 0471 – 2358273

Dear Sir,

We hereby submit our proposal together with information and documents mentioned in the Notice Inviting Proposal [NIP] published by HLL on 21st November 2015 for preparation of Detailed Project Report for promoting a joint venture company in the State of Gujarat, which will engage in providing quality Healthcare Services and Products at affordable rates.

The name and position of person who may be contacted for further information, if required, is as follows:

Name :
Designation:
Address :

Phone:
e-mail:

We declare that the statements made and information provided in the duly completed application are completed, true and correct in every detail.

Date: _____ (Authorised Representative of Bidder)
Place:

Bidder's Identification Data

I IN CASE OF PARTNERSHIP

- i) Name of partners
- ii) Reference of partnerships registration
- iii) Date of establishment of Firm
- iv) Copies of partnership deed, if any
- v) Name of Registered Company with Reg. No.

II. IN CASE OF LIMITED LIABILITY PARTNERSHIP

- i) Name of Designated partners
- ii) Date of establishment of Firm
- iii) Certified Copies of LLP agreement
- iv) Certificate of LLP Incorporation

III. IN CASE OF COMPANY LIMITED BY SHARES

- i) Amount of paid-up capital
- ii) Name of Directors
- iii) Date of Registration of company
- iv) Certified copies of Memorandum and Articles of Association of Company.

Signature of authorized

Representative of Bidder

Form II

Details of Similar assignment/study completed during past three years

Sl. No.	Brief description of work/study	Fees	Value of work/study	Scheduled Completion Time in Months	Actual Completion Time in Months	Date/ Year of Completion	Full Postal Address of the Client & name of Officer – in charge with Phone No.
1	2	3	4	5	6	7	8

Signature of Authorized
Representative of Bidder

Note : Attach separate sheet if necessary
Completion Certificate from Clients to be attached.

Details of Current Assignments in Hand

S. No.	Full Postal Address of Client & name of Officer – in charge with Phone No.	Brief description of work/study Undertaken by the Bidder	Fees	Value of work/study	Date of commencement	Scheduled Completion Time as on date	Percentage completion as on date	Expected date of completion	Present status of the project
1	2	3	4	5	6	7	8	9	10

Certified that the above information is correct.

Signature of Authorised representative

Note : Attach separate sheet, if necessary

Note : Letter of award/certificate issued by the client is to be attached.

FINANCIAL BID

Sl. No.	Description	Consultancy Charges (INR) in both numerical and words
1.	All inclusive charges for scope of services of the Consultant in accordance with Section _____	
2.	Service tax as applicable	
	Total Consultancy Charges	

Signature of Authorized
Representative of Bidder