

Amendment to Tender -04

Sub: Tender for Engagement of Project Facilitator (for providing comprehensive support for project commencement, implementation & completion) for Health & Wellness Centre Project at Haryana – Amendment/Addendum issued - Tender extended – Reg.

Ref: IFB NO: HLL/AFT-CMO/P&S/HR-PROJECT/PF/2018-19 Dt. 23.07.2018

Tender Due date extension

Sl No	Original Tender Details	Amended Tender Details
1.	Bid Submission Closing Date 06/08/2018 at 14.00 hrs Bid Opening Date 06/08/2018 at 15.00 hrs	Bid Submission Closing Date 21/08/2018 at 14.00 hrs Bid Opening Date 21/08/2018 at 15.00 hrs

Following amendments issued:-

Tender Clause No.	Instead of	Read as
SECTION II – Instruction to Bidders 3) Eligibility Criteria a)	The firm should have its office and having registration at Haryana/ Chandigarh /Punjab /Delhi.	For consortium, the partners should have its office and having registration at Haryana/ Chandigarh /Punjab /Delhi. Other than consortium, the firm should have its office and having registration at Haryana/ Chandigarh /Punjab /Delhi.
c)	No Individual or Proprietor /Association/Joint Venture/ Consortium/Trust are allowed to submit the bids.	No Individual or Proprietor /Association/Joint Venture/ Trust are allowed to submit the bids but Consortium partners are eligible to participate in the tender. Consortium with minimum two partners are allowed.
e)	Annual turnover of the firm(s) for the last three financial years shall duly audited by a Chartered Accountant. The turnover per year should not be less than Rs.20Crores.	For consortium, partners the Annual turnover for the last three financial years shall duly audited by a Chartered Accountant. The average turnover should not be less than Rs. 20 Crore for either one of the consortium partner. Other than consortium, the Annual turnover of the firm(s) for the last three financial years should be duly audited by a Chartered Accountant. The average turnover should not be less than Rs.30 Crore.
d)	The bidders should have executed the contracts valuing a total of Rs.10 crore in the last 3 years and out of which contracts valuing Rs. 5 cores shall be from/with any Govt. Institution/ Govt Hospitals/ Govt. Organization in the State of	For the consortium, either any one of the consortium partners should have executed the contracts valuing a total of Rs.10 Crore in the last 3 years and out of which contracts valuing Rs. 5 Core shall be from/with any Govt. Institution/ Govt Hospitals/Govt. Organization in the State of Haryana only. The proof of orders or completion certificate shall be submitted along with the bid.

Tender Clause No.	Instead of	Read as
	Haryana only. The proof of orders or completion certificate shall be submitted along with the bid.	For other than consortium, The bidders should have executed the contracts valuing a total of Rs.10 Crore in the last 3 years and out of which contracts valuing Rs. 5 Crore shall be from/with any Govt. Institution/ Govt Hospitals/Govt. Organization in the State of Haryana only. The proof of orders or completion certificate shall be submitted along with the bid.

Following addendum issued:-

Tender Clause No.	Description
SECTION II – Instruction to Bidders 5) Submission of Offer 5.1) technical bid n)	If consortium, then the other partner shall submit firm registration, GST registration, Annual turnover, documents showing experience, It statement, profit & loss for last 3 years, balance sheet for last 3 years. The lead partner shall furnish all the documents stipulated in the tender. Fulfilment of all the terms and conditions of the contract shall be the responsibility of the Lead partner
O)	The following documents shall be attested by the Gazetted Officer. 1) Quality system certificates. 2) Technical and organizational capability 3) Proforma for Performance Statement – Annexure V 4) Experience certificates/ Completion certificates/ Order copies/ Invoices etc. 5) Consortium Agreement in Rs. 20 Non Judicial Stamp Paper
Annexure X	Consortium Agreement (In Rs. 20 Stamp non Judicial Stamp paper)

All other terms and conditions in the original tender remain unchanged.

Dt. 18-08-2018

Joint General Manager (Materials)

Annexure X

**CONSORTIUM AGREEMENT
(In Rs. 20 non judicial stamp paper)**

This Consortium agreement (hereinafter referred as "Agreement") is entered on this the ___ day of _____, 2018 by and between;

M/s _____ having its Registered Office at _____ (hereinafter referred as "Lead Partner"), which the expression shall unless otherwise include all its successors, and permitted assigns) and represented by Mr. _____, in the capacity of _____ of the FIRST PART

AND

M/s _____ having its Registered Office at _____ (hereinafter referred as "Second Partner"), which the expression shall unless otherwise include all its successors, and permitted assigns) and represented by Mr. _____, in the capacity of _____ of the other partner PART

For the purpose of this Agreement both the "Lead Partner" as well as "Second Partner" are collectively called "Partners" and individually called "Partner".

Whereas –

- a. HLL Lifecare Ltd has floated a tender vide Tender No: **HLL/AFT-CMO/P&S/HR-PROJECT/PF/2018-19**, Dated 23.07.2018 for engaging **Project Facilitator** for providing comprehensive support & facilitating to commence, implement & complete the project "Setting up of Health Wellness Centres" in the State of Haryana on turnkey basis..
- b. As per the Tender document, bids are to be submitted by any Consortium which will be considered; provided such bids fulfil all the specific requirements in that regard.
- c. Now the Parties to this Agreement decided to form a Consortium to participate in the Tender .
- d. AND WHEREAS the bid is being submitted based on the consortium agreement being these presents and the bid with its bid forms and submission documents in

accordance with the requirement of tender document conditions and requirements have been signed by all the partners and submitted to HLL.

NOW THIS AGREEMENT WITNESSTH HEREIN AS FOLLOWS

1. That the Parties to this Consortium do hereby agree to participate in the Tender in the name and style of “(**Lead Partner company name**—Other **partner company name**” (hereinafter referred as “Consortium”).
2. **Scope:** Purpose of this Agreement is to participate and submit the bid documents against the Tender floated by HLL and in case of award, provide the tendered services listed below as against each partner.

a) Responsibility

i) Coordinate with HLL and the hospitals for conducting GAP Analysis.

HLL has undertaken the project for upgradation of PHCs & SCs into Health Wellness Centres in the State of Haryana on turnkey basis under phased manner. The tentative centres are 388 approx. The Project Facilitator shall co-ordinate with the concerned hospitals for conducting GAP analysis by HLL. All permissions/statutory approvals/written communications from the hospitals shall be obtained by the Project Facilitator for HLL for conducting the GAP analysis smoothly.

ii) Technical assistance in preparation of project proposal.

On completion of GAP Analysis, the Project Facilitator shall facilitate in preparing the project proposal with technical inputs viz existing floor plan, proposed floor plan, design improvisation, schedule of work etc.

iii) Arranging permits and clearance from the respective authorities required to commence the work. Arranging necessary documents and expedite the works for signing the supplementary MoU in phased manner.

Project Facilitator shall have frequent follow ups to expedite the works for signing the supplementary MoU. The necessary related documents like DPR, GAP Analysis report shall be arranged in co-ordination with HLL & hospital for signing the supplementary MoU.

iv) Arranging the project sites from the hospitals for commencing the project.

On signing the MoU (HLL &NHM, Haryana), the Project Facilitator shall have to prepare the site for commencing the works. The site preparation shall include the Following. Arrange and take over the site from the hospital.

Necessary documents to be prepared and get it approved from the hospitals authorities.

v) Arrange for Material movements within the hospital for taking over the project, if required at site.

For taking over the site and commencing the works at site, if material movement/material relocation/ material re-arrangement required, that shall be done by the Project Facilitator.

vi) Facilitate the project implementation.

Project Facilitator shall co-ordinate with HLL and HLL authorized contractors/agencies for implementation of the project. For smooth implementation of projects, Project Facilitator shall be present till the completion of project. The liabilities of Project Facilitator is to facilitate for implementation and not liable for any works/purchase which will incur additional expenses. Project Facilitator shall have the responsibility of completing the project as per the time period provided.

vii) Collecting completion certificate from the hospitals and submit to HLL.

On completion of projects at each site, the Project Facilitator shall collect the completion certificate on HLL's behalf and handover to HLL's Regional Manager (North-P&S)/ Business Manager (P&S)/ Deputy General Manager (Mktg). Any expenses towards preparing &collecting the completion certificate shall be within the scope of the Project Facilitator. The completion certificate format will be provided by HLL.

viii) Assisting in Payment collection from the NHM to HLL.

Project Facilitator shall arrange necessary documents in co-ordination with HLL for payment process and shall facilitate HLL to collect payment from NHM. If any clarifications is needed by NHM, the Project Facilitator shall be in a position to clarify as per the NHM need.

The team deputed by the Project Facilitator shall be prepared to travel extensively throughout the project period or over the period, if required. Any expenses incurred towards boarding, lodging, travel, stationeries, Manpower etc shall be within the scope of the Project Facilitator.

b) Reporting

A report shall be generated every fortnightly and the Status shall be updated to HLL's Regional Manager / Business Manager / Deputy General Manager (Mktg). The report format is specified in the Annexure.

c) Project Presentation

As and when required by HLL/HLL's customer i.e. NHM, the Project Facilitator shall have to prepare the presentation on detailing the project on all aspects. The presentation will be approved by HLL.

3. **Tenure:** This Agreement shall be valid till the date of either rejection of the Bid submitted by this Consortium against the Tender floated by the HLL or till the expiry of the Contract entered between the Consortium and HLL in case of award of the Tender to this Consortium.
4. In consideration of the bid submission by us to HLL, and if our bid is accepted and contract is awarded by HLL to the Consortium, we the partners to the Consortium, hereby agree that M/s _____ shall act as the Lead Partner for self, and for and on behalf of the other partners and further declare and confirm that **(Lead partner company name)** shall be solely bound to HLL for execution of the contract in accordance with the contract terms and shall perform all contractual obligations including technical guarantees. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the Consortium.

The Lead Partner shall be solely responsible for Management of all the works to be undertaken under the tender and it shall be the nodal point for HLL for queries, purchase orders, services and payments. Notwithstanding the Lead Partner's liability in terms of this Agreement, each Party shall be fully responsible, liable and accountable for all financial transactions under this Agreement and each Party shall pay its own taxes and make other statutory and mandatory payments / taxes / duties. The Parties herein further undertake to ensure that all applicable legal regulations are observed, appropriate records are kept of all financial transactions and appropriate documentation, including, but not limited to contracts, orders and confirmations, receipts and invoices, time sheets of staff and payroll calculations are retained for all matters pertaining to this Agreement.

5. In case of any breach of the said Contract by any of the partners of the Consortium, all the partners hereby agree to be fully responsible for the successful execution/ performance of the Contract in accordance with the terms of the Contract.
6. Further, if HLL suffers any loss or damage on account of any breach of the Contract or any shortfall in the completed work meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Lead Partner undertakes to promptly make good such loss or damage caused to HLL, on HLL's demand without any demure. HLL shall have the right to proceed against **(Lead Partner company name)**
7. The financial liability of the partners to this Consortium Agreement, to HLL with respect to any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the partner.
8. It is expressly understood and agreed between the partners to this agreement that the responsibilities and obligations of each of the partners shall be as delineated in this agreement. It is further agreed by the partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the partners under the Contract.

9. Obligations of the other partner

- a. That, the Other Partners ensures the services above in this agreement.
- b. That, the Other Partners ensures the timely commencement, implementation and completion of the project.
- c. That, the Other Partners agrees to provide necessary technical support, engagement of manpower etc.

10. This Consortium Agreement shall be governed, construed and interpreted in accordance with Laws of India. Courts of Thiruvananthapuram shall have exclusive jurisdiction in all matters arising there under.

11. In case of award of contract, we the partners to this Consortium Agreement do hereby agree that we shall furnish the contract performance guarantee (if any) in favour of the HLL from a bank acceptable/ approved by the HLL for a value as stipulated in the Contract Award.

12. It is further agreed that this Consortium Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective on the date first above mentioned for all purposes and intents.

IN WITNESS WHEREOF, the partners to this Consortium agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and seal of their respective companies on the day, month and year first abovementioned.

For M/s. _____

For M/s _____

Authorized Signatory

Authorized Signatory

Witnesses:

1.