

Notice Inviting Tender (NIT)

For

Appointing Business Associate for the Medical Diagnostic Project in ASSAM

No:HLL/CHO/HCS/ML/2017/03 Dt:25-08-2017

Corporate and Regd. Office:
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695 012
Kerala, India.
Ph: 0471-2354949

August 2017

Notice Inviting Tender

For

Appointing Business Associate for the Medical Diagnostic Project at ASSAM

NIT No : HLL/CHO/HCS/ML/2017/03 Dt:25-08-2017

TENDER PUBLISHING DATE : 25-08-2017

LAST DATE AND TIME FOR
RECEIPT OF BID : 15.09.2017, 15.00 HRS

TIME AND DATE OF OPENING
OF THE TECHNICAL BID : 15.09.2017, 16.00 HRS

PLACE OF OPENING OF
TECHNICAL BID : HLL LIFECARE LIMITED
HLL BHAVAN,
POOJAPPURA
TRIVANDRUM, KERALA- 695012
PHONE NO – 0471 2354949

ADDRESS FOR
COMMUNICATION : SENIOR VICE PRESIDENT
HCS
HLL LIFECARE LIMITED
HLL BHAVAN,
POOJAPPURA
TRIVANDRUM, KERALA- 695012
PHONE NO – 0471 2354949

EMAIL ID : hindlabs@lifecarehll.com

**HLL LIFECARE LTD
(A GOVT. OF INDIA ENTERPRISE)**

NOTICE INVITING TENDER

M/s. HLL Lifecare Ltd invites Tender (two bid system) invited from reputed, qualified and experienced bidders for Appointing as Business Associate for the Medical Diagnostic Project at ASSAM.

The Tender is having two parts- Technical Bid and Financial Bid. The interested parties may send their sealed offers meeting eligibility criteria/ commercial & price quotations in two separate envelopes duly marked, placing the same in a single bigger envelope. Price Tenders/Quotations will be opened only when the firm /company fulfills the eligibility and commercial conditions.

Tenderers can download the tender enquiry documents from the web site www.lifecarehll.com and submit their tenders by utilizing the downloaded document.

In the event of any of the above-mentioned dates being declared as a holiday in the organisation, the tenders will be received/opened on the next working day at the appointed venue & time.

Language of Bid/Contract

The language of the Bid shall be in English and all correspondence in this regard shall be in English language.

1. INTRODUCTION

HLL Lifecare Limited (HLL), is a Government of India “Mini Ratna” Public Sector Enterprise, under the Ministry of Health and Family Welfare, Government of India. Over the years, HLL has grown to serve many new areas in the field of health care in India in addition to manufacturing of contraceptives, and medical products.

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 healthcare solutions provider, HLL had diversified into hospital products and healthcare services, while nurturing its core business of providing quality contraceptives.

Healthcare Services Division

The Healthcare Service Division (HCS) of HLL is setting up and operating High-end path lab facilities and imaging centres across the country partnering with various State Governments and Central Government Institutions. The purpose of this division is to make available the high end path lab diagnostic facilities and imaging facilities to poor and needy patients at a much affordable rates. At present, HCS division of HLL has its presence in seven States.

Our first centre in association with CGHS started functioning since February 2008 in New Delhi. Presently HLL operates 4 Medical Laboratories with High end equipment and installed four 1.5 Tesla MRI scanners in 4 Government Medical colleges in Kerala. The Healthcare Services Division (HCS) of HLL is planning to set up Diagnostic Services in various States across India. Already HLL is providing the services for National Health Mission (NHM)-Maharashtra in their free diagnostic initiatives.

NHM-Assam also has selected HLL as their service provider for the free medical laboratory diagnostic initiatives. For this particular project, HLL is in the lookout of appointing a Business Associate at Assam.

The contract validity will be for Five years from the date of signing of contract and the rate quoted in the Financial bid shall remain valid and unrevised for the duration of the contract.

2. ABOUT NHM-ASSAM FREE DIAGNOSTIC PROJECT

As the service provider, HLL, has to set up minimum 28 Labs across Assam. These Laboratory Centres (Hub) need to be set up in 28 locations for which the Govt will provide space at the newly constructed diagnostic centres. HLL will set up the facilities at its own cost. Depending on the terrain of Assam and the distances of these healthcare facilities with the Laboratory locations, in future HLL may set up few more labs.

NHM-Assam has categorized the sample locations into three types namely District Hospitals, Community Health Centres and Primary Health centres. Accordingly HLL will be paid with three different rates. The three categories have further sub classifications like SDCH, FRU, BPHC, etc. At present the numbers of service locations are as follows:

Type of Institution	No. of Facilities from sample collections are required
DH	28
SDCH	14
CHC	151
PHC	1014
Total	1207

If the State H&FW department proposes to add more facilities during the contract period, then that also need to be covered by the logistic as well as the sample collection partners.

The present average prescription for laboratory investigation from each category of healthcare facilities is as follows- DH-30, CHC-8 & PHC-3.

HLL shall get an amount of Rs:320/- from NHM for the samples from one patient per day referred from DH and 70% of the above amount from CHC samples and 40% of the amount from PHC samples.

HLL shall collect samples once daily from PHC, CHC and twice daily from DH. In case of any emergency, as per demand, HLL shall collect the samples as and when required (on call basis sample collection) from the DH category of healthcare facility.

NHM-Assam has listed out the tests for which they will send the patients from these categories of Healthcare Facilities. As the service provider, HLL, has to collect the samples and to transport the samples to the laboratory locations for carrying out the investigations and to provide the results to the concerned facilities as per the specified Turn Around Time (TAT). For Normal cases, the TAT for all the investigations shall be 24 hours and during emergency the TAT shall be 3 hours.

Being the service provider, HLL, has to submit the invoices on monthly basis for the cashless services provided by HLL and after scrutiny NHM-Assam shall release the payment to HLL, subject to the condition specified by NHM-Assam. If there is

any delay in releasing the results as per the TAT, the payment shall be deducted. So the logistic management of the samples are important and proper coordination is essential to complete the investigation and to provide the results.

3. GENERAL SCOPE :

- Allocation of Space for Phlebotomy: Co-ordinate with the authorities of individual Healthcare Facility for providing proper space for the Phlebotomy / Sample Collection and to keep the minimum essential consumables at collection site.
- Use of Equipment available at the Health Facility: Co-ordinate with the authorities of individual Healthcare Facility for the phlebotomist to perform the pre-analytical work with the help of Refrigerator, Centrifuge, Water-bath etc. available at the Healthcare facility.
- Reports: Organise the release of test reports in the form of hardcopy to the individual healthcare facility.
- Liaison: Since there is no assured sample volume for this project, the service provider has to Liaison with the District Surgeon, Medical Superintendent, Matron, RMO and other doctors to ensure that all the referred patients are being directed to HLL's Sample Collection facility established in the respective healthcare unit.
- Invoices & Payment Collection: Coordinating with individual HLL Labs for raising the monthly Invoices with all supporting documents and ensure payment collection.

- Verification and Vetting of the Invoices: Ensure timely submission of these Invoices and documents at the Joint Director of Health Services Office/ any other Government authorities as directed by HLL for verification and subsequently for Payments.
- Payments Time period: Ensure payments to HLL within 45 days of the submission of the Invoices.

4. ELIGIBILITY/ QUALIFICATION CRITERIA:

Bidders shall enclose as part of its Bid, relevant details and documents establishing its eligibility and qualification to perform the contract. Following are the eligibility criteria.

Minimum Eligibility Criteria

a.	The bidder should have satisfactorily completed/executed liaisoning /similar services or consultancy with at least one State government or any of the departments of Central government /Government agencies/Quasi-Government Institutes or with PSUs or with Corporates /Private firms during last three years. The bidder shall provide documentary proof for the same
b.	The bidder should have capabilities to provide the same services in the North-Eastern States of India
c.	The Bidder should have minimum 2 offices at different districts of Assam
d.	The Bidder should have PAN card

e.	GST registration certificate
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Format for Submitting Eligibility Criteria

1.1 Years of Experience	
1.2 Proven and demonstrable experience in executing similar services in the last 3 years	Details of each project to be attached by the Bidder.
PAN Card Details	
GST Registration Certificate Details	

5. SELECTION PROCESS (Evaluation of Bid):

The Business Associate shall be selected through a competitive bidding process. The bidding process shall be carried out in two stages:

Technical Evaluation

- The Technical Bids received as per the scheduled time and date, will be opened as per the details of NIT, in the presence of Bidders or their authorized Representatives present on the opening day.

- The Technical Evaluation Committee (TEC) of HLL will screen the EOI based on the Minimum Eligibility Criteria. The firms that fulfil Minimum Eligibility Criteria will only be technically shortlisted.

Financial Evaluation

- HLL will open the Financial Bid (Envelope-B), on the notified date and time in the presence of Bidders or their authorized representatives present on the day
- The financial bids of the bidder company / consortia qualifying the technical evaluation only will be opened.
- The financial bids of the bidders failing to qualify the technical evaluation will be returned unopened.
- Financial quote to be submitted by the bidders in their letter head.
- Financial offer shall be based on % of revenue share required for the services offered by the Business Associates.
- The bidder who is offering the lowest percentage of revenue share shall be selected as the L1 party

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

6. Earnest Money Deposit (EMD)

- An amount of Rs. 2,00,000/- (Rupees Two Lakhs only) as Earnest Money Deposit (EMD) in the form of Banker's Cheque/Bank Draft in favour of HLL Lifecare Ltd, payable at Thiruvananthapuram from any Nationalised bank is required to be submitted along with the bi Tenders without EMD will be summarily rejected. EMD of unsuccessful tenderer will be returned, without any interest, immediately after finalization of the Tender.
- It may be noted that no tendering entity is exempt from deposit of EMD.
- The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract (after one month from finalization of the tender).
- The Earnest Money Deposit of the successful tenderer shall be converted into Security Deposit, which shall not bear any interest.
- EMD of a bidder may be forfeited without prejudice to other rights of the HLL, 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.
- Bidder shall not revoke his Bid or vary its terms and conditions without the consent of HLL during the validity period of the Bid. If the bidder revokes the bid or varies its terms or conditions, the Earnest Money deposited by it shall stand forfeited to HLL.

In addition to the aforesaid grounds, the successful bidders' EMD will also be forfeited without prejudice to other rights of HLL, if it fails to furnish the required performance security within the specified period.

7. MODE OF SUBMISSION OF BID

Documents in electronic form will not be accepted. The bidders may submit the hard copy of the bid documents within the stipulated time.

This Tender is a two-bid system –Commercial/Technical Tender and Price Tender. The interested parties may send their sealed offers meeting Eligibility criteria/ commercial & price quotations in two separate envelopes duly marked, placing the same in a single bigger envelop.

Envelope-A: - The Eligibility Criteria and commercial tender (Unpriced tender) should have all documents without price quotations but including the EMD. This envelope shall be superscribed “ENVELOPE 1 – TECHNICAL BID”.

Envelope-B: - Price Quotations/Price Tenders are to be submitted in the recommended format only (As per Annexure-A), failing which the tender will be liable for rejection. Envelope No. 2 shall be superscribed ‘Financial Bid’ .The Price Bid must be submitted on bidder’s letter head under the seal and signature of the authorized person.

Both the envelopes should be put in a bigger envelope and sealed properly and the tender No. and due date for opening should be mentioned on all the envelopes. Also it should be superscribed with “EOI for Empanelling Business Associate for the Medical Diagnostic Project at ASSAM” and marked as NIT No:HLL/CHO/HCS/ML/2017/03 Dt:25-08-2017 due for opening on 15-09-2017”.

(1) Documents Submitted in the Technical bid :

- Signed copy of Tender Document (all pages of Bid documents to be **signed & stamped**) by the Bidder as token of acceptance of the Terms & Conditions.
- The EMD shall be submitted as mentioned in the tender document.
- Duly filled and signed bid form as per the format given in Annexure-1
- Copy of GST registration certificate
- Power of attorney duly notarized of constituted attorney to sign the bid document
- Copy of PAN Card / Exemption certificate from Income Tax Department
- A detail of Bidder’s firm including number of staff, turnover and years in business etc.
- Brief about relevant similar past projects handled and past experience there on.
- ITRs for last three years duly certified by Chartered Accountant.
- Certificate of incorporation / Memorandum & Articles of Association

- Copies of documents in proof of eligibility
- Confirmation regarding furnishing Performance Security in case of award of contract.
- Duly filled Annexures-1

(2) Financial Bid:

- The fees to the business associate for their services will be shared from HLL's revenue collection from this project.
- The bidder is expected to work out his rates, keeping in view the scope of services and then arrive at the amount to be quoted. The Bidder shall be deemed to have satisfied himself before Bidding as to the correctness and sufficiency of Bid and of the rates and prices quoted in the attached schedules, which rates and prices shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper fulfilling of his obligations under the contract.
- The figure shall indicate the percentage of revenue share that the bidder is quoting for his services. Any taxes including GST liable to be paid over and above the revenue share shall be paid by the bidder.
- Prices shall be quoted in the prescribed format enclosed at "ANNEXURE-A".
- The bidder shall quote percentage of revenue share to the business

associate in both figures and words.

- The rates quoted by the bidder will be deemed to have included all costs and no additional cost would be payable by HLL.

8. Terms & Conditions

a. General Instructions to Bidders

- Prospective Bidders may seek any clarification by mail on or before 5.00 PM on 02-09-2017
- Bidders shall ensure that their tenders are complete in all respects and are received at the office of **Senior Vice President, Healthcare Service Division, HLL Lifecare Ltd, HLL Bhavan, Poojappura, Trivandrum – 695 012** on or before the closing date and time as indicated in the Notice Inviting Tender, failing which the tenders will be treated as late and rejected.
- Bids received after the due date may not be considered
- Bidders who are participating have to do all the mentioned scope of services in the tender.
- At any time, prior to the date of submission of Bids, HLL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify tender documents by amendments.

- The amendments shall be notified in the website of HLL only and these amendments will be binding on the bidder
- In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, HLL may, at its discretion, extend the deadline for submission of the bid suitably.
- Conditional offers are liable for rejection.
- The Bidders should give clause by clause compliance of Notice of Tender with references to supporting documents; otherwise the offers are liable for rejection.
- The Bidder to indemnify HLL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer/third parties.
- While the tender 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.
- Bidders are requested to keep the information and details strictly confidential. We are looking for your support and co-operation in getting fully responsive tenders.

- HLL shall not be responsible for any expense incurred by bidders in connection with the preparation and delivery of their Tender and other expenses.
- Offers should be valid for 180 days from the date of opening of tenders for acceptance by HLL.
- HLL reserves the right to reject any or all the Tenders without assigning any reason thereof.
- The process of inviting Tender Notice 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.
- 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.
- Any additions/amendments to this Tender Notice shall be uploaded in HLL's website www.lifecarehll.com
- HLL reserves the right to extend due date of tender opening without assigning any reason.
- In the event of unsatisfactory performance and failure to perform the obligations as per agreed terms or breach of any or all terms, HLL shall terminate the contract without giving notice and assigning any reason thereof and in that case the Security Deposit Deposited by the tenderer shall be forfeited.
- All notices and communications shall be sent to the authorized representatives identified by the bidder for the purpose.

- Interested parties qualifying the above conditions may submit their bids in sealed envelopes as explained in the NIT to the following address along with relevant documents.

Senior Vice President
Heath Care Services (HCS)
Registered & Corporate Head Office
HLL Lifecare Limited
HLL Bhavan, Poojappura
Thiruvananthapuram – 695012
Ph: 0471-2354949
Website: www.lifecarehll.com

b. Performance Security

- The successful bidder shall furnish a performance security in the form of a Demand Draft/Bank Guarantee for an amount of Rs: 15, 00,000 (Rupees Fifteen Lakhs only) issued by a Nationalized Bank in favour of HLL. The Bank guarantee shall remain valid for a period, which is three months beyond the date of expiry of the contract.
- Performance Security shall be submitted within 30 days of receiving of Notice for Award of Contract, failing which the EMD may be forfeited and the contract may be cancelled.
- If the Bidder violates any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by HLL and the contract shall also be cancelled.

- HLL will release the Performance Security without any interest to the firm / contractor within 90 days after the successful completion of contract/ contractual obligations.

c. Validity of BID:

The offers will be valid for 180 days from the date of opening of the tender. If any tenderer refuses/withdraws tender during validity period then EMD shall be forfeited without any notice.

d. Ethical Standard:

Bidders are expected to observe the highest standard of ethics during the execution of this Contract. In pursuit of this policy, HLL will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

e. Award of Contract:

- Successful bidder must sign the agreement with HLL in duplicate with the Bid Documents on a stamp paper of proper value within 2 weeks from the date of Notification of Award.
- It shall be incumbent on the successful Bidder to pay stamp duty, legal and statutory charges for the Agreement, as applicable on the date of the execution.

- Contract 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.

f. Termination of Contract

- It shall also be lawful for HLL to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor sixty [60] days' notice in writing by HLL for such termination. Any such termination shall be without prejudice to any other right of HLL under the Contract.
- If the Successful bidder decides to terminate the Contract before the end of contract period, the bidder shall give an advance notice of at least 6 months.
- If the Successful bidder terminates the contract/Agreement without prior notice of 6 months, then the entire Performance Security shall be forfeited to HLL.

g. Payment Terms

Payments will be regulated as per the terms and conditions between HLL and the business associate and will be detailed in the contract/agreement. Payments shall be released after making the income tax deduction at source (TDS) at the applicable rates.

h. Arbitration:

- If a dispute or difference of any kind between HLL Lifecare Ltd and the selected Business Associate arises in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual discussions.
- 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 Business Associate may give notice to the other party of its intention to commence arbitration, as hereinafter provided.
- The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the event of Arbitration, the dispute or difference shall be referred to a Sole Arbitrator to be appointed by HLL Lifecare Limited. The venue of Arbitration shall be Thiruvananthapuram. The language of the arbitration proceedings shall be in English. The award passed by the Sole Arbitrator shall be final and binding on the parties.

ANNEXURE-1
BID FORM

Date _____

To

Senior Vice President (HCS)
HLL Lifecare Limited
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695 012
Kerala, India.

Ref. Your EOI. HLL/CHO/HCS/ML/2017/03 Dt:25-08-2017

We, the undersigned have examined the above-mentioned Notice of Tender , including amendment/corrigendum No. _____ , dated _____ (if any), the receipt of which is hereby confirmed. We now offer _____ (Description of goods and services) in conformity with your above referred document attached herewith and made part of this tender.

All the documents submitted by us are valid and self-attested.

If our offer is accepted, we undertake to perform the services as mentioned above, in accordance with the delivery schedule as specified.

We further confirm that, if our offer is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of this Notice of Tender.

We also accordingly confirm to abide by this Notice of Tender to the aforesaid period and this offer may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Notice of Tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We confirm that we do not stand deregistered/banned/ blacklisted by any statutory authorities as per govt. rules/procedures. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendment/ corrigendum if any. We shall ensure compliance of all Government regulations / conventions /policies/ guidelines / orders etc. enforce related to any or all of the business activities undertaken.

We shall indemnify HLL Lifecare Limited against any claim/ third party litigation regarding work executed.

(Signature with date)

(Name and designation) Duly authorized to sign tender for and on behalf of

Annexure-A

Price Bid Format

Date _____

To

Senior Vice President (HCS)
HLL Lifecare Limited
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695 012
Kerala, India.

Ref:- Your Notice of Tender- HLL/CHO/HCS/ML/2017/03 Dt:25-08-2017

Sub: - Tender for appointment of Business Associate for the Medical Diagnostic Project in ASSAM

Dear Sir,

With reference to your invitation for bids for the above subject, we hereby submit our most competitive quote of Percentage of revenue share as follows.-

Price Quote in Percentage of Revenue share towards the Fees for the Business Associate		
Name & Address of the Bidder	Quoted Percentage of Revenue in Figure**	Quoted Percentage of Revenue in Words

***This will be inclusive of all taxes.*

I/ We confirm that I/We have read and fully understood the terms and conditions of the tender and abide by the same. We also confirm that the above rates will remain firm and fixed throughout the contract period.

Signature of the Authorized Signatory :

Name :

Place :

Date :

Company Seal