

BID DOCUMENT FOR ENGAGEMENT OF PROJECT FACILITATOR

**(FOR PROVIDING COMPREHENSIVE SUPPORT FOR PROJECT COMMENCEMENT,
IMPLEMENTATION & COMPLETION)**

IFB No.HLL/AFT-CMO/P&S/HR-PROJECT/PF/2018-19



HLL LIFECARE LIMITED

(A Govt. of India Enterprise)

Akkulam Factory, Sreekariyam P.O

Thiruvananthapuram - 17

Kerala, India

Phone +91 471 244 5930, Fax +91 471 244 5935

Email: :hcdemo@lifecarehll.com

Web: www.lifecarehll.com

23rd JULY2018

HLL LIFECARE LIMITED
(A GOVT. OF INDIA ENTERPRISE)
AKKULAM FACTORY, SREEKARIAM P.O.
THIRUVANANTHAPURAM – 17
KERALA, INDIA

HLL/AFT-CMO/P&S/HR-PROJECT/PF/2018-19

Dt. 23.07.2018

SECTION – I**NOTICE INVITING TENDERS**

HLL Lifecare Limited hereby invites sealed bids under Two-Bid system from eligible and competent firm for providing comprehensive support for the commencement, implementation & completion of project undertaken in the State of Haryana.

SI No	Description of work	Tender Fee	EMD amount
A	Project Facilitator Providing comprehensive support & facilitating to commence, implement & complete the project “Setting up of Health Wellness Centres” in the State of Haryana on turnkey basis.	Rs. 5,000/-	Rs. 5,00,000

Tender Documents will be issued from the Office of the Joint General Manager (Materials), HLL Lifecare Limited, Akkulam Factory, Sreekariam PO, Thiruvananthapuram – 17 from **23.07.2018 to 06.08.2018** on all working days between 11.00 AM and 4.00 PM, on payment of non-refundable fee of Rs. 5000.00 (Rupees Five Thousand only) (Including tax. The tender may also be downloaded from our web site www.lifecarehll.com and the tender cost shall be submitted along with the tender in the form of Demand Draft taken in favour of HLL Lifecare Limited payable at Thiruvananthapuram. Failing to submit the tender document fee, the bid is liable to be rejected. SSI/MSME units interested in availing exemption from payment of Tender Fee & EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC or Udyog Aadhar

Last date and time of receipt of Tender

: - 06.08.2018 at 14.00 PM.

Date and time of opening of Tender

: - 06.08.2018 at 15.00 PM.

Joint General Manager (Materials)

SCHEDULE FOR SUBMISSION OF APPLICATION

EVENT	DATE
Starting date of sale of documents	23.07.2018
Last date of sale of documents	06.08.2018
Last date and time for submission of completed Tender	06.08.2018 at 14.00 PM
Date and time for Opening of Technical Bid	06.08.2018 at 15.00 PM

The completed Tender should be submitted before the due date and time of submission at the following address.

Joint General Manager (Materials),
HLL Lifecare Limited,
Akkulam Factory, Sreekariam PO,
Thiruvananthapuram – 17.
Phone +91 471 244 5930, Fax +91 471 244 5935
Email: hcdcmo@lifecarehll.com

SECTION I

NOTICE INVITING TENDER (NIT)

1) Brief Description of the Project

HLL Lifecare Limited (HLL) is a **Government of India Enterprise under the Ministry of Health and Family Welfare**. . HLL commenced its journey to serve the Nation in the area of Health Care, on March 1, 1966 for the production of male contraceptive sheaths for the National Family Planning Programme. The company commenced its commercial operations on April 5, 1969 at Peroorkada in Thiruvananthapuram, Kerala.

HLL has grown into a multi-product, multi-location company specializing in manufacturing and marketing of wide range of contraceptives, hospital products, pharmaceutical products and provide healthcare solutions.

A company aimed at realizing the government's family planning programme, HLL Lifecare Limited started as a manufacturer of natural rubber latex condoms. The foundation paved the way for a big dream that was in a nascent stage, aimed at changing the lives of a number of people. And as HLL metamorphosed into a nation's brand, the dream grew by leaps and bounds. The company spread its wings to diversify into a healthcare major, with great emphasis over healthcare services. As the company successfully completes 50 years of consistent quality performance, HLL is entrusted with greater responsibilities – the affordable pharmacy network across the nation, healthcare services outlets, vaccine security of the nation, the medical devices park and much more. It's no wonder that, at HLL, work is really about 'innovating for healthy generations', each day.

HLL has independent business divisions offering various products and services to different segments. HICARE division of HLL markets a wide range of hospital products and equipments. Projects and Services segment of HiCARE division views the customer requirements not in a compartmentalized approach but in a holistic platform. We have adopted the philosophy of "providing solutions" beyond just supplying products.

The segment mainly concentrates on setting up/renovation/up gradation/re modeling of Blood Storage Centers, Blood Banks, Blood Component Separation Units, Neonatal Intensive Care Units, New Born Care Corner, New Born Stabilization Unit, Special Care Newborn Units, IVF Labs (In-vitro Fertility), Trauma care centers, Burn care centers, Modular Operation Theatres, Operation Theatres, ICUs, NICU's, Viral Lab, Labor Room, District Early Intervention Centre (DEIC), Burn ICU, Dialysis unit, BMT Unit(Bone Marrow Transplant Unit), Procurement and supply of Medical/Non Medical Equipments, NRC etc. on a TURNKEY basis.

HLL Lifecare Limited wishes to appoint competent Project Facilitator for the setting up of Health Wellness Centre at Haryana on turnkey basis. The nature of services to be provided by the Consultant will include, but will not be limited to, Coordinate with HLL and the hospitals for conducting GAP Analysis, Facilitate in preparation of project proposal with technical inputs, Follow up with the customer along with HLL and expedite the works for Signing MoU, Arranging hindrance free sites from the hospitals for commencing the project, Arranging project implementation, Collecting completion certificate from the hospitals and submit to HLL and Payment collection from the customer to HLL.

The Project Facilitator will be required to provide sufficient technically qualified and experienced staff for providing the required level of service.

2) TENDERDETAILS

Approximate cost of the project	Rs. 4000 Lakhs
Earnest Money Deposit	Rs. 5.00 Lakhs
Cost of Tender form (Non-refundable)	Tenders can be downloaded from HLL website www.lifecarehll.com free of cost.
Last date & time of submission of Tender	14.00 hrs IST on 06.08.2018
Date & Time of opening of technical Bid	15.00 hrs IST on 06.08.2018

3) POINTS TO BENOTED

Tenderers shall submit a Power of Attorney authorizing the signatory (ies) of the tender to commit the tender. The authorized signatory of the Tenderer shall sign each page of tender. Cancellation or creation of a document such as Power of Attorney, Partnership deed, constitution of firm etc., which may have bearing on the Tender / Contract, shall be communicated forthwith in writing by the Tenderer to HLL.

4) TENDERDOCUMENTS

The offers /bids will be received in TWO PARTS – a) Technical Bid and b) Financial Bid in two separate sealed envelopes. The two separate envelopes shall be placed in an outer envelope addressed to Joint General Manager (Mtls), HLL Lifecare Limited., Akkulam Factory, Sreekariyam PO Trivandrum– 695 017, duly super scribing on top “Offer for providing Comprehensive facilitation Services for Project implementation and Completion”, on or before the last date and time for submission. The envelope should also bear the name and address of the Tenderer.

The firm(s) must include in their Technical Bid the following information in the format given in the Terms of Reference:

- a) The general and overall experience of the firm including the number of years of operations, in undertaking projects, planning, implementation, facilitation services, supervision of similar works as detailed in the “Scope of work” mentioned in this tender. The bidder must have minimum 5 years experience in undertaking projects, planning, implementation, facilitation services, supervision of similar works as detailed in the “Scope of work” mentioned in this tender.
- b) Annual turnover of the firm(s) for the last three years duly audited by a Chartered Accountant. The gross turnover per year should not be less than Rs. 20 crores.
- c) Nature, cost, area, employer, location and specific services for works presently at hand and likely date of completion.
- d) Summary of professional employees and Key personnel indicating the nature of specialization, qualifications and experience considering requirements.

5) TENDEREVALUATION

The Technical Bids will be evaluated based on the eligibility criteria and responsiveness to the tender requirements. The Financial Bids of firm(s) who fulfill the technical tender requirements alone will be opened for further evaluation. HLL Lifecare Limited reserves the right to reject any or all of the offers without assigning any reason.

The successful bidder shall be required to execute a Contract Agreement within ten days of issue of Letter of Acceptance, failing which the Earnest Money shall be forfeited and the offer cancelled.

The Terms of Reference and Conditions of Contract (Bid Document) can be downloaded from HLL website www.lifecarehll.com.

The Offers /bids must be delivered to the address below on or before 14.00 hrs of 06.08.2018. The envelope should be duly super scribed as “Offer for providing Comprehensive facilitation Services for Project implementation and Completion” along with EMD in the form of a Bank **Draft for Rs.5,00,000 in favor of HLL Lifecare Limited payable at Thiruvananthapuram**. The Earnest Money Deposit of Rs.5,00,000 shall be refunded in case of firm(s) whose offers/bids are not accepted.

Further information if any, may be obtained from the address and telephone no. given below:

Joint General Manager (Materials)
HLL Lifecare Limited
(A Govt. of India Enterprise)
Akkulam Factory, Sreekariyam PO.
Thiruvananthapuram – 17, Kerala, India
Phone +91 471 244 5930, Fax +91 471 244 5935
Email: [:hcdcmo@lifecarehll.com](mailto:hcdcmo@lifecarehll.com)
Web: www.lifecarehll.com

SECTION II

INSTRUCTION FOR BIDDERS (IFB)

1) BRIEF DESCRIPTION OF PROJECT

HLL Lifecare Limited wishes to engage competent Project Facilitator for the Project for upgradation of PHCs & SCs into 388Health Wellness Centre at Haryana on turnkey basis. The nature of services to be provided by the Project Facilitator will include, but will not be limited to, Coordinate with HLL and the hospitals for conducting GAP Analysis, Facilitate in preparation of Detailed Project Proposal with technical inputs, Follow up with the customer along with HLL and arrange necessary documents to expedite the works for Signing MoU, Arranging hindrance free sites from the hospitals for commencing the project, Material movement/relocate the materials/re-arrange the materials at the project site, Arranging project implementation plan & co-ordination, Collecting completion certificates from the hospitals & submit to HLL and Payment collection from the customer to HLL.

The Project Facilitator will be required to provide sufficient technically qualified and experienced staff for providing the required level of service.

2) SCOPE OFWORK

The services to be provided by the Project Facilitator shall inter alia include the following:

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 the permissions/statutory approvals/written communications from the hospitals shall be obtained by the Project Facilitator to 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 MoU. The necessary related documents like DPR, GAP Analysis report shall be arranged in co-ordination with HLL & hospital for signing 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 be in the form of:-

- 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 the NHM. If any clarifications is needed by the 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) ELIGIBILITY 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

- a) The bidder should be registered as a single firm (i.e) as a Partnership firm or Limited Liability Partnership or a Company
- b) 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.
- d) The firm should be in the business of construction for a minimum period of Five years as on the last date of submission of bid.
- 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.
- f) 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 Haryana only. The proof of orders or completion certificate shall be submitted along with the bid.
- g) The Bidder should have PAN card
- h) GST registration certificate

4) TERMS & CONDITIONS

a. General Instructions to Bidders

- aa. Prospective Bidders may seek any clarification by mail on or before 5.00 PM on 03.08.2018
- bb. Bidders shall ensure that their tenders are complete in all respects and are received at the office of Joint General Manager (Materials), HLL Lifecare Limited, Akkulam Factory, Sreekariam PO, Thiruvananthapuram – 17. Phone +91 471 244 5930, Fax +91 471 244 5935 Email: hcdcmo@lifecarehll.com 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.
 - I. Bids received after the due date may not be considered
 - II. Bidders who are participating have to do all the mentioned scope of services in the tender.
 - III. 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.
 - IV. The amendments shall be notified in the website (www.lifecarehll.com) of HLL only and these amendments will be binding on the bidder
 - V. In order to afford prospective bidders a reasonable time to take the amendment in to account in preparing their bids, HLL may, at its discretion, extend the deadline for submission of the bid suitably.
 - VI. Conditional offers are liable for rejection.
 - VII. The Bidders should give clause by clause compliance of Notice of Tender with references to supporting documents; otherwise the offers are liable for rejection.
 - VIII. The Bidder to indemnify HLL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the NHM/third parties.
 - IX. 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.
 - X. 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.
 - XI. HLL shall not be responsible for any expense incurred by bidders in connection with the preparation and delivery of their Tender and other expenses.
 - XII. Offers should be valid for 1 year from the date of opening of tenders for acceptance by HLL.
 - XIII. HLL reserves the right to reject any or all the Tenders without assigning any reason thereof.

- XIV. 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.
- XV. HLL reserves the right to extend due date of tender opening without assigning any reason.
- XVI. 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 Performance guarantee deposited by the tenderer shall be forfeited.
- XVII. All notices and communications shall be sent to the authorized representatives identified by the bidder for the purpose.
- XVIII. 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.

Joint General Manager
HLL Lifecare Limited
(A Govt. of India Enterprise)
Akkulam Factory, Sreekariyam PO.
Thiruvananthapuram – 17, Kerala, India
Phone +91 471 244 5930, Fax +91 471 244 5935
Email: [:hcdcmo@lifecarehll.com](mailto:hcdcmo@lifecarehll.com)
Web: www.lifecarehll.com

b. Performance Security

- I. The successful bidder's EMD will be converted as Performance security / performance guarantee. Those who furnished EMD in the form of Bank Guarantee shall be extended further for a period of One year, from the date of Letter of acceptance/notification of award, within 15 days.
- II. Performance guarantee shall be submitted within 3 days of receiving of Letter of Acceptance failing which the EMD may be forfeited and the contract may be cancelled.
- III. If the Bidder violates any of the terms and conditions of contract, the Performance Guarantee shall be liable for forfeiture, wholly or partly, as decided by HLL and the contract shall also be cancelled.
- IV. HLL will release the Performance Guarantee without any interest to the firm / contractor within 90 days after the successful completion of contract/ contractual obligations.

5) SUBMISSION OF OFFER.

The intending Project Facilitator shall submit their Offer in two parts, the Technical Bid and the Financial Bid.

5.1 Technical Bid

The technical bid, clearly labeled as “**TECHNICAL BID**”, shall consist of following information /details for eligibility criteria of bidders.

- a. Covering letter for the Bid.
- b. Earnest Money Deposit in the form of a Demand Draft for Rs.5,00,000 in a separate sealed envelope duly marked “Earnest Money Deposit”.
- c. Income tax returns for the last three years
- d. Notarized Power of Attorney (in favour of the Authorized Signatory of the Bidder) to submit the Bid,
- e. Relevant Experience certificates for the projects undertaken

- f. Annual turnover of the firm(s) for the last three financial years duly audited by a Chartered Accountant.
- g. The Bidder should validate the data provided as above using suitable documentary evidence such as client certificates, audited balance sheets, annual reports etc clearly giving the reference to the evidence in front of the relevant portion.
- h. Copies of documents in proof of eligibility
- i. Confirmation regarding furnishing Performance Security in case of award of contract.
- j. Copy of GST registration certificate
- k. Copy of PAN Card
- l. Certificate of incorporation / Memorandum & Articles of Association
- m. Technical and organizational capability
 - i. Number of staffs (excluding support staff) proposed for this project.

In addition to above, following information shall also be furnished in Part-I of technical bid:

- (a) An organization chart with assignment of each key staff member (identified by name), duration & timing together with clear description of the responsibilities of each key staff member within the overall work program.
- (b) The name, background and professional experience of each key staff member to be assigned to the project, with particular reference to his experience of a nature similar to that of the proposed assignment. The majority of the key staff shall be regular members of the firm for at least six months.

5.2 Financial bid

The financial proposal should be separately completed and submitted in a separate sealed envelope. The final prices shall be entered in the prescribed price bid format only These prices should include all costs associated with the contract. The rates quoted by the bidder will be deemed to have included all costs and no additional cost would be payable by HLL.

6) PRICE EVALUATION

- i. The estimated cost provided in the tender document is the tentative and may vary as per the requirement of the NHM/Hospital authorities. The bidder shall quote their rates based on the estimated cost provided in the tender document and also the % of rate shall be indicated specifically for each schedule of work. The price evaluation will be calculated based on the % quoted by the bidder. However the bidder shall quote for the amount and % as per the PRICE SCHEDULE.

7) EARNEST MONEY DEPOSIT (EMD)

- a. An amount of Rs. 5,00,000/- (Rupees Five Lakhs only) as Earnest Money Deposit (EMD) in the form of Bank Draft in favour of HLL Lifecare Ltd, payable at Thiruvananthapuram from any Nationalised bank is required to be submitted along with the bids. Tenders without EMD will be summarily rejected. EMD of unsuccessful

tenderer will be returned, without any interest, immediately after finalization of the Tender.

- b. 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).
- c. The Earnest Money Deposit of the successful tenderer shall be converted into Security Deposit, which shall not bear any interest.
- d. 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.
- e. 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.

8) MODIFICATION AND WITHDRAWAL OF BIDS

- a) The bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification or withdrawal is received by HH prior to the deadline prescribed for submission of bids.
- b) The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB .A withdrawal notice may also be sent by e-mail, but followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.
- c) No bid may be modified subsequent to the deadline for submission of bids.
- d) No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the Bid Document.

9) AWARD OF CONTRACT

9.1) AWARD CRITERIA

Subject to meeting the Eligibility Criteria stipulated in clause 3 above, HLL will award, the Contract to the Project Facilitator, who's Offer has been determined to be substantially responsive, complete and in accordance with the Bid documents, and who's Price has been determined to be the lowest.

10.2) HLL'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

HLL reserves the right to accept or reject any offer, and to annul the tender process and reject all offers, at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for HLL' rejection..

10.3) NOTIFICATION OF AWARD

Prior to the expiry of the period of offer validity prescribed by HLL, HLL will notify the

successful Bidder by Tele-fax or e-mail, to be confirmed in writing by registered post/ by courier, that his offer has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall specify the fees which HLL will pay to the Consultant in consideration of the services to be provided for the works by the Consultant as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The Letter of Acceptance will be send to the successful bidder. No correspondence will be entertained by HLL from the unsuccessful Bidders.

The Letter of Acceptance shall constitute a part of the contract.

10.4) VALIDITY OF BID:

The offers will be valid fordays 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.

10.5) 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

10.6) SIGNING OF AGREEMENT

The successful bidder shall execute and submit the Agreement within 10 days from the date of issue of the Letter of Acceptance. One copy of the Agreement duly signed by HLL and the Project Facilitator through their authorized signatories will be submitted by HLL to

11) PAYMENT TERMS

The payment will be made as per the following stages .

S NO	Description	Payment in % of the contract value awarded
1	Advance payment against submission of advance Bank Guarantee for the equivalent value (10% on estimated project value – Phase wise)	10%
2	On approval of Project by NHM / Hospital authority (GAP Analysis & submission of DPR) (25% on approved project value – Site wise)	25%
3	On implementation and completion of the Project (30% on approved project value – Site wise)	30%
4	On collecting completion certificate from the end users (15% on approved project value – Site wise)	15%
5	On receipt of 100% payment from the NHM (20% on final invoice value – Site wise)	20%

- a) The fees shall be **inclusive** of applicable GST for the Project Facilitator service during the course of the various stages of the contract and other relevant miscellaneous expenses.

- b) The above fees mentioned shall be deemed to be inclusive of fees payable by the Project Facilitator to his any other sub- consultant and associates, needed to accomplish the job and nothing extra, whatsoever, shall be payable by HLL.

12) PAYMENT SCHEDULE:-

The payment will be released in phase wise basis and installments as per Clause 11 above. Payments to the Project Facilitator shall be "on account" and shall be adjusted against the final bill.

13) TIME SCHEDULE

The day of commencement of project will be reckoned from the date of acceptance of offer. The following is the table indicating the Completion timelines of various activities as indicated.

S No	Activity	Description of work	Timeline for completion (from the date of acceptance of offer by Project Facilitator.)
1	Executing GAP Analysis	Coordinate with HLL and the hospitals for conducting GAP Analysis	10 days
2	Preparation & Submission of DPR	Technical assistance in preparation of Detailed Project Proposal	5 days
3	Commencement, implementation & Completion of Project	Arranging permits and clearance from the respective bodies required to commence the work. Arranging necessary documents and expedite the works for signing the supplementary MoU in phased manner.	15 days
		Arranging the project sites from the hospitals for commencing the project	15 days
		Assist to implement the project as per the schedule provided by HLL	
		Collecting completion certificate from the hospitals and submit to HLL	15 days
4	On receipt of 100% payment from the Customer	Assisting in Payment collection from the NHM to HLL.	30 days

On release of letter of acceptance/order from HLL, the intimation for commencement of work on every stage will be given by the Business Manager (P&S) either through email/fax/letter to the Project Facilitator.

Note: The above completion period is tentative and the actual completion period for each phase & each stage will be mentioned in the LOA/Order.

14) PENALTY CLAUSE

If the Project Facilitator fails to perform the services at any stage within the time frame(s) incorporated in the document, HLL shall, without prejudice to other rights and remedies available to HLL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per day of delay or part thereof on delayed services until actual performance subject to a maximum of 10% of the contract price or actual liability of HLL due to delayed services of the Project Facilitator, whichever is higher. Once the maximum is reached HLL may consider termination of the contract.

15) TERMINATION

- a) HLL without prejudice to any other contractual rights and remedies available to it (HLL, shall by written notice of default sent to the Project Facilitator, terminate the contract in whole or in part, if the Project Facilitator fails to deliver any or all of the services or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by HLL.
- b) In the event HLL terminates the contract in whole or in part, HLL may arrange services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Project Facilitator shall be liable to HLL for the extra expenditure, if any, incurred by HLL for arranging such Services.
- c) Unless otherwise instructed by HLL, the Project Facilitator shall continue to perform the contract to the extent not terminated.
- d) 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.
- e) If the Successful bidder terminates the contract/Agreement without prior notice of 6 months, then the entire Performance Security shall be forfeited to HLL.

16) TERMINATION FOR INSOLVENCY

If the Project Facilitator becomes bankrupt or otherwise insolvent, HLL reserves the right to terminate the contract at any time, by serving written notice to Project Facilitator without any compensation, whatsoever, to the Project Facilitator, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to HLL

17) FORCE MAJEURE

- a) Notwithstanding the provisions, the Project Facilitator shall not be liable for imposition of any such sanction so long the delay and/or failure of the Project Facilitator in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- b) For purposes of this clause, Force Majeure means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which is not fore bidder enable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of HLL either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- c) If a Force Majeure situation arises, the Project Facilitator shall promptly notify HLL in writing of such conditions and the cause thereof within two days of occurrence of such

event. Unless otherwise directed by HLL in writing, the Project Facilitator shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- d) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract
- e) In case due to a Force Majeure event HLL is unable to fulfil its contractual commitment and responsibility HLL will notify the Project Facilitator accordingly and subsequent actions shall be taken on similar lines described in above sub-paragraphs.
- f) However such termination will not affect the obligations which have accrued and / or will accrue thereafter to the parties.

18) TERMINATION FOR CONVENIENCE

- a) HLL reserves the right to terminate the contract, in whole or in part for its (convenience, by serving written notice on the Project Facilitator at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of HLL. The notice shall also indicate inter alia, the extent to which the Project Facilitator's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- b) The services which are complete and ready in terms of the contract for delivery and performance within thirty days after the Project Facilitator's receipt of the notice of termination shall be accepted by HLL following the contract terms, conditions and prices. For the remaining services, HLL may decide:
 - i. To get any portion of the balance services at the contract terms, conditions and prices; and / or
 - ii. To cancel the remaining portion of the services and compensate the Project Facilitator by paying an agreed amount for the cost incurred by the Project Facilitator towards the remaining portion of the services.

19) GOVERNING LANGUAGE

The contract shall be written in English language only. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

20) NOTICES

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

21) RESOLUTION OF DISPUTES

If dispute or difference of any kind shall arise between HLL and the Project Facilitator in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

- a) If the parties fail to resolve their dispute or difference by such mutual consultations within twenty one days of its occurrence the same shall be referred by for arbitration to a sole arbitrator to be , appointed by C&MD of HLL .The arbitration proceedings shall be as per the provisions of the Arbitration & Conciliation (Amendment)Act 2015. The award passed by the arbitrator shall be final and binding on the parties to this contract. The language of the arbitration proceedings shall be in English. The seat of arbitration shall be at Haryana
- b) The arbitrator shall be requested to give reasoned award.

22) APPLICABLE LAW

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

23) GENERAL/ MISCELLANEOUS CLAUSES

- a. Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Project Facilitator on the one side and HLL on the other side, a relationship of master and servant or principal and agent.
- b. Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- c. The Project Facilitator shall notify HLL of any material change would impact on performance of its obligations under this Contract.
- d. The Project Facilitator shall at all times, indemnify and keep indemnified HLL against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.
- e. The Project Facilitator shall, at all times, indemnify and keep indemnified HLL against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- f. All claims regarding indemnity shall survive the termination or expiry of the contract.

**Annexure I
FORM OF BID**

(ON THE LETTER HEAD OF THE COMPANY)

Note :i. The Appendix forms part of the Bid

ii. Bidders are required to fill up all the blank spaces in this form of Tender and Appendix.

NAME OF WORK : _____

To
Joint General Manager (Mtls)
HLL Lifecare Limited
Akkulam Factory, Sreekariyam PO,
Thiruvananthapuram – 695 017, Kerala, India

1. We undertake, if our Offer is accepted, to commence the works immediately on receipt of order/LOA and to complete the whole of the Works comprised in the Contract within **the Time Schedules mentioned therein** calculated from the date of issue of the Letter of Acceptance.
2. We agree to abide by this Offer for a minimum period of from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
3. We declare that the submission of this Offer confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of Employer, if it finds to the contrary, to declare our Offer to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
4. We understand that you are not bound to accept the lowest or any offer you may receive.
5. If our Offer is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

DATED THIS DAY OF 2018

SIGNATURE

NAME IN THE CAPACITY OF

DULY AUTHORIZED TO SIGN TENDERS FOR AND ON BEHALF OF

ADDRESS

WITNESS – SIGNATURE

NAME

ADDRESS

Occupation

Annexure - II
FORMAT FOR FINANCIAL BID
(ON THE LETTER HEAD OF THE COMPANY)

Date:

To

HLL Lifecare Ltd
Akkulam Factory, Sreekariyam PO,
Thiruvananthapuram – 695 017.

Sub.: Offer for providing comprehensive facilitation services as a Project Facilitator for the Health Wellness Centre at Haryana.

Dear Sir / Madam:

(i) being duly authorized to represent and act on behalf of, and having reviewed and fully understood all the requirements of bid submission provided vide the bid document dated pertaining to the above mentioned work, we hereby provide our financial proposal for providing comprehensive facilitation services as a Project Facilitator for the Health Wellness Centre at Haryana.

(ii)

SI.No.	Description of work	Basic amount / %		GST %	GST Amt in Rs.	Total Amt in Rs.
		Basic Amt in Rs.	Amt in % of the estimated cost			
1	Coordinate with HLL and the hospitals for conducting GAP Analysis.					
2	Technical assistance in preparation of project proposal.					
3	Arranging permits and clearance from the respective bodies required to commence the work. Arranging necessary documents and expedite the works for signing the supplementary MoU in phased manner.					
4	Arranging the project sites from the hospitals for commencing the project					

SI.No.	Description of work	Basic amount / %		GST %	GST Amt in Rs.	Total Amt in Rs.
		Basic Amt in Rs.	Amt in % of the estimated cost			
5	Material movements within the hospital for taking over the project at site					
6	Facilitate the project implementation					
7	Collecting completion certificate from the hospitals and submit to HLL.					
8	Assisting in Payment collection from the customer to HLL					
	Total					

(Rupees _____)

(II) we confirm that the above indicated fees are inclusive of all applicable GST, are inclusive of professional fees, air-fare expenses, lodging expenses, boarding expenses, local conveyance expenses, printing charges for drawings, reports, etc. that shall be incurred by us during all the stages mentioned in the scope of the work. The GST % shall be indicated.

(III) The bidder shall quote the rates based on the estimated amount as in tender document..

(IV) We confirm that we shall not claim any extra charges over the above-quoted professional fees.

We agree to bind by this offer if we are selected as Project Facilitator consultant for this project. for and on behalf of _____ :

signature _____ :

name of the person _____ :

designation _____ :

instructions:

1. no conditions should be attached.
2. in case of difference between the words and figures, words would prevail.

(should be given in a sealed envelope).

Annexure -III
GENERAL INFORMATION

(ON THE LETTER HEAD OF THE COMPANY)

Notes:

(i) Attach an attested photocopy of Certificate of Registration.

1. Name of the firm:

2. Legal Status of the Firm: Individual/Association/Joint Venture/Consortium

3. Registered Address, telephone, Tele-fax.

.....

.....

.....

4. Contact Person, Designation and address including email id

.....

.....

5. Number of years in the Business

Annexure-IV
PROFORMA FOR DETAILS OF THE TENDERER

(ON THE LETTER HEAD OF THE COMPANY)

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

DATE OF OPENING :

NAME OF THE BIDDER :

1. Name & Full address of the BIDDER:

.....

.....

1	PAN No		
2	ECC Code :		
3	IEC if applicable :		
4	CST No		
5	TIN No		
6	Any other details		
7	Phone No.	Office No	
		Mobile No.	
8	Email Id :		

3. Location of the manufacturing factory/show room :

4. Whether Goods are tested to any standard specification: YES / NO
 If "YES", copies of specifications & original test certificates should be submitted.

PLACE:

NAME AND SIGNATURE OF THE TENDERER

DATE:

(WITH OFFICE SEAL)

Annexure -V

PROFORMA FOR PERFORMANCE STATEMENT

(for a period of last 3 years)

(ON THE LETTER HEAD OF THE COMPANY)

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

Order Received from (Name & Address of Purchaser)	Description Of ordered item	Quantity	Whether attached performance certificate received from the purchaser along with the tender

PLACE:

NAME AND SIGNATURE OF THE TENDERER

DATE:

(WITH OFFICE SEAL)

Annexure -VI

HLL LIFECARE LIMITED

Akkulam Factory

THIRUVANANTHAPURAM-695017

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

(ON THE LETTER HEAD OF THE COMPANY)

INDEMINITY CLAUSE

If the Project Facilitator fails to execute the work/services within the time prescribed for the services or violates or infringes the existing rates as agreed to as mentioned in the LOA, the Project Facilitator shall and will indemnify HLL against all losses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by HLL by reason for not providing services within the time specified in the LOA. HLL will initiate legal action if the Project Facilitator fails to execute the service order as per the schedule in the LOA for the actual loss suffered. Responsiveness of the Bid shall be at the discretion of HLL.

The Project Facilitator shall have no right to change the works/period stipulated in the LOA.
Bid pronounced Non Responsive by HLL shall be summarily rejected.
The decision of HLL will be final and no correspondence on this shall be entertained.
We have read and understood the above conditions and agree to abide by the same.

PLACE:

NAME AND SIGNATURE OF THE TENDERER

DATE:

(WITH OFFICE SEAL)

Annexure -VII

HLL LIFECARE LIMITED
Akkulam Factory
THIRUVANANTHAPURAM-695017

(ON THE LETTER HEAD OF THE COMPANY)

DECLARATION

I/WE, The Bidder undertake, we shall execute, within the purview of the contract, all the activities as mentioned in the tender **IFB NO: HLL/AFT-CMO/P&S/HR-PROJECT/PF/2018-19, Dt. 23.07.2018** for providing comprehensive support as Project Facilitator for upgradation of PHCs & SCs into 388 Health Wellness Centres in the State of Haryana on turnkey basis.

We confirm having read and understood all the specifications, instructions, forms, terms and conditions and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

SEAL OF THE TENDERER

SIGNATURE

NAME AND ADDRESS OF TENDERER

Annexure - VIII
PROFORMA 'A' I

(ON THE LETTER HEAD OF THE COMPANY)

Name & Address of
Tenderer :

Whether Manufacturer
or agent :

Financial Data 14-15 15-16 16-17 Average annual

turn over for last 3 years

Annual Turn over

Gross Profit/Loss

Whether attached the relevant
Pages of Balance sheet and
Profit and Loss A/c duly certified
By Chartered Accountant

Signature and stamp of Chartered Accountant

Signature of Tenderer with stamp

Annexure -IX

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY / ADVANCE SECURITY

To

HLL Lifecare Limited,
Akkulam Factory, Sreekariam PO,
Thiruvananthapuram – 17.
Phone +91 471 244 5930, Fax +91 471 244 5935
Email: hcdcmo@lifecarehll.com

WHEREAS _____ (Name and address of the Project Facilitator(Hereinafter called “the Project Facilitator) has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Project Facilitator shall furnish you with a bank guarantee by a nationalised bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Project Facilitator such a bank guarantee;
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Project Facilitator, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Project Facilitator to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Project Facilitator before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Project Facilitator shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 36 (thirty Six) months from the date of Letter of acceptance /Notification of Award i.e up to ----- (indicate date)

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
.....
Seal, name & address of the Bank and address of the Branch

CHECK LIST

Sl. No.	Documents	Page No.	Remarks
1	Tender Fee in the form of DD drawn in favor of HLL Lifecare Limited, Payable at Thiruvananthapuram		
2	EMD in the form of DD drawn in favor of HLL Lifecare Limited, Payable at Thiruvananthapuram		
3	Duly attested copy of GST registration certificate		
4	Duly attested copy of document to prove the legal status, place of registration and principal place of business of the undertaking		
5	Duly attested copies of quality system certifications		
6	Copy of Balance sheet for the last 3 financial years, duly certified by a chartered accountant		
7	Copy of Profit & Loss Account for last 3 financial years certified by chartered accountant		
8	Annual turnover statement for last 3 years certified by the Auditor		
9	Technical and organizational capability		
10	Form of bid – Annexure I		
11	General Information – Annexure III		
12	Proforma for Details of the tender – Annexure IV		
13	Proforma for Performance Statement – Annexure V		
14	Indemnity Clause – Annexure VI		
15	Declaration – Annexure VIII		
16	Proforma ‘A’ I – Annexure VIII		
17	The letter of authorization indicated by written power-of-attorney		
18	Documentary evidence of constitution of firm such as Memorandum of Articles, Partnership Deed, etc., with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor		