

NOTICE INVITING EXPRESSION OF INTEREST
FOR
STRATEGIC ALLIANCE/PARTNERS FOR SETTING UP
LIFECARE CENTRES (RETAIL OUTLET FOR MEDICINE-
IMPLANTS-OPTICALS-CONSUMABLES ETC) AND FOR
OPERATION AND MAINTENANCE OF MEDICAL DIAGNOSTIC
FACILITIES IN ANDHRA PRADESH

EOI No. HLL/HCS/2013/101 DT. 16-08-2013

HLL LIFECARE LIMITED
#32/1/1,3rd FLOOR
KUVEMBU COFFE BOARD LAYOUT
KEMPAPURA,BANGALORE 560024
PH NO – 080-23626201
Mail Id- hcs@lifecarehll.com
Website- www.lifecarehll.com

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Notice Inviting Expression of Interest

For

**Strategic Alliance/Partners For Setting Up Lifecare Centres (Retail Outlet For
Medicine-Implants-Opticals-Consumables Etc) And For Operation And
Maintenance Of Medical Diagnostic Facilities In Andhra Pradesh**

EOI No : HLL/HCS/2013/101 Dt. 16-08-2013

DATE OF COMMENCEMENT
OF SALE OF BIDDING
DOCUMENT : 16.08.2013, 10.00 HRS

LAST DATE AND TIME FOR
RECEIPT OF BIDS : 31.08.2013, 15.00 HRS

TIME AND DATE OF OPENING
OF TECHNICAL BIDS : 31.08.2013, 16.00 HRS

PLACE OF OPENING OF BIDS : HLL LIFECARE LIMITED
#32/1/1,3rd FLOOR
KUVEMBU COFFE BOARD LAYOUT
KEMPAPURA,BANGALORE-560024
PH NO - 080-23626201

ADDRESS FOR
COMMUNICATION : SVP & GROUP HEAD
(HEALTHCARE SERVICES DIVISION)
: HLL LIFECARE LIMITED
#32/1/1,3rd FLOOR
KUVEMBU COFFE BOARD LAYOUT
KEMPAPURA,BANGALORE 560024
PH NO - 080-23626201
E-mail: hcs@lifecarehll.com

The bid documents are non-transferable.

HLL/HCS/2013/101 DT. 16-08-2013

HLL LIFECARE LTD
(A GOVT. OF INDIA ENTERPRISE)

INVITATION TO EXPRESSION OF INTEREST (EOI)

M/s. HLL Lifecare Ltd invites EOI for Strategic Alliance/Partners For Setting Up Lifecare Centres (Retail Outlet For Medicine-Implants-Opticals-Consumables Etc) And For Operation And Maintenance Of Medical Diagnostic Facilities In Andhra Pradesh

1. COMPANY BACKGROUND

HLL LIFECARE LIMITED (HLL) is a ‘MiniRatna’ PSU under the Ministry of Health & Family Welfare, Govt. of India is also involved in the sale of Generic Pharmaceutical Products through its company owned and operated Pharmacies. We have production facilities at Peroorkada – Trivandrum - Kerala, Akkulam – Trivandrum - Kerala, Kanagala – Belgaum - Karnataka, Kakkanad – Cochin - Kerala, Manesar – Gurgaon - Haryana, Indore – Madhya Pradesh, Gajwel – Medak – Andhra Pradesh, Procurement & consultancy office at Noida and marketing offices around the country. 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 services division of HLL started the retail outlet of Medicine-surgical implants- consumables& optical lenses and frames under the name of Lifecare Centre at various states in the country.

The Healthcare Services Division of HLL provides Diagnostic Services (Path lab and Imaging) and retail outlet in pharma and surgical implants to partner institutions in a PPP model. Our first centre in association with CGHS started in February 2008 in New Delhi. We have installed three 1.5 Tesla MRI scanners in 3 government Medical colleges in Kerala and all three are operated by us in partnership with Government of Kerala.

The Healthcare services division is inviting EOI from eligible applicants for setting up Lifecare Centres (LCC) which will be a retail outlet of Medicine, surgicals ,Opticals and consumables & for operation and maintenance of Medical Diagnostic Facilities in various parts of Andhra Pradesh. The EOI consist of **Two** bid system.

- Technical Bid
- Financial Bid

The contract validity will be for Five years from the date of signing of Contract.

2. GENERAL SCOPE:

The scope of work is as under:

1. To set up retail outlet (LCC) of Generic Drugs, Branded Drugs, Life Saving Drugs, Medical implants and Surgical implants, Opticals, Consumables etc. Cost of medicines dispensed through the pharmacy outlet will be based on HLL price list.
2. Diagnostic Labs which can facilitate routine and specialized lab tests, including all the basic Pathological tests, Haematology tests, Biochemistry tests and Microbiology tests. Cost of tests will be based on HLL price list.
3. Diagnostic Imaging centers shall facilitate high end diagnostic Imaging. Cost of imaging will be based on HLL price list.
4. The above centres are to be set-up in various locations in Andhra Pradesh.
5. The quality standards of these centres should follow strict compliances to suit specific requirements as prescribed by HLL.
6. The office software for operating these centres will be provided by HLL to bring a Standardized Operating System with similar centres of HLL across India.

3. BID DATA SHEET:

Address For Communication And Subsequent Correspondence	SVP & GROUP HEAD (Healthcare Services Division) HLL LIFECARE LIMITED Kuvembu Coffee Board Layout Kempapura, Bangalore 560024 Ph No - 080-23626201 E-Mail: hcs@lifecarehll.Com Website – www.lifecarehll.Com
Bid Validity	60 Months from the date of opening of the EOI
No. Of Copies	No. of copies: 1 original + 1 copy
Last Date For Submission Of Technical Bid	Date:31/08/2013, Time: 15:00 Hrs.
Date, Time And Place Of Opening Of Technical Bids	31.08.2013 at 16:00 hours <u>Venue</u> HLL LIFECARE LTD. Kuvembu Coffee Board Layout Kempapura, Bangalore 560024 Ph No - 080-23626201

Bidder may submit sealed EOI consisting of Technical bid along with all the relevant documents and requisite formats and Annexure – I to IV as prescribed in this EOI, so as to reach HLL Lifecare Limited, Bangalore by the closing date i.e. Date:**31/08/2013**, Time: 15:00 Hrs. The technical bids will be opened as scheduled in the presence of the bidders, who opt to be present on **31.08.2013 at 16:00 hours**.

HLL will scrutinize technical bid for compliance to the eligibility and qualification criteria as per clause 4.

After the techno-commercial evaluation based on the eligibility criteria, only the

technically qualified Bidders will be asked to submit the Financial Bids. The date, venue and other details pertaining to Financial Bid will be intimated separately.

4. ELIGIBILITY/ QUALIFICATION CRITERIA:

Bidders shall enclose as part of its Techno commercial Bid, relevant details and documents establishing its eligibility and qualification to perform the contract. Necessary documentary evidence needs to be submitted to establish that the bidder has the adequate capability to set up retail outlet for pharma-surgical-Implants-Optical, Diagnostic Labs, Diagnostic Imaging Centres at various locations or as standalone service centres across India to fulfil the requirements under this EOI. The Private / Corporate hospitals or their associate companies / Firms are not eligible to participate in the Tenders.

- Bidders having **minimum 3 years of relevant experience** of running Diagnostic Imaging business with Radiologist in their panel OR Radiologists with three years experience of working in a diagnostic centre are eligible for bidding in Medical Diagnostic set up.
Or
- Bidders shall have **minimum 3 years of relevant experience** of running Diagnostic Lab business with Pathologist/Microbiologist/ Biochemist etc in their panel are eligible for bidding in Medical Diagnostic set up.
- Bidders having sound experience (minimum 3 years) in the successful running of either retail or wholesale **pharma / device / implants** business with retail or wholesale drug license and retail chain of opticals are eligible for bidding for setting up of Lifecare Centre.
- Turnover of the EOI bidders in any 1 year of last 3 years should be more than 3 Crores and consolidated turnover for the last 3 years should be more than 6 Crores
- The bidder should have their business presence preferably in more than one state.
- The Bidder shall not have a criminal record and should not be convicted by

any court of law in India or abroad. Bidders shall give a declaration of non-conviction in the format enclosed as Annexure-II and bidders not submitting the same are liable for rejection at any stage of this tender.

5. OTHER DOCUMENTS TO BE SUBMITTED ALONG WITH 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.
- Duly filled and signed bid form as per the format given in Annexure
- Power of attorney duly notarized to sign the bid document
- Sales Tax Clearance certificate
- Drug Licence (for Lifecare Centre bidders)
- Copy of PAN Card / Exemption certificate from Income Tax Department
- Details 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 of Article
- Declaration as per Annexure IV stating that the firm is not de-registered/Banned/Blacklisted by any Government or any other Statutory Authorities

6. GENERAL INSTRUCTIONS TO BIDDERS:

- Bidders have to submit their Bid along with the required non-refundable bid fee for Rs. 5000/- (Rupees Five thousands only) in the form of DD drawn from any scheduled bank payable at Bangalore favouring HLL Lifecare Limited.

- Prospective Bidders may seek any clarification by mail on or before 12.00 Noon on 24-08-13
- Bidders shall ensure that their tenders are complete in all respects and are received at the office of **Senior Vice president & Group Head (Healthcare Services), HLL Lifecare Ltd, Bangalore** on or before the closing date and time as indicated in the Bid Data Sheet, failing which the tenders will be treated as late and rejected.
- Bidders shall submit the sealed technical bids in two separate sealed covers super scribing the covers **ORIGINAL** and **COPY**.
- Bidders may submit separate bids for
 1. Diagnostic Labs
 2. Diagnostic Imaging centers and
 3. Lifecare Centres
- The financial bid will be invited only from technically qualified bidders fulfilling the eligibility Criteria.
- Bid must accompany an **EMD of Rs. 2,00,000/- (Rupees Two Lacks only)** for Medical Diagnostic Set up and Lifecare Centres **separately** in the form of Demand Draft drawn in favour of HLL Lifecare Limited / Bank Guarantee as per the format given in Annexure III. EMD must be valid for a minimum period of six months from the date of opening of bid document. Bids without EMD will be rejected.
- For successful Bidder, EMD will be converted into Security deposit and the EMDs of unsuccessful bidders will be returned within 45 days from the date of Bid opening.
- There will not be any interest payable on EMD/ Security Deposit and the same will be returned within 45 days from the date of bid opening.
- Bidders shall ensure that their tenders are complete in all respects and received at HLL Lifecare Ltd, #32/1/1,3rd Floor,Kuvembu Coffe Board Layout, Kempapura, Bangalore – 560024 on or before the closing date and time failing which the tenders will be treated as late and rejected.

7. ETHICAL STANDARD:

Bidders are expected to observe the highest standard of ethics during the procurement and 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. For the purposes of this provision, the terms set forth below are defined as follows:

- Corrupt practice: means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- Fraudulent practice: means a misrepresentation of facts in order to influence procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive HLL of the benefits of competition.

8. COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs.

9. CLARIFICATION OF BIDDING DOCUMENTS:

- A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing to, or by e-mail: or at the purchasers mailing address indicated in the Invitation for Bids on or before 12.00 Noon on 27.08.2013. The Purchaser will respond in writing to any request for clarification of Bidding Documents.
- During the bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

10. AMENDMENT OF BIDDING DOCUMENTS:

At any time prior to the deadline for submission of bids, the purchaser may, for any reason, modify the Bidding Documents by amendment in company website only. The amendment / changes if any will be uploaded in HLL's website only and bidders have to check the web site from time to time and this will be binding to all the bidders,

11. LANGUAGE OF BID:

All correspondence and documents related to the bid shall be in English.

12. MODE OF SUBMISSION:

The envelope superscripted as “Technical Bid” Should contain:

1. Bank Draft / Banker's cheque towards Bid fees for Rs.5000/-
2. EMD of Rs. 2, 00,000/- (Two Lakh only) as per clause No.6
3. Document proving eligibility with respect to Eligibility / Qualification criteria and other relevant documents mentioned herein in Bid Documents.

The superscripted envelop be written with following details:

- Bid No. & Date of Opening
- Title of the Bid
- Name and complete address of bidder
- Total Number of Pages

The Technical bids shall be opened on 31.08.2013 at 16.00 hrs, in the presence of representatives of firm(s) who may choose to be present. Bidders who wish to be present at the time of such opening may send their duly authorized representative with authorization letter. If tender / bid opening day happens to be holiday, the next working day will be treated as tender opening day.

The tenders received after due date and time will be summarily rejected.

Late tender / telegraphic tenders & tenders over email / fax shall not be considered and no claim, whatsoever will be accepted by HLL.

13. BID VALIDITY:

The BIDS quoted should be valid for 60 months from the date of opening of the Bid.

14. MODIFICATION AND WITHDRAWAL OF BIDS:

- Bids once submitted should not be modified. However in exceptional cases where modification is inevitable, the following procedure for the same should be adopted.
- Modification will be permitted only if a written notice of the same is received by HLL prior to the deadline prescribed for bid submission.
- The Bidder's modifications shall be prepared, sealed, marked, and dispatched as follows: The Bidders shall provide an original and one copy of any modification(s) to its bid, clearly identified as such, in two inner envelopes duly marked BID MODIFICATIONS ORIGINAL and BID MODIFICATIONS COPY. The inner envelopes shall be sealed in an outer envelope. Which shall be duly marked BID.
- Bidder wishing to withdraw its bid shall notify HLL in writing prior to the Deadline prescribed for bid submission. The withdrawal notice shall be addressed to HLL at the address named in the bid data Sheet and bear the Contract name, and the words BID WITHDRAWAL NOTICE. Bid withdrawal notice received after the bid submission deadline will be ignored and the Submitted bid will be deemed to be a validly submitted bid.
- No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validly period specified.
- The purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of the Purchaser and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended, in our website.

- Purchaser will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by Telex / Fax / Telegraph will not be accepted.
- HLL Lifecare Ltd reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject the bid or cancel the tender without assigning any reason thereof.

15. OPENING OF BIDS BY HLL:

- Bids received before the dead line of the submission of the bid will be opened on the date and time of opening mentioned in the Bid Data Sheet (BDS).
- Bidders wishing to be present at the time of such opening may send their duly authorized representative with authorization letter.

16. PRELIMINARY EXAMINATION OF BIDS

- HLL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- HLL will ensure that each bid is from an eligible Bidder.
- HLL may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

17. SCRUTINY AND BID EVALUATION

The bid shall be scrutinized to determine whether they are complete and meet the Eligibility / Qualification Criteria and other essential and important requirements, conditions etc as prescribed in the Tender Enquiry documents. The tenders which do not meet the basic requirements are liable to be treated as non-responsive and will be summarily ignored.

- The following are some of the important aspects for which a tender shall be declared non-responsive:
 1. Tender along with tender form & Annexures not submitted / submitted unsigned.
 2. Copy of entire set of tender document with signature and seal is not enclosed.
 3. Tender validity is shorter than the required period.
 4. Required EMD had not been provided.
 5. Bidder has not agreed to the essential tender terms & conditions.
 6. Bidder who stand de-registered / banned / blacklisted by any government or other statutory authorities.
 7. The Bidder does not meet the qualification criteria as mentioned in Bid Document.
 8. Conditional offers not conforming to HLL's terms and conditions, descriptions / Specifications mentioned herein shall not be accepted / considered.
- The Purchaser through the above process of Tender scrutiny and Tender Evaluation will determine to its satisfaction, whether the bidder whose tender has been determined as responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.
- Those bidders whose techno commercial bids are found to be meeting eligibility / Qualification criteria and other terms and condition will be determined as Techno commercially responsive.

18. AWARD OF CONTRACT:

- Successful bidder must sign the agreement with HLL within 2 weeks from the date of Notification of Award.
- 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.

19. ARBITRATION:

All disputes and differences, whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or breach thereof shall be settled at Trivandrum, Kerala (India) in accordance with the Indian Arbitration Act-1996. The CMD of HLL or his authorized representative will be the sole Arbitrator in case of dispute. The award in pursuance thereof shall be binding on all parties. The arbitrator shall give reasoned award.

20. FORCE MAJEURE:

As per international practice, Force Majeure clause shall apply for any unforeseen circumstances covering Acts of God only, namely Strikes, Lockout, Civil Works, floods, fire etc in which cases the supplier shall inform the purchase of such happenings, with-in 15 days and either party may be free to get out of the contractual obligations without any financial implications on the either side.

21. CONFIDENTIALITY:

This contract, its provisions and existence as well as any commercial data including price or technical data and any information provided in accordance herewith to the other party shall be considered as confidential. Such information shall not be disclosed to any third party unless required by any applicable law or authorized in writing by the other party. All such information shall be used by the other party only for the performance of this contract.

The restrictions here-in-above shall not apply to any information generally available to public or received in good faith from a third party without restriction. The parties hereby agree to keep as confidential all documentation furnished or received by either party at any time in connection with this contract. This provision as far as practicable shall apply to all the concerned officers of either party. This clause shall survive upon termination of this contract.

22. OTHER CONDITIONS:

- The supplier shall not have the right to assign to any party its rights and obligations arising out of this contract in connection with it without the prior written consent of HLL Lifecare Limited.
- HLL Lifecare Limited reserves its right either to select or reject any offer without assigning any reasons.
- Party to give a declaration that they have not been blacklisted by any Government organization, as per Annexure IV and also that HLL Lifecare Limited has not suffered any losses or business reputation through them.
- If the model is found to be successful, HLL reserves the right to extend the selected bidders services and model to other states.

BID FORM

Date _____

To

**Senior Vice President & Group Head
(Healthcare Services)
HLL Lifecare Ltd.
#32/1/1, 3rd Floor
Kuvembu Coffee Board Layout
Kempapura, Bangalore - 560024**

Ref. Your EOI No. HLL/HCS/2013/101

Date: 16.08.2013

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

If our offer is accepted, we undertake to maintain the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

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 EOI.

We also accordingly confirm to abide by this EOI 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 EOI read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry. 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.

(Signature with date)

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

Annexure II

SELF-DECLARATION REGARDING NON-CONVICTION

To,

Senior Vice President (Healthcare Services)

HLL Lifecare Ltd.

#32/1/1, 3rd Floor

Kuvembu Coffee Board Layout

Kempapura, Bangalore - 560024

Dear Sir,

This is to certify that our company has not been convicted by any court of law in India or abroad and don't have a criminal record.

Date:

Place:

Signature:

Name:

Designation:

Common Seal:

Annexure-III

EMD FORM

Whereas _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) against EOI For Strategic Alliance/Partners For Setting Up Lifecare Centres (Retail Outlet For Medicine-Implants-Opticals-Consumables Etc) And For Operation And Maintenance Of Medical Diagnostic Facilities In Andhra Pradesh(hereinafter called "the Bid") .

KNOW ALL PEOPLE by these presents that WE _____ (name of bank) of _____ (Name of Country), having our registered office at _____ (address of bank) (hereinafter called "the Bank") are bound unto _____ (name of purchaser) (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are:

- If the Bidder

(a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;

or

(b) does not accept the correction of errors in accordance with Instruction to Bidders

or

- If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

(a) fails or refuses to execute the Contract Form if required;

or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand without any demur, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including days/months after the date of

Bid opening i.e, days/months after(date), and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

SELF-DECLARATION

To,

**Senior Vice President & Group Head
(Healthcare Services)**

HLL Lifecare Ltd.

#32/1/1, 3rd Floor

Kuvembu Coffee Board Layout

Kempapura, Bangalore - 560024

Dear Sir,

This is to certify that our company has not been de-registered/Banned/Blacklisted by any Government or any other Statutory Authorities

Date:

Place:

Signature:

Name:

Designation:

CommonSeal: