

HLL LIFECARE LTD

REQUEST FOR PROPOSAL

**FOR SELECTION OF CONSULTANTS FOR CONDUCTING PRE- ACQUISITION
DUE- DILIGENCE OF AN INDIAN CONDOM MANUFACTURING COMPANY**

Strategic Planning Dept., CHO Thiruvananthapuram

2014

Corporate Office: HLL Bhavan, Poojappura,
Thriuvananthapuram, Kerala – Pin 695012.

Tender Notice

Enquiry No: HLL/CHO/SP/RFP-DUE DILIGENCE-CONDOM/1/2014 Dated:
24.01.2014

HLL LIFECARE LTD [HLL] invites sealed tenders, to provide consultancy services for **CONDUCTING PRE- ACQUISITION DUE DILIGENCE OF AN INDIAN CONDOM MANUFACTURING COMPANY**, as per the scope of work described in the subsequent paragraphs.

1.	Tender No.	HLL/CHO/SP/RFP-DUE DILIGENCE-CONDOM/1/2014 Dated: 24.01.2014
2.	EMD amount	NIL
3.	Last date & time of receipt of Tender	07.02.2014, up to 1500 hours
4.	Time of opening of Tender	07.02.2014, at 1530 hours
5.	Validity of offer	120 days from date of opening.

SVP (SP & CQA)
HLL LIFECARE LTD.

TABLE OF CONTENTS

S. No.	Description	Page No.
1.	Company Background	03
2.	Objective of the assignment	04
3.	Scope of Work	05
4.	Deliverables	09
5.	Instruction to bidders	10
6.	Earnest Money Deposit	18
7.	Performance Bank Guarantee	19
8.	Liquidated Damages	19
9.	Bidder's Details	20
10.	Schedule of payment	21
11.	Sub-contracting or sub-letting	21
12.	Validity of offer	21
13.	Cancellation/Termination of order by HLL	21
14.	Confidentiality of documents	22
15.	Applicable language	22
16.	HLL's Right	22
17.	Force majeure	23
18.	Correspondence / Disputes during Enquiry/RFP stage	23
19.	Acceptance of Order	23
20.	Laws Applicable	24
21.	Dispute Resolution	24
22.	Arbitration	24
23.	Work and Payment during Dispute Resolution and / or Arbitration	24
24.	Jurisdiction	25
25.	Correspondence after placing Order	25
26.	Bribes & Gifts	25

1.0 Company Background

HLL Lifecare Limited (HLL) commenced its journey to serve the Nation in the area of healthcare, on **1st March 1966**, with its incorporation as a corporate entity under the Ministry of Health and Family Welfare of the Government of India. HLL Lifecare Limited (HLL) is India's leading provider of a wide range of contraceptives, hospital and Ayurvedic products and a range of women's healthcare products. A Mini-Ratna Public Sector Enterprise, HLL has emerged as a multi-product organisation, with seven manufacturing units, and a vast array of innovative products and services. It is addressing various public health challenges in the area of maternal and child health, population stabilization and HIV/AIDS control.

HLL, formerly Hindustan Latex Ltd, is one of the top manufacturers globally. It has also diversified into vaccine manufacturing, diagnostic/ lifecare services, Pharma retail, sanitary napkin manufacturing and medipark, besides engaging in procurement consultancy, infrastructure development of healthcare institutions and facility management.

HLL, which has set a target of becoming a Rs 10,000-crore company by 2020, also runs hospital chains, diagnostic clinics, and hospital management as well as MRI centres and lifecare centres across India as part of a total healthcare public sector undertaking. HLL has been declared a **Mini Ratna** Company by the Government of India and upgraded as a **Schedule B** PSU.

2.0 Objective of the assignment

HLL is planning to enhance its Condom business in a big way to further promote the concept of Safe sex –“Pleasurable Protection”. HLL is already a leader in terms of the condom manufacturing capacity. HLL was on the look-out for an acquisition of a Condom manufacturing facility, suiting its requirements. HLL has identified one such facility and is in the process of acquiring the facility. HLL invites agencies capable of conducting a pre-acquisition due-diligence on Condom manufacturing companies.

3.0 Scope of Work

About the Target Company

The Target Company is a Private Limited company situated in Andhra Pradesh and has only **one** manufacturing facility, which is into the production of male condoms. The annual capacity of the facility would be approximately 100- 150 Million pieces per annum.

The brief scope of work of the consultant is as follows:

General

A General report on the Target Company and on its organisational structure, Net worth, major stake holders, major customers and key businesses, and also a brief SWOT analysis on the target company and its operations.

I) Asset Valuation:

This shall inter alia include:-

- Detailed list and status of all the assets (including current assets ageing analysis), with their make and year of installation, useful remaining life of the asset, condition of utility equipment/Utility lines belonging to the target company.
- Physical verification and valuation of the assets by registered values/chartered engineers using approved methods/approaches.
- Detailed report on Condition of Plant and machinery, Assembly lines etc. with capacities and trend of capacity utilization/output efficiency (Please highlight lacunae's if any).
- Discussion of key conceptual issues and finalization of valuation parameters.
- Determining fair value of the assets including current assets.
- Bench marking the results with current market policies.
- Details of capital commitments outstanding as on date of diligence, capital work-in-progress.
- Detailed list of obsolete and discarded assets.
- Report on Product/Process Quality, Safety standards with their accreditations/certifications.
- Report on the Effluent treatment mechanism and its efficiency may be assessed. The method of disposal of solid waste / Hazardous waste (if any) and the liquid effluent and its adequacy may be reported
- Availability and quality of power and water may be reported
- Availability of technical support for repairs & maintenance of critical machineries/ equipments.

(II) Review of Liabilities:

- **Current liabilities and Provisions:**

This shall inter alia include review of:-

- Accounts payable alongwith ageing analysis, adequacy of provisions including provisions for employee related liabilities and perform procedures to determine adequacy of accrued expenses.

- **Borrowings:**

This shall inter alia include review of:-

- Secured and unsecured borrowings with emphasis on terms of loan, loan covenants, repayment terms, status of repayments, collaterals offered, List of Charges on the Target Company etc.

- **Contingent Liabilities:**

This shall inter alia include review of:-

- All contingent liabilities of the target company including guarantees, claims against company, outstanding letter of credits, domestic and overseas obligations, capital commitments, related party transactions etc.
- The status of litigation and claims, through discussions with the management so as to understand the financial implications and possible outcomes of such litigations.
- Any liabilities not disclosed in financial statements.

- **Taxation & Statutory liabilities :**

This shall inter alia include review of:-

- Direct and indirect tax matters of the company with emphasis on their taxation policy, Demand notices raised on the company, pending claims/litigation and their financial implications, deferred tax liabilities etc. to understand the tax exposure of the Target Company.
- Eligible Tax concessions and duty drawbacks.
- Review of Statutory Liabilities and its compliance.

(III) Human Resource

This shall inter alia include review of:-

- Employment contracts entered into with the key management personnel.
- Details of total employees, unionized and non-unionized employees, permanent and casual contract.
- Labor agreements with employee unions and details of any past disputes.
- Redeployment possibilities and Re-employment strategies.
- Salary/Pay packages of each category of employees/ Executives etc.
- Employee related liabilities/commitments related to pension and post-retirement benefits; Wage revision arrears, Deferred liabilities on account of company's financial position etc.

IV. Legal

This shall inter alia include review of:-

- Corporate documents viz; Memorandum and Articles of Association
- Verification of documents to Title of the property and encumbrances, if any
- All existing contracts and agreements with various stakeholders.
- Pending Litigations for and against the Target company with their possible outcomes and financial implications.
- All licences, Rights, permits, Statutory Approvals, export licences/ quality certifications and their current status.
- IPR and infringements if any.
- Status of Statutory compliances and conformance to government policies and guidelines.

4.0 Deliverables

The mile stones for the consultancy activity and the deliverables sought from the consultant are as follows:

Mile stones & Deliverables	Timeline (Tentative)
Report on Asset Valuation with Comments and observations (1 copy) and 1 CD Copy	3 Weeks from issue of LOI.
Draft Report(s)* as per the scope of work at 3.0 above - 1 copy and 1CD copy	2 Weeks from submission of Asset valuation report.
Final Report – 2 copies and 1 CD copy	1weeks after receipt of HLL comments on draft report(s)

* This can be submitted in parts, if so felt by the consultant.

There shall/can be detailed discussions after/ prior to each mile stone with the consultant.

5.0 Instruction to bidders

5.1 Eligible Bidder:

- 5.1.1 The bidder shall undertake the consultancy work indicated in the RFP on his own or in consortium with other firms/ individuals.
- 5.1.2 A consortium shall consist of maximum 3 firms or individuals.
- 5.1.3 Each member shall be responsible for the scope of the work of individual firm or his work and the lead member will be solely responsible and liable for completing the Project as per the provisions of the RFP and also responsible for acts of the

other members of the consortium.

- 5.1.4 Authorisation in favour of Leader of the consortium shall be evidenced by submitting with the bid a Power of Attorney signed by individuals or legally authorized signatories of each consortium member.
- 5.1.5 Members of the consortium shall enter into a Memorandum of Understanding for the purpose of this contract which shall be submitted by the bidder. Format of Consortium Agreement / MoU would be made available to the successful bidder.
- 5.1.6 The consortium member responsible for performing the key component of the work i.e., business evaluation and financial due diligence shall be the Lead member.
- 5.1.7 The consultant / member of the consortium responsible for Asset valuation should be a Government approved / recognized / empanelled valuer with experience in valuation of assets of a similar manufacturing company having a turnover of more than Rs. 40 Crore. Bidder shall furnish with his bid, documentary evidence of the same.
- 5.1.8 All the required documents vetted by the consultant / member of the consortium shall be legally tenable in a court of law and acceptable to the Govt. agencies / Regulatory authorities. Further if any changes are suggested by the Govt. agencies / Regulatory authorities, they shall be appropriately carried out by the successful bidder.
- 5.1.9 The Leader of the consortium shall be authorized to incur liabilities and receive instructions for and on behalf of any or all members of the consortium. Further HLL will correspond only with the Leader of the consortium and payment for the consultancy work shall be made only to the Leader of the consortium.
- 5.1.10 The bid shall include all the information regarding capability, experience of each Consortium member in executing similar consultancy projects in the manufacturing sector, division of work of each member and their joint and several responsibilities.
- 5.1.11 A copy of the legally acceptable Consortium Agreement / Memorandum of Understanding (MoU) entered into by the Consortium members shall be submitted immediately upon award of work, containing division of work of each member, their joint and several responsibilities, failing which the work order/LOI would be liable to be cancelled before further proceedings. Format for Consortium agreement/MoU shall be made available alongwith Work order/LOI.

5.2 Bid Submission Method

The Tender shall contain two parts – Part ‘A’ & Part ‘B’.

For the purpose of this tender, Part 'A' of the offer shall be submitted in **soft copy in editable format on non-rewritable CDs** as under;

a) **Part 'A': 1)- Technical Bid – Documents as per clause 5.4.1.**

2) – Un-priced Commercial Bid in one sealed cover duly indicating the following details:

- i) Firm's details along with IT PAN, & Service Tax Registration Nos. etc.
- ii) Taxes / Duties / Cess / Levies along with the rates applicable.
- iii) Validity of Offer.
- iv) Earnest Money Deposit (EMD) details.
- v) Undertaking to submit;
 - a) Stipulated Performance Guarantee.
 - b) Consortium Agreement/MoU
- vi) Payment terms
- vii) Work Schedule
- viii) Authorisation letter, wherever applicable.
- ix) Self-certification of having read and understood the terms and conditions of the RFP

The CD which contains Part 'A' shall be enclosed in a sealed cover for the purpose of this tender.

b) **Part 'B' – Price Bid (Hard Copy) in one sealed cover, duly indicating Prices.**

Both the two sealed covers (Part 'A' & Part 'B') shall be distinctly super scribed with the following details on its left hand top corner.

- i) Enquiry No. and Date.
- ii) Cover No. i.e., Part-A or Part-B, as the case may be. (Part-A-Technical & Un priced Commercial Bid or Part-B- Price Bid for **CONDUCTING PRE-ACQUISITION DUE DILIGENCE OF AN INDIAN CONDOM MANUFACTURING COMPANY.**)
- iii) Closing and Opening dates of the tender.
- iv) Name and address of the bidder.

The two covers which are individually sealed and super scribed as mentioned above shall be kept in another sealed cover, super scribing enquiry number, closing & opening dates of the tender and name & address of the bidder.

The bids submitted contrary to the above guidelines are liable for rejection.

HLL will not be responsible for misplacement / premature opening of the bids, if the details are not super scribed as mentioned above.

Successful Bidder shall submit Part 'A' of the Bid as aforesaid in hard copy soon after intimation of the result of Price bid opening on our website.

5.3 Schedule Time for Submission & Opening of Tenders

- a. Schedule Time for Submission of Tenders: Scheduled time for submission of Tender is up to 1500 Hrs. on the closing date at the office of SVP [SP & CQA], HLL LIFECARE LTD, Corporate Office: HLL Bhavan, Mahilamandiram Road, Poojappura, Thiruvananthapuram- 695012 or as notified in the RFP / corrigendum. Bidders may send the bids by post or by courier. However, bids received after 1500 Hrs. on the closing date will not be accepted. HLL is not responsible for postal / courier delays. Bids received late for whatsoever reasons will not be opened under any circumstances and would be returned to the Sender. The Tenders will be opened after 1500 Hrs. on the same day.
- b. Schedule Time for Opening of Tenders: Part A cover of the bids will be opened and readout or displayed on schedule date of opening, in the presence of bidders attending the opening of tenders. In respect of two parts tender, Part-B covers of technically qualified bids shall be opened subsequently with advance intimation to the qualified bidders.

Bids received by e-mail or Fax will not be accepted unless otherwise requested by HLL. In such case, confirmation copy shall be submitted in person or by post or by courier within schedule time given in the RFP.

HLL may solicit the bidders consent for extension of the period of validity of the bid and EMD. The request and the responses thereto shall be made by letter, fax or e-mail. However, bidders accepting the request are not permitted to modify the bid.

HLL reserves the right to seek clarifications in respect of the bids / supporting documents etc. from the bidders by letter / e-mail / fax.

5.4 Bid Evaluation

5.4.1. Technical Evaluation will be carried out on the following parameters

Sl No:	<u>Evaluation Criterion</u>
	A. Bidder Experience
a)	Experience of advising Companies on similar jobs during last 5 years.
b)	Experience in Manufacturing sector preferably Condom production.
c)	Experience and credentials of the agency proposed by the Bidder for Asset Valuation and/or for Legal advice. In case of Bidding consortium, similar details of all the members of the Consortium shall be submitted.
	B. Bidder's Approach and Methodology
a)	Technical Approach and Methodology as mentioned in the technical proposal

b)	Bidder should explain: <ul style="list-style-type: none"> ▪ Understanding of the objectives of the assignment ▪ Methodology for carrying out all the proposed activities including Asset valuation. ▪ Their experience of executing similar engagements in Indian context.
c)	Detailed Work Plan <ul style="list-style-type: none"> ▪ Proposed methodology to be followed for Asset Valuation ▪ The main activities of the assignment, its content and duration, phasing and interrelations, milestones (including interim approvals by the client), and delivery dates of the reports. ▪ A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. ▪ The work plan should be consistent with the Work Schedule.
C. Team Personnel (Proposed as part of the Bidder's team)	
a)	Profile(s) of the team Leader(s) qualification No: of years of experience Experience in projects of similar nature
b)	Profile of the Subject Matter Expert(s) qualification and Experience in the manufacturing sector preferably condom manufacturing
c)	Profile of the proposed Asset Valuation/ legal resources(s) Qualification Experience in projects of similar nature

The bidders shall submit their proposal with the above data and documentary support. The credentials and the Bidders methodology & approach shall be assessed by HLL for its suitability to the present project and the offer(s) of the consultant(s) not found consistent with the requirements of the Project shall be summarily rejected.

HLL reserves the right to request the bidders to change their proposed methodology and/or approach, so as to suit the requirements of the project.

5.4.2 Financial Evaluation

5.4.2.1 The financial offer shall include professional fees, operational expenses and the applicable taxes. Any visits of the team to the Target Company shall be considered to be included in the price quote and no accommodation or travel expenses shall be arranged or reimbursed / paid in addition to the price quoted.

- 5.4.2.2 The consultancy project shall be awarded to the bidder offering the lowest offer for the total activity. Bidder/Bidding consortium shall submit unconditional bid accepting all the provisions of the RFP. Any conditional offers shall be summarily rejected. Bidder/Bidding consortium shall submit one single price quote for the composite activity; separate price quotes for elemental activities by consortium members are not acceptable.
- 5.4.2.3 It will be construed that the price quoted is inclusive of all taxes and duties, except Service Tax. No claim in this regard will be entertained at a later stage. Service Tax shall be paid extra by HLL, at applicable rates.
- 5.4.2.4 The price quoted by the bidder should be final and no escalation shall be permitted during the contract period except for revision in statutory levies subsequent to the date of submission of the price bid duly supported by documentary evidence.

6.0 Earnest Money Deposit (EMD): Cancelled

7.0 Performance Bank Guarantee (PBG):

Bidders should confirm their acceptance for 10% of the order value as Bank Guarantee towards performance if order is placed. The performance bank guarantee shall be given covering the period of the Consultancy project. The Bank guarantee shall be renewed if required, at least two weeks before the expiry of the BG till complete execution of the Order.

Bidders are also requested to note that the representatives attending the technical and price bid opening should carry proper authorization from their firms.

8.0 Liquidated Damages (LD):

In case of delay of agreed schedule of various activities, liquidated damages @ 0.5 % of total price per week of delay or part thereof subject to a maximum of 5% is recoverable from the Consultant. The payment or deduction of such damages shall not relieve the Consultant from the contractual obligation to complete the balance portion thereof in time as stipulated in the contract.

9.0 Bidder's Details:

Bidder shall furnish the following information:

- a. Name and address, Phone number, Fax number, e-mail ID and Name of the contact person.
- b. Indicate clearly, the constitution of the bidder i.e., Sole Proprietorship, Partnership, limited liability company etc., together with names of proprietor, partners and directors respectively.
- c. Indicate clearly, if it is a Government company, MSME or DGS&D registered firm. A copy of valid documentary proof shall be enclosed.
- d. Banker's Name and address together with Branch Code and IFSC / RTGS Code.
- e. Tax registration and other details to the extent applicable along with documentary evidence. :

- i) Service Tax Registration No.
- ii) IT PAN Registration No

The bidder shall submit their price quote with split up of charges under different heads and terms of payment. The applicable taxes to be paid by the bidder to Government of India / State Government and to be paid by HLL to the consultant shall be indicated separately.

10.0 Schedule of payment

The payment of fee shall be as per the following schedule:

Sl. No.	Mile stone	% of Fees Payable
1	Advance on signing of engagement letter and submission of first invoice & PBG	10%
2	Report on Asset valuation with Comments and explanations (subject to acceptance by HLL)	25%
3	On submission of Draft Report(s)	25%
4	On submission of Final report	40%

11.0 Sub-contracting or sub-letting

The bidder is prohibited from sub-contracting or sub-letting of the work. However, Asset Valuation and preparation of Legal documents can be arranged from external sources, if not available in house, by the consultant within the provisions of clause 5.1.1 and 5.1.2 of this RFP.

12.0 Validity of offer

Quote submitted by the bidder should be valid for a minimum period of 120 days from the date of opening of price bid.

13.0 Cancellation/Termination of order by HLL

In case where the consultant fails either to accept the order or to acknowledge the order without any pre-conditions within the stipulated time or fails to start the work according to the work schedule or fails to ensure satisfactory progress of the work, HLL reserves the right to cancel/terminate the contract by giving 10 days notice at the cost and risk of the consultant.

14.0 Confidentiality of documents

- The bidder (s) shall treat the bid documents and contents therein as strictly confidential. Successful bidder(s) shall have to sign confidentiality agreement

- wherever called for by HLL.
- Bid documents are non-transferable.
 - No part of the document should be disclosed outside as these documents are issued with the strictest confidentiality.
 - The bid documents are exclusive property of HLL. The bidder does not have any right to use them for any purpose other than as the bid for the subject work to HLL and for use by successful bidder are permitted to use only with reference to the execution of this work.

15.0 Applicable language

The bid and all correspondences incidental and concerning to the bid shall be in English language only.

16.0 HLL's Right

HLL reserves the right to accept the bid(s) other than the lowest and to accept or reject any bid in whole or in part, or to reject the bids without assigning any reasons. HLL may decide not to continue with the tender and cancel the tender either full or in part at its discretion. Further, HLL shall reserve the right to reject the bid(s) on technical grounds. Such decision by HLL shall bear no liability consequently.

17.0 Force majeure

If at any time during the continuance of this contract the performance, in whole or part or any obligation by either party under this contract shall be prevented or delayed by reason of any war (whether declared or not), hostility, acts of the public or enemy, civil commotion, sabotage, fire, flood, earthquake, explosion, epidemic, quarantine restriction or other acts of God, trade embargoes, Government restrictions, absence of the usual means of communication or transportation (hereinafter referred to as 'eventuality') and any specific occurrence which both the parties feel that it is beyond reasonable control of parties which will be included before finalization of the contract, provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of the occurrence thereof, neither party shall, by reason of such eventuality, be entitled to terminate this contract nor shall either party have claim for damages against the other in respect of such performance or delay in performance and the work under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.

18.0 Correspondence / Disputes during Enquiry/RFP stage:

No correspondence / disputes will be entertained before placing order and the decision of the HLL shall be final.

19.0 Acceptance of Order:

The successful bidder shall return a copy of the purchase order and the other enclosed documents duly signed as a token of acceptance, within 15 days from the date of receipt of the order. In case, no such acceptance is communicated / received by the HLL, it will be presumed that the order has been accepted.

20.0 Laws Applicable:

The contract shall be governed by the Laws of Indian Union for the time being in force.

21.0 Dispute Resolution:

In the event of any dispute arising between the parties, the said dispute shall first be resolved amicably and in the event of failure of such amicable resolution, the aggrieved party shall request the Chairman & Managing Director of HLL for resolution of the dispute and the Chairman & Managing Director, HLL may refer the dispute for conciliation to an expert preferably well versed with Company Law, Electricity Laws and other Laws. The provisions of Arbitration and Conciliation Act 1996 will apply to such Conciliation. In case the dispute / difference is not settled as above, the respective parties can seek remedy by Arbitration / as mentioned at para 22.0.

22.0 Arbitration:

In the event of any dispute or difference touching the Request for Proposal "RFP" document the same shall be settled through arbitration and request for arbitration be made to the Chairman & MD, HLL who shall nominate an Arbitrator. The Arbitrator so appointed should pass a reasoned award and the parties shall bear the costs of Arbitration equally.

23.0 Work and Payment during Dispute Resolution and / or Arbitration:

Work under the contract, shall if reasonable, continue by mutual agreement during Dispute Resolution and / or Arbitration proceedings, and no payment due to or payable by HLL, will be withheld without reasonable cause and merely on account of the pendency of such proceedings.

24.0 Jurisdiction:

Subject to Clause – 23, the Courts at Thiruvananthapuram district, Kerala only shall have jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this contract including disputes arising on encashment of Bank Guarantees.

25.0 Correspondence after placing Order:

After placing the order, correspondence related to issues regarding submission of reports, payments & penalties shall be made with the consignee-SVP (SP & CQA) only. In case the issues are not settled at **SVP (SP & CQA)** level, correspondence shall be made with C&MD. Bidder is advised to visit HLL website www.lifecarehll.com for name and address, phone numbers etc.

26.0 Bribes & Gifts:

Any Bribe, Commission, gift or advantage given, promised or offered by or on behalf of the Consultant or his partner, agent or servant or any one on his or their behalf to any Officer, Servant, representative or agent of the HLL LIFECARE LTD, or any person on his or their behalf for obtaining or executing of this or any other contract with HLL LIFECARE LTD,

shall in addition to any criminal liability which the Supplier may incur, subject the Supplier in the cancellation of this and all other contracts with and also to payment of any loss of damage resulting from any such cancellation to the like extent as is provided in case cancellation under clauses thereof. Any question or dispute to the commission of any offence under present clause shall be settled by the HLL LIFECARE LTD, in such manner and on such evidence of information as they think it sufficient & their decision, shall be final and conclusive.

SVP (SP & CQA)
HLL LIFECARE LTD