

HLL LIFECARE LIMITED

**RFP for Consultancy Services for Preparation of the Turn  
Around Strategies for HLL**

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HLL/CHO/SP/RFP/2017-18/1

7/19/2017

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**1. Acknowledgement**

To be returned to the following address on receipt of the RFP documents:

To

Associate Vice President (Strategic Planning)  
HLL Lifecare Limited  
HLL Bhavan, Poojappura,  
Trivandrum 695012

Sir,

We have received the RFP Document for Selection of a consultant for preparation of the Trun Around Strategies for HLL Lifecare Limited. The RFP document is complete.

<b>Request for Proposal number</b>	
<b>Name of the Bidding Entity</b> <b>Name of the Contact Person</b> <b>Designation</b> <b>Address, with Phone &amp; Fax Numbers and email address</b>  <b>Date of Receipt</b>	
<b>Signature of Authorized Person with seal</b>	

## 2. Disclaimer

- i. This RFP includes statements, which reflect various assumptions, which may not be accurate. This RFP does not purport to contain all the information each prospective bidder may require. This RFP may not be appropriate for all persons, and it is not possible for HLL to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP document. Each prospective bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.
- ii. Though adequate care has been taken in the preparation of this RFP, the Bidder should satisfy himself that it is complete in all respects. Intimation of discrepancies, if any, should be given to the office mentioned below:  
  
Associate Vice President (Strategic Planning)  
HLL Lifecare Ltd  
HLL Bhavan, Poojapura,  
Thiruvananthapuram - 12
- iii. If no intimation is received by this office within one week after issue of this RFP Document, then HLL shall consider that the RFP received by the Bidder is complete in all respects and that the Bidder is satisfied that the RFP is complete in all respects.
- iv. Neither HLL nor our employees, other persons related or associated with HLL make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP.
- v. Neither HLL nor their employees or consultants will have any liability to any prospective bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the information and any other information supplied by or on behalf

of HLL or their employees, any consultants or otherwise arising in any way from the selection process.

- vi. The RFP is not intended to provide the basis of any investment decision of any person relating to the business of HLL. No person has been authorised by HLL to give any information or to make any representation not contained in the RFP.
- vii. Nothing in the RFP is, or should be relied on, as a promise or representation as to the future. In furnishing the RFP, neither HLL, nor its employees, consultants, associates or related parties, advisors undertake to provide the recipient with access to any additional information or to update the RFP or to correct any inaccuracies therein which may become apparent.
- viii. HLL or its authorized officers reserve the right, without prior notice, to change the procedure for the identification of the Preferred Bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the consultancy assignment without assigning reasons there for.
- ix. HLL reserves the right to change any or all of the provisions of this RFP Document. Such change would be intimated to all the parties to whom this RFP Document was sent.
- x. Mere submission of information does not entitle the Bidders to meet the eligibility criteria. HLL reserves the right to verify any or all information submitted by the Bidder. If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query or clarification by HLL, is found to be incorrect or is a material misrepresentation of facts, the Bid will be liable for rejection. Mere clerical error or bonafide mistake may be treated as an exception at the sole discretion of HLL, provided HLL is adequately satisfied about the nature of the error or mistake.
- xi. Bidder shall be responsible for all costs associated with the preparation and submission of the Bid. HLL shall not be responsible in any way for such costs regardless of the conduct or outcome of this Bidding process.

- xii. HLL reserves the right to accept or reject any or all of the offers / proposals at any stage of the process, without assigning any reasons whatsoever.
- xiii. HLL reserves the right to change, modify, add to or alter the bidding process including inclusion of additional evaluation criteria.
- xiv. Any Bid pursuant to this RFP or any act or omission by any person concerning or relating or incidental to this RFP is purely voluntary and HLL or its employees or consultants shall not be deemed or considered to have compelled or induced any Bidder or other person to submit any proposal or to do an act or omit to do an act concerning or relating or incidental to the RFP.

### **3. Introduction**

HLL Lifecare Limited (HLL) is a public sector undertaking under the administrative control of the Ministry of Health & Family Welfare, Government of India. 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".

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 was set up in the natural rubber rich state of Kerala, for the production of male contraceptive sheaths for the National Family Welfare Programme.

The company commenced its commercial operations on 5th April 1969 at Peroorkada in Thiruvananthapuram and has manufacturing facilities across various states of the Country. From its inception as a condom manufacturing company, HLL has grown to be a complete healthcare provider.

The range of products manufactured and marketed by HLL includes male and female condoms, contraceptives, hormonal pills, hospital products like blood bags and surgical sutures, sanitary napkins, pharma products, deodorants, condom and sanitary napkin vending machines, diagnostic test kits etc.

In addition to the various healthcare products, HLL is also providing healthcare services and has its diagnostic laboratory and imaging services under the brand name "HINDLABS" and retail pharmacies under the brand name "AMRIT Deendayal Pharmacies".

HLL has the following subsidiaries companies namely, HITES (HLL Infra Tech Services), HBL (HLL Biotech Limited), GAPL (Goa Antibiotics & Pharmaceuticals Limited), HLPPT (HLL Family programming and planning Trust) and HML (HLL Medipark Limited) . HLL also has a Joint venture under the name Lifespring Hospitals, focusing on providing affordable maternity and neonatal care.

Over the past two decades, HLL grown into a country's leading healthcare services provider. While focusing and expanding the core area i.e. reproductive health, HLL diversified its portfolio into other healthcare products. The company's range of products includes contraceptives, hospital products, pharmaceuticals, personal hygiene products, women healthcare products and diagnostic kits.

The purpose of business at HLL is 'to provide high quality products and services at affordable price'.

Today HLL is a group of seven companies, with 7 state-of-the art manufacturing facilities and 22 regional offices spread across India. HLL also have global presence in 115 countries.

Last 10 years, HLL witnessed rapid business growth in terms of revenue and profitability of operations with a CAGR of 19.21%. However, in 2016-17 the company experienced a dip in its profitability.

HLL invites Request for Proposals from business consultants for analyzing the various business segments and formulating turn around strategies for improving the overall performance of the Company.



#### 4. Objectives and Scope of Work

- The objective of the consultancy assignment is improving the overall performance of the Company and turning around the company.
- The scope of work of the Consultant shall be as below:
  - i. Critical analysis (SWOT) of business divisions based on present performance and market potential. Recommendation for improving the market share of products and services in domestic and global markets. Recommendation to continue or close down products/services which are not profitable.
  - ii. Establishing the right priorities and addressing the most critical problems and prepare the turn around strategies for growth.
  - iii. Recommendation for financial reorganization.
  - iv. Recommendation for optimizing the utilization of current Human Resources and assets in all divisions at the disposal of the Company within the existing business/enhanced short time business opportunities.
  - v. Suggesting exact product mix and production quantities with expected financial results.
  - vi. Specific cost reductions required
  - vii. Freezing the core business of HLL
- **Time Period for Completion:** The entire scope of work shall be completed within 4 weeks from the date of issue of the LOA to the consultant.
- **Payment terms :** The payment shall be made on completion of the entire scope of work by the consultant, against the acceptance of the final report by HLL. The report shall be submitted in both hard copy and non editable soft copy (in a CD).

## 5. Eligibility criteria

Sl no.	Qualification Criteria	Documents to be submitted
1	The consulting firm must be an entity registered as Corporate Body within India or a Corporate Body with an established branch office in India. Core business of the consulting firm should be business/strategic management consultancy.	Certificate of incorporation, testimony/Corporate profile indicating their worldwide presence/experience.
2	The bidder should have a positive net worth and should have been in the business in India for the last 5 years, and must have their own offices in India. Liaison offices would not be treated as bidders own office.	Balance sheet for last 5 years certified by a Chartered Accountant.
3	The bidder should have previous experience of providing consultancy services of similar nature (providing and implementing growth strategy or corporate planning exercise), with a minimum of 2 consultancy engagements with leading clients having a minimum turnover of Rs.500 crore in India, during the last 5 years.	Detailed description of related projects executed by the firm giving details of project scope, duration, project size & impact. (relevant sections in the contract), client certificates.
4	The bidder should have a minimum turn over of Rs.75 crores from advisory/consulting business, for the last five financial years.	Profit and loss statement for last 5 years certified by a Chartered Accountant.

## 6. Bid Imperatives

Key Imperative	Description
Bid Type	Limited Tender
Price Adjustment	Only Downward Adjustable, due to revision in tax structures etc.,
Alternate Proposal	Not Allowed
Currency	Indian Rupees
Warranty/Insurance	Not Applicable
Bidding Process	Single Bid System
IP/Copyrights	The bidder shall treat all the documents/data/information received from HLL in confidence, and ensure that all who have access to such documents shall also treat them with confidence. The bidder shall not divulge any such information unless HLL authorizes this in advance in writing. The bidders have to sign a confidentiality agreement.
Performance Security	5% of the contract value
Consortium, Subcontracts	Not Allowed
Bid Validity Period	90 days from the date of submission
Rejection of Bids	HLL reserves the right to reject the bids, which does not meet the requirements
Bids to be submitted to	Associate Vice President (Strategic Planning) HLL Lifecare Ltd, HLL Bhavan, Poojapura, Thiruvananthapuram -12, Ph: 0471 2354949
Last Date and Time of Bid submission	2 <sup>nd</sup> August 2017; 2:30 P.M
Date and Time of Bid Opening	2 <sup>nd</sup> August 2017; 3:00 P.M

## **7. Bid Submission and opening**

- All bids shall be prepared in English language only by typing or printing with indelible black ink in one original and two identical copies of the original of the proposals with all enclosures. All pages of the bid shall be signed/sealed and serially numbered.
- The bid consisting of Annexure 1 and Annexure 2 shall be enclosed in one outer cover duly superscribing the tender reference and date of opening and wax sealed. The Bidder's bid and the documents attached thereto shall be considered as forming part of the Contract documents. The non editable version of annexure 1 and supporting documents in a CD)shall be enclosed in the envelop containing Annexure 1.
- Bids submitted by Telefax, E Mail or Telegram and the bids received after the expiry of the time specified for receiving completed bids shall be rejected. The bidders shall submit the bids in the following manner.
- Form of Bid (Appendix A) and its soft copy (non editable version in CD), along with the documents supporting qualification of the minimum eligibility criteria shall be submitted in a separate wax sealed cover indicating the tender number and the name of the bidder distinctly on top.
- The schedule of price (Appendix- B) shall be submitted in a separate sealed cover properly pasted and wax sealed subscribing the Tender No. and the word “Prices”.
- Price quoted should cover the entire scope of work as mentioned in the RFP, and should be as per price format annexed. The bidder quoting a system of prices other than that specified, run the risk of rejection. One original and two identical copies shall be submitted.
- The Bidder shall quote his price for the entire scope of work both in figures and in words clearly. The bidder shall quote the prices only once after considering all the pros and cons. Alternatives or rebate percentage etc., if any, should be spelt out by the bidder in the first quotation itself. Offers contained in supplemental / additional covers shall be summarily rejected. If the amount quoted in figures and words differs, the amount quoted in words shall be taken as final. No overwriting is allowed. All scoring and

cancellations should be countersigned by the bidder. In case of illegibility, the interpretation of HLL shall be final.

- Prices shall be quoted on lump sum basis inclusive of all taxes and duties and shall remain valid till for 90 days after date of opening the bid.
- The bids received after the due date and time of submission shall be considered late and will be rejected.

## 8. General Terms:

- The bid shall be superscribed as under:

Name of the Bidder:

Bid No

Opening Date and Time

Proposal for----- and submitted

To

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- This is a single bid tender. The envelope containing Annexure I and Annexure II shall be opened on the date of bid Opening.
- On the date and time of opening, if the bidder desires to be present at the time of opening, he shall depute his representatives (not more than two persons) in time with due authorization for participating in the bid opening.
- Bids received in incomplete shape shall be liable for rejection.
- No request for extension of time shall be permitted for bid opening date.
- HLL takes no responsibility for delays, loss or non-receipt of bid documents or any letters sent by post either way. HLL reserve the right to reject any bid in part or full without assigning any reasons therefor.
- Notwithstanding any information and data, which may be contained in these tender documents, the bidder has to make independent inquiries and generally obtain his own information on all matters that may in any way affect prices, risks and obligations of the CONSULTANT under the Contract.
- The submission of any documents connected with the bid and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim against HLL for rejection of his Bid. The Purchaser shall always be at liberty to reject or accept any bid or bids or part thereof at his sole discretion and any such action will

not be called into question and the bidder shall have no claim in that regard against HLL.

- If any of the bidders, takes any deviation to the conditions prescribed in the Notice Inviting Bid( NIB), HLL shall consider such deviations and render/ communicate their decisions if the deviations taken by the bidder is not acceptable to them. In spite of such decision by HLL on the deviation taken by the bidder, if the bidder declines to accept the same, HLL shall be at liberty to reject such bid, as being not in conformity with the conditions of NIB, and the decision of HLL in this regard shall be final and binding on the bidder.
- Unilateral revision or withdrawal of offer by the bidder within the subsistence of the validity period of offer shall not be permitted. In addition to the above, such bidder shall also be debarred either permanently or for a fixed period, at the discretion of HLL from participating in any of HLL's future tenders.

- **EFFECT AND VALIDITY OF BID:**

The bid shall be kept valid for acceptance for 90 days from the date of opening of the bid.

- **SINGLE BIDDER RESPONSIBILITY:**

The bidder shall specifically indicate in his bid that he assumes full responsibility for services in accordance with specifications, quality and time schedule of the complete tender and guarantee the satisfactory performance of the services as a whole.

- **NO CLAIM FOR COMPENSATION FOR SUBMISSION OF BID**

The submission of any bid with documents and specifications shall constitute an offer that the Bidder shall have no cause of action or claim against HLL for rejection of his Bid.

The Bidder whose bid is not accepted shall not be entitled to claim any costs, charges and expenses incidental to or incurred by him through or in connection with his submission of bid or its consideration by HLL, even though HLL may elect to modify/withdraw the Invitation to Bid or does not accept the bid.

- **POLICIES OF BIDS UNDER CONSIDERATION:**

Bids shall be deemed to be under consideration immediately after they are opened and until such time HLL makes official intimation of award/rejection to the Bidder. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting, by any means, HLL and/or his employees/representatives on matters related to the Bid under consideration. HLL, if necessary will obtain clarifications on the Bids, by requesting for such information from any or all the Bidders either in writing or through official discussions. The Bidder(s) will not be permitted to change the substance of the Bid after the same has been opened.

- **HLL'S RIGHT TO ACCEPT BID:**

HLL shall always be at liberty to reject or accept any bid or bids or part thereof at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against HLL.

HLL is not liable to accept the lowest of bids and reserves the right to reject bid for reasons to be recorded in writing. HLL is also at liberty to drop all further action in the matter at any stage, but before issuing LOA and go for re-tender. However, the decision in this regard by the client is final and binding on the bidders.

- **DEPUTATION OF REPRESENTATIVES FOR DISCUSSION:**

After opening of the bid, if HLL desires to have discussion, the bidder shall be in a position to depute his representatives at short notice with full authority for clarifying technical parameters as well as Commercial Terms and Conditions of the Contract.

- **SIGNATURE OF BID:**

The Bid must contain the name, residence and place of business of the bidder making the Bid and each page of the Bid must be signed and sealed by the Bidder/authorized representative with his full signature. The name of the person/persons signing should be typed or printed below the signature.



A Bid by a person who affixes to his signature the word 'Executive Director', 'Managing Director', 'Secretary', 'Agent', or other designation without disclosing his principal will be rejected. Satisfactory evidence of authority, of the person signing on behalf of the bidder shall be furnished with the Bid.

The Bidder's name stated on the proposal shall be the exact legal name of the firm.

Any corrections, erasure or other changes in the Bid documents shall bear the initials of the person signing the Bid.

Bid not conforming to the above requirements will be disqualified.

## Appendix A

The Annexure A shall contain the following:-

- a. Full details of the profile of the bidder
- b. Bidders understanding of the healthcare sector
- c. Documents supporting the qualification of minimum eligibility criteria
- d. Approach & Methodology offered
- e. Timelines
- f. Related Credentials
- g. Staffing plans, and CVs of Project team
- h. Expectations from HLL

## Appendix B

Appendix B comprises the price schedule:-

An all-inclusive lump sum fee needs to be offered. The format maybe as given:

Activity	Total Cost (INR)
The entire scope of work inclusive of taxes and all charges	