

**NOTICE INVITING TENDER**

TENDER 002 : HLL/CHO/SD/HCS/2019-20/TENDER 002 Dated 06<sup>th</sup> January 2020

**FOR SELECTION OF STRATEGIC BUSINESS  
ASSOCIATE IN WOMEN CARE CENTER AT HLL –  
HINDLABS, TRIDA PREMISE, THIRUVANANTHAPURAM,  
KERALA, INDIA**

**06<sup>th</sup> January 2020**

**HLL Lifecare Limited  
HLL Bhavan, Poojapura  
Thiruvananthapuram-695012  
Kerala,  
India**

Date of opening Notice Inviting Tender	<b>06.01.2020</b>
Last date for submission of the application	<b>27.01.2020 at 15:00 Hrs</b>
Date & Time of Opening Technical Bid of Tender	<b>27.01.2020 at 16:00 Hrs</b>
Venue of opening of Tender	<b>Application submission Address</b>
Tender Application Money	<b>NIL</b>
Earnest Money Deposit (EMD)*	<b>1,00,000.00</b>
Scrutiny and selection of applicants, Opening of Price Bid & Issue of Letter of Intent etc.	<b>Will be notified separately</b>
Address for submission of Applications	<b>Vice President (Sourcing), HLL Lifecare Limited, Corporate Head Office, HLL Bhavan, Poojapura, Trivandrum 695012 Ph: 0471-2354949 Email:sdhcsouth@lifecarehll.com</b>

**\* EMD shall be submitted as bank guarantee/ Bank Draft / Bankers cheque from any Schedule Bank in favor of “HLL Lifecare Limited” payable at Trivandrum.**

## **1. NOTICE INVITING TENDER**

Invitation of Bids for selection of Strategic Business Associate (SBA) for Women Care Center at HLL- Hindlabs premise at Thiruvananthapuram, Kerala, India.

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". 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.

The Healthcare Services Division of HLL provides Medical Diagnostic Services (Laboratory and Imaging) and other facilities like Wellness Clinic/Polyclinic to partner institutions in a PPP model. Our first center in association with CGHS started functioning since February 2008 in New Delhi. The Healthcare Services Division (HCS) of HLL is planning to setup Diagnostic Service facilities, Healthcare Screening Facilities & other Specialised Therapeutic Facilities in various states across India. We have installed five 1.5 Tesla MRI scanners in 5 Government Medical colleges in Kerala and all the five are operated by us in partnership with Government of Kerala. Presently are having presences in New Delhi, Haryana, Karnataka, Kerala, Tamil Nadu, Chhattisgarh, Maharashtra, Assam, West Bengal & Uttar Pradesh.

The Healthcare services division is inviting Bids from eligible applicants as Strategic Business Associates (SBA) for setting up, operate and maintain Women Care Center at its premise at Thiruvananthapuram, Kerala, India. The proposed bidder shall provide the following (but not limited to) services at HLL premise located at Thiruvananthapuram, Kerala, India.

### **Women Care Centre: Facilities to be offered.**

1. Adolescent women care Clinic for PCOD and thyroid, menstrual abnormalities
2. Contraceptive clinic including EMILY insertion, copper T insertion.
3. Cervical cancer and breast cancer screening
4. Osteoporosis clinics for older women
5. Out Patient services – which includes Infertility, Obstetrics and Gynecology
6. Infertility evaluations
7. Intrauterine insemination
8. Workup for In vitro fertilization and other assisted reproductive technology methods
9. Marriage counseling
10. Other Women care services which arise from time to time.

## **2. ELIGIBILITY**

- I. Bidder should be a company registered under the Companies Act or registered with concerned government authorities and should have been incorporated / in existence for minimum 5 years as on date of bid submission. Copy of Incorporation Certificate / Valid Registration Certificate has to be submitted along with Technical Bid.
- II. The Bidder who submits the Bid (Herein after referred as Parties) must have minimum 5 years of relevant business experience in operating a Hospital or Women Care Clinic. The party should submit sufficient proof for substantiating the claim. Registration certificate with local body or with concerned government authorities to be submitted as proof for same.
- III. The parties should have minimum one functional hospital/clinic in Kerala for the last 5 years ending on March 2019. Sufficient proofs in this regard to be submitted along with bid. Hospital Registration Certificate / Related documents to be submitted along for the purpose.
- IV. The bidder should be sufficiently experienced in gynecology and maternity care and should have undertaken minimum of 1000 deliveries (Child Births) per year for last three years ending March 2019. Self Declaration in Company Letter head has to be submitted along bid showing the number of deliveries per year for the period.
- V. The bidder should be an NABH accredited or NABH Pre Accredited facility and the certificate pertaining to the same needs to be submitted.
- VI. The bidder should have an annual turnover of INR 15 Crores and above for last three years ending in March 2019. The Balance Sheet and P&L Account for last three years 2016-17, 2017-18 and 2018 – 19 has to be submitted certified by registered Chartered Accountant.
- VII. The bidder has to show Positive Net Worth for last three years ending on March 2019. Financial reports pertaining to the same to be submitted along with Bids.
- VIII. The bidder submitting the bid should be an ISO 9001 certified organization to ensure sufficient quality standards and necessary certificates regarding the same need to be submitted along with the bid.
- IX. The parties shall not have any criminal record or should not have been convicted by any court of law in India or abroad. Parties shall give a declaration to this effect.
- X. The parties submitting bid should be ready to extend long term support to meet requirements of customers. Party should submit a declaration in company letter head for the same along with Bid.

### **3. SCOPE OF SERVICES:**

The **Strategic Business Associate** shall provide the following service:

- I. Establish the Women Care Center in the allotted space in HLL Lab in Thiruvananthapuram, Kerala, India
- II. The machines to be installed at the proposed service area shall be, but not limited to the following:
  - Ultrasound machine
  - Patient bed
  - Other required accessories
- III. The procedures which should be carried out will be, but not limited to as below-
  1. Adolescent women care Clinic for PCOD and thyroid, menstrual abnormalities
  2. Marriage counseling
  3. Contraceptive clinic including EMILY insertion
  4. Cervical cancer and breast cancer screening
  5. Osteoporosis clinics for older women
  6. Out Patient services – which includes Infertility, Obstetrics and Gynecology
  7. Infertility evaluations
  8. Intrauterine insemination
  9. Workup for In vitro fertilization and other assisted reproductive technology methods
  10. Other Women care services which arise from time to time
- IV. The Women Care Centre should operate a minimum of 8 hours per day for 6 days a week
- V. Women Care Centre should be operated by a qualified Gynecology doctor with a minimal qualification of MBBS, MD/ DNB in Gynecology with 3 years or DGO with 5 years experience
- VI. Day to day coordination with all stakeholders should be carried out and smooth functioning of the WCC has to be ensured by the SBA.
- VII. All the mandatory licenses for the operation of centre including PNDDT should be obtained by SBA

HLL shall provide the following service:

- VIII. The billing will be carried out by HLL.
- IX. The common facilities like reception, housekeeping, water, Electricity, Security etc shall be provided by HLL

#### **4. COMMERCIAL DETAILS**

- I. The rates for each service to be provided by the SBA in the WCC will be decided with mutual agreement between HLL and SBA. The same will be mentioned in the agreement / Contract signed between HLL and the SBA.
- II. The revenue model for the WCC operations will be as below:
- a. SBA has to provide HLL either **INR 60000** (Sixty Thousand) per month or **(20 + x) % of total revenue** per month (where x is the BIDDING RATE in this tender) whichever is higher.
  - b. SBA has to do the bidding in this tender to be the highest bidder for the Bidding Rate as required in the above revenue calculation. Price bid to be provided as per format - Annexure 01 along with bid documents.
  - c. HLL will be retaining the applicable amount for each month considering the revenue received during that month and the balance amount will be transferred to the SBA.
- III. The party should maintain the quality standards followed and implemented by HLL.
- IV. The party should follow the SOP's implemented by HLL. The detailed SOP will be provided by HLL for the successful party.
- V. HLL may reject proposals if they are found to be unresponsive to the requirements.

#### **5. EARNEST MONEY DEPOSIT (EMD)**

- EMD: All parties shall submit an EMD of Rs. 1,00,000.00 (INR One lakhs Only) as bank guarantee along with the Bid Documents in the form of Bank Draft / Bankers cheque from any Schedule Bank in favour of "HLL Lifecare Limited" payable at Trivandrum.
- It may be noted that no tendering entity is exempt from deposit of EMD. Tenders submitted without EMD shall be rejected.
- The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.

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

## **6. PREPARATION OF BIDS**

The tender bids shall be made in TWO SEPARATE SEALED ENVELOPES as follows:

### **(A) TECHNICAL BID**

The first envelopes shall be marked in bold letter as "TECHNICAL BID" which shall include the following in addition to the eligibility criteria:

- Earnest Money Deposit (EMD)
- Confirmation regarding furnishing Performance Security in case of award of contract
- Profile of the Organization
- Organization Structure
- Memorandum of Association/Articles of Association.
- PAN/TIN Card of the firm
- Authenticated copy of the certificates of incorporation/registration of the organization
- Authenticated copy of annual accounts for the last three years
- Certificate from HR mentioning resources deployed on project
- Authorization letter in the company letterhead authorizing the person signing the bid for this Tender
- Work orders of the cited projects if any applicable
- Order copy in executing & operation management of Government projects if any applicable
- Decision taken by the Board /authorized committee of the organization to submit the tender Bids published by HLL.
- Notarized undertaking /declaration issued on behalf of the strategic business partner by the Director /Official authorized by the Board to the effect that the Strategic partner will:-
  - (i) Provide service for the contract period stipulated by HLL or until terminated earlier by HLL.

- (ii) Pay compensation as claimed by HLL in the event of the strategic partner failing to provide services for the stipulated period.

### **(B) FINANCIAL BID**

The second envelope shall contain the financial proposal and shall be marked in bold letters as “FINANCIAL BID”. Prices shall be quoted in the prescribed format enclosed at “ANNEXURE-1” as per scope of work / service to be rendered.

#### **Financial Bid Submission**

- To be submitted by the bidders in their letter head.
- The SBA has to pay a monthly amount of INR 60000 or  $(20 + x)$  % of total Revenue (where x is Bidding Rate) whichever is higher per month.
- The service provider who is offering the highest percentage over and above 20% of Revenue for Women Care Center services shall be selected as the Strategic Business Associate of HLL for the project. The bidding rate “x” is this value which is over and above 20% of revenue.

### **7. EVALUATION OF BID**

**Scrutiny of Bids:** The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the Bid Enquiry Documents. The bids, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and may be ignored. The decision of the purchaser as to whether the Bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial bids of only those bidders, who qualify technical bid, will be considered.

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

**Bid Clarification:** Wherever necessary, the purchaser may, at its discretion, seek clarification from the Bidders seeking response by a specified date. If no response is received by this date, the purchaser shall evaluate the offer as per available information.

The financial bid shall be evaluated based on the lowest percentage offered by the party for managing the activities in the laboratories to maintain the Turnaround Time for all the tests.



HLL may reject all proposals if they are found to be unresponsive or unsuitable if they represent major deficiencies in complying with the requirements.

The selected strategic partner shall commence the services within 7 days of issue of LOI / Notice of Award by HLL.

**Mode of submission of BID:**

Documents in electronic form will not be accepted.

The documents eligibility criteria, EMD and other relevant documents may be submitted in a sealed envelope marked in bold letter as “TECHNICAL BID”

The second envelope shall contain the financial proposal and shall be marked in bold letters as “FINANCIAL BID”.

The offer shall contain no interlineations or overwriting except as necessary to correct errors, in which cases such correction must be initialed by the person or persons signing the Bid. In case of discrepancy in the quoted prices, the price written in words will be taken as valid.

**8. PERFORMANCE SECURITY**

- a. The successful bidder shall furnish a performance security in the form of a Bank Guarantee issued by a scheduled/nationalized bank in favour of HLL Lifecare Ltd for Rs.3.00 Lakhs. (Rupees Three Lakhs Only).
- b. The BG format shall be issued to the successful bidder by HLL.
- c. This shall be submitted within 15 days (minimum) of receiving of Notice for Award of Contract, failing which the EMD may be forfeited and the contract may be cancelled.
- d. The Performance security shall be liable for forfeiture, wholly or partly, in case of Violation of any of the terms and conditions of the contract and deficiency in service as agreed.
- e. The performance security will be released without any interest, within 60 days after the successful completion of the contract.

**Bid Validity**

The bids shall remain valid for acceptance for 180 days from the date of opening of Bids and the contract will be valid for duration of FIVE YEARS from the date of signing of the contract.

**9. PAYMENT TERMS**

Any payment to the party will be made on a monthly basis for the amount realized by HLL for the operations done at the women Care Center. It has to be noted that payment to the Strategic Business Associate will be done only after HLL receives the payment from the WCC.

Based on the bidding rate by the bidder the amount will be ascertained each month – If the value  $(20 + x)$  % of revenue (where x is the bidding rate) is higher than INR 60000 then that amount will be retained and balance will be transferred to SBA. If the amount is less than 60000 then HLL will retain INR 60000 and transfer the balance amount to SBA.

In any case SBA is supposed to provide an amount of Minimum INR 60000 to HLL. This has to be done in case of months where the total revenue is less than INR 60000 as well. It has to be noted that this amount is fixed considering the utility value of the space provided for the SBA to do undergo the WCC operations.

## **10. GENERAL CONDITIONS**

- I. The deadline for submission of the bid is 15:00Hrs. (IST) on 27<sup>th</sup> January 2020, Bid shall be submitted in sealed envelope clearly super scribing on top of envelope **“TENDER FOR SELECTION OF STRATEGIC BUSINESS ASSOCIATE IN WOMEN CARE CENTER AT HLL – HINDLABS TRIDA PREMISE, THIRUVANANTHAPURAM, KERALA, INDIA”**
- II. 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.
- III. Organizations/Individuals are requested to keep the information and details strictly confidential. We are looking for your support and co-operation in getting fully responsive bids.
- IV. HLL shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their Bids and other expenses.
- V. HLL reserves the right to reject any or all the Bids without assigning any reason thereof.
- VI. 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.

## **11. CONFLICT OF INTEREST**

- I. The selected Strategic Business Associates shall not engage in activities that are in conflict with interest of the client (HLL) under the assignment and they would not engage in any contract that would be in conflict of interest with their current obligations.

- II. The selected SBA that has a business of family relationship with such members of HLL staff who are directly or indirectly involved in this assignment will not be awarded the assignment.
- III. HLL reserves the right to negotiate with one or more applicant.
- IV. HLL reserves the right to engage more than one SBA for the same purpose based on requirement.
- V. Interested parties qualifying the following conditions may express their interest in writing with a brief on the proposed partnership to the following address along with relevant documents.

**Vice President (Sourcing)**  
**HLL Lifecare Limited**  
**HLL Bhavan, Poojappura**  
**Thiruvananthapuram-695012**  
**Kerala,**  
**India**

## **12. CONTRACT AGREEMENT**

HLL and the Strategic Business Associate shall sign a contract agreement prior to the setting up and operations of the center. The same shall detail the terms and conditions, under which the successful bidder shall conduct the business. The validity of the contract shall be for FIVE YEARS.

The performance of the business associate will be reviewed on completion of the contract and will be extended for further period if performance is found satisfactory and on mutual consent of HLL and Strategic Business Associate.

## **13. PENALTIES, EXIT & TERMINATION:**

- I. In the event of violation of the terms and conditions of the agreement, subject to the gravity of such violations, HLL reserves the right to impose a penalty as deemed fit on the Strategic Business Associate like forfeiting the security deposit , fully or in part. If there are repeated instance of violations, then the same shall amount to the termination of the agreement.
- II. HLL shall have the right to exercise exit of this Contract agreement, without assigning any reason, at any point of time, through a due notice of 3 months, by paying the book value of the initial capital investment made by the Strategic Business Associate on the centre, for which the book value calculation methodology shall be as per the relevant accounting standards.
- III. HLL reserves the right to terminate this contract under due notice, in case of any violation of the terms and conditions of the contract by the Business Associate. In such an event, HLL would take possession of

the center and the Strategic Business Associate shall not have any claim whatsoever on HLL. The paid up stocks belonging to the SBA should be cleared from the centre before the termination date.

#### **14. DOCUMENTS TO BE SUBMITTED**

- I. The Applicant should submit the following documents in hard copies in sealed envelope super scribed **HLL/CHO/SD/HCS/2019-20/TENDER002 – “TENDER FOR SELECTION OF STRATEGIC BUSINESS ASSOCIATE IN WOMEN CARE CENTER AT HLL – HINDLABS TRIDA PREMISE, THIRUVANANTHAPURAM, KERALA, INDIA”** dated **06/01/2020** while submission of application.
- II. Complete Profile of the Prospective Business Associate, as detailed below shall be furnished.
  - All Copies of Certificates establishing Eligibility (as detailed in section 2 of this document),
  - Registration of the firm (if applicable), Educational qualifications of the promoter
  - Financial status of firms: Audited balance sheet and Income statement duly signed by the statutory auditors and the authorized signatories in case of firms/companies.
  - PAN / Aadhar details of the bidder.
  - GST Registration certificate of the bidder.

**NOTE:** *Certified copies of documents submitted, as above, must be duly signed with seal*

#### **15. DISPUTE RESOLUTION**

##### **I. Arbitration:**

In case of any dispute or differences arising out of this Tender, then the same shall be settled amicably between the parties. If such dispute or differences does not get resolved within 30 days from the date of commencement of such discussion, then the same shall be referred to a Sole Arbitrator under the provisions of the Arbitration & Conciliation Act, 1996. Venue of such arbitration shall be Thiruvananthapuram. Proceedings of the Arbitration shall be in English and the Award of the Sole Arbitrator shall be final and binding upon the Parties.

##### **II. Jurisdiction:**

Subject to the Arbitration clause mentioned herein above any dispute arising out of this Tender shall fall under the exclusive jurisdiction of the Courts at Thiruvananthapuram.

### 13. FORCE MAJEURE

If, at any time, during the continuance of this Contract agreement, the performance in whole or in part by either party of any obligation under this Contract agreement is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this Contract agreement nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the Contract agreement shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the HLL as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this Contract agreement is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the Contract agreement. Provided, also that if the Contract agreement is terminated under this clause, the HLL shall be at liberty to take over from the Business Associate at a price to be fixed by the HLL, which shall be final, all unused, undamaged and acceptable materials, bought out components etc. which may be in possession of the business associate at the time of such termination or such portion thereof as HLL may deem fit, except such materials, bought out components and stores as the business associate may with the concurrence of the HLL elect to retain.

**ANNEXURE- 01**

To  
 Vice President (sourcing)  
 HLL Bhawan  
 HLL Lifecare Ltd  
 Poojappura  
 Trivandrum- 695012

**FINANCIAL BID**

<b>The minimum percentage of total Revenue to be offered by the bidder to HLL (%)</b>  <b>(A)</b>	<b><u>BIDDING RATE</u></b> The percentage of revenue offered by the bidder to HLL after considering all the expenses at WCC which includes but not limited to the charges of Machines, Gynaecologist , consumables, warranty, CAMC - <b>over and above the minimum percentage offered in column A that is 20%</b>  <b>(X)</b>	<b>Total percentage of Revenue offered to HLL by Bidder (%)</b>  <b>(A +X)</b>
<b>20 %</b>		

**NOTE:**

1. It has to be noted that HLL expects minimum revenue share of INR 60000.00 every month from SBA.
2. If total percentage (A+X) of monthly revenue is more than INR 60000 then that amount will be provided to HLL for that month.
3. The bidder quoting maximum value for A+X will be considered as Highest Bidder (H1 Party) and they will be awarded contract.
4. It has to be ensured that X should not be Zero and such bids will be rejected where the bidder has kept the offer as only 20%.