

AMENDMENT NO.1

Ref:Expression of Interest (EOI) for selection of Strategic Partner for Investment on New Labs; Maintenance of Existing and New Labs and Business Development for all Diagnostic labs of HLL. EOI no: HLL/CHO/HCS/SD/PATHLABS- SP/2018-19/EOI 008 dated 31st Jan 2019

The following change is being incorporated in the above referred Expression of interest Enquiry Document.

SI No	Existing EOI details	Amended EOI details:
1	TITLE: EXPRESSION OF INTEREST (EOI) FOR SELECTION OF STRATEGIC PARTNER FOR INVESTMENT ON NEW LABS; MAINTENANCE OF EXISTING AND NEW LABS AND BUSINESS DEVELOPMENT FOR ALL DIAGNOSTIC LABS OF HLL.	TITLE: EXPRESSION OF INTEREST (EOI) FOR SELECTION OF STRATEGIC PARTNER FOR NEW & EXISTING DIAGNOSTIC LABS OF HLL, FOR BUSINESS DEVELOPMENT, ESTABLISHMENT, OPERATION AND MAINTENANCE AS PER THE QUALITY REQUIERMENT & UNDER THE ADMINISTRATIVE MANGEMENT OF HLL IN INDIA
2	SCOPE OF SERVICE: TAT Penalty: In the event if there is any delay in TAT as per Annexure 3, the penalty shall be imposed by HLL on the Strategic Partner at the same terms and condition as HLL is having with the client (NHM Assam or any other HLL client).	SCOPE OF SERVICE: TAT Penalty: In the event if there is any delay in TAT, the penalty shall be imposed by HLL on the Strategic Partner at the same terms and condition as HLL is having with the client. The tests and the TAT penalty shall be depended on the respective projects and may vary and the final decision on the addition or deletion of tests and its TAT shall be by HLL.
3	The clause under scope of service: The indicative list of tests as per the NFDS is provided as Annexure-3. Please note that the tests provided in the list are just indicative and are subject to change. HLL will have the rights to delete or add any test at any stage.	This clause stands deleted

4	<p><u>The clause under Performance Security :</u> 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.50 Lacs. (Rupees Fifty Lacs Only). The BG format shall be issued to the successful bidder by HLL.</p>	<p><u>The clause under Performance Security</u> Bidders shall submit an EMD of Rs. 20 lakhs (Twenty Lakhs) . EMD shall be returned to the unsuccessful bidders after the finalization of the EOI. The validity of the EMD shall be for 90 days which means if the EOI selection process is not completed within 90 days from opening of the technical bid of the EOI, then the EMD shall be returned to the Bidder.</p> <p>The EMD shall be converted into security deposit for the successful Bidder. In addition to this, the successful bidder will have to pay a performance security based on the value and other terms and conditions of the specific projects (the performance security shall be arrived as a percentage of the value of the project and/ or the specific requirement for performance security of the respective project). This performance security to be paid by the successful bidder shall be decided by HLL based on the factors mentioned above.</p> <p>If the project does not commence within 6 months of bid finalization, then the successful bidders, can either retain or can withdraw the security deposit. In case if the bidder is withdrawing the security deposit, the contract between HLL and the Bidder shall be considered as terminated.</p>
5	<p>Bank Guarantee format was not provided in the initial EOI document.</p>	<p>Format of bank guarantee is attached as Annexure 5.</p>
6	<p>The additional points which were not mentioned in the initial EOI document is given in the adjacent column.</p>	<p><u>The following clause be added under General conditions:</u> 1.The rental agreement and shop act license for the premises taken for setting up lab shall be in the name of HLL Lifecare Ltd. If strategic partner signs the rental agreement, the agreement shall mention for establishing “Hindlabs” and the strategic partner shall sign a back-to-back agreement with HLL mentioning the details of the lab taken for</p>

		<p>establishing Hindlabs of HLL and share the rental agreement copies to HLL.</p> <p>2.The new laboratory equipment if required shall be purchased by the strategic partner to process it in consultation /approval from HLL and the details of POs for all equipment shall be shared to HLL. The specification for the equipment shall be provided by HLL. The parameters like, make, model and other critical parameter shall be approved by HLL.</p>
7	<p><u>Mode of submission of BID/Eoi PAYMENT TERMS:</u> Within 45 Days from the receipt of bills by HLL.</p>	<p><u>Mode of submission of BID/Eoi : PAYMENT TERMS:</u> Within 14 Days from the receipt of payment by HLL from the client and this is depends on case to case basis.(The client may be a single entity or may be several entities)</p>
8	<p><u>The clause under Liquidated Damages</u></p> <p>a. If the successful bidder fails to execute the contract with in the stipulated time , there shall be levied liquidated damages which will be equal to 0.5 % of the value of the Performance Security for each week of delay till the delay continues, up to a maximum limit of 5% value of the Performance Security.</p>	<p><u>The clause under Liquidated Damages</u></p> <p>The successful bidder fails to execute the contract with in the stipulated time there shall be levied a liquidating damage in line with the conditions mentioned in the contract between HLL and client. The liquidated damage shall be decided by HLL considering the conditions of the specific projects.</p>
9	<p>Amount incurred for the arbitration process: The detail was not provided.</p>	<p>Amount incurred for the arbitration process: The amount incurred shall be equally borne by HLL and the selected strategic partner.</p>
10	<p><u>the clause under Bid Validity</u></p> <p>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 10 years and will be extended for further period on mutual agreed terms.</p>	<p><u>the clause under Bid Validity</u></p> <p>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 5 years and may be extended for further period of 5 years on mutually agreed terms.</p>

11	<p><u>The clause under 5. Financial Bid Submission</u> The service provider who is offering the lowest percentage for Investment, business development & managing HLL's labs across Assam shall be selected as the Strategic Partner of HLL for the project in Assam.</p>	<p><u>The clause under 5. Financial Bid Submission</u> The party who is offering the lowest percentage for business development, establishment, operation and maintenance of HLL's labs shall be selected as the successful bidder as a Strategic Partner of HLL for existing and upcoming project across India.</p>
----	--	---

ANNEXURE 5: EMD BANK GURANTEE FORMAT

Whereas _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) for the supply of _____ (name and/or description of the goods) (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 "theBank") 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:

1. 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
2. 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 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)

All other contents of the EOI enquiry including terms & conditions remain unaltered.

Note:

- i. Prospective Bidders are also advised to check the website regularly prior to the closing date and time of submission of bids