



Invitation For Expression Of Interest (EOI)

To Build, Operate and Manage Pharmacy Outlets, Diagnostic Labs, Diagnostic Imaging Centres at various locations or as standalone service centres across India

Under rate contract for 36 months

EOI No. HLL/MKTG/SD/2013-14/02 DT. 15-04-2013

HLL Lifecare Limited

(A Govt. of India Enterprise) HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India Tel: +0471 2354949, 2350959, 2350961, 2356352. Website – <u>www.lifecarehll.com</u>





HLL LIFECARE LIMITED

(A Govt. of India Enterprise) HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +91 471 2354949, 2350959, 2350961, 2356352. Website – www.lifecarehll.com

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EOI No	:	HLL/MKTG/SD/2013-14/02 Dt. 15-04-2013
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	15.04.2013, 10.00 Hrs
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	29.04.2013, 13.00 HRS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	29.04.2013, 14.30 HRS
TIME AND DATE OF OPENING OF TECHNICAL BIDS	:	29.04.2013, 15.00 HRS
PLACE OF OPENING OF BIDS	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India
ADDRESS FOR COMMUNICATION	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India E-mail: <u>vgpillai@lifecarehll.com</u> / <u>hllsd@lifecarehll.com</u>

The Bid Documents can be downloaded from our website <u>www.lifecarehll.com</u>. The bid documents are non transferable.





HLL LIFECARE LTD (A GOVT. OF INDIA ENTERPRISE)

INVITATION TO EXPRESSION OF INTEREST (EOI)

M/s. HLL Lifecare Ltd invites EOI to Build, Operate and Manage Pharmacy Outlets, Diagnostic Labs, Diagnostic Imaging Centres at various locations or as standalone service centres across India.

1. <u>COMPANY BACKGROUND:</u>

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 intends to find interested and eligible parties to Build, Operate and Manage Pharmacy Outlets, Diagnostic Labs, Diagnostic Imaging Centres at various locations or as standalone service centres across India. The EOI consist of two bid system.

- Technical Bid
- Financial Bid

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

2. <u>GENERAL SCOPE:</u>

The scope of work is as under:

- 1. Build, operate and Manage Pharmacy outlets which include procurement and supply of Generic Drugs, Branded Drugs, Life Saving Drugs, Medical implants and Surgical disposables. 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 mainly targeting the States of Orissa, Bihar, Jharkand, Andhra Pradesh, Rajasthan, Maharashtra & Madhya 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 centers will be provided by HLL to bring a Standardized Operating System with similar centers of HLL across India.





3. BID DATA SHEET:

Address for communication and subsequent Correspondence	Deputy Vice President (SD & CTD) HLL Lifecare Ltd. (A Govt. of India Enterprise) HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +91 471 2354949, 2350959, 2350961, 2356352. Email – <u>vgpillai@lifecarehll.com</u> , <u>hllsd@lifecarehll.com</u> Website – www.lifecarehll.com				
Date of commencement of downloading of Bid documents and duration	15.04.2013 to 29.04.2013 till 13:00 hrs IST				
Bid validity	36 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 Bids.	Date:29/04/2013, Time: 14:30 Hrs.				
Date, time and place of opening of Technical Bids	29.04.2013 at 15:00 hours Venue - HLL Lifecare Ltd. (A Govt. of India Enterprise) HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +91 471 2354949, 2350959, 2350961, 2356352.				

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, Thiruvananthapuram by the closing date i.e. Date:**29/04/2013**, Time: 14:30 Hrs. The technical bids will be opened as scheduled in the presence of the bidders, who opt to be present on **29.04.2013 at** 15:00 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 critera , only the Technically qualified Bidders will be asked to submit the Financial Bids. Detailed scope of work will be intimated to technically qualified bidders. The date, venue and other details pertaining to Financial Bid will be intimated separately.

4. <u>ELIGIBILITY/ QUALIFICATION CRITERIA</u>:

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 Build, Operate and Manage Pharmacy Outlets, Diagnostic Labs, Diagnostic Imaging Centres at various locations or as standalone service centres across India to fulfill the requirements under this EOI. The Private / Corporate hospitals or their associate companies / Firms are not eligible to participate in the Tenders.





- I. Bidders shall have minimum 5 years of relevant experience of running Diagnostic Imaging centres, Diagnostic Labs and Pharmacy outlets inside Hospitals / Institutions having not less than 500 (Five Hundred) beds. Experience in Super Specialty hospitals will be preferred. Bidders must submit the original of the above experience certificates issued by the hospitals / Institutions or duly notarized copies along with the Technical Bid confirming the minimum experience eligibility criteria
- II. The bidder should furnish necessary documentary evidence to substantiate that they have prior experience in running pharmacy outlets and the procurement of medicines/drugs for the same from quality manufactures/suppliers confirming to IP / NFI / BP / USP or equivalent specification. To prove this Bidder should submit copies of Purchase Orders issued to manufactures/suppliers pertaining to procurement of Drugs / medicines in any two financial years during last three years.
- III. Parties having a minimum total turnover of Rs. 20.00 Cr in last 3 financial years with at least a minimum of Rs.5.00 Cr turnover in any given year in the last three financial years are only eligible to participate in the tender. Bidders must submit their Balance sheet, profit and loss account for preceding three financial years i.e. 2010-11, 2011-12, 2012-13 supporting their turnover, duly certified by Chartered Accountant.
- IV. 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 :

- I. 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.
- II. Duly filled and signed bid form as per the format given in Annexure I
- III. Power of attorney duly notarized to sign the bid document
- IV. Sales Tax Clearance certificate
- V. Copy of PAN Card / Exemption certificate from Income Tax Department.
- VI. Details of Bidder's firm including number of staff, turnover and years in business etc.
- VII. Brief about relevant similar past projects handled and past experience there on.
- VIII. ITRs for last three years duly certified by Chartered Accountant.
- IX. Certificate of incorporation / Memorandum of Article
- X. 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:

- I. Bidders may download the EOI documents from the website <u>www.lifecarehll.com</u> and submit their Bid by utilizing the downloaded document, 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 Thiruvananthapuram favoring HLL Lifecare Limited.
- II. Prospective Bidders may seek any clarification by mail on or before 12.00 Noon on 22.04.2013.
- III. Bidders shall ensure that their tenders are complete in all respects and are received at the office of Deputy Vice president (CTD & SD), HLL Lifecare Ltd., Thiruvananthapuram 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.
- IV. Bidders shall submit the sealed technical bids in two separate sealed covers super scribing the covers **ORIGINAL** and **COPY**.
- V. Bidders may submit separate bids for
 - a) Diagnostic Labs
 - b) Diagnostic Imaging centers and
 - c) Pharmacy outlets
- VI. The financial bid will be invited only from technically qualified bidders fulfilling the eligibility Criteria.
- VII. Bid must accompany an EMD of Rs. 10,00,000/- (Rupees Ten Lacs only) for Diagnostic Labs, Diagnostic Imaging centers and Pharmacy outlets 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.
- VIII. 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.
- IX. 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.
- X. Bidders shall ensure that their tenders are complete in all respects and received at HLL Lifecare Ltd, HLL Bhavan, Poojapura, Thiruvananthapuram-695012 on or before the closing date and time indicated in the Bid Data Sheet as above, 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:





- I. 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
- II. 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. <u>COST OF BIDDING:</u>

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:

- I. 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 22.04.2013. The Purchaser will respond in writing to any request for clarification of Bidding Documents.
- II. 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:

- I. Bank Draft / Banker's cheque towards Bid Document fees for Rs.5000/-
- II. EMD of Rs. 10, 00,000/- (Ten Lakhs only) as per clause No.6 (Point no.VII).
- III. 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 29.04.2013 at 15.00 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. <u>BID VALIDITY:</u>

The BIDS quoted should be valid for 36 months from the date of opening of the Bid.

14. MODIFICATION AND WITHDRAWAL OF BIDS:

- I. Bids once submitted should not be modified. However in exceptional cases where modification is inevitable, the following procedure for the same should be adopted.
- II. Modification will be permitted only if a written notice of the same is received by HLL prior to the deadline prescribed for bid submission.
- III. 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.
- IV. 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.
- V. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validly period specified.
- VI. 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.
- VII. 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.
- VIII. 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:

- I. 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).
- II. 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

- I. HLL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether requited securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- II. HLL will ensure that each bid is from an eligible Bidder.
- III. 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.

- I. The following are some of the important aspects for which a tender shall be declared non-responsive:
- Tender along with tender form & Annexures not submitted / submitted unsigned.
- Copy of entire set of tender document with signature and seal is not enclosed.
- Tender validity is shorter than the required period.
- Required EMD had not been provided.
- Bidder has not agreed to the essential tender terms & conditions.
- Bidder who stand de-registered / banned / blacklisted by any government or other statutory authorities.
- The Bidder does not meet the qualification criteria as mentioned in Bid Document.
- Conditional offers not conforming to HLL's terms and conditions, descriptions / Specifications mentioned herein shall not be accepted / considered.
- II. 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.
- III. 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. <u>AWARD OF CONTRACT:</u>

- I. Successful bidder must sign the agreement with HLL within 10 days from the date of Notification of Award.
- II. Contract will be initially valid for a period of 36 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 contact 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. <u>CONFIDENTIALITY:</u>

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:

- I. 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.
- II. HLL Lifecare Limited reserves its right either to select or reject any offer without assigning any reasons.
- III. 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.





ANNEXURE I

BID FORM

Date _____

То

Deputy Vice President (SD & CTD) HLL Lifecare Ltd. (A Govt. of India Enterprise) HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India

Ref. Your EOI No. HLL/MKTG/SD/2013-14/02 Date: 15.04.2013

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

Τo,

Deputy Vice President (SD & CTD) HLL Lifecare Ltd. (A Govt. of India Enterprise) HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India

Dear Sir,

This is to certify that our company has not been convicted by any court of law in India or abroad and dont 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 to Build, Operate and Manage Pharmacy Outlets, Diagnostic Labs, Diagnostic Imaging Centres at various locations or as standalone service centres across India (hereinafter called "the Bid").

KNOW	ALL	PEOPLE	by	these	presents	that	WE			(name	of	bank)	of
		((Name	e of	f Coun	try),	having	our	registered	off	fice	at
					_ (address	s of ba	ank) ((hereinaftei	r called	"the Bank") a	are bo	ound u	nto
				_ (nam	e of purcl	haser)	(here	einafter ca	lled "the	e Purchaser")	in th	e sum	of
				fo	r which p	aymer	nt we	ll and truly	to be	made to the s	said F	Purchas	ser,
the Bar	nk bind	ls itself,	its s	uccesso	ors and as	signs l	by the	ese presen	ts. Seale	ed with the Co	ommo	on Seal	of
the said	d 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 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)

HLL/MKTG/SD/2013-14/02 DT.15-04-2013

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Annexure IV

SELF-DECLARATION

Τo,

Deputy Vice President (SD & CTD) HLL Lifecare Ltd. (A Govt. of India Enterprise) HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India

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:

Common Seal: