



**NOTICE INVITING**  
**EXPRESSION OF INTEREST**

**FOR SELECTION OF STRATEGIC PARTNER FOR BUSINESS ASSOCIATE FOR  
CONDUCTING DIAGNOSTIC TEST AT HLL CENTRES LOCATED ACROSS  
INDIA ON COST PER REPORTABLE TEST BASIS**

**19<sup>th</sup> September 2018**

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

**HLL/CHO/HCS/ ML/2018-19/05 EOI dated 19-09-2018**

Date of opening Notice Inviting EOI	<b>19-09-2018 10.00 Hrs.</b>
Last date for submission of the application	<b>11-10-2018 15.00 Hrs.</b>
Date & Time of Opening Eoi	<b>11-10-2018 16.00 Hrs.</b>
Venue of opening Eoi	<b>Application submission Address</b>
EOI Application Money *	<b>Rs. 5000/-</b>
Earnest Money Deposit (EMD)	<b>Rs. 1, 00,000/- Per each Indian state for which the bidder would like to participate.</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>Associate Vice President (Marketing), HLL Lifecare Limited, Corporate Head Office, HLL Bhavan, Poojappura, Trivandrum 695012 Ph.: 0471-2354949 Email:sdhcsouth@lifecarehll.com</b>

\* EOI application money & EMD shall be submitted as a demand draft favoring “HLL Lifecare Ltd” payable at **Thiruvananthapuram**

## **NOTICE INVITING EXPRESSION OF INTEREST**

Invitation of “Expression of Interest (EOI) for selection of strategic partner for business development of Medical laboratory services at various locations in 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 Eoi from eligible applicants as strategic partner/Business Associates for setting up, operate and maintain Medical Laboratory Services at HLL Centres Located across India on Cost per reportable test basis.

The Healthcare Services Division has numerous projects in hand and intends to explore the possibility to have business associates for upcoming projects. This Expression of Interest (EOI) and bid is invited for selection of a Strategic partner for business associate for performing various test at HLL Diagnostics Centres across India on cost per test basis as per the quality standards of HLL. The strategic partner will have to perform tests mainly in the below mentioned category on Cost per test basis:

- a) Clinical Pathology
- b) Biochemistry
- c) Serology
- d) Hematology
- e) Immunology
- f) Microbiology
- g) Cytopathology
- h) Histopathology
- i) Molecular Diagnostics

The strategic partner will have to install and operate equipment required for conducting these tests at the designated HLL Premise. The strategic partner shall have to appoint such qualified personnel required for carrying the required tests. The strategic partner shall bear the cost of the manpower, reagent and consumables and all other cost which will be required for performing the above mentioned tests.

**Selection of business segment and facilities offered at each unit shall be decided based on market potential and requirement by HLL.**

## **2. Eligibility**

2.1 The Parties who submit the EoI (Herein after referred as Parties) must have minimum 3 years of relevant business experience in running a Diagnostic/Pathology lab.

2.2. The Original Equipment Manufacturer (OEM) can also bid for their relevant core segment.

2.3. Turnover of the parties submitting EOI shall be Minimum Rs. 2 Crores in the Financial Year 2016-17 and 2017-18 (In both the years), exclusively from the Healthcare Business.

The Turn over certificate duly certified by a Chartered Accountant shall be submitted as proof of the above.

2.4. The Net Worth of the party shall be positive in any one year of the last 3 financial years. Balance sheet and P & L Account duly certified by a Chartered Accountant for the last 3 financial year shall be submitted along with the EOI as a proof for positive net-worth.

2.5. 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.

2.6. The parties submitting EoI should be ready to extend long term support to meet requirements of customers.

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

The strategic partner shall provide the following service:

3.1. Install the equipment required for performing the tests as decided by HLL.

3.2 Recruit dedicated manpower as per the qualification specified by HLL, required for performing the tests and bear the cost of salary and other expenses towards the same.

3.3 Procure all the reagents and the other consumables which will be required for Conducting the various tests.

3.4 The cost for performing the tests will be obtained in price bid from the technically qualified parties.

- 3.5. Maintain the quality standards followed and implemented by HLL.
- 3.6. Follow the SOP's implemented by HLL
- 3.7. Meet the operational and recurring expenses for the facility.
- 3.8. Day to day coordination with all stakeholders.
- 3.9 The utility charges like electricity, water etc shall be born by HLL.
- 3.10 The bidder has to perform report authentication as per MCI/NABL guidelines wherever applicable.
- 3.11 Provide adequate technical manpower and machinery to do the health check-up Camps / Medical Screening as per HLL's demand
- 3.12 The bidder shall have to provide the report as per the TAT as decided by HLL.

#### **4. SELECTION PROCESS**

- 4.1. The service providers shall be shortlisted/ empanelled based on the evaluation of EOI submitted. The EOI will be evaluated based on the eligibility criteria to select the qualified service providers.
- 4.2. HLL may invite price bid/tender only from shortlisted/ empanelled parties based on the EOI evaluation.
- 4.3. HLL may reject proposals if they are found to be unresponsive to the requirements.

#### **5. OTHER CONDITIONS:**

- 5.1. Depending on the Diagnostic Requirement of HLL, separate financial quotes will be invited from eligible empanelled Strategic Partner based on the diagnostic facility requirement.
- 5.2. Along with the financial bid request HLL will specify certain business model acceptable to HLL.
- 5.3. At the time of submission of financial quote, Strategic Partner can quote separately for their interested locations and can choose their suitable business model.
- 5.4. Strategic Partner can also suggest alternate models in addition to the quotes for the aforesaid models, the suggested model shall be evaluated and considered on a later stage if found feasible.
- 5.5. The decision to choose any particular model for a particular Facility and location will rest with HLL.
- 5.6. Strategic Partner shall make independent assessment of patient loads/business at all the locations where they are interested and the financial quotes shall be based on the same. The assumptions adopted behind the quotes may also be made available to HLL for the purpose of evaluation of quotes.

#### **6. GENERAL**

- 6.1 The deadline for submission of the EOI bid is 16:00Hrs. (IST) on 11<sup>th</sup> October 2018. Expression of Interest shall be submitted in three copies in sealed envelope

clearly super scribing on top of envelope “FOR SELECTION OF STRATEGIC PARTNER FOR BUSINESS ASSOCIATE FOR CONDUCTING TEST AT HLL DIAGNOSTIC CENTRES LOCATED ACROSS INDIA ON COST PER REPORTABLE TEST BASIS”.

- 6.2 Separate tender mentioning the various techno-commercial terms for all the Business segments will be invited from the qualified parties among the same EOI.
- 6.3 While the EOI responses may contain indicative commercially relevant information, it will not be construed to be a commercial bid.
- 6.4 The company is open to innovative business models to enhance the efficiency and quality services in the healthcare services Industry through alliance with Strategic Partners. Once the EOI's are received, HLL will evaluate and finalize the most suitable model for its participation in these growth business segments.
- 6.5 Eoi submitted for each business segment may not to exceed Ten (10) pages - The submission may be organized in one document with each page marked with the title of submission and the name of the parties. A summary may be separately attached, if deemed helpful. Each response should contain following minimum information:
  - Background about the Parties.
  - The Core Competencies/ Core Area of working of the Organizations.
  - Experience in India, and/or other key markets.
  - Scope of Work and Detailed execution methodology envisaged by organizations.
  - The Business Models which the organization proposes to partner with HLL for each facility.
  - Evidence of previous proven track record in management and execution/Operation of Dialysis Projects/ Medical Laboratory Facility/ Medical Imaging Facility/Polyclinic etc
- 6.6 While the Expression of Interest 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, statue, 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.
- 6.7 Organizations are requested to keep the information and details strictly confidential. We are looking for your support and co-operation in getting fully responsive Expression of interest.
- 6.8 HLL shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their EOI and other expenses.

- 6.9 HLL reserves the right to reject any or all the Expressions of Interest without assigning any reason thereof.
- 6.10 The process of inviting EOI is for ascertaining various options available to HLL. After evaluation / examination of the offers, HLL may at its sole discretion decide further course of action.
- 6.11 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.
- 6.12 **Conflict of Interest.**

The selected Strategic Partners 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. The selected Strategic Partner 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.

- 6.13 HLL reserves the right to negotiate with one or more applicant.
- 6.14 HLL reserves the right to engage more than one Strategic Partners for the same state/client

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.

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

7. **Earnest Money Deposit (EMD):** The bidders are requested to submit an EMD of Rs.1 00,000/- (Rupees one lakh only) each for every state they intend to submit their price bid. The EMD shall be submitted by way of Demand draft (DD) favoring M/s. HLL Lifecare Ltd. drawn on any scheduled commercial bank and payable at Thiruvananthapuram. The EMD DD shall be valid for a minimum period of 6 months from the date of submission. EMD shall not carry any interest and would be returned to unsuccessful bidders after finalization of the successful bidders for each state. EMD of successful bidders shall be converted into Cash deposit payable by the Business associate once the project commences. If the project does not commence within 6 months of bid finalization, then the successful bidders, if they wish to retain their bid validity, then they shall either retain the EMD with HLL or shall submit a Bank

Guarantee of Rs.1 lakh in lieu of the EMD submitted and seek refund of the EMD amount.

## 8. Contract agreement-

### Terms and Conditions

**Contract agreement:** HLL and the 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 (Licensee) shall conduct the business. The validity of the contract shall be for 5 years. The performance of the business associate will be reviewed annually and the agreement will be further extended if the performance is found satisfactory.

## 9. Penalties, Exit & Termination:

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 Business Associate and Business Associate shall comply with the same. If there are repeated instance of violations, then the same shall amount to the termination of the agreement.

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 Business Associate on the centre, for which the book value calculation methodology shall be as per the relevant accounting standards.

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. The paid up stocks belonging to the BA should be cleared from the centre before the termination date.

## 10. Documents to be submitted

The Applicant should submit the following documents in hard copies in sealed envelope superscribed “**HLL/CHO/HCS/ ML/2018-19/05 EOI for selection of strategic partner for business associate for conducting diagnostic tests at HLL Centres Located Across India on Cost per reportable test basis dated 18-09-2018**” while submission of application:

Complete Profile of the Prospective Business Associate, as detailed below shall be furnished.

1. Copies of Certificates establishing Eligibility criteria, Registration of the firm, Educational qualifications of the promoter
2. Financial status of firms: Audited balance sheet and Income statement duly signed by the statutory auditors and the authorised signatories in case of firms/companies

3. PAN / Aadhar details of the bidder
4. Certified copies of documents submitted, as above, must be duly signed with seal
5. All other documents as detailed in sub clause number 6.5 under the clause 6 "General".

## **11. Dispute Resolution:**

### **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.

### **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.

## **12. 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.