

HLL Biotech Limited
(A Government of India Enterprise)
(A Subsidiary of HLL Lifecare Limited)
Corporate identity number of HBL: U24290KL2012GOI030732 dtd 12.3.12

BID REF No: HBL/IVC/LTE/CLEAN_ROOM_TELEPHONE/17-18 dated 13.10.2017

**E-TENDER FOR CLEAN ROOM TELEPHONE AT INTEGRATED VACCINE
COMPLEX, CHENGALPATTU**

INTRODUCTION OF THE COMPANY

HLL Biotech Limited (HBL) was incorporated as a subsidiary of HLL Lifecare Ltd, a Government of India Enterprise under the Ministry of Health and Family Welfare, Government of India. HBL is conceived to take the lead role in providing products, services and assistance in achieving our country's goals in immunization and eradication of deadly diseases.

HBL is setting up an Integrated Vaccine Complex (IVC) at Chengalpattu, an emerging industrial hub in the southern tip of Chennai, Tamilnadu state. Project outlay for IVC is Rs 6.00 Billion and 75% of the products & services will be designed to meet the targets of the Universal Immunization Policy (UIP) of the country.

This project has been declared as a "Project of National Importance" by the Government of India.

SCOPE OF WORK

The scope of work is **Supply of Clean Room Telephone at Integrated Vaccine Complex, Chengalpattu.**

Schedule No.	Equipment	Qty
1	Clean Room Telephone – SS 304	154 No's

Consignee Address:

HLL Biotech Limited, Integrated Vaccines Complex, SF No 192 & 195, Thirumani Village, Chengalpattu– 603001 Tamil Nadu, India.

DETAILS REGARDING IMPORTANT DATES ARE AS FOLLOWS:

S No	Description	Schedule
i.	Pre-Bid meeting date and time.	20.10.2017 at 14:30 Hrs
ii.	Closing date & time for receipt of Tender	30.10.2017 at 15:00 Hrs
iii.	Time and date of opening of Technical Bids	30.10.2017 at 15:30 Hrs
iv	Venue of Pre-Bid meeting	HLL Biotech Limited, Integrated Vaccines Complex, SR No 192 & 195, Thirumani Village, Chengalpattu– 603001 Tamil Nadu, India
v	Venue of Opening of Techno Commercial Bids	Online (e-Tender), IVC Chengalpattu.

1. Instruction to Bidders

1.1 The bid is invited for the **Supply of Clean Room Telephone**. All bidders who qualify the eligibility conditions as detailed in the bid document are eligible to participate except in the case of firms who are blacklisted / barred by competent agencies or HBL in participation and award of such contracts.

1.2 **Non-Refundable e-Tender Processing Fee – Rs.2,950/- (inclusive of GST)** shall be payable online to M/s ITI Limited, Chennai through their e-payment gateway by credit / debit card or internet banking facility.

1.3 Due date of submission of the bid will be on **30.10.2017 at 15:00 Hrs**. The technical bid will be opened on the same day at **15:30 hrs**. The financial bid of only those bidders who are qualifying the minimum eligibility criteria & technical specification will be opened. The date & time of financial bid opening shall be intimated separately to the technically qualified parties.

- 1.4 Bids shall be valid for 120 days from the date of technical bid opening.
- 1.5 The bids should contain complete technical specification of the equipment along with detailed illustrations and diagrams to facilitate evaluation.
- 1.6 For any queries regarding e-tendering, the bidder can contact the following executives of **M/s. ITI Limited, Chennai:**
 - 1.6.1 Jagdeeshan – 8144830328/9043551915
 - 1.6.2 S Dinesh – 9894191904
 - 1.6.3 S Kirubakaran – 9962676264
 - 1.6.4 S Madan – 9941947400
 - 1.6.5 Bangalore Helpdesk – 080 40482000

2. Mode of submission of Bids

- a. EMD (Earnest Money Deposit) shall be submitted in the mode of Net banking or debit/credit card through the e-payment gateway provided by the www.tenderwizard.com/HBL web portal.
- b. EMD Amount: **Rs. 50,000/-** (Rupees Fifty Thousand only)

DOCUMENTS TO BE FILLED, SCANNED AND UPLOADED IN THE E-TENDERING WEBSITE WITHIN THE PERIOD OF TENDER SUBMISSION

- a. **Annexure: I** Datasheet dully signed and stamped on all the pages
- b. **Annexure : II** (Bid Data sheet) - duly filled, signed and stamped
- c. **Annexure: III** Documents required as per Minimum Eligibility Criteria
- d. **Annexure: IV** (Bid form) - duly filled, signed and stamped
- e. **Annexure : V** (Manufacturer Authorization Form) - duly filled, signed and stamped
- f. **Annexure: VI** (Drawings if any)
- g. Deviation list shall be attached if any
- h. **Tender document and addendum/corrigendum** – all the pages of documents shall be duly signed and stamped.

Tenderers are requested to comply with the following instructions:

- a. **Contractor can upload documents in the form of JPG format/ PDF format or any applicable format. The size of individual file should not exceed more**

than 5MB.

- b. After submission of the online bid the contractor can re-submit revised online bid any number of times but before last date and time of submission of tender as notified.
- c. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last date and time of submission of tender as notified.
- d. The rate (s) must be quoted in decimal coinage. Tenderers must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink color and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0”. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO).
- e. The rate quoted shall be inclusive of all applicable taxes.

3. Minimum Eligibility Criteria

1. “The Tenderer:
Has to be a manufacturer of the equipment.
(OR)
Has to be an authorised Indian representative / agent of the original equipment manufacturer/s of the equipment mentioned above. In case of authorized dealer / agent, the Manufacturer’s Authorization Certificate / Form (as shown in Annexure – V of tender document) from the Manufacturer to be attached.
2. The bidder must have proven and demonstrable experience in supply a minimum of 25 numbers of the tendered equipment during the last five financial years. PO copies shall be submitted for the same as a documentary proof.
3. The average annual turnover in the last 3 Financial Years should not be less than Rs. 15 Lakhs.
4. The Bidder should have valid Registration No. of GST and PAN number.

5. Net worth of the Tenderer should be positive during the last three financial years. Financial statements (Profit & Loss statement and Balance sheet) duly audited and certified by a CA for the last three financial years to be provided.

Note:

“The Purchaser reserves the right to assess the Tenderer’s competency to perform the contract satisfactorily by inspecting their facility. Such assessment shall be done for each technically responsive bidder before opening the Price Bid.”

4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word “origin” incorporated in this clause means the place from where the goods are manufactured, produced or processed or from where the services are arranged.

5. Bid Evaluation

Bid determined to be substantially responsive will be checked by HBL for any arithmetic errors and the same will be corrected as follows:

- a. Where there is a discrepancy between the rates in figures and in words, the rates in words will prevail.
- b. Where there is a discrepancy between the unit price and the total price resulting from the multiplying the unit price by the quantity, the unit price as quoted shall prevail.
- c. The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.

6. Tender Price & Documents

For domestic goods or goods of foreign origin located within India, the price of the goods should be quoted on **FOR IVC Chengalpattu basis** with the detailed breakup of ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including GST.

- b) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule.

For IVC Chengalpattu price will be considered for comparison and evaluation.

Distribution of Dispatch Documents for Clearance/Receipt of Goods

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee, to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract.

The usual documents involved and the drill to be followed in general for this purpose are as follows.

Within 24 hours of despatch, the supplier shall notify the purchaser/consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to be submitted as per the instruction of purchaser:

- I. Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- II. Two copies of packing list identifying contents of each package.
- III. Inspection certificate issued by the nominated Inspection agency, if any.
- IV. Certificate of origin.
- V. Insurance Certificate
- VI. Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

7. Exemptions/Forms

HBL will not provide any duty exemption.

8. Rejection of bids

Notwithstanding the above conditions, HBL reserves the right to accept or reject any offer, and to annul the tender process and reject all offers, at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for HBL's action.

9. Notification of Award

- 9.1 Prior to the expiry of the period of offer validity prescribed by HBL, HBL will notify the successful Bidder by Tele-fax or e-mail, to be confirmed in writing by registered post/ by courier, that his offer has been accepted. The purchase order will be issued to the successful bidder. No correspondence will be entertained by HBL from the unsuccessful Bidders.
- 9.2 Upon selection of the successful bidder (technically qualified L1 party) HBL will promptly notify the same to successful Bidder through a Purchase Order.
- 9.3 EMD's of unsuccessful bidders will be returned only after finalizing the L1 Party and EMD's of technically non-responsive bidders will be returned after financial bid opening.

TERMS AND CONDITIONS

1. DEFINITION:

1.1 For the purpose of this contract, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires: -

- i. "HBL" means HLL Biotech Limited, which expression shall unless excluded by or repugnant to the context include HBL's representative.
- ii. "Contractor/ Bidder" Means successful lowest bidder.
- iii. "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- iv. "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- v. "Consignee" means the organization/person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.

2. PAYMENT SCHEDULE:

Payment shall be made as specified in the contract in the following manner:

S.No	Stage	Percentage
1	On delivery of entire scope of supply in good condition and upon acceptance by HBL's Representative	100% of the order value within 30 days from the date of acceptance.

The quoted price should be also inclusive of Customs Charges, Taxes, Freight, Packaging Charges, Insurance & FOR delivery at consignee site and is firm and fixed till completion of the work.

3. TAXES AND OTHER LEVIES

The quoted price shall be inclusive of all applicable taxes and duties.

4. PERFORMANCE SECURITY

- 4.1 The successful bidder has to furnish performance guarantee from scheduled commercial bank in the form of a bank guarantee in the name of HLL Biotech Limited on receipt of the purchase order. The performance bank guarantee valid up to a **period of 1 year** (i.e. completion of warranty) beyond the completion of work with **additional claim period of 2 months (i.e initial validity for 17 months from the date of PO)** for **5%** of a total contract value has to be submitted within 30 days from the date of Purchase Order. The EMD Paid shall be returned after receipt of Performance Bank Guarantee.
- 4.2 Failure of the successful Bidder to furnish the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and shall forfeit the EMD.
- 4.3 Forfeiture of Performance Security
In case, the Contractor/ Bidder fails to complete the work, HBL, without prejudice to rights and remedies available under the contract, shall forfeit and en-cash the Performance Guarantee.
- 4.4 In case, the bank goes in liquidation or for any reason is unable to make payment against the said Bank Guarantee, the loss caused thereby shall be borne by the Contractor/ Bidder. The Contractor/ Bidder forthwith, on demand from HBL, shall make good the deficit.

5. ADDITIONS/DELETIONS

- 5.1 HBL shall have the right to direct in writing for changes, additions, modifications or deletions in the design and drawings or any part of the work and to request in writing additional work in connection therewith and the Contractor/ Bidder shall comply with such directions.

- 5.2 The Contractor/ Bidder shall not make any deviations, alterations, additions, to or omissions from the work shown/described and awarded to the Contractor/ Bidder except through and with proper approval of HBL.

6. TIME SCHEDULE

- 6.1. The day of commencement of project will be reckoned from the date of issue of Purchase order.
- 6.2 **Entire scope of supply:** 03 (Three) months from the date of issue of purchase order.
- 6.3 The Final Acceptance Certificate shall be issued on completion of the entire scope of supply by the vendor.
- 6.3 In case of any delay/default, of the Contractor/ Bidder to adhere to the agreed time schedule, HBL shall recover the liquidated damages from the Contractor/ Bidder at the rate of 0.5% (Zero point Five percent) of the total amount of fee per week of delay of any activity subject to a maximum of 5% (Five percent) of the total order value. However, if there is a purposeful delay by the Contractor/ Bidder, HBL reserves all rights to terminate the contract and get the full work executed at his risk and cost.

7. EXTENSION OF TIME

- 7.1 To adhere to the above mentioned time schedule the Contractor/ Bidder shall provide on demand necessary documents, information and certificates/undertakings to HBL. Any delay in supplying the requisite documents and delay due to any other cause beyond the control of the Contractor/ Bidder shall be considered for grant of extension of time. If the Contractor/ Bidder require extension of time, they shall intimate in writing to HBL within 3 days of the occurrence of such hindrance/delay, along with proper documents.
- 7.2 HBL after satisfying itself about the reasonableness of grounds may grant extension of time, if it is justified and communicated the same in writing. Whenever such extension of time is granted, it would be without prejudice to the rights of HBL for any penal action to the extent of the delay attributable to the

Contractor/ Bidder. Any extension of time granted as stated above shall neither entitle the Contractor/ Bidder to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

8. ABANDONMENT OF WORK

- 8.1 If the Contractor/ Bidder/ supplier abandons the work for any reason whatsoever or becomes incapacitated as aforesaid, HBL shall forfeit/en-cash the Performance Guarantee. HBL shall be at liberty to make full use of all or any of material supplied by the Contractor/ Bidder/ supplier. The Contractor/ Bidder/ supplier shall also be liable to refund all the charges paid to him up to date plus such damages as may be assessed by HBL including the recovery of liquidated damages.
- 8.2 Provided, however, that in the event of the termination of the agreement under proper notice as provided in the clause hereinafter, the Contractor/ Bidder shall be liable to refund any excess payment made to him over and above which is due to him in accordance with the terms of this agreement, for the work executed by him till the date of termination of agreement.

9. WARRANTY

- 9.1 The bidder shall give warranty of all the equipment for a period of **minimum One year (1 year)** from the date of final acceptance certificate from HBL. HBL shall grant right of access to the Contractor/ Bidder, of this portion of the work claimed to be defective for inspection and rectification.
- 9.2 HBL may recover the loss from the dues of the Contractor/ Bidder in case of failure to comply with the above clause.

10. DETERMINATION AND RESCISSION OF TERMS & CONDITIONS

- 10.1. When the Contractor/ Bidder have made himself liable for action under any of the clauses aforesaid, HBL shall have powers:
- To rescind the agreement.
 - To engage another Contractor/ Bidder to carry out the balance work debiting the Contractor/ Bidder the extra amount, if any, so spent for getting the balance work done. This amount would be in addition to the recovery of liquidated damages.

11. GENERAL

- 11.1 The Contractor/ Bidder shall be fully responsible for the technical soundness of the material and also ensure that the material is supplied as per the specifications.
- 11.2 The Contractor/ Bidder hereby agrees that the charges to be paid as provided herein (clause 3) will be in full discharge of functions to be performed by him and no claim whatsoever shall be made against HBL in respect of any proprietary rights or copy right on the part of any other party relating to plans, models and drawings.
- 11.3 The Contractor/ Bidder shall indemnify and keep indemnified HLL Biotech Ltd against any such claims and all costs and expenses paid by HBL in defending such claims to be borne by the Contractor/ Bidder.
- 11.4 The Contractor/ Bidder hereby agrees that HBL shall have the right to take out any of the activities, which in the opinion of HBL is not being performed by the Contractor/ Bidder with due diligence, and within the agreed time schedule, and which can be performed independently. The fees or the expenses incurred shall be debited to the Contractor/ Bidder.

12. ARBITRATION

12.1 If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the parties shall seek to resolve such a dispute or difference by mutual consultation within a period of 30 days from the date on which the party raising the dispute, first communicated the same in writing to the other party. The existing directions, classifications, measurements, drawings and certificates of the Employer shall be final and binding upon the contractor during the progress of the works and shall not be set aside on account of non-observance of any formality, any omission, delay or error in proceeding in or about the same or on any other ground or for any reason.

In case the dispute is not settled by mutual consultation, then either party may refer the same to Arbitration by an Arbitral Tribunal consisting of three arbitrators. Each party shall

appoint an arbitrator and the arbitrators so appointed shall appoint a third arbitrator who will act as presiding arbitrator.

The reference to arbitrator shall specify the matters which are in question, dispute or difference and only such dispute or differences of which the demand has been made be referred to arbitration. Notwithstanding the reference to arbitration, the contractor shall continue to duly perform his obligations under the contract.

The Award of the Arbitral Tribunal shall be final, conclusive and binding on the parties. The Arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Chennai. The fees of the arbitrators shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties

12.2 The place of arbitration shall be at **Chengalpattu**.

14. FALL CLAUSE

The prices charged for this particular service/supply under the Contract by the supplier/service provider shall in no event exceed the lowest price at which the supplier/service provider sells the service/supply of identical description to any person(s)/organization (s) including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply Orders placed during the currency of Rate Contract is completed.

15. STATUTORY VARIATIONS

A. However pursuant to the constitution (forty-sixth amendment) Act, 1982, if any further tax or levy is imposed by statute, after the last date of receipt of tenders, and the contracts thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not in the opinion of the Engineer-in-charge (whose decision shall be final and binding) be attributable to delay in execution of work within the control of the contractor.

B. In case of statutory variation in regard to taxes/levies, within the stipulated date of completion of individual agreement, the same shall be paid or recovered as per the actual against documentary proof. However, beyond this period HBL will take advantage of any reduction in taxes/levies but will not pay extra on account of increase in taxes/levies.

Note: Unit Prices quoted by the bidder shall be firm and valid, irrespective of any statutory variations in Taxes/levies. In case any taxes, duties are not clearly specified in price bid then it will be presumed that no such tax/levy is applicable or payable. Blank field in Price Bid shall be treated as 'Inclusive' in the quoted price.

ANNEXURE- I

TECHNICAL DATASHEET

TECHNICAL DATA SHEET SHALL BE DULY FILLED, SIGNED AND SEALED AND SUBMITTED AS A PART OF TECHNICAL BID.

ANNEXURE- II
BID DATA SHEET

S.no	Description	Details
1	Bid reference number	HBL/IVC/LTE/CLEAN_ROOM_TELEPHONE/17-18 dated 13.10.2017
2	Due date for submission	30.10.2017 AT 15:00 HRS
3	Name & Address of bidder	
5	Year of establishment	
6	Type of the firm	Public Ltd/Pvt Ltd./Partnership/Regd firm
8	Name & Address of Directors/Partners	1. 2.
7	PAN Number	
8	Contact Phone-Office	
9	Cell	
10	Email	
11	Copy of MOA/partnership deed/Registration	Attached/Not Attached
12	Copy of PAN of Directors/Partners	Attached/Not Attached
13	Latest IT return statement	Attached/Not Attached
14	Past three years P&L, Balance Sheet	Attached/Not Attached
15	All pages of bid document duly sealed and signed by the authorized person	Attached/Not Attached
16	Power of Attorney/Authorization to sign the bid	Attached/not Attached
17	Manufacturer's authorization letter	Attached/not Attached
18	EMD (in favor of HLL Biotech Limited in the form of Demand Draft / Banker's cheque from a Nationalized or Scheduled bank, payable at Chennai)	Attached/Not Attached

ANNEXURE- III

Details of Projects for which material was supplied in the last 3 years

(TO BE FILLED AND UPLOADED SEPARATELY)

Sl. No.	Name and location of the Project	Name and address of the Client	Project Details		Completion Date
			Details of the items supplied	Project Value Rs Lakhs	
1					
2					
3					
4					
5					
6					

Satisfactory completion certificates from the clients to be uploaded.

ANNEXURE- IV

BID REF No: HBL/IVC/LTE/CLEAN_ROOM_TELEPHONE/17-18 dated 13.10.2017

BID FORM

Item:

Having examined the bidding documents, including amendments of which is hereby acknowledged, we, the undersigned, offer to execute the contract including the supply and delivery of the goods (FOR IVC Chengalpattu) in full conformity with the said bidding documents for the sum of:

In Fig:

IN WORDS

(Hereinafter called "the Total Bid Price") or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to execute the contract in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated:

Signed by:
In the capacity of

ANNEXURE- V
MANUFACTURER'S AUTHORISATION FORM

To

HLL Biotech Limited, Chennai

Dear Sirs,

Ref. Your TE document No HBL/IVC/LTE/DATA_LOGGER/16-17 dated 31.01.2017

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the tender*) having factories at _____, hereby authorise Messrs _____ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, AMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

Note:

1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.