

HLL Biotech Limited
(A Government of India Enterprise)
(A Subsidiary of HLL Lifecare Limited)
BID REF No: HBL/LAB/TENDER/003/12-13 dated 04.12.2012

TENDER FOR INTERIOR LAB FURNISHING & PROVIDING UTILITIES FOR
HBL METHOD DEVELOPMENT & TESTING LAB
at Tidel Biopark Campus Module 411 & 412

INTRODUCTION OF THE COMPANY

HLL Biotech Limited (HBL) was incorporated on 12th March 2012 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 Chegelpet, an emerging industrial hub in the southern tip of Tamilnadu state. Project outlay for IVC is Rs 6.00 Billion 80% of the products and services will be designed to meet the targets of the Universal Immunization Policy (UIP) of the country. Besides the products needed for UIP, HBL will also introduce a basket of other vaccines which are needed.

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

DEFINITION:

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:-

- a) "Approved" means approved by HBL's representative in writing including subsequent confirmation of previous approval.
- b) "HBL" means the HLL Biotech Limited, which expression shall unless excluded by or repugnant to the context include HBL's representative.

- c) "HBL's representative" means Chief Executive Officer of HLL Biotech Limited, Chennai or any person authorized by him as designated in-charge of the work.
- d) "Contractor" Means successful lowest bidder.
- e) EMD means "Earnest Money Deposit"

SCOPE OF WORK

The scope of work will be as follows,

- a) Supply all the goods, furniture, fittings, accessories as per approved working drawings and, specifications and details in the manner required by HBL for proper execution of the work.
- b) Obtain HBL's approval for any material deviation in design or specifications.
- c) Inspect & certify correctness of the physical layout at site as per approved plans.
- d) This is an item rate contract and the contract value may vary based on the actual executed work.

1. INSTRUCTION TO BIDDERS

- 1.1 The bids are invited on two stage bidding process basis. The bid will constitute of Technical bid and Financial bid. Technical bid and financial bids to be submitted in separate sealed envelopes. Technical bid (envelope-I) along with EMD & Financial bid (envelope-II) should be kept in a separate sealed single (Envelope-III) super scribing with the tender reference.
- 1.2 The bid is invited for the interior designing & furnishing of the HLL Biotech Limited Lab Module No. 411 & 412 at 4th Floor, TICEL Bio park limited, Taramani, Chennai as per specification and other details given in the bid document. All bidders who qualify the eligibility conditions as detailed in the bid document are eligible to participate, except the firms who are blacklisted / barred by competent agencies, HLL or HBL in participation and award of such contracts.
- 1.3 Bids shall be addressed in the name of :

Chief Executive Officer, HLL Biotech Limited,

**TICEL Bio-park Campus (Module no. 013-015),
CSIR Road, Taramani, Chennai- 600 113**

Contact No: 044 22544949/56.

Email: eas@lifecarehll.com.

Due date of submission of the bid will be on 19th December 2012 up to 14:00 Hrs.

The technical bid will be opened on the same day at 15:00 hrs.

- 1.4 Bidders can send their queries and clarifications to address given in clause 1.3, up to three days prior to the due date of bid submission. There is no bid document fee.
- 1.5 Bids shall be valid for 60 days from the date of opening.
- 1.6 Prospective bidders can visit and inspect the site on all working days from 06th December to 15th December 2012 with prior notice to HLL Biotech Limited to the above address.

2. Mode of submission of Bids

- 2.1 Documents to prove the minimum eligibility criteria and technical specifications should be submitted in a separate sealed envelope-I marked “Technical Bid”. Technical bid should consist of the following:
 - a. **EMD (Earnest Money Deposit) in form of crossed demand draft/ banker’s cheque** in favor of “HLL Biotech Limited” payable at Chennai, has to be submitted for Rs.20,000/- (Rupees Twenty Thousand Only).
 - b. Bid document should bear seal and signature of the bidder in all pages
 - c. The following annexure should be duly filled, sealed & signed.
 - i. Annexure-I → Bid data Sheet
 - ii. Annexure-II → Number of similar projects executed in last 2 years
 - iii. Annexure-III → Layout drawing
 - iv. Annexure-IV → Specifications & BOQ
 - v. Copy of PAN cards of the Directors/Partners
 - vi. Authorization for the signatory of the Bid to submit the offer.

d. Annexure V (**Mentioning only the model no & make without the price**) duly sealed & signed.

e. Documentary evidence for:

- Details of similar works executed in the past two years by the bidder, as per Annexure-I
- Performance certificate from client in respect of Works executed.

All other supporting documents (mentioned in clause-3) and certificates substantiating the bidder's eligibility shall be attached.

f. The financial bid should be put in a separate envelope -II, sealed and marked as "Financial Bid". The financial bid should contain the following annexure to be duly filled, sealed & signed,

i. Annexure-V → Financial bid

ii. Annexure-VI → Bid form

2.2 The technical & financial bids shall be enclosed in an sealed envelope-III super scribing "**Tender for the interior Lab furnishing & providing utilities for HBL Method Development & Testing Lab of HLL Biotech Limited Lab Module No. 411 & 412 , Tender Ref: HBL/LAB/TENDER/003/12-13 dated 04.12.2012**" and shall be addressed to the

**The Chief Executive Officer,
HLL Biotech Limited,
Ticel Biopark Campus (Module no. 013-015),
CSIR Road, Taramani, Chennai- 600 113
Contact No: 044 22544949/56/70,
Fax : 044 22540101.**

Any bid received after the stipulated time period shall be considered as late tender and will be rejected.

3. **Minimum Eligibility Criteria**

- i. The bidder in general should possess adequate experience in number of years and volume of similar works executed in the past. This includes similar works executed for planning, design, construction and interior design and furnishing works of lab. Minimum period of experience in the field is five years as on date of submission of the bid and minimum value of single contract executed is Rs. 20.00 Lakhs in any of the past two years and cumulative value of contracts executed is Rs. 100.00 lakhs in the past five years.
- ii. Annual turnover of the bidder shall be a minimum of Rs. 80.00 Lakhs in any one of the last three financial years.
- iii. The firm should have completed any of the following during the past two years.
 - a) Three works each with a carpet area of 250 square meters or more.
 - b) Two works each with a carpet area of 500 square meters or more.
 - c) One work with a carpet area of 1000 square meters or more.
- iv. The bidder should have employees and key personnel possessing nature of specialization, qualification and experience to execute the contract in a timely manner.

Documentary Proof of the above four Clauses shall be submitted in the technical bid.

4. **BID EVALUATION**

The bidders shall be considered as technically qualified only if they are qualifying the minimum eligibility criteria as per clause-3 and technical specification given in annexure-IV. The technically qualified bidders' financial bids are only be considered and opened. The date & time of financial bid opening shall be intimated separately to the qualified bidders. Technically unqualified bidder's financial bid will be sent back to bidder as unopened along with their EMD.

Bid determined to be substantially responsive will be checked by HBL for any arithmetic errors and 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 rate and the line item total price resulting from the multiplying the unit rate by the quantity, the unit rate as quoted will prevail.
- c. Domestic bidders should quote in Indian Currency. The Indian Agents of foreign suppliers shall quote in their principal's Currency or in Indian Currency by indicating the agency commission payable in percentage of gross FOB cost. The Indian Agent should be paid in Indian Currency only as per the exchange rate prevailing on the date of placement of purchase order. The Foreign Supplier may quote in their own currency preferably in common international currency. The benchmark date for conversion to Indian Rupees for comparison purpose is the date of opening of financial bid.

5. **EXEMPTIONS/FORMS**

HBL will not be giving any duty exemption/drawback certificate.

HBL can issue the 'C' form.

6. **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.

7. **Notification of Award**

- 7.1 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.

- 7.2 Upon selection of the successful bidder (technically qualified L1 party), HBL will promptly notify the same to successful Bidder through an LOI/Purchase Order. EMD of unsuccessful bidder will be returned only after finalizing L1 party.

TERMS AND CONDITIONS

8. PAYMENT SCHEDULE:

The fees will be paid in installments as specified below:

Payments to the contractor shall be “on account” and shall be adjusted against the final bill. The various stages of payment shall be as follows:

STAGE I: On delivery of the materials at the site and after inspection and certified by HBL authorities.	40% of the Contract value or limited to 75% of Material cost Received at site whichever is less.
STAGE II: On completion of entire work and obtaining of completion certificates	50 % of the total cost of Work Executed.
Stage III : On handing over of the site to HBL	Balance amount of the contract value

Payment will be made on the actual measurement.

9. TAXES AND OTHER LEVIES

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

10. PERFORMANCE SECURITY

- 10.1 The contractor has to furnish performance guarantee from nationalized / scheduled 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 upto a period of 1 year with additional claim period of 2 months for 10% of total contract value has to be submitted within 10 days from the date of Purchase Order. The bidder can adjust EMD paid while participating in tender, against performance bank guarantee.

10.2 Failure of the contractor to furnish the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract.

10.3 Forfeiture of Performance Security

In case the Contractor fails to complete the work, HBL, without prejudice to rights and remedies available under the contract, shall forfeit and encash the Performance Guarantee.

10.4 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. The Contractor forthwith, on demand from HBL, shall make good the deficit.

11. ADDITIONS/DELETIONS

11.1 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.

11.2 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.

12. TIME SCHEDULE

12.1 The day of commencement of project will be reckoned from the date of issue of Purchase/ work order.

12.2 The duly approved structural design and drawings for the entire work shall be given within one week from the date of LOI/Purchase order. The duly approved structural design and works shall be completed within 30 days from the date of LOI/Purchase order.

12.3 The work shall be carried out with all due diligence and as per the time schedule specified above. In case of any delay/default, of the Contractor to adhere to the agreed time schedule. HBL shall recover the liquidated damages from the Contractor at the rate of 0.5% (zero decimal point five percent) of the total amount of fee per day of delay of any activity subject to a maximum of 10% (ten percent) of the total order value. However if there is a purposeful delay by the Contractor, HBL reserves all

rights to terminate the contract and get the full work executed at his risk and cost.

13. EXTENSION OF TIME

- 13.1 To adhere to the above mentioned time schedule the Contractor 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 shall be considered for grant of extension of time. If the Contractor 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.
- 13.2 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.

14. ABANDONMENT OF WORK

- 14.1 That if the Contractor abandons the work for any reason whatsoever or becomes incapacitated as aforesaid, HBL shall forfeit/encash the Performance Guarantee. HBL shall be at liberty to make full use of all or any of material supplied by the Contractor. The Contractor 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.
- 14.2 Provided, however, that in the event of the termination of the agreement under proper notice as provided in the clause hereinafter, the Contractor 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.

15. GUARANTEE

- 15.1 The contractor shall agree to redesign and rectify at his cost any portion of his engineering / design work and material which due to his failure to use a reasonable

degree of skill shall be found defective within One year from the date of start of regular use of the portion of the work affected. HBL shall grant right of access to the contractor, of this portion of the work claimed to be defective for inspection and rectification.

15.2 HBL may make good the loss by recovery from the dues of the contractor in case of failure to comply with the above clause.

16. DETERMINATION AND RESCISSION OF TERMS & CONDITIONS

16.1 Without any prejudice to its right against the Contractor in respect of any delay by notice in writing absolutely determine the contract in any of the following cases: -

i) If the Contractor, being a firm/company shall pass a resolution or the court shall make any order that the firm/company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court to appoint a receiver or a manager or which entitles the court to make up a winding order.

ii) If the Contractor commits breach of any of the terms of agreement.

16.2 When the Contractor have made himself liable for action under any of the clauses aforesaid, HBL shall have powers:

a) To rescind the agreement.

b) To engage another Contractor to carry out the balance work by debiting the extra amount from the existing Contractor , if any, so spent for getting the balance work done. This amount would be in addition to the recovery of liquidated damages.

17. GENERAL

17.1 The Contractor shall be fully responsible for the technical soundness of the work including those of specialists engaged if any, by him and also ensure that the work is carried out generally in accordance with drawings, specifications and his conception.

17.2 HBL will have the work of Contractor and/or his sub-contractor

supervised/inspected at any time by any officer, check estimates and designs.

17.3 The appointment of HBL's own supervisory staff, if any, does not absolve the Contractor of his responsibility of general supervision. The Contractor shall be responsible for designs of structures and all provisions/services of the work entrusted to him so as to satisfy their requirements.

17.4 The Contractor 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.

17.5 The contractor shall indemnify and keep indemnified HBL against any such claims and all costs and expenses paid by HBL in defending such claims to be borne by the contractor.

17.6 The contractor 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 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.

18. ARBITRATION

18.1 All disputes or differences whatsoever arising between the parties out of or relating to the Contractor/ Bidder services, meaning and operations or effect of this contract or the breach thereof shall be settled by arbitration. Matters to be arbitrated upon shall be referred to a sole Arbitrator, to be appointed by HBL and the award made in pursuance thereof shall be binding on the parties. Such arbitration shall be governed by the Indian Arbitration and Conciliation Act 1996.

The place of arbitration shall be at Thiruvananthapuram.

19. 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)/organisation(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.

20. FIXED PRICE

Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non-responsive and rejected. Prices shall be written in words and figures. In the event of difference, the price written in words shall be valid and binding.

21. PACKING (WHEREVER APPLICABLE)

The Supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involved for normal safe transport by sea / air / rail / road and suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports.

22. FORCE MAJEURE CLAUSE

If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall be reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.