

**HLL Biotech Limited**  
**(A Government of India Enterprise)**  
**(A Subsidiary of HLL Lifecare Limited)**

**HBL/ADM/ARC/MED&VAL. CONS/002/16-17**

**dated 31<sup>st</sup> Aug 2016**

**TENDER FOR SUPPLY OF MEDIA AND VALIDATION CONSUMABLES through**  
**ANNUAL RATE CONTRACT**

**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 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**

The scope should be the supply of Media and Validation Consumables through Rate Contract to HBL. Supplier may quote for the items as mentioned in the Price Schedule (*Annexure -IV*)

## 1. Instruction to Bidders

- 1.1 The bids are invited on single stage bidding basis. The bid will constitute of Technical cum Financial bid. Technical cum financial bid is to be submitted in a single sealed envelope.
- 1.2 The bid is invited for supply of Media and Validation Consumables items through Rate Contract to HBL at HLL Biotech Limited, TICEL Bio Park Campus, Taramani, Chennai-113 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 in the case of firms who are blacklisted / barred by competent agencies or HBL in participation and award of such contracts.
- 1.3 The Rate Contract shall be for a duration of **one year** and is extensible for one more year after review at the same rates and terms & conditions.
- 1.4 Bidders can send their queries and clarifications to address given in clause 1.5, up to three days prior to the due date of bid submission.
- 1.5 The tenderer should submit the tender fee of **Rs. 1,050/-** (Inclusive of Tax) in the form of Demand Draft or Banker's cheque in favour of **HLL Biotech limited, payable at Chennai**.
- 1.6 The bidder has to submit EMD for **Rs. 10,000/-** in the form of "Account Payee Demand Draft or Bank Guarantee". The EMD should be furnished in the name of "**HLL Biotech Limited, payable at Chennai**".
- 1.7 Bids shall be addressed in the name of **The Chief Executive Officer, HLL Biotech Limited, TICEL Bio-park Campus (Module no. 013-015), CSIR Road, Taramani, Chennai- 600 113 Contact No: 044-22544949/78. Email: [ramanr@hllbiotech.com](mailto:ramanr@hllbiotech.com)**. Due date for the submission of bids will be on **19<sup>th</sup> Sep 2016 up to 16:30 Hrs.** The bid will be opened on the same day at 17:00 hrs.
- 1.8 Bids shall be valid for 90 days from the date of opening.
- 1.9 The bids should be accompanied with complete specification of the items being supplied along with samples to facilitate evaluation.

## 2. Mode of submission of Bids

2.1 The bid should consist of the following:

- a. Bid document should bear signature and seal of the bidder in all pages
- b. Annexure I to III have to be duly filled, sealed and signed
- c. All other supporting documents and certificates substantiating the bidder's eligibility shall be attached.

2.2 The bid shall be enclosed in a sealed envelope super scribing

**“Tender for supply of Media and Validation Consumables through Rate Contract to HBL “**

**“Tender no. HBL/ADM/ARC-CHEM&CONS/002/16-17 dated 31<sup>st</sup> Aug, 2016”** and shall be addressed to,

**The Chief Executive Officer,**

**HLL Biotech Limited,**

**Ticel Biopark Campus (Module no. 013-015),**

**CSIR Road, Taramani, Chennai- 600 113**

**Contact No: 044 22544949/78**

**Fax : 044 22540101.**

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

## 3. Minimum Eligibility Criteria

- a. The bidder in general should possess adequate experience in number of years and sufficient volume of same or similar supplies done in the past 2 years. Purchase order Copies from previous clients for same or similar items should be submitted.
- b. The bidder has to submit documentary proof of prior supply to reputed Government, Public or Private organizations.

- c. Bidders shall be a manufacturer or an authorized dealer/ agent of the original item manufacturer.

#### **4. Bid Opening and Evaluation**

##### **Opening of Bids by HBL**

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). Bidders wishing to be present at the time of such opening may send their duly authorized representative.

##### **Preliminary Examination of Bids**

HBL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. HBL will ensure that each bid is from an eligible Bidder. Arithmetical errors will be received on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, his bid will be rejected. HBL may waive any minor informality, 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.

##### **Clarifications on Bids**

During the bid evaluation, HBL may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification of historical nature and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

### **Contacting HBL**

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HBL on any matter related to the bid, he shall do so in writing.

If a Bidder tries to influence HBL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

### **HBL's Right to Accept or reject any or all Bids**

HBL reserves the right to accept or reject any bid either in part or in full or to annul the bidding process and reject all bids at any time prior to Contract award, without assigning any reason thereof.

### **Notification of Award**

Prior to the expiration of the period of bid validity, HBL will notify the successful Bidder in writing that its bid has been accepted.

The Notification of Award will constitute the formation of the Contract. The purchaser reserves the right to enter into parallel Rate Contract with one or more suppliers.

### **Signing of Contract**

At the same time as HBL notifies the successful Bidder that its bid has been accepted, HBL will send the Contract Form provided in the Bidding Documents to the bidder, incorporating all agreements between the parties. Not more than ten (10) days following receipt of the Contract Form, the successful Bidder shall prepare the contract agreement on a Non Judicial stamp paper of Rs 100/-, with a sign, date and return it to HBL.

In case, the successful bidder does not do so, HBL in its discretion may cancel the bid of the successful bidder and the successful bidder also be liable to pay damages to HBL.

## 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 shall quote only in Indian Rupees.

Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

- d. **The Bidder has to quote as per the items in the Price Schedule**  
(Annexure IV)
- e. **The Bidder has to quote minimum pack size and also maximum size for Consumables.**
- f. **The Bid shall be evaluated item wise**

## 6. Tender Price & Documents:

The prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of the goods should be quoted on FOR HBL Site basis with the detailed breakup of ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST/VAT, CENVAT, Excise Duty etc. already paid or payable on raw material used in the manufacture.

## 7. EMD:

The EMD should be furnished in the name of **“HLL Biotech Limited, payable at Chennai”** for **Rs. 10,000/-**. The earnest money shall be denominated in Indian Rupees in one of the following forms:

**“Account Payee Demand Draft or Bank Guarantee”**

The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificates such as “to customers’ specification” etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, the tenderer should furnish copy of its valid registration details (with NSIC).

The demand draft shall be drawn on any commercial bank in India, in favour of “HLL Biotech Limited” payable at Chennai. If the EMD is in the form of bank guarantee, the same is to be provided from any scheduled commercial bank in India or in the case of foreign tenderer, the same should be routed through a Nationalized Indian Bank. The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender.

Unsuccessful tenderers’ earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract.

#### 8. **Tender Cost/Tender fee:**

The tenderer should submit the tender fee **Rs. 1,050/-** in the form of Demand Draft or Banker’s cheque in favour of **HLL Biotech limited, payable at Chennai**. The DD/ Banker’s cheque has to be enclosed along with the technical bid which is non-refundable. In case of cancellation of tender by HBL, the tender cost/fee shall be refunded.

#### 9. **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.



## **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. "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:

*100 % payment shall be made within 30 days from the date of submission of invoice after successful delivery of the items.*

### **3. TAXES AND OTHER LEVIES**

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

### **4. ADDITIONS/DELETIONS**

- 4.1 HBL shall have the right to direct in writing for changes, additions, modifications or deletions in the requirement.
- 4.2 The Contractor/ Bidder shall not make any deviations, alterations, additions, to or omissions from the technical specification given by HBL in the purchase order, except through and with proper approval of HBL.

## 5. TIME SCHEDULE

- 5.1 The required materials shall be supplied **within 15 days** from the date of intimation from HBL's representative
- 5.2 The supply shall be carried out as per the time schedule specified above. 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 1% (one 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 rate contract and get the full supply executed at his risk and cost.

## 6. EXTENSION OF TIME

- 6.1 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.
- 6.2 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.

## **7. ABANDONMENT OF SUPPLY**

- 7.1 If the Contractor/ Bidder/ supplier abandons the Supply for any reason whatsoever or becomes incapacitated as aforesaid, 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.
- 7.2 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 supply executed by him till the date of termination of agreement.

## **8. DETERMINATION AND RESCISSION OF TERMS & CONDITIONS**

- 8.1 When the Contractor/ Bidder 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/ 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.

## **9. GENERAL**

- 9.1 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.
- 9.2 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.

9.3 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.

## **10. ARBITRATION**

10.1 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.

10.2 The place of arbitration shall be at Chennai.

## **11. FALL CLAUSE**

The prices charged for this particular service/supply under the Contract by the supplier shall in no event exceed the lowest price at which the supplier 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.

**ANNEXURE- I**

**BID DATA SHEET**

S.N	DESCRIPTION	DETAILS
1	Bid reference number	<b>HBL/ADM/ARC/MEDIA&amp;VAL. CONS/002/16-17 dated 31<sup>st</sup> Aug, 2016</b>
2	Due date for submission	19 <sup>th</sup> Sep,2016 @ 16:30 Hrs
3	Name & Address of bidder	
4	Year of establishment	
5	Type of the firm ( tick appropriate)	Public Ltd/Pvt. Ltd./ Partnership/Regd firm
6	Name & Address of Directors/Partners	1. 2. 3.
7	PAN Number	
8	Contact Phone-Office	
9	Cell	
10	Email	
11	Copy of PAN of Directors/Partners	Attached/Not Attached
12	Past two years Turn Over details	Attached/Not Attached
13	All pages of bid document duly sealed and signed by the authorized person	Attached/Not Attached
14	Power of Attorney/Authorization to sign the bid	Attached/not Attached

## ANNEXURE- II

### DETAILS OF PAST/ EXISTING CUSTOMERS SUPPLIED IN THE LAST 2 YEARS

Sl. No.	Name and location of the Client	Item Description ( attachments can be given)	Quantities Supplied	Value in Rs.
1				
2				
3				
4				
5				
6				
7				
8				

**ANNEXURE- III**

**HBL/ADM/ARC/MED&VAL. CONS/002/16-17 DATED 31<sup>ST</sup> AUG, 2016**

**BID FORM**

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 HBL Site) in full conformity with the said bidding documents for the sum of:

**In Fig:**

**In Words:**

**Brand:**

(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 – IV**

**(LIST OF REQUIREMENTS AND PRICE SCHEDULE – ATTACHED)**