

**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/ADM/ARC-STA/001/17-18 dated 08<sup>th</sup> Sept, 2017**

**E-TENDER FOR SUPPLY OF STATIONERY AND HOUSEKEEPING ITEMS  
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 Chengalpet, 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 OF WORK**

The scope should be the supply of Office Stationery and Housekeeping items through Rate Contract. Supplier may quote for the items as mentioned in the Price Schedule (*Annexure -IV*)

The supply has to be done at **HLL BIOTECH LIMITED, INTEGRATED VACCINES COMPLEX, SF NO 192 & 195, THIRUMANI VILLAGE, CHENGALPATTU- 603001 TAMILNADU, INDIA**

**DETAILS REGARDING IMPORTANT DATES ARE AS FOLLOWS:**

S No	Description	Schedule
iii.	Closing date & time for receipt of Tender	<b>16-SEPT-2017, 16:00 Hrs</b>
iv.	Time and date of opening of Technical Bids	<b>16-SEPT-2017, 16:30 Hrs</b>
v.	Venue of Opening of Techno Commercial Bids	HLL BIOTECH LIMITED, INTEGRATED VACCINES COMPLEX, SF NO 192 & 195, THIRUMANI VILLAGE, CHENGALPATTU- 603001 TAMILNADU

**1. Instruction to Bidders**

1.1 The bid is invited for the supply of Office Stationery and Housekeeping items through Rate Contract as **per the Schedule of Requirements in the Tender 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.

**Non-Refundable e-Tender Processing Fee –**

**Schedule 1: Rs. 863/-** (Rupees Eight Hundred and Sixty Three only) shall **be payable online to M/s ITI Limited, Chennai** through their e-payment gateway by credit / debit card or internet banking facility.

1.2 Due date of submission of the bid will be on **14.08.2017 upto 16:00 Hrs**. The technical bid will be opened on the same day at **16:30 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.

- 1.3 Bids shall be valid for 120 days from the date of technical bid opening.
- 1.4 The bids should contain complete technical specification of the equipment along with detailed illustrations and diagrams to facilitate evaluation.
- 1.5 For any queries regarding e-tendering, the bidder can contact the following executives of **M/s. ITI Limited, Chennai:**
  - 1.5.1 **S Dinesh – 9894191904**
  - 1.5.2 **S Kirubakaran – 9962676264**
  - 1.5.3 **S Madan – 9941947400**
  - 1.5.4 **Jegadheesan. S - 9043551915**
  - 1.5.5 **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](http://www.tenderwizard.com/HBL) web portal.
- b. EMD Amount: **Rs. 6,000/-** (Rupees Six Thousand only)

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

- a. **Annexure : I**(Bid Data sheet)
- b. **Annexure: II**(Past experience, including Performance Certificate from clients). All other supporting documents (mentioned in clause 3) and certificates substantiating the bidder's eligibility shall be attached.
- c. **Annexure: III** (Bid form)

### **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 colour 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

- 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

3. Net worth of the company shall be positive during the last three financial years. The balance sheet , profit and loss account for last three financial years (**FY 2014-15, FY 2015-16, FY 2016-17**) certified by a Chartered Accountant shall be submitted.

4. Average Annual Turnover of the Company must be minimum of **Rs. 3 Lakhs** for the last three financial years (**FY 2014-15, FY 2015-16, FY 2016-17**) certified by a Chartered Accountant shall be submitted.

#### 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 HLL Biotech Limited, Chennai basis** with the detailed breakup of ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST/VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;

- b) Any sales or other taxes and any duties including excise duty, which will be payable on the goods in India, if the contract is awarded.

- c) 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 HLL Biotech Limited, Chennai basis** 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. Four 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 be giving 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:

*100 % payment within 15 days of completion of supply and acceptance by the user*

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

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

### **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 required materials shall be supplied within 2 days from the date of intimation from HBL's representative
- 6.2 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.

## **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. DELETED**

## **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:
- 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.

## **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 **Chennai**.

### **13. 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.

### **14. STATUTORY VARIATIONS**

Any variation in statutory levies/taxes within the contractual delivery period shall be to HBL's account subject to production of documentary evidence and Govt. notifications by the Supplier & beyond contractual delivery period, upward variation shall be to Supplier's account. 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

### BID DATA SHEET

S.no	Description	Details
1	Bid reference number	<b>HBL/ADM/ARC-STA/001/17-18 dated 24<sup>th</sup> August, 2017</b>
2	Due date for submission	16-SEPT-2017 @ 16:00 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- II

**Details of Projects for which material was supplied in the last TWO 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- III

**BID REF No: HBL/ADM/ARC-STA/001/17-18 dated 08<sup>th</sup> Sept, 2017**  
**BID FORM**

**Item: Supply of Office Stationery and Housekeeping items through Rate Contract to IVC, Chengalpattu.**

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 HLL Biotech Limited, Chennai**) 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