

**HLL Biotech Limited**  
**(A Government of India Enterprise)**  
**(A Subsidiary of HLL Lifecare Limited)**  
**BID REF No: HBL/TENDER/ADM/008/13-14 dated 24th April, 2013**

**TENDER FOR SUPPLY OF STAFF UNIFORMS**

**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**

The scope should be the supply of staff uniforms as mentioned in the Technical Specification. Supplier may quote for the items against the technical specification.

**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 to be submitted in a single sealed envelope.
- 1.2 The bid is invited for supply of uniforms for HBL Employees 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 Bidders can send their queries and clarifications to address given in clause 1.4, up to three days prior to the due date of bid submission. There is no bid document fee.
- 1.4 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 22544949/56. Email: [eas@lifecarehll.com](mailto:eas@lifecarehll.com)**. Due date of submission of the bid will be on 8th May 2013 up to 15:00 Hrs. The bid will be opened on the same day at 15:30 hrs.
- 1.5 Bids shall be valid for 60 days from the date of opening.
- 1.6 The bids should contain complete technical specification of the material along with samples to facilitate evaluation.

## 2. Mode of submission of Bids

2.1 The bid should consist of the following:

- a. **EMD (Earnest Money Deposit) in the form of crossed demand draft/ banker's cheque** in favor of "HLL Biotech Limited" payable at Chennai, has to be submitted for **Rs.6,000/-** which shall be valid for 90 days from the date of tender opening.
- b. Bid document should bear signature and seal of the bidder in all pages
- c. Annexure I to V have to be duly filled, sealed and signed
- d. Documentary evidence for:
  - i. Details of similar supplies executed in the past two years by the bidder, in Annexure-IV

- e. 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 superscribing "**Tender for supply Staff Uniforms tender no. HBL/TENDER/ADM/008/13-14 dated 24th April, 2013**" 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,  
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. Bidders shall be an authorized dealer of the brand.
- b. Net worth of the company shall be positive during the last three financial years. The turnover of the supplier for Last 3 years has to be submitted. The turnover shall be minimum of Rs.5,00,000/- per Annum.
- c. The bidder in general should possess adequate experience in number of years and volume of similar supplies done in the past. The bidder shall have supplied similar kind of uniforms in last 2 years. Purchase order Copies from previous clients shall be submitted.

### **4. 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.

## **5. 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.

### **Documents for Receipt of Goods**

The supplier shall provide the following documents to enable the Purchaser receive the goods in terms of the contract.

Within 24 hours of despatch, the supplier shall notify the purchaser, and others concerned if mentioned in the contract, the complete details of despatch and provide the following documents as per the instruction of purchaser:

- I. Two copies of supplier's invoice showing PO number, goods description, quantity, unit price and total amount.
- II. Two copies of packing list identifying contents of each package.

## **7. 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.

## **8. Notification of Award**

- 8.1 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.
- 8.2 Upon selection of the successful bidder (technically qualified L1 party) HBL will promptly notify the same to successful Bidder through an LOI/Purchase Order.
- 8.3 EMD's of unsuccessful bidders will be returned only after finalizing the L1 Party.

## **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:-
- "HBL" means HLL Biotech Limited, which expression shall unless excluded by or repugnant to the context include HBL's representative.
  - "Contractor/ Bidder" Means successful lowest bidder.
  - "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.

- iv. “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.

#### 1. PAYMENT SCHEDULE:

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

On supply of material at the desired location & after final acceptance.	100% of the order value
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#### 2. TAXES AND OTHER LEVIES

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

#### 3. ADDITIONS/DELETIONS

- 3.1 HBL shall have the right to direct in writing for changes, additions, modifications or deletions in the design.
- 3.2 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.

#### 4. TIME SCHEDULE

- 4.1 The day of commencement of project will be reckoned from the date of issue of Purchase order.
- 4.2 All the material shall be supplied within 30 days from the date of issue of purchase order / Letter of Intent (LOI).
- 4.3 The final acceptance certificate shall be issued on completion of the supply.

4.4 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 contract and get the full work executed at his risk and cost.

## 5. EXTENSION OF TIME

- 5.1 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.
- 5.2 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.

## **6. ABANDONMENT OF SUPPLY**

- 6.1 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.
- 6.2 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.

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

- 7.1 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.

## **8. GENERAL**

- 8.1 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.
- 8.2 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.

- 8.3 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.

## **9. ARBITRATION**

- 9.1 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.
- 9.2 The place of arbitration shall be at Chennai.

## **10. 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 REF No: HBL/TENDER/ADM/008/13-14 dated 24th April, 2013**

#### **Item No: 1 SPECIFICATION FOR TROUSER**

**BRAND: Park Avenue /Peter England/Others (if any pls specify)**

**Full Length Navy Blue Formal Trousers, with two pleat front, front side cut pockets, one side pocket with button in back right. Trouser material is Polyester-Viscose or Polyester Cotton Blend.**

S.No	Trouser Size	Qty in Nos	Park Avenue	Peter England		
1	30	6				
2	32	28				
3	34	40				
4	36	30				
5	38	12				
6	40	6				

#### **Item No: 2 SPECIFICATION FOR SHIRT**

**Brand: Peter England / Cotton County/other (if any pls specify)**

**Full Sleeve White Shirts with button less collar. HBL Logo has to be embroidered on the front top middle of the pocket.**

S.No	Shirt Size	Qty in Nos	Peter England	Cotton County		
1	38	12				
2	39	20				
3	40	50				
4	42	16				
5	44	8				

**NOTE:** Supplier can quote for more than one brand mentioned here.

## ANNEXURE- II

### Bid data Sheet

S.no	Description	Details
1	Bid reference number	HBL/TENDER/ADM/008/13-14 dated 24th April, 2013
2	Due date for submission	8th May 2013 15:00 Hrs
3	Name & Address of bidder	
4	Year of establishment	
5	Type of the firm	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 three 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
15	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 customer  
(As per or equivalent to Annexure-I Technical specification) were  
supplied in the last TWO years**

Sl. No.	Name and location of the Client	Brand	Qty Supplied	Value in Rs.
1				
2				
3				
4				
5				
6				

## ANNEXURE- IV

**BID REF No: HBL/TENDER/ADM/008/13-14 dated 24th April, 2013**

### **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 V**  
**PRICE SCHEDULE**

**Price Schedule for Trouser:**

Brand & Size	Qty in No (a)	Basic Price Rs./unit (b)	Tax (d)	Other Expenses, if any (e)	Total Rs./unit (f)=(b)+(c)+(d)+(e)	Total Rs. (f) x (a)
PARK AVENUE						
PETER ENGLAND						

UNIT PRICE IN WORDS: .....

GRAND TOTAL IN WORDS: .....

(BRAND WISE)

Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Place: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature of Tenderer \_\_\_\_\_  
Seal of the Tenderer \_\_\_\_\_

**Price Schedule for Shirts:**

Brand & Size	Qty in No (a)	Basic Price Rs./unit (b)	Logo Embroidery Charges (c)	Tax (d)	Other Expenses, if any (e)	Total Rs/unit (f)=(b)+(c)+(d)+(e)	Grand Total Rs. (f) x (a)
PETER ENGLAND							
COTTON COUNTY							

UNIT PRICE IN WORDS: .....

GRAND TOTAL IN WORDS: .....

(BRAND WISE)

Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Place: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature of Tenderer \_\_\_\_\_  
Seal of the Tenderer \_\_\_\_\_