

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

BID REF No: HLL/IT/LTE/001/13-14 dated 12th September, 2013

TENDER FOR SUPPLY AND INSTALLATION OF LAPTOPS

INTRODUCTION OF THE COMPANY

Ministry of Health and Family Welfare (MHFOW) has appointed HLL Lifecare Limited as Project Management Consultant (PMC) to revive the BCG Vaccine Manufacturing Facility. This facility shall be built as per the latest International trends and upon completion, shall be in compliance with Indian FDA (Schedule M), WHO/GMP regulations.

SCOPE OF WORK

The scope of work is the supply and installation of Laptops for the officials of HLL Lifecare Limited deployed in the Project site at BCGVL, Guindy, Chennai, as mentioned in the Schedule of Requirements and complying with the enclosed Technical Specification. Supplier may quote for the items against the Technical Specification, along with additional features.

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 bid to be submitted in separate sealed envelopes. Technical bid cover along with EMD cover & Financial bid cover should be kept in a separate single cover superscribing with tender reference number. The technically qualified parties' financial bid only will be opened for financial evaluation.

The bid is invited for supply & installation of Laptops **for HLL Lifecare Limited, C/o HLL Biotech Limited, TICEL Bio Park Campus , CSIR Road, Taramani, Chennai -600 113** as per specification and other details given in the bid document.

- 1.2 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 HLL 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 Vice President (Projects),
HLL Lifecare Limited
C/o 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.
Email: eas@lifecarehll.com.**

Due date of submission of the bid will be **on 26th September 2013 up to 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.

- 1.5 Bids shall be valid for 120 days from the date of opening.
- 1.6 The bids should contain complete technical specification of the Laptop.

2. Mode of submission of Bids

Documents to prove the eligibility criteria should be submitted in a separate sealed envelope marked “Technical Bid”. Technical 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 Lifecare Limited” payable at Chennai, has to be submitted for **Rs. 3,600/- (Rupees Three Thousand Six Hundred only)** which shall be valid for 90 days from the date of tender opening.
- b. Bid document bearing signature and seal of the bidder in all pages
- c. **Annexure : I** (Technical specification, technical brochures/datasheets/drawings/Model no if any)
- d. **Annexure : II** (Bid Data sheet)
- e. **Annexure: III** (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.

The financial bid should be put in a separate envelope, sealed and marked “Financial Bid”. The financial bid should contain the following

- a. **Annexure IV** (Bid form)
- b. **Annexure V** (Financial bid in the prescribed format given in the bid document).

2.1 The bids shall be enclosed in a sealed envelope superscribing “**Tender for supply & installation of Laptops, Tender Ref No. HLL/IT/LTE/001/13-14 dated 12th September, 2013**” and shall be addressed to

**The Vice President (Projects),
HLL Lifecare Limited
C/o 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.**

2.2 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/ agent of the original equipment manufacturer. Manufacturing Authorization Certificate to be attached.
- b. Net worth of the company shall be positive during the last two financial years. **The balance sheet , profit and loss account for last two financial years (FY2011-12, FY 2012-13) certified by a Chartered Accountant shall be submitted.**
- c. The bidder in general should possess adequate experience in number of years and volume of similar supply & installation done in the past. The bidder shall have supplied and installed similar laptops in last 2 years. Purchase orders and successful completion certificates from previous clients shall be submitted.

4. Bid Evaluation

Bid determined to be substantially responsive will be checked by HLL 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.

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 HLL Site 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.

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. Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

6. Exemptions/Forms

No Concessional Forms or Exemption Certificate will be provided by HLL Lifecare Limited for the taxes and duties.

7. Rejection of bids

Notwithstanding the above conditions, HLL 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 HLL's action.

8. Notification of Award

- 8.1 Prior to the expiry of the period of offer validity prescribed in this tender, HLL 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 HLL from the unsuccessful Bidders.
- 8.2 Upon selection of the successful bidder (technically qualified L1 party) HLL will promptly notify the same to successful Bidder through a 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:-

- i. "HLL" means HLL Lifecare Limited, which expression shall unless excluded by or repugnant to the context include HLL'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:

On supply of material at the desired location , after successful installation & Final acceptance	100% of the order value
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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 nationalized / scheduled bank in the form of a bank guarantee in the name of HLL Lifecare Limited on receipt of the purchase order. The performance bank guarantee valid up to a period of 1 year (completion of warranty) beyond the completion of work 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 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.
- 4.3 Forfeiture of Performance Security
In case, the Contractor/ Bidder fails to complete the work, HLL, 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 HLL, shall make good the deficit.

5. ADDITIONS/DELETIONS

- 5.1 HLL 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 HLL.

6. TIME SCHEDULE

- 6.1. The day of commencement of project will be reckoned from the date of issue of Purchase/ work order.
- 6.2 All the material shall be supplied & installed within 3 weeks from the date of issue of purchase order.
- 6.3 The final acceptance certificate shall be issued on completion of the entire scope of work by the vendor.
- 6.3 The supply and installation 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/ Bidder to adhere to the agreed time schedule. HLL 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, HLL 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 HLL. 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 HLL within 3 days of the occurrence of such hindrance/delay, along with

proper documents.

- 7.2 HLL 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 HLL 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, HLL shall forfeit/en-cash the Performance Guarantee. HLL 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 HLL 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 from the date of final acceptance certificate from HLL. HLL 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 HLL 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, HLL 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 HLL 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 Lifecare Ltd against any such claims and all costs and expenses paid by HLL in defending such claims to be borne by the Contractor/ Bidder.

11.4 The Contractor/ Bidder hereby agrees that HLL shall have the right to take out any of the activities, which in the opinion of HLL 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 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 HLL 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.

12.2 The place of arbitration shall be at Thiruvananthapuram.

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.

ANNEXURE- I

BID REF No: HLL/IT/LTE/001/13-14 dated 12th September, 2013

SPECIFICATION FOR LAPTOPS

1) QTY- 4 Nos

SPECIFICATION (MINIMUM REQUIREMENT):

SL No	PARAMETER	SPECIFICATION
1	PROCESSOR	INTEL CORE I3 PROCESSOR
2	RAM	4 GB
3	HDD	500 GB HDD
4	SCREEN	14" LED DISPLAY
5	OPTICAL DRIVE	DVD+/-RW
6	OPERATING SYSTEM	PRE- LOADED WINDOWS 8 PROFESSIONAL/ SINGLE COPY
7	WARRANTY	1 YEAR ONSITE WARRANTY
8	COMMUNICATION	10/100/1000 MBPS LAN, BLUE TOOTH V2.1 + EDR AND WIRELESS LAN 802.11 B/G/N
9	PORT	VGA, 2 USB (MINIMUM)
10	BATTERY	6 CELL LITHIUM-ION
11	ACCESSORIES	AC ADAPTER (INDIAN STANDARD) AND CARRY CASE
12	OTHERS	INTEGRATED CAMERA AND EXTERNAL USB MOUSE
13	CARRY BAG	1 NO GOOD QUALITY CARRY BAG
14	MAKE	DELL/SONY/ LENOVO/HP
15	MODEL NAME	TO BE MENTIONED BY THE BIDDER

ANNEXURE- II

Bid data Sheet

S.no	Description	Details
1	Bid reference number	HLL/IT/LTE/001/13-14 dated 12th September, 2013
2	Due date for submission	26TH SEPTEMBER 2013 UP TO 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. 3.
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 two 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 Authorization Letter	Attached/not Attached
18	EMD (in favor of HLL Lifecare Limited in the form of Demand Draft / Banker's cheque from a Nationalized or Scheduled bank, payable at Chennai)	Attached/Not Attached

ANNEXURE- III

Firms for which similar laptops were supplied & installed in the last TWO years

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

NOTE: Satisfactory completion certificate from the client to be attached.

ANNEXURE- IV

BID REF No: HLL/IT/LTE/001/13-14 dated 12th September, 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 HLL Site) 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 -
PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN
ORIGIN LOCATED WITHIN INDIA**

1	2	3	4	5					6	
				PRICE PER UNIT (RS.)						
SCHEDULE	BRIEF DESCRIPTION OF GOODS	COUNTRY OF ORIGIN	QUANTITY (Nos.)	EX - FACTORY/ EX - WAREHOUSE /EX-SHOWROOM /OFF - THE SHELF (A)	EXCISE DUTY (IF ANY) [%AGE & VALUE] (B)	SALES TAX/ VAT(IF ANY) [%AGE & VALUE] ©	PACKING AND FORWARDING CHARGES (D)	INCIDENTAL SERVICES (INCLUDING INSTALLATION & COMMISSIONING, SUPERVISION, DEMONSTRATION, TRAINING, DOCUMENTATION AND QUALIFICATION) AT THE CONSIGNEE'S SITE - E)	UNIT PRICE (AT CONSIGNEE SITE) BASIS (G) =A+B+C+D+E	TOTAL PRICE (AT CONSIGNEE SITE) BASIS (RS.) 4 X 5(G)
								FREE OF COST		

NB: Unit price shall be written in figures and words

Total Tender price in Rupees:

IN WORDS:

NOTE: -

If there is a discrepancy between the unit price and total price, then the unit price shall prevail.

Name _____
Business Address _____
Place: _____
Date: _____

Signature of Tenderer _____
Seal of the Tenderer _____