

HLL Biotech Limited
(A Government of India Enterprise)
(A Subsidiary of HLL Lifecare Limited)
Corporate Identity Number of HBL: U24290KL2012GOI030732 dtd 12.3.12

TENDER REF No: HBL/IVC/LTE/HSD/001/15-16 dated 18.03.2016

**LIMITED TENDER ENQUIRY FOR SUPPLY OF HIGH SPEED DIESEL AT
INTEGRATED VACCINE COMPLEX, CHENGALPATTU**

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 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 of work is **Supply of High Speed Diesel (HSD) to IVC Chengalpattu**. Maximum requirement of HSD shall be **800 litres /day for next 5 Months**.

The Supply has to be done by the supplier to **Integrated Vaccines Complex, SF No 192 & 195, Thirumani Village, Chengalpattu– 603001 Tamilnadu, India**

IMPORTANT DATES:

SL	DESCRIPTION	SCHEDULE
1.	Closing date & time for receipt of Tender	24-MARCH-2016, 15:00 Hrs
2.	Time and date of opening of Bids	24-MARCH-2016, 15:30 Hrs
3.	Venue of Opening of Tender	HLL Biotech Limited, Tisel Biopark Campus, (Module no. 013 - 015), CSIR Road, Taramani, Chennai- 600 113

1. Instruction to Bidders

The bids are invited on **single stage bidding process basis**. The bid will constitute of Technical bid and Financial bid. Both Technical bid and financial bid are to be submitted in a single sealed envelope super scribed with tender reference number.

Note: The Financial Bid should be submitted in the format given in Annexure III – Price Schedule.

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.

Due date of submission of the bid will be **on 24.03.2016 upto 15:00 Hrs**. The bid will be opened on the same day at 15:30 hrs. Bids shall be valid for 120 days from the date of opening.

1.1 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.

1.2 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.

1.3 **The Chief Executive Officer,**
HLL Biotech Limited,
TICEL Bio-park Campus (Module no. 013-015),
CSIR Road, Taramani, Chennai- 600 113
Contact No: 044 22544949/68.
Email: ceo@hllbiotech.com / sureshs@hllbiotech.com

2. Mode of submission of Bids

- a. Bid document ***bearing signature and seal of the bidder in all pages***
Annexure : I (Bid Data sheet)
Annexure: II (Bid form)

The bids shall be enclosed in a sealed envelope super scribing “**Supply of High Speed Diesel (HSD) to IVC Chengalpattu, Tender Ref No. HBL/IVC/LTE/HSD/001/15-16 dated 18.03.2016**”

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

3. Minimum Eligibility Criteria

1. *Bidders shall be an authorized dealer/agent/retailer of the HSD manufacturer. Authorized dealer/agent/retailer Certificate to be attached.*
2. *The bidder should have continuously supplied HSD during the last three years (Proof of Purchase order copy shall be provided)*

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.

5. Tender Price & Documents

The prices in the Price Schedule shall be entered separately in the following manner:

- a) The price of the goods should be quoted on **FOR IVC CHENGALPATTU 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 IVC CHENGALPATTU price will be considered for comparison and evaluation.

6. Exemptions/Forms

HBL will not be giving any duty exemption. However **HBL will issue the “C” form.**

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 a Purchase Order.

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:

Sl. No.	Stage	%
1	On Supply of material at site	100% payment shall be made within 15 days of delivery of the material at site and submission of invoice.

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. Delivery SCHEDULE

- 6.1 The HSD shall be delivered at IVC site **within 24 hrs after getting confirmation from HBL.** (Maximum requirement of HSD shall be 800 litres /day).

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. 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.

11.5 Liquidated Damages:

If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 5% of the contract value. Once the maximum is reached Purchaser/Consignee may consider termination of the contract

9. ARBITRATION

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 **Chennai**.

10. 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.

11. STATUTORY VARIATIONS

In case of statutory variation in regard to fuel prices, taxes/levies, within the stipulated date of completion of individual agreement, the same shall be paid or recovered as per the actual against documentary proof. However beyond this period HBL will take advantage of any reduction in taxes/levies but will not pay extra on account of increase in taxes/levies.

ANNEXURE- I
BID DATA SHEET

S.no	Description	Details
1	Bid reference number	HBL/IVC/LTE/HSD/001/15-16 dated 18.03.2016
2	Due date for submission	24.03.2016 UPTO 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 Dealer / Agent / Retailer	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 Dealer / Agent / Retailer	Attached/Not Attached
13	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	Authorized Dealer/Agent /Retailer Certificate	Attached/not Attached

ANNEXURE- II

BID REF No: HBL/IVC/LTE/HSD/001/15-16 dated 18.03.2016

BID FORM

Item: Supply of HSD at 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 IVC Chengalpattu**) 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.

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 III
PRICE SCHEDULE

SCHEDULE	2 BRIEF DESCRIPTION OF GOODS	3 COUNTRY OF ORIGIN	4 PRICE PER UNIT (RS.)			
			EX - FACTORY/ EX -WAREHOUSE /EX- SHOWROOM /OFF - THE SHELF (A)	EXCISE DUTY (IF ANY) [%AGE & VALUE] (B)	CST/ VAT(IF ANY) [%AGE & VALUE] ©	LOADING, UNLOADING & TRANSPORTATION CHARGES (D)
1	HIGH SPEED DIESE L					

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 THE UNIT PRICE shall prevail.

NAME _____

BUSINESS ADDRESS _____

PLACE: _____

DATE: _____

SIGNATURE OF TENDERER _____

SEAL OF THE TENDERER _____