

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

**LIMITED TENDER ENQUIRY**

**REF No: HBL/LTE/ADMIN/FURNITURE/001/15-16 dated 24<sup>th</sup> April 2015**

**TENDER FOR SUPPLY OF OFFICE CHAIRS**

**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 SUPPLY**

The scope of supply should be the supply of **Office Chairs** as mentioned in the **SCHEDULE OF REQUIREMENT** and complying strictly with the enclosed Technical Specification. The delivery has to be done by the supplier at **HBL Module-13-15, TICEL Biopark Campus, Taramani, Chennai-600 113.**

**1. Instruction to Bidders**

- 1.1 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. Technical bid along with EMD cover & Financial Bid should be kept in a single cover super scribed with tender reference number.

**Note: The financial bid should be submitted in the format given in Annexure V – Price Schedule.**

- 1.2 The bids are invited for **the supply of the Office Chairs for HBL Lab, TICEL Biopark Campus, Taramani, Chennai-600 113** as per specification, product details and quantities given in the bid document. The bidder who satisfies the eligibility criteria detailed in the tender enquiry document is eligible to participate in the tender process, except those 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: [ramanr@hllbiotech.com](mailto:ramanr@hllbiotech.com)**

Due date for submission of the bid will be **11<sup>th</sup> April 2015, 14:00 Hrs.** The technical bid will be opened on the same day at 14:30 hrs.

- 1.5 Bids shall be valid for 90 days from the date of bid opening.
- 1.6 The bidder should quote for **ALL** items in the Schedule of Requirement with complete technical specification, brand, make, catalogue number and certifications as applicable to facilitate evaluation.

## **2. Mode of submission of Bids**

The following documents have to be submitted along with the bid:

- a. **EMD (Earnest Money Deposit) in the form of crossed demand draft/ banker's cheque from any scheduled commercial bank in favor of "HLL Biotech Limited" payable at Chennai, for Rs. 3,500/-**

**NOTE:** The EMD shall be valid for 45 days beyond bid validity period from the date of tender opening, i.e 135 days

- b. Bid document bearing signature and seal of the bidder in all pages
- c. **Annexure: I** (Complete technical specification, brand, brochure/make, catalogue number)
- d. **Annexure : II** (Bid Data sheet)
- e. **Annexure: III** (Past experience, including previous Purchase Order copies, and Satisfactory Certificates from customers).
- f. **Annexure: IV** – (Bid Form)
- g. **Annexure: V** – (Financial bid in the prescribed format)
- h. All other supporting documents (as mentioned in clause 3) and certificates substantiating the bidder's eligibility shall be attached.

2.1 The documents shall be enclosed in a sealed envelope super scribing  
**“Tender for supply of Office Chairs, Tender REF No:  
HBL/LTE/ADMIN/FURNITURE/001/15-16 dated 24<sup>th</sup> April 2015”**

2.2 The envelope shall be addressed to the  
**The Chief Executive Officer,  
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.**

2.3 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/ representative/reseller for the supply of the mentioned make of Office Chair. Manufacturer's Authorization Certificate to be attached.
- b. Net worth of the company shall be positive during the last three financial years. **The balance sheet , profit and loss account for last two financial years (FY 2013-14 & FY 2014-15) 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 done in the past. The bidder shall have made adequate supply of the same or similar material in last 2 years. ***Purchase orders and/or satisfactory installation certificates from customers as proof of the same 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.

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

### 5. Tender Price & Documents

- a) The price of the goods should be quoted on FOR HBL 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;

***The prices should be quoted in the Price Schedule given as Annexure-V***

- 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.

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. Three 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. Insurance Certificate wherever applicable
- IV. Manufacturers/Supplier's Quality certificate & In-house inspection certificate.
- V. All OEM CDs and Literature

## **6. Exemptions/Forms**

HBL will not be giving any duty exemption certificate. HBL will issue the C' form for Interstate transaction wherever applicable.

## **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, HBL will promptly notify the same to successful Bidder through an LOA/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. "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:

On supply of material at the desired location & Final acceptance by HBL Representative	100% payment within 15 days from the date of supply
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### 4. TAXES AND OTHER LEVIES

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

## 5. PERFORMANCE SECURITY

DELETED

## 6. ADDITIONS/DELETIONS

- 6.1 HBL shall have the right to direct in writing for changes, additions, modifications or deletions in the quantity and specification or any part of the supply and to request in writing additional work in connection therewith and the Contractor/ Bidder shall comply with such directions.
- 6.2 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.

## 7. TIME SCHEDULE

- 7.1. The day of commencement of project will be reckoned from the date of issue of Purchase order.
- 7.2 All the material shall be supplied within 4 weeks from the date of Purchase Order.
- 7.3 The supply 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, HBL shall recover the liquidated damages from the Contractor/ Bidder at the rate of 0.5% (Zero point Five 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 supply executed at the supplier risk and cost.

## 8. EXTENSION OF TIME

- 8.1 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.

- 8.2 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.

## **9. ABANDONMENT OF SUPPLY**

- 9.1 If the Contractor/ Bidder/ supplier abandons the supply 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.
- 9.2 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.

## 10. SUPPLY QUALITY

10.1 The bidder shall give warranty for supply quality, packing, validity and integrity of specifications mentioned in the bid and provide with necessary certificate of analysis for each batch and lot.

10.2 HBL may recover the loss from the dues of the Contractor/ Bidder in case of failure to comply with the above clause.

## 11. DETERMINATION AND RESCISSION OF TERMS & CONDITIONS

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 supply debiting the Contractor/ Bidder the extra amount, if any, so spent for getting the balance supply done. This amount would be in addition to the recovery of liquidated damages.

## 12. GENERAL

12.1 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.

12.2 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.

12.3 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.

12.4 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.

### **13. ARBITRATION**

- 13.1 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.
- 13.2 The place of arbitration shall be at Chennai.

### **14. 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 SCHEDULE OF REQUIREMENT/SPECIFICATIONS**

**REF No: HBL/LTE/ADMIN/FURNITURE/001/15-16 dated 24 April 2015**

<b>SI</b>	<b>Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>EMD</b>
1	Office Chair	a. Pneumatic Seat height adjustment – 120 mm b. Center Tilt Synchronised Mechanism c. Upright Position Locking d. Tilt Tension Adjustment e. Moulded PU Foam Cushioned Seat and Back f. 5 Pronged Steel Pedestal Preferred Make: Godrej/ Neelkamal/ Featherlite	25	Rs.3500/-

**ANNEXURE- II**

**BID DATA SHEET (to be filled and submitted)**

S.no	Description	Details
1	<b>Bid reference number</b>	<b>REF No: HBL/LTE/ADMIN/FURNITURE/001/15-16 dated 24th April 2015</b>
2	<b>Due date for submission</b>	11 <sup>th</sup> April 2015, 14.00 hrs
3	<b>Name &amp; Address of bidder</b>	
5	<b>Year of establishment</b>	
6	<b>Type of the firm</b>	Public Ltd/Pvt Ltd./Partnership/Regd firm
8	<b>Name &amp; Address of Directors/Partners</b>	1. 2. 3.
7	<b>PAN Number</b>	
8	<b>Contact Phone-Office</b>	
9	<b>Cell</b>	
10	<b>Email</b>	
11	<b>Copy of MOA/partnership deed/Registration</b>	Attached/Not Attached
12	<b>Copy of PAN of Directors/Partners</b>	Attached/Not Attached
13	<b>Latest IT return statement</b>	Attached/Not Attached
14	<b>Past two years P&amp;L, Balance Sheet</b>	Attached/Not Attached
15	<b>All pages of bid document duly sealed and signed by the authorized person</b>	
16	<b>Power of Attorney/ Authorization to sign the bid</b>	Attached/not Attached
17	<b>Manufacturer authorization letter</b>	Attached/not Attached
18	<b>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 )</b>	Attached/Not Attached

**ANNEXURE- III**

**Details of previous supply of Office Furniture in last TWO years**

Sl. No.	Name and location of Supply	Supply Details		
		Details of the items supplied (Make & Model)	Quantity supplied and Date	Supply Value (Rs.)
1				
2				
3				
4				
5				
6				

***\*Purchase order and satisfactory Installation Certificate copies from the Clients are to be attached.***

## ANNEXURE- IV

**BID REF No: HBL/LTE/ADMIN/FURNITURE/001/15-16 dated 24 April 2015**

### **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 or DDP HBL 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**

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)	CST/ VAT(IF ANY) [%AGE & VALUE] ©	PACKING AND FORWARDING CHARGES (D)	INCIDENTAL SERVICES (INCLUDING INSTALLATION & COMMISSIONING SUPERVISION, DEMONSTRATION , TRAINING, DOCUMENTAION AND QUALIFICATION) AT THE CONSIGNEE'S SITE (E)	UNIT PRICE (AT CONSIGNEE SITE) BASIS (F) =A+B+C+D+E	TOTAL PRICE (AT CONSIGNEE SITE) BASIS (Rs.) 4 X 5(F)

NB: Unit price shall be written in figures and words

Total Tender price in Rupees:

\_\_\_\_\_

**IN WORDS:**

\_\_\_\_\_

NOTE: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

**NAME** \_\_\_\_\_

**BUSINESS ADDRESS** \_\_\_\_\_

**PLACE:** \_\_\_\_\_

**SIGNATURE OF TENDERER** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SEAL OF THE TENDERER** \_\_\_\_\_



**ANNEXURE – VI  
MANUFACTURER'S AUTHORISATION FORM**

To

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**HLL Biotech Limited, Chennai**

Dear Sirs,

Ref. Your TE document No \_\_\_\_\_, dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (name and description of the goods offered in the tender) having factories at \_\_\_\_\_, hereby authorise Messrs \_\_\_\_\_ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. \_\_\_\_\_ (name and address of the above agent) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

WE ALSO HEREBY EXTEND OUR FULL WARRANTY AS APPLICABLE AS PER CLAUSE 15 OF THE GENERAL CONDITIONS OF CONTRACT, READ WITH MODIFICATION, IF ANY, IN THE SPECIAL CONDITIONS OF CONTRACT FOR THE GOODS AND SERVICES OFFERED FOR SUPPLY BY THE ABOVE FIRM AGAINST THIS TE DOCUMENT. WE ALSO HEREBY CONFIRM THAT WE SHALL BE OVERALL RESPONSIBLE FOR THE TIMELY DELIVERY OF THE EQUIPMENT AND INSTALLATION AS PER THE REQUIREMENTS STIPULATED AND AGREED IN THE TENDER ENQUIRY DOCUMENT.

Yours faithfully,

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[Signature with date, name and designation]

for and on behalf of Messrs \_\_\_\_\_

[Name & address of the manufacturers]

**Note:**

1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be sent.