

HLL Biotech Limited
(A Government of India Enterprise)
(A Subsidiary of HLL Lifecare Limited)
BID REF No: HBL/ADM/VEH/010/13-14 dated 10.07.2013

TENDER FOR HIRING VEHICLES

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 CONTRACT

The scope of this contract is hiring one Indigo/equivalent car & one Indica/Equivalent car on monthly basis as per requirement of HBL for official use. The HBL requires 2012 model one Indigo/equivalent car & one Indica/Equivalent car on monthly basis required for the official use of HLL Biotech Limited (HBL) for a period of one year as per the terms & conditions mentioned in this tender.

DEFINITION:

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.

SECTION – I **BIDDING PROCESS**

1. Instruction to Bidders

- 1.1 The bids are invited on single stage bidding process basis. The documents required as mentioned in the minimum eligibility criteria and bid data sheet to be submitted in the sealed envelope along with EMD cover
- 1.2 The bid is invited for hiring one Indigo/equivalent car & one Indica/Equivalent car for HBL office, TICEL Bio Park limited, Taramani,

Chennai as per the requirements 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. Due date of submission of the bid will be on **24th July, 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 90 days from the date of opening.

2. Mode of submission of Bids

- 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.15,000/-**
 - b. Bid document bearing signature and seal of the bidder in all pages
 - c. All the Annexures are to be duly filled, stamped and signed.
- 2.1 The bids shall be enclosed in a sealed envelope super scribing "**Tender for Hiring Vehicles, tender ref no. HBL/ADM/VEH/010/13-14 dated 10.07.2013**" 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 22544949/56/70, 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. The tenderer should have registered and well established Tourist/Transport Agency/Firm having **five number** of Vehicles out of which at least two are the year of 2012/ latest model vehicles. Proof to this effect is to be enclosed along with the tender.
- b. Proof of valid insurance of the Vehicles should be enclosed.
- c. The bidder shall submit the orders of their clients for the same kind of contract or satisfaction certificate from previous clients.

4. 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.

5. Notification of Award

5.1 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.

- 5.2 Upon selection of the successful bidder, HBL will promptly notify the same to successful Bidder through an LOI/Purchase Order.
- 5.3 EMD's of unsuccessful bidders will be returned only after finalizing the L1 Party.

6. PRICE EVALUATION FOR TENDER ILLUSTRATION

Evaluation, Criterion for tender shall be as follows-

Tender cost = (Fixed monthly rental for 2400 kms and 300hrs + charges for additional Kms run in a month + charge for additional working hrs.)

e.g. if fixed rental is = x, charges per extra km. is = y, charge per extra hrs is = z the tender cost = $(x+100y+20z)$

(Note: 100 for extra kms and 20 for extra working hrs is taken for evaluation purpose only).

The actual additional kilometers, additional working hours and outstation bata will be calculated at actual on monthly.

SECTION -II **TERMS AND CONDITIONS**

1. CONTRACT PERIOD

This Contract agreement is valid for one year from the date of issue of LOA / Contract Agreement. The rates at which the contract is awarded will

be valid throughout the contract and no claims whatsoever on account of factors such as statutory payments, minimum wages etc. shall be entertained and it will be the responsibility of the contractor to bear such additional expenses.

In case of increase in the fuel price, the additional payment may be considered by obtaining approval from the competent authority of HBL. Agency has to give the written request with the following details;

- i) Rate of increase per liter
- ii) Date of Announcement/implemented
- iii) Meter reading on the date at which the price increased

The contract could be considered for extension based on satisfactory service performed by the Contractor and by mutual agreement for such further period(s) as may be agreed upon, but not exceeding one year at a time.

2. PAYMENT SCHEDULE:

- a. No advance payment is payable by the HBL or the officers traveling in such Vehicles. The billing will be done on a monthly basis and the contractor should submit the bills by the first week of the following month.
- b. The payment will be made only for those log books and duty slips which have been signed by the officer/staff using the Vehicles. It will be the responsibility of the driver to get the log book entries indicating start kilometers, end kilometers, distance covered, time from HBL, places

- visited etc. for each occasion of journey signed by the officer/staff traveling and duty slips signed by the officer/staff on a day to day basis.
- c. Payment shall be made within 7 days from the date of submission of bills certified by HBL Admin department against trip sheet on monthly basis.
- d. Toll tax, Entry tax, Permit fee for crossing border if any, parking charges will be borne by the HBL for which the original receipts should be submitted along with monthly bill.

3. ESCALATION CALCULATION

In case of fuel price increase, the additional amount will be calculated as follows,

Average kilometers per liter will be taken 12. Whenever the fuel price increased by government, the agency should submit the request as mentioned in Section-II (clause 1).

Additional amount =

$$\left(\left\{ \begin{array}{l} \text{Total kilometers from} \\ \text{the date of price increase} \end{array} \right\} \times \left\{ \begin{array}{l} \text{The rate} \\ \text{increased per lit} \end{array} \right\} \right) \\ \hline \text{12 km per liter}$$

4. TAXES AND OTHER LEVIES

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

5. PERFORMANCE SECURITY

- a. The successful bidder has to furnish performance guarantee from nationalized / scheduled bank in the form of a bank guarantee/DD in favour of HLL Biotech Limited payable @ Chennai on receipt of the contract agreement. The performance bank guarantee/Security Deposit valid up to a period of 1 year with additional claim period of 2 months for 10% of total contract value has to be submitted within 10 days from the date of Contract Agreement. The EMD Paid shall be returned after receipt of Performance Bank Guarantee.
- b. Failure of the successful Bidder to furnish the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract.
- c. Forfeiture of Performance Security
In case, the Contractor/ Bidder fails to provide the service as mentioned in this tender, HBL, without prejudice to rights and remedies available under the contract, shall forfeit and en-cash the Performance Guarantee.
- d. 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 HBL, shall make good the deficit.

6. TIME FRAME

The Vehicles, as requisitioned by HBL, should reach the stipulated destiny

located within Chennai, within a maximum time of 30 minutes, irrespective of the location of the Transport agency who has been awarded the contract.

7. CALCULATION OF TIME AND DISTANCE

For the purpose of calculation of time and Distance (KM) mileage will be paid from garage to garage subject to maximum of 10 (Ten) Km from the HBL office, TICEL Biopark Campus, Chennai. For other area the distance will be calculated from garage to garage from the point of embarking and disembarking.

8. ACCIDENT HANDLING

If during the course of engagement of the vehicles to the services of the HBL, any accidents etc. occurs either to the vehicle or to the third party, HBL will not be responsible and any liability arising out of such accident will be the responsibility of the transporter only.

9. OTHER CONTRACTUAL STIPULATIONS

- a. All incidental expenditure towards repair will be borne by the vehicle owner. The firms should have the capacity of repairing their Vehicles in a short time and during repair time the firm would place a substitute vehicle and driver immediately with no extra cost/additional kilometers.
- b. The Vehicles provided to the HBL should fulfill the norms and statutory regulations prescribed by the Government of Tamilnadu, Department of Transport for Hired Vehicles.
- c. No Compromise will be made by HBL towards punctuality,

- cleanliness, obedience, promptness, behavior etc. If the tenderer, at any point of time during official duty, fails to perform duties, as directed by the HBL, the security deposit will be forfeited and contract will be cancelled forthwith without any notice by the Competent Authority.
- d. In case of dispute of any kind and in any respect whatsoever, the decision of The Chief Executive Officer (IVC) HBL, shall be final and binding.
 - e. The HBL shall be liable to pay the hiring charges along with toll charges/parking charges only. All other liability, being the owner of car shall be borne by the contractor.
 - f. The Contractor shall comply with all statutory enactments/provisions/permits in relating to services offered by them.
 - g. The Contractor should have adequate number of telephone for Contact on round the clock. The HBL can request for the Vehicles at short notice and Contractor shall provide the Vehicles within such time on receipt of HBL's request in writing /over phone failing which the HBL is at liberty to make alternative arrangement for hiring of Vehicles at the risk and cost of the Contractor.
 - h. The Contractor would ensure that the drivers employed have valid driving license and carry the necessary registration papers, security check verified and should be educated and properly behaved, properly uniformed and well conversant with the traffic rule/regulations and city roads/routes. It will be the responsibility of the cab driver to get the duty slips and log book entries indicating start meter reading, end meter reading, distance covered and time from HBL to places visited etc. for each occasion of journey, signed by the HBL officer/staff traveling on a day to day basis.

- i. He shall also agree to indemnify the HBL against all losses and claims arising out of any negligence or misconduct on the part of the operator or agent.

10. ABANDONMENT OF CONTRACT

- a. If the Contractor/ Bidder/ supplier abandons the service for any reason whatsoever or becomes incapacitated as aforesaid, HBL shall forfeit/en-cash the Performance Guarantee.
- b. 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.

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 work debiting the Contractor/ Bidder the extra amount, if any, so spent for getting the balance work done.

12. ARBITRATION

- a. 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.
- b. 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.

ANNEXURE- I
BID DATA SHEET

S.no	Description	Details
1	Bid reference number	HBL/ADM/VEH/010/13-14 dated 10.07.2013
2	Due date for submission	24th July, 2013 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	Vehicles Insurance Copy	Attached / Not Attached
14	Latest IT return statement	Attached / Not Attached
15	Past three years P&L, Balance Sheet	Attached / Not Attached
16	All pages of bid document duly sealed and signed by the authorized person	Attached / Not Attached
18	Power of Attorney/Authorization to sign the bid	Attached / Not Attached
19	Earnest Money Deposit (EMD)	Attached / Not Attached

ANNEXURE- II

**Clients detail with the order value
Same kind of service provided in the last TWO years**

S. No.	Name and address of the Client	Contract Details		Contract Period
		Details of the Vehicle	Project Value Rs Lakhs	
1				
2				
3				
4				
5				
6				

Satisfactory completion certificate or Order copies from the client to be attached.

ANNEXURE- III

BID REF No: HBL/ADM/VEH/010/13-14 dated 10.07.2013

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 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 IV - A
PRICE SCHEDULE FOR INDIGO /EQUIVALENT CAR

S.No	Item Description	Rate in fig (Rs.)	Rate in words (Rs.)
1	Monthly Charges for normal run upto 1500 KM & 300 Hrs to be covered in a calendar month		
2	Monthly Charges for normal run more than 1500 KM upto 2400 KM & 300 Hrs to be covered in a calendar month		
3	Rate for excess KM run, which is to be calculated and eligible for payment on 3 months block period only. i.e rate per KM run in excess of 7200KM for 3 months block period		
4	Additional charges to be paid to the driver per day in the case of vehicle being used for duty outside Chennai district		
5	Additional Charges to driver for extra hours per month (Rate per hour) over 300 Hrs		

NOTE: If there is a discrepancy between the price in fig and in words, then the price in words shall prevail.

Name _____
Business Address _____
Place: _____
Date: _____

Signature of Tenderer _____
Seal of the Tenderer _____

ANNEXURE IV - B
PRICE SCHEDULE FOR INDICA/EQUIVALENT CAR

S.No	Item Description	Rate in fig (Rs.)	Rate in words (Rs.)
1	Monthly Charges for normal run upto 1500 KM & 300 Hrs to be covered in a calendar month		
2	Monthly Charges for normal run more than 1500 KM upto 2400 KM & 300 Hrs to be covered in a calendar month		
3	Rate for excess KM run, which is to be calculated and eligible for payment on 3 months block period only. i.e rate per KM run in excess of 7200KM for 3 months block period		
4	Additional charges to be paid to the driver per day in the case of vehicle being used for duty outside Chennai district		
5	Additional Charges to driver for extra hours per month (Rate per hour) over 300 Hrs		

NOTE: If there is a discrepancy between the price in fig and in words, then the price in words shall prevail.

Name _____
Business Address _____
Place: _____
Date: _____

Signature of Tenderer _____
Seal of the Tenderer _____