

**HLL Biotech Limited
(A Government of India Enterprise)
(A Subsidiary of HLL Lifecare Limited)
BID REF No: HBL/IT/HW/004/12-13 dated 04th Dec, 2012**

TENDER FOR SUPPLY OF LAPTOPS

INTRODUCTION OF THE COMPANY

HLL Biotech Limited (HBL) was incorporated on 12th March 2012 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 Chengelpet, an emerging industrial hub in the southern tip of Tamil Nadu state. Project outlay for IVC is Rs 6.00 Billion 80% of the products and services will be designed to meet the targets of the Universal Immunization Policy (UIP) of the country. Besides the products needed for UIP, HBL will also introduce a basket of other vaccines which are needed.

This project has been declared as a "Project of National Importance" by the Government of India.

DEFINITION:

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:-

- a) "Approved" means approved by HBL's representative in writing including subsequent confirmation of previous approval.

- b) "HBL" means the HLL Biotech Limited, which expression shall unless excluded by or repugnant to the context include HBL's representative.
- c) "HBL's representative" means Chief Executive Officer of HLL Biotech Limited, Chennai or any person authorized by him as designated in-charge of the work.
- d) "Contractor" Means successful lowest bidder.
- e) EMD means "Earnest Money Deposit"

SCOPE OF WORK

The scope of supply should be complying with the enclosed Technical Specification and obtain HBL's approval for any material deviation in specifications.

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 bids to be submitted in separate sealed envelopes. Technical bid (Envelope-I) along with EMD & Financial bid Envelope-II) should be kept in a separate sealed single (Envelope-III) superscribing with the tender reference.
- 1.2 The bid is invited for the supply of laptops for HLL Biotech Limited, TICEL Bio park limited, Taramani, Chennai as per specification and other details given in the bid document. All the bidders who qualify the eligibility conditions as detailed in the bid document are eligible to participate, except the firms who are blacklisted / barred by competent agencies, HLL or HBL in participation and award of such contracts.

1.3 Bids shall be addressed in the name of :

**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: pravien.s@lifecarehll.com (Assistant Manager- IT)

Due date of submission of the bid will be on 12th December 2012 up to 14:00 Hrs. The technical bid will be opened on the same day at 15:00 hrs.

1.4 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.

1.5 Bids shall be valid for 60 days from the date of opening.

2. Mode of submission of Bids

2.1 Documents to prove the minimum eligibility criteria and technical specifications should be submitted in a separate sealed Envelope-I marked "Technical Bid". Technical bid should consist of the following:

- a. **EMD (Earnest Money Deposit) in form of crossed demand draft/ banker's cheque** in favor of "HLL Biotech Limited" payable at Thiruvananthapuram, Kerala has to be submitted for Rs.10,000/-(Rupees Ten Thousand Only).
- b. Bid document should bear seal and signature of the bidder in all pages
- c. The following annexures should be duly filled, sealed & signed.
 - i. Annexure-I → Bid data Sheet

- ii. Annexure-II → Number of similar supplies executed in last 2 years
 - iii. Annexure-III → Technical Specification
 - iv. Copy of PAN cards of the Directors/Partners
 - v. Authorization for the signatory of the Bid to submit the offer.
- d. Annexure IV (**Mentioning only the model no & make without the price**)
duly sealed & signed.
- e. Documentary evidence for:
- Details of similar supplies executed in the past two years by the bidder, as per Annexure-I
 - Performance certificate from client in respect of Works executed.
- All other supporting documents (mentioned in clause-3) and certificates substantiating the bidder's eligibility shall be attached.
- f. The financial bid should be put in a separate Envelope -II, sealed and marked as "Financial Bid". The financial bid should contain the following annexures to be duly filled, sealed & signed,
- i. Annexure-IV → Financial bid
 - ii. Annexure-V → Bid form

2.2 The technical & financial bids shall be enclosed in an sealed Envelope-III superscribing "**Tender for the Supply of Laptops , Tender Ref: BID REF No: HBL/IT/HW/004/12-13 dated 04th Dec, 2012**" and 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.**

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. Supporting document 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 three financial years (FY 2009-10, FY 2010-11, FY2011-12) 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 the same equipments in last 2 years. Purchase orders and successful completion certificates from previous clients shall be submitted.

Documentary Proof of the above Clauses shall be submitted in the technical bid.

4. BID EVALUATION

The bidders shall be considered as technically qualified only if they are qualifying the minimum eligibility criteria as per clause-3 and technical specification given in annexure-III. The technically qualified bidders' financial bids will only be considered and opened. The date & time of financial bid opening shall be intimated separately to the qualified bidders. Technically unqualified bidder's financial bid will be sent back to bidder as unopened along with their EMD.

Bid determined to be substantially responsive will be checked by HBL for any arithmetic errors and 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 rate and the line item total price resulting from the multiplying the unit rate by the quantity, the unit rate as quoted will prevail.
- c. Domestic bidders should quote in Indian Currency. The Indian Agents of foreign suppliers shall quote in their principal's Currency or in Indian Currency by indicating the agency commission payable in percentage of gross FOB cost. The Indian Agent should be paid in Indian Currency only as per the exchange rate prevailing on the date of placement of purchase order. The Foreign Supplier may quote in their own currency preferably in common international currency. The benchmark date for conversion to Indian Rupees for comparison purpose is the date of opening of financial bid.

5. **EXEMPTIONS/FORMS**

HBL will not be giving any duty exemption/drawback certificate.

HBL can issue the 'C' form.

6. **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.

7. Notification of Award

- 7.1 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.
- 7.2 Upon selection of the successful bidder (technically qualified L1 party), HBL will promptly notify the same to successful Bidder through an LOI/Purchase Order. EMD of unsuccessful bidder will be returned only after finalizing L1 party.

TERMS AND CONDITIONS

8. PAYMENT SCHEDULE:

Payments to the contractor shall be paid within 30 days from the date of delivery and acceptance by HBL.

9. TAXES AND OTHER LEVIES

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

10. PERFORMANCE SECURITY

- 10.1 The contractor has to furnish performance guarantee from nationalized / scheduled bank in the form of a bank guarantee in the name of HLL Biotech Limited on receipt of the purchase order. The performance bank guarantee valid upto a period of 1 year with additional claim period of 2 months for 10% of total contract value has to be submitted within 7 days from the date of Purchase Order. The bidder can adjust EMD paid while participating in tender, against performance bank guarantee.

10.2 Failure of the contractor to furnish the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract.

10.3 Forfeiture of Performance Security

In case the Contractor fails to complete the work, HBL, without prejudice to rights and remedies available under the contract, shall forfeit and encash the Performance Guarantee.

10.4 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. The Contractor forthwith, on demand from HBL, shall make good the deficit.

11. ADDITIONS/DELETIONS

11.1 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.

11.2 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.

12. TIME SCHEDULE

12.1 The day of commencement of supply will be reckoned from the date of issue of Purchase order.

12.2 All the material shall be supplied within 15 days from the date of issue of purchase order.

12.3 The work 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 to adhere to the agreed time schedule, HBL shall recover the liquidated

damages from the contractor at the rate of 0.5% (zero decimal point five percent) of the total amount of fee per day of delay of any activity subject to a maximum of 10% (ten percent) of the total order value. however if there is a purposeful delay by the contractor, HBL reserves all rights to terminate the contract and get the full work executed at his risk and cost.

(However the decision of the Chief Executive Officer-HLL Biotech Limited shall be final and binding)

13. EXTENSION OF TIME

13.1 To adhere to the above mentioned time schedule, the Contractor 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 shall be considered for grant of extension of time. If the Contractor requires extension of time, they shall intimate in writing to HBL within 3 days of the occurrence of such hindrance/delay, along with proper documents.

13.2 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.

14. ABANDONMENT OF WORK

14.1 That if the Contractor abandons the work for any reason whatsoever or becomes incapacitated as aforesaid, HBL shall forfeit/encash the

Performance Guarantee. HBL shall be at liberty to make full use of all or any of material supplied by the Contractor. The Contractor 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.

- 14.2 Provided, however, that in the event of the termination of the agreement under proper notice as provided in the clause hereinafter, the Contractor 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.

15. DETERMINATION AND RESCISSION OF TERMS & CONDITIONS

- 15.1 Without any prejudice to its right against the Contractor in respect of any delay by notice in writing absolutely determine the contract in any of the following cases: -
- i) If the Contractor, being a firm/company shall pass a resolution or the court shall make any order that the firm/company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court to appoint a receiver or a manager or which entitles the court to make up a winding order.
 - ii) If the Contractor commits breach of any of the terms of agreement.
- 15.2 When the Contractor 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 to carry out the balance work by debiting the extra amount from the existing Contractor , if any, so spent for getting the balance work done. This amount would be in addition to the recovery of liquidated damages.

16. GENERAL

- 16.1 The Contractor shall be fully responsible for the technical soundness of the work including those of specialists engaged if any, by him and also ensure that the work is carried out generally in accordance with drawings, specifications and his conception.
- 16.2 HBL will have the work of Contractor and/or his sub-contractor supervised/inspected at any time by any officer, check estimates and designs.
- 16.3 The appointment of HBL's own supervisory staff, if any, does not absolve the Contractor of his responsibility of general supervision. The Contractor shall be responsible for designs of structures and all provisions/services of the work entrusted to him so as to satisfy their requirements.
- 16.4 The Contractor 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.
- 16.5 The contractor shall indemnify and keep indemnified HBL against any such claims and all costs and expenses paid by HBL in defending such claims to be borne by the contractor.
- 16.6 The contractor 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 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.

17. ARBITRATION

- 17.1 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.

17.2 The place of arbitration shall be at Thiruvananthapuram.

18. 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)/organisation(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.

19. FIXED PRICE

Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non-responsive and rejected. Prices shall be written in words and figures. In the event of difference, the price written in words shall be valid and binding.

20. PACKING (WHEREVER APPLICABLE)

The Supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involved for normal safe transport by sea / air / rail / road and suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports.

21. FORCE MAJEURE CLAUSE

If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall be reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of

such events, then claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

ANNEXURE- I
BID DATA SHEET

S.No	Description	Details
1	Bid reference number	HBL/IT/HW/004/12-13
2	Due date for submission	December 12 th 2012 14:00 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 three years P&L, Balance Sheet	Attached/Not Attached
15	All pages of bid document signed	Attached/Not Attached
16	Power of Attorney/Authorization to sign the bid	Attached/not Attached
17	Bid document signed by the authorized in all pages	Attached/Not Attached
18	EMD (in the form of Demand Draft / Bank Guarantee from a Nationalized or Scheduled bank)	Attached/Not Attached

ANNEXURE- II

NUMBER OF PROJECTS FOR WHICH LAPTOP ITEMS 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
			Brief of the items supplied	Project Value Rs Lacs	
1					
2					
3					
4					
5					
6					

Satisfactory completion certificate from the client to be attached.

ANNEXURE – III TECHNICAL SPECIFICATION

1. LAPTOPS WITH 1 YEAR ON-SITE WARRANTY; QTY- 7NOS

SPECIFICATION (MINIMUM REQUIREMENT):

- PROCESSOR : INTEL CORE I3 PROCESSOR (3RD GENERATION)
- RAM : 4 GB DDR3
- HDD : 500 GB HDD WITH INTEGRATED GRAPHICS CARD
- SCREEN : 14" LED DISPLAY
- OPTICAL DRIVE : DVD+/-RW
- OPERATING SYSTEM : PRE-LOADED WINDOWS 7 PROFESSIONAL (LICENSED) WITH MEDIA.
- WARRANTY : 1 YEAR ONSITE WARRANTY
- COMMUNICATION : 10/100/1000 MBPS LAN, BLUE TOOTH V2.1 + EDR AND WIRELESS LAN 802.11 B/G/N
- PORT : VGA, 2 USB (MINIMUM), HDMI
- ACCESSORIES : AC ADAPTER (INDIAN STANDARD) AND CARRY CASE
- OTHERS : INTEGRATED CAMERA
- CARRY BAG : 1 NO GOOD QUALITY CARRY BAG.
- MAKE: DELL/HP/ LENOVO/SONY
- MODEL : VENDOR TO SPECIFY ALONG WITH THE TECHNICAL BID

2. LAPTOPS WITH 1 YEAR ONSITE WARRANTY; QTY- 1Nos

SPECIFICATION (MINIMUM REQUIREMENT):

- PROCESSOR : INTEL CORE I5 PROCESSOR (3RD GENERATION)
- RAM : 4 GB DDR3
- HDD : 500 GB HDD WITH 1 GB GRAPHICS CARD
- SCREEN : 14" LED DISPLAY
- OPTICAL DRIVE : DVD+/-RW
- OPERATING SYSTEM : PRE-LOADED WINDOWS 7 HOME BASIC OR LATEST WINDOWS OS.
- WARRANTY : 1 YEAR ONSITE WARRANTY
- COMMUNICATION: 10/100/1000 MBPS LAN, BLUE TOOTH V4.0 + EDR AND WIRELESS LAN 802.11 B/G/N
- PORT : VGA, 2 USB 2.0 (MINIMUM), 1 USB 3.0 (MINIMUM), HDMI
- ACCESSORIES : AC ADAPTER (INDIAN STANDARD) AND CARRY CASE
- OTHERS : INTEGRATED CAMERA AND EXTERNAL USB MOUSE
- CARRY BAG : 1 NO GOOD QUALITY CARRY BAG.
- MAKE AND MODEL: LENOVO IDEAPAD U410 /SONY T SERIES

ANNEXURE – IV

Financial Bid for Laptops								
Having examined the documents and requirements of laptops as per the specifications indicated in the Annexure-III, I/We the undersigned, offer to supply the laptops as quoted below:								
S. No	Description of Hardware items	Unit	Qty	Make & Model No (Vendor to specify)	Unit Rate (Rs) In fig	Unit Rate (Rs) in words	Amount (Rs) in fig	Amount (Rs) in words
1	Laptops with 1 Yr warranty (Specification as per ANNEXURE-III)	Nos	7					
2	Laptop with 1 Yr warranty (Specification as per ANNEXURE-III)	Nos	1	Lenovo Ideapad U410/ Sony T series				
Tax & duties to be specified								
Grand Total Inclusive of All Taxes and Duties								
Grand Total in Words								

NOTE: (a) For detailed specifications refer ANNEXURE III

(b) Rates quoted are inclusive of all taxes & duties and FOR destination i.e HLL Biotech Ltd Project office at TICEL Biopark, CSIR Road, Taramani, Chennai, India

Signature of the Bidder & Seal

ANNEXURE - V

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 in full conformity with the said bidding documents for the sum of (inclusive of all applicable taxes and duties):

Rs:

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