**Bid Number: GEM/2023/B/3271755**

**Dated: 15-03-2023**

**एचएलएल लाइफकेयर लिमिटेड / HLL Lifecare Limited**

**(भारत सरकार का उद्यम / A Govt. of India Enterprise)**

**कणगला KANAGALA – 591225, बेलगावि जिला / Belagavi Dist.**

**HLL/BGM/HR/ETD-COVERING/2023-2024 Date: 15.03.2023**

**TENDER NOTIFICATION**

Quotations are invited from experienced and qualified contractors to carry out the **ETD Covering (Covering of Naked Condoms on Electronic Testing Machine)** at HLL-KFB premises on contract basis by engaging manpower for a period of **TWO** Years. The contract period, quantity and scheme for covering is variable and at the discretion of Management.

|  |  |  |  |
| --- | --- | --- | --- |
| **The Scope of work** | **Approx. Quantity****(2 Years)**  | **Estimated Cost TWO Years** | **Earnest Money Deposit (EMD)** |
| ETD Covering(Covering of Naked Condoms on Electronic Testing Machine) | 300 M.Pcs | Rs.1,32,47,903 (Approx)  | Rs.2,65,000/- |

**Work profile: covering of naked condoms on electronic testing machine.**

* Approximate labour required per day: 30 (15 each in 1st & 2nd shift). Labour requirement is vary depend upon work volume.
* Collecting the naked condoms from HP Store, as per the instructions.
* Naked condoms are to be covered on the steel moulds and after completion of covering the same should be handed over to the steamer.
* TER condoms should be covered compulsorily.
* Area should be cleaned after completion covering.

E.M.D of **Rs.2,65,000/-** is to be submitted online. Bank details - RTGS/NEFT /BANK GURANTEE transfer to - State Bank of India / A/c Number: 11130285123 / IFSC Code: SBIN0000888). Branch name: Ashok Nagar, Nipani. Vendors registered under ‘Micro & Small Enterprises Act’ (MSE) are exempted from submission of EMD *as per the rules.*

**LAST DATE FOR SUBMISSION OF TENDERS : 25.03.2023 17:00 Hrs.**

**DATE OF OPENING PRICE BID : 25.03.2023 17:15 Hrs.**

1. **Preference will be given to L1 party. However, HLL reserves the rights to allot the contract to the other parties other than L1.**

**Senior Manager (HR)**

**General Eligibility Criteria for ETD Covering:**

1. The Tenderer / Contractor should able to provide sufficient Manpower as per the requirements for ETD Covering activity.
2. The Tenderer / Contractor should have a minimum of one year of experience in Manpower Supply in Medical device manufacturing industry / Pharmaceutical / Male Contraceptive / Industries where similar nature of work carried.
3. The Tenderer / Contractor should have Registration with EPF, ESI, Income Tax, GST, and Labour authorities.
4. The Tenderer should have minimum turnover of Rs.10.00 lakhs during previous year.

**Brief Particulars of the Work Profile:**

**The Covering of Naked Condoms on Electronic Testing Machine:**

1. Collecting the naked condoms from HP Stores, as per the instructions.
2. Naked condoms are to be covered on the steel moulds.

**Target Per Day:** 0.38 M.Pcs Per shift. / 0.75 M.Pcs Per Two Shifts.

*Subject to targets will be varied based on ETD Covering requirement.*

**Rate:** Should be quoted commission charges for covering 1000 Pcs.

1. INSTRUCTION TO BIDDERS
2. This tender is intended to finalize the contract to carry out the ETD Covering work through outsourcing at the agreed rates on contract basis for a period of Two Years
3. This is a two bid system comprising of (a) Technical bid & (b) Price bid.
4. MSME units registered with UDHYOG Adhaar / UDYAM shall provide their valid registration certificates and units under the Micro and Small category will be exempted from tender fee and EMD amount subject to verification of the registration certificate.
5. In case the L-1 party not able to provide the manpower / complete the covering activities as per our requirements on stipulated time, the bidders other than the L-1 party are ready to match the L-1 rates, the work will be distributed to them also in addition to L-1 party at the matched rate of L-1 party and at the same terms and conditions and this will be binding on the L-1 party. However preference will be given to the L-1 party.
6. **If wastage % crosses more than norms (i.e.0.4%) the product cost will be recovered from the contractor / Service provider bills.**
7. This tender is an e-Tender and is being published online in Government GeM Portal <https://gem.gov.in>
8. All Corrigendum/extension regarding this e-tender shall be uploaded on these websites i.e. <https://gem.gov.in>
9. The tendering process is done online only at Government GeM Portal (URL address <https://gem.gov.in>. Aspiring bidders may download and go through the tender document.
10. All bid documents are to be submitted online only on the Government GeM website. Tenders/bids shall be accepted only through online mode on the Government GeM website and no manual submission of the same shall be entertained.
11. Bidders are advised to visit <https://gem.gov.in> portal regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
12. The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using valid Digital Signature Certificates.
13. Bidders are requested to kindly mention the GeM Bid Number in the subject while emailing any issue along with the contact details.
14. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids: Senior Manager (HR), HLL Lifecare Limited, Kanagala – 591 225, Tahasil Hukkeri, District Belagavi, State Karnataka, India Ph: 08333-279244, 279209 E-mail: veerendra@lifecarehll.com
15. More details can be had from the above Office during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the above tender process.
16. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
17. Joint ventures or Consortiums of two or more registered bidders are not permitted
18. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on GeM portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances
19. EMD : as per the tender conditions shall be paid separately, thru RTGS/NEFT /BANK GURANTEE transfer in the following HLL A/c details: Name of Bank: State Bank of India. A/c number: 11130285123. IFSC Code:SBIN0000888

Branch Name: Ashok Nagar, Nipani

1. Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment is effective on the date and time of bid opening.
2. HLL Lifecare Limited does not bind them to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
3. The HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates
4. In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare Limited including but not limited to forfeiture of EMD, Security Deposit, black listing etc., as deemed fit by HLL Lifecare Limited.
5. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
6. The required documents should be uploaded as per the requirements of GeM and should not contain price information otherwise the bid will be rejected.
7. HLL Lifecare Limited reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited’s decision shall be final in this regard.
8. If the Tenderer / s back out from the commitment their Security Deposit will be forfeited followed by Blacklisting. The tenderers should be ready to attend negotiation meeting at their own cost at Kanagala OR at the place as fixed by the Company.
9. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the tenderers and to carry out the capability assessment of the tenderers and the HLL Lifecare Limited’s decision shall be final in this regard.
10. Tender details are also available on our website [www.lifecarehll.com](http://www.lifecarehll.com)
11. Section 101 (Exemption of occupier or Manager from liability) of chapter X under the Factories Act 1948 (AII LXIII of 1948) (23rd September 1948) is applicable.
12. Payment will be released on monthly basis on submission of proper bills attaching the documents specified by the Company.
13. The contractor will have to submit an affidavit at the time of signing the agreement indicating that all employees of the contractor are paid the minimum wage as per Minimum Wages Act.
14. Preferably Contractor should have independent ESI and PF code number /PAN number and GST registration allotted by the concerned authorities (if required). The contractor will be solely and exclusively responsible to adhere to meet out all statutory obligations under Indian law in respect of compliance of all the rules, regulations and directions given by a statutory authority with regard to safety, labour laws, PF and ESI remittance or any other prevalent laws both of Central and State Enactments.
15. Contractor will comply with all the statutory norms
16. Work is to be carried out strictly as per the schedule and any change in the mode of work if desired by HLL is to be implemented and the contractor shall supervise the work.
17. HLL Lifecare Ltd. has no obligation with regard to statutory and other welfare measures for the workmen employed by the contractor for the said contract.
18. In the event of unsatisfactory services rendered by the contractor, the contract may be cancelled by the HLL by giving one month's notice. In case the contractor is having any difficulty to continue the contract he /she should give a two-month notice in writing to HLL for short closing the contract. In case the contract is short closed, HLL may forfeit the Security deposit / levy penalty as decided by the HLL authority.
19. No legal right shall vest in the contractor's workers to claim employment or otherwise absorption in neither HLL nor the contractor's workers shall have any right whatsoever to claim the benefit and/or emoluments that may be permissible or paid to the employees of HLL. The workers will remain the employees of the contractor and this should be the sole responsibility of the contractor to make it clear to his/her workers before deputing them to work at HLL.
20. The total HLL Campus is ‘NO SMOKING ZONE’. Smoking, chewing tobacco / pan masala, consuming liquor etc. is strictly prohibited inside the premises. Violation of the same shall attract a penalty up to Rs.5000/- for each instance. Such penalty shall be recovered from the contractor’s Bills.
21. The contractor shall take applicable insurance or cover all the workmen under the provisions of ESI as the case may be.
22. In case of any damages caused to HLL property by contractor/his/her men while executing the job, the cost of the same shall be recovered from the contractor.
23. The rates quoted should be valid till the completion of contract and will not be enhanced during the period of the contract on any account. Sub contract is not allowed.
24. The Contractor has to ensure that all precautions are taken for safety of his employees and equipment.
25. Work is to be carried out strictly as per the schedule and any change in the mode of work if desired by us is to be implemented and the contractor shall supervise the work.
26. Contractor or his/her authorized representative shall solely entitled to instruct their workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
27. Workers engaged by contractors for aforesaid work shall be Contractors employee only and not of HLL Life Care Limited, Kanagala.
28. Conveyance of workers engaged by the contractor is to be arranged by the contractor at his cost only wherever and whenever required or insisted.
29. Wage Slip indicating the PF deductions & employee individual PF number should be issued. Contractor shall disburse the wages to his employees deployed by him for the concerned contract work on or before 7th day of subsequent month following, irrespective of whether HLL Life care Limited has settled any of contractor’s bills or not before that date.
30. Contractor shall disburse the payment to his deployed employees through e-payment mode i.e. through bank only. Non-compliance to this condition shall attract a penalty of Rs.5000.00 per month
31. Contractor to ensure that the employees deployed in the premises of HLL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification and experience etc. acceptable to concerned department.
32. The contractor shall arrange for the Medical checkup of his/her employees and produce the fitness certificate from the authorized hospital/Doctor before reporting for the work.
33. It is the contractors’ responsibility for the safety aspects of his/her employees deployed for the work. He/she should provide necessary safety equipments like Shoes, Gloves, and Mask etc. at his/her own cost to his/her employees deployed for the said work wherever necessary. The safety and quality policy of the Company shall be complied by the contractor
34. The Company HLL Lifecare Ltd. reserves the right to cancel the contract at any time during the contract period without paying any compensation and the decision of the HLL Lifecare Ltd. with regard to termination of contractual provision will be final. In the event of contractor abandoning the work OR HLL revoking the contract HLL reserves the right to get incomplete work completed at contractor’s RISK and COST. HLL shall have a right to terminate the contract at any time without assigning ay reason thereof.
35. Contractor shall indemnify HLL against all claims by statutory authorities and losses under various labour laws, statutes OR any civil or criminal law in connection with the employees employed by him/her.
36. The contractor shall responsible for the discipline of his/her own laborers deployed under the service contract. In case of any loss to HLL on account of indiscipline of contract labour then such loss shall be assessed and recovered from the contractor’s bills or from the security Deposit.
37. The contractor shall make good all damage/loss which may be caused by any act or default of the contractor, his/her agents or servants or workers to any property of the Institute HLL reserves the option to make good the damage or loss by charging the contractor with the expenses.
38. Dispute if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole arbitrator to be appointed by HLL at Hukkeri Court as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under.
39. Any Arbitrator appointed shall not have the jurisdictions to pass any interim awards, or to grant interest higher than 8% charged simply on the award amounts or amounts payable to either party. No dispute arising of the execution, implementation or termination of the present contract, as also any other dispute with respect to the present contract be entertained by any court and shall be subject matter of Arbitration under the Indian Arbitration and Conciliation Act, 1996 and rules framed there under.
40. All legal disputes shall be subject to jurisdiction of Hukkeri court (Belagavi Dist. Karnataka) only.
41. The contractor shall submit duly signed undertaking enclosed with the tender document.
42. Unless otherwise stipulated in the Tender Notification, conditional offers, alternative offers, multiple bids by a tenderer shall not be considered.
43. Bids are liable to be rejected as nonresponsive if a Tenderer fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations
44. Furnishes wrong and/ or misguiding data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.
45. In the price bid, the Tenderer shall quote the rate for the items mentioned.
46. The Tenderer should study well, the activities involved in the covering work, number of labours required for smooth functioning of the activities, wages not less than minimum wages to be paid for his Employees.
47. In case various Tenderers quote the same rate, then the decision of the Management in this regard shall be binding on all Tenderers.
48. The Company reserves the right to accept fully or partly, reject fully or partly any tender without assigning any reason and the same will be binding on all the Tenderers. Further the company also reserves the right to completely cancel the said tender at any stage without assigning any reason and the decision of the Management will be final and will be binding on all the Tenderers.
49. The quantity and the schemes are subject to variation at the discretion of the Company and the same shall be binding on all the bidders/contractors.
50. Drug License wherever required is to be obtained by the contractor only at his own expenses on award of Contract/on intimation by HLL Lifecare Ltd.,
51. The tender can be cancelled at any stage without assigning any reasons & reference to the participants.
52. The tendered and ordered quantity and schemes are liable to change and the same will be binding on the contractor.
53. The contractor should ensure eligible minimum wages to the employees deployed by him at his premises for the said work.
54. In case the party backs out from the commitment, their EMD will be forfeited followed by blacklisting.
55. On award of contract, Security Deposit (SD) of 3% of work order value in cash OR Bank guarantee of equivalent amount is to be submitted. OR SD will be recovered @3% from each bill. The SD amount will be returned without any interest by cheque only after satisfactory completion of the Contract. Bank Guarantee of Nationalized Bank only is acceptable. The SD rate @ 3% of the work order value till 31.03.2023. However SD rate declared thereafter by Govt. of India will be made applicable
56. On award of contract, the contract can be terminated by HLL Lifecare Ltd., Kanagala at any time during the contract period without paying any compensation&the decision of the HLL Lifecare Ltd., with regard to termination of contractual provision will be final and the matter cannot be referred to the court.
57. Preference will be given to L1 Party and allotment of the orders to matched party will be at discretion of HLL Lifecare Ltd.
58. The contractor should ensure GMP requirements (Good Manufacturing Practices) as per and should follow the suggestion/instructions given by HLL Lifecare Ltd. representative from time to time for the same.
59. **Record Maintenance:** The contractor will be liable to keep the record of all the materials received from HLL Lifecare Ltd, materials handed over to HLL Lifecare Ltd., after completion of work, quantity packed Batch numbers, number of employees deployed for the said work etc. details and keep them updated regularly.
60. **Legal Compliance:** (a) The contractor should take license under the Contract Labour (R&A) Act.1970 and other statutory licenses wherever applicable and should produce proof wherever required. (b) The Tenderer should take insurance for his workers against any eventuality of accident etc. HLL Lifecare Ltd. will not be liable for any accident sustained to contractor’s workmen while on or out of the work during the contract period. The contractor has to cover personal accident insurance policy in respect of the employees engaged under Workmen Compensation Act. (c)The Contractor should obtain the Drug License on award of Contract before commencement of work, if applicable.
61. Declaration and Bid Security Declaration shall be submitted by the bidder (Forms are furnished herewtih in Annexure – C & Annexure-D)
62. Bids are liable to be rejected as nonresponsive if a Bidder:
63. fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations
64. Furnishes wrong and/ or misguiding data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

Annexure-B

Technical Bid-Questionnaire to be filled for Minimum Eligibility Criteria for ETD Covering

|  |  |  |
| --- | --- | --- |
| 1 | Can you undertake the contract for ETD Covering work as given in Schedule A, B, C, D | YES/NO |
| 2 | Are you registered with PAN, Income Tax, GST Authorities | YES/NO\* |
| 3 | Are you having Licence under the Contract Labour (R&A) Act 1970 | YES/NO\* |
| 4 | Are you having registered with ESI, EPF authorities and have independent establishment code | YES/NO\* |
| 5 | Have you any experience with HLL in the same work? | YES/NO\* |
| 6 | Have you any experience with HLL in works other than ETD Covering? | YES/NO\* |
| 7 | Have you attached the Declaration (as in schedule E) along with the Technical Bid | YES/NO |
| 8 | Will you ensure the GMP requirements  | YES/NO |
| 9 | Will you meet all the legal/statutory requirements with respect to this contract | YES/NO |
| 10 | Turn over certificate to be obtained from a Chartered Accountant  | YES/NO\* |

\* *Proof of the documents are should be enclosed.*

All the information provided herein is true and correct.

Signature & Seal of the Bidder

 Name of the Bidder:

Place:

Date:

DECLARATION ACCEPTING TERMS & CONDITIONS BY THE TENDERER

I/we confirm having read and understood all the work requirements, instructions, forms, terms and conditions an all other requirements of the above tender Notification No. Tender No: ……………………………….. Date:……………….. (both expressed and implied) in full and the offer being submitted is as per the requirements given in this Bid and that I/we agree to abide by all without any deviation.

SIGNATURE

NAME & ADDRESS OF APPLICANT

Date:

Place:

 (Seal of Applicant)

ANNEXURE - C

**DECLARATION**

To, Dated:

M/s.HLL Lifecare Ltd.

Kanagala – 591225

Belagavi Dist.

Karnataka

Ref. Your tender No.\_\_\_\_\_\_\_

Sir/Madam,

I/We the undersigned (hereinafter known as "the contractor") hereby apply for grant of contract for providing the manpower Services at HLL Kanagala.

I/We have gone through all the terms and conditions and also the schedule of items as enlisted by you in your notice inviting tender for the subject under reference.

I/We, hereby confirm that we have understood all the terms and conditions and confirm my/our commitment to abide by them. In case of any discrepancy/dispute or wrong/incorrect nomenclature in the schedule, the decision of HLL shall be final.

I/We also confirm my/our commitment to provide the material as enlisted in the schedule of items with your notice inviting tender under reference.

I/We have experience of ……. years for labour providing work as detailed below.

|  |  |
| --- | --- |
| Sl. No. | Details of previous experience. |
|  |  |

I/We enclose herewith experience certificate **YES / NO**

I am/we are enclosing herewith **Bid Security Declaration (In lieu of EMD)**

I/We understand that necessary action will be initiated against the applicant, if the applicant who is awarded the contract refuses to accept the contract as per the provisions laid down under Bid Security Declaration.

I/We understand that I/We shall have to deposit a security deposit of 3% of work order value in cash OR Bank guarantee of equivalent amount as refundable security deposit in favour of HLL Lifecare Ltd before signing the "Agreement" in case I am/We are awarded the contract. This deposit will not bear any interest and shall be refunded on termination of the contract after adjusting dues, if any.

In case the contract is awarded to me/us, I/We shall sign an
agreement within 15 days (on a non-judicial stamp of paper prescribed value) of the receipt of the letter awarding the contract.

Date this day of

 Signature of contractor

ANNEXURE - D

**Bid Securing Declaration**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tender No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To,

HLL LIFECARE LTD.

A GOVT. OF INDIA ENTERPRISE

KANAGALA – 591225, BELAGAVI DIST.

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of TWO YEAR from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signature

Name & Address of Applicant

Date:

Place:

 (Seal of Applicant)

*(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)*

PRICE BID FORMAT

1. Name & Address of the Tenderer:

1. Rates Quoted (Tenderer has to quote service charges only

|  |  |  |
| --- | --- | --- |
| **Sl. No** | **Covering of Naked Condoms on Electronic Testing Machine (ETD Covering)** | **Rate Details****(In Rs.)** |
| **1** | **Rate Per 1000 Pcs** | 28.06**\*** |
| **2** | Employer PF 13% (on Sl. No 1)  |  |
| **3** | ESI 3.25% (on Sl. No 1)  |  |
| **4** | **\*\***Contractor Commission **\_\_\_\_\_\_\_** % (on Sl. No 1) |   |
| **5** | Sub Total (Sl. No 1+2+3+4) |   |
| **6** | GST 18% (Sl. No 5\*18%) |   |
| **7** | Final Rate Per 1000 Pcs Payable to the Contractor (Sl. No 5+6) |   |

**Note:**

1. *\*Rate mentioned above is as per the existing applicable Minimum wages. However, rate may vary / revise from time to time as per Central Govt. Notification.*
2. *\*\*Service charges / Contractor Commission shall include the Administration overheads, Safety Shoe, and Payment of Supervisory Staff, Profit margin and all other charges, if any.*
3. *The payment shall be released based on the No. of Pcs covered irrespective of the manpower deployed for the work.*
4. *The contractor should deploy the manpower as per requirement of HLL Lifecare Limited.*
5. ***If wastage % crosses more than norms (i.e.0.4%) the product cost will be recovered from the contractor / Service provider bills.***

**Place: Signature of Contractor**

**Date:**

 (Seal of Applicant)