

**BID FOR ENLISTMENT  
OF  
CONTRACTORS (CIVIL)  
FOR  
VARIOUS CONSTRUCTION WORKS OF  
HLL LIFECARE LIMITED**

**DECEMBER 2012**



**एचएलएल लाइफ़केयर लिमिटेड**  
(भारत सरकार का उद्यम)

**INFRASTRUCTURE DEVELOPMENT DIVISION  
THIRUVANANTHAPURAM**

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**SCHEDULE FOR SUBMISSION**

EVENT	DATE
Date of sale of documents	15.12.2012 - 15.01.2013
Vendor meeting	03.01.2013 at 11.00 am
Last date and time for submission of enlistment bid	22.01.2013 at 3:00 pm
Date and time for Opening of enlistment bid	22.01.2013 at 3:30 pm

The Bid for enlistment will be **issued from the office of the Deputy General Manager (Technical), HLL Lifecare Limited, "ADARSH", TC 6/1718(1), Vettamukku, Thirumala PO, Thiruvananthapuram-695 006 from 15.12.2012 to 15.01.2013.** The tender documents may also be downloaded from the HLL web site [www.lifecarehll.com](http://www.lifecarehll.com) and Central Public Procurement Portal. If any date above is a holiday for HLL, the next working day will be taken.

The enlistment application should be submitted before the due date and time of submission at the following address.

**Deputy General Manager (Technical),  
HLL Lifecare Limited,  
Infrastructure Development Division,  
"Adarsh", T.C 6/1718(1),  
Vettamukku, Thirumala PO,  
Thiruvananthapuram - 695 006  
Phone - 0471 2365873/ 872  
Fax - 0471 2368144**

**HLL LIFECARE LIMITED  
(A GOVT. OF INDIA ENTERPRISE)**

**NOTICE FOR INVITING APPLICATIONS FOR PRE-QUALIFICATION**

HLL invites bid for enlistment from reputed and experienced contractors/firms for civil construction works for following classes.

1. Tendering limit upto Rs. 5 Crores (Class C)
2. Tendering limit upto Rs. 1 Crore (Class D)

The enlistment document can be downloaded from HLL website [www.lifecarehll.com](http://www.lifecarehll.com) and Central Public Procurement Portal or can be obtained from HLL ID Division, Trivandrum.

Last date and time of submission : 22.01.2013 at 3:00 pm

**Deputy General Manager (Technical)**

**HLL LIFECARE LIMITED**  
**(A Government of India Enterprise)**

**NOTICE FOR ENLISTMENT OF CONTRACTORS FOR CIVIL WORKS**

1. The tender limit upto **Rs.5.00 Crores for Class C and upto Rs. 1.00 Crore for Class D.**
2. The validity of enlistment is 2 years from the date of enlistment. This enlistment entitles the contractor for being considered for issuing the Notice inviting tender for the works subject to the terms and conditions of that particular work. It shall not confer any right to the contractor either to be necessarily considered for issue of NIT or award of work.
3. Though the validity of the enlistment is two years, HLL may extend or reduce the duration based on the actual response and other conditions.
4. Applications received by the last date of receipt would be considered for initial enlistment. However the enlistment is a continuous process and the application received after initial enlistment will be considered for the subsequent enlistment which will be carried out once in six months. Revalidation shall be done after two years.
5. Applications which should be placed in sealed envelope, will be **received by the Deputy General Manager (Technical), HLL Lifecare Limited, "Adarsh", Vettamukku, T.C.6/1718(1), Thirumala PO, Thiruvananthapuram- 695006** or his authorized representative up to **3.00 PM on 22.01.2013** and will be opened by him or his authorized representative in this office the same day at **3.30 PM.**
6. Processing fess of **Rs. 2,625/-** in the form of a Demand Draft in favour of HLL Lifecare Limited, which should be placed in a separate sealed cover marked "processing fess" shall be submitted along with the tenders. Applications without processing fee will be summarily rejected. **However those who remitted processing fee against enlistment advertisement dated March 2012 need not remit the same again but need to give the details of fee already remitted along the enlistment application.**
7. Prospective applicants may request clarification regarding the enlistment document on before the last date of sale of documents. No request for clarification will be considered after.

NOTICE FOR INVITING BID FOR ENLISTMENT

8. The contractor shall submit the enlistment fees for an amount of Rs.5000/- for class D and Rs 7500/- for Class C in the form of a Demand Draft in favour of HLL Lifecare Limited within 15 days from the date of issue of enlistment notification.
9. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
10. The enlistment shall remain in force for a period of two years from the date of enlistment.
11. Application for enlistment supported by prescribed annexure shall be submitted in sealed envelope duly super-scribed with the tendering limit for which they are submitting the application, name & phone nos. of the applicant and due date of submission and opening of bid for enlistment. The applications will be received up to 3.00 PM on 22.01.2013 in **the office of the Deputy General Manager (Technical), Infrastructure Development Division, HLL Lifecare Limited, "ADARSH", TC 6/ 1718(1), Vettamukku, Thirumala PO., Thiruvananthapuram - 695 006**. All the applications received up to 03.00 PM on 22.01.2013 will be opened on the same day at 3.30 PM. The results of enlistment on the data furnished by the contractors will be provisional.
12. HLL reserves the right to verify the particulars furnished by the applicant independently. If any information furnished by the applicant is found incorrect at a later stage, the name of the applicant will be removed from the enlistment.
13. HLL reserves the right to reject any or all prospective applicants without assigning any reason and to restrict the list of pre-qualified contractors to any number deemed suitable.
14. The enlistment of a contractor in HLL shall only entitle him to be considered for issue of tender papers subject to the conditions laid down in each individual Notice Inviting Tenders. It shall not confer any right on him either to be necessarily issued the tender papers or for award of work.
15. This Notice for Enlistment shall form a part of the final Document. In accordance with the same, the enlistment notification shall be issued in favour of the successful applicant. On such communication of acceptance, the enlisted applicants shall, within 15 days from such date, remit the enlistment fee as per clause 7 above.
16. A Vendor meeting has been arranged at ID office, HLL, Vettamukku on 11.00 am on 03.01.2013. All prospective applicants are advised to be present for the above meeting.

**Deputy General Manager (Technical)  
HLL Lifecare Limited.**

**HLL LIFECARE LIMITED**  
(A GOVERNMENT OF INDIA ENTERPRISE)  
**"Adarsh" TC - 6/1717(1)**  
**Vettamukku, Thirumala P.O.**  
**Thiruvananthapuram - 695 006.**

To

**Sub: Bid for Enlistment of Contractors (Civil) for Various Construction Works of  
HLL Lifecare Limited.**

Dear Sir,

It is here by declared that HLL Lifecare Ltd is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily reflected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the HLL Lifecare Limited.

Yours faithfully

DGM (Tech)  
ID

To

DGM (Tech) ID

Sub: Submission of Tender for the work of.....

Dear sir,

I/We acknowledge that HLL Lifecare Limited is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of the condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender bid is finally accepted by HLL Lifecare Limited. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid. HLL Lifecare Limited shall have unqualified, absolute and unfettered right to disqualify the tenderer /bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

**To be signed by the bidder and same signatory competent/authorized to sign the relevant contract of behalf of HLL Lifecare Limited**

**PRE-CONTRACT INTEGRITY PACT**

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2012,

**Between**

HLL Life Care Limited, a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HLL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

**And**

M/s \_\_\_\_\_ with office at .....represented by Shri \_\_\_\_\_ , Chief Executive Officer (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

**Preamble**

[Both HLL and BIDDER referred above are jointly referred to as the Parties]

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. .... HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Clause.1. Commitments of HLL**

- 1.1 HLL undertakes that HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any

material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HLL will report to Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

**Clause 2. Commitments of BIDDERS/ CONTRACTORS**

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

## NOTICE FOR INVITING BID FOR ENLISTMENT

- 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
- 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
- 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.
- 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any

undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

**Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts**

**3.1**

The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process

**3.2**

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HLL is entitled to disqualify the BIDDER from the tender process.

**Clause .4. Equal treatment of all Bidders / Contractors / Subcontractors**

**4.1**

The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

**4.2**

HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.

**4.3**

HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Clause .5. Consequences of Violation / Breach**

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
- iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
- vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
- vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
- ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
- xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

**Clause.6. Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

**Clause .7. Independent External Monitor(s)**

- 7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and addresses of the Monitor(s) to be given).
- 7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.
- 7.6 The BIDDER(S) accepts that the Monitor(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HLL will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the Monitor(s) option to participate in such meetings.

- 7.8 The Monitor(s) will submit a written report to the CVO of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

**Clause.8.Criminal charges against violating Bidder(s)/  
\_\_\_\_\_ Contractor(s)/ Subcontractor(s)**

If HLL obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HLL has substantive suspicion in this regard, HLL will inform the same to the Chief Vigilance Officer.

**Clause.9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, HLL or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**Clause.10. Law and Place of Jurisdiction**

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Thiruvananthapuram Jurisdiction.

**Clause.11. Other legal Actions**

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**Clause.12. Validity and Duration of the Agreement**

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director of HLL.

**Clause. 13. Other provisions**

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

INWITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

**HLL**

**BIDDER**

DEPUTY GENERAL MANAGER (TECHNICAL)  
HLL Lifecare Limited,  
Infrastructure Development Division  
Thiruvananthapuram

Witness

Witness

1.....

2.....

1.....

2.....

**HLL LIFECARE LIMITED**  
**(A Government of India Enterprise)**

**SECTION I**

**General Conditions**

**I. Applicability**

HLL propose to enlist civil contractors who intend to work with HLL for class C & D. It is done to have a ready list of suitable and competent contractors for HLL's works so as to minimize requirement of verification of credentials of contractors at the time of individual tenders.

Any Indian Individual, Sole Proprietorship Firm, Private/Public Limited Company may apply for enlistment as a contractor in HLL under these Rules provided the eligibility criteria and other conditions are satisfied.

The enlistment of a contractor in HLL shall only entitle him to be considered for issue of tender papers subject to the conditions laid down in each individual Notice Inviting Tenders. It shall not confer any right on him either to be necessarily issued the tender papers or for award of work.

HLL reserves the right to assess the performance & capabilities of contractor before issuing the particular invitation to tender and limit the number of bidders for a particular job. The empanelled contractors shall have no claim on HLL if any invitation for any job is not issued to them.

**II. Procedures**

1. The contractor shall have to submit the application in a prescribed form (Annexure - I) to the HLL, complete with all documents as per Annexure-II.
2. Incomplete applications and applications not accompanied with necessary documents are liable to be rejected.
3. On preliminary verification of the applications, HLL will enlist the qualified contractors provisionally.
4. The HLL shall have the right to independently verify the details furnished by the contractor and to get works done by the contractor inspected and/or to get such other reports as may be considered necessary.
5. After the detailed verification, if HLL finds the contractor suitable for enlistment, it shall issue the enlistment notification and, otherwise, send a letter of rejection of the application to the contractor. The decision of the HLL shall be final and binding on the contractor.
6. The HLL reserves right to limit number of contractors to be enlisted in any class.
7. The enlistment shall be valid for a period of two years .

8. Though the validity of the enlistment is two years, HLL may extend or reduce the duration based on the actual response and other conditions.
9. Applications received by the last date of receipt would be considered for initial enlistment. Application received after the due date will be considered for the next enlistment. Enlistment will be carried out twice in a year or six monthly basis in June and December.
10. **Review will be carried out to weed out non performers and those who do not participate in tenders.**

### **III. Jurisdiction and Tendering Limits**

1. The jurisdiction in which contractors enlisted in this category shall be permitted to tender and the tendering limit as follows.  
Class C - upto Rs. 5.00 Crores  
Class D - upto Rs. 1.00 Crore

### **IV Processing fee**

The contractor shall have to pay a non-refundable Processing fess of Rs. 2,625/- in the form of a Demand Draft in favour of HLL Lifecare Limited, payable at Thiruvananthapuram which should be placed in a separate sealed cover marked "processing fess" shall be submitted along with the tenders. Those who have paid the processing fees against enlistment notification dated March 2012 need not pay the fees again. They may submit details of fees already remitted along with the application.

### **V Enlistment fees**

All enlisted parties should submit the enlistment fees for an amount Rs.5000/- for class D and Rs 7500/- for Class C, in the form of a Demand Draft in favour of HLL Lifecare Limited payable at Thiruvananthapuram within 15 days from the date of issue of enlistment notification.

### **VI Contractor's obligations -**

The contractor should fulfill all his obligations under these rules in time and manner as specified, failing which he shall be liable for the action as mentioned therein. Some of the obligations are summarized below:-

- a) Prior concurrence shall be obtained from the enlisting authority before changing the constitution of the firm/company.
- b) Intimation of change of address should be given in advance or within one month along with acknowledgement from Banker, Income Tax and Sales Tax authorities.
- c) He should not indulge in unethical practices and maintain good conduct

- d) He shall execute the works awarded to him strictly as per the terms and conditions of the contract and specifications.

## **VII Disciplinary Actions**

- 1 The contractor shall have to abide by all the rules of enlistment and also by the terms and conditions of the contract and the Notice Inviting Tenders. He shall have to execute the works as per contract on time and with good quality. The HLL shall have the right to suspend business with him for any period, debar him or remove his name from enlistment. Decision of the HLL shall be final and binding on the contractor.
- 2 Removal from the approved list of empanelment:

The name of the contractor may be removed from the approved empanelment list of contractors, by the enlisting authority, if contractor/firm:

- A) has, on more than one occasion, failed to execute a contract or has executed it unsatisfactorily; or
- B) in case of bankruptcy or for activities detrimental to the interest of HLL
- C) is proved to be responsible for constructional defects in two or more works; or
- D) persistently violates any important conditions of the contract; or
- E) fails to abide by the conditions of enlistment; or
- F) is found to have given false particulars at the time of enlistment; or
- G) has indulged in any type of forgery or falsification of records; or
- H) changes constitution of the firm or Individual without prior concurrence of the enlistment authority; or
- I) changes permanent address / business address without intimation to the enlistment authority; or
- J) is declared or is in the process of being declared bankrupt, insolvent, wound up, dissolved or partitioned; or
- K) persistently violates the labour regulations and rules, or
- L) is involved in complaints of serious nature received from other departments which prima facie appear to be true.
- M) Default in settlement of tax dues like income tax, Contract tax, sales tax, octroi, duties etc.
- N) Ceases to fulfill eligibility criteria based on which enlistment.
- O) is considered not required to be in list of HLL for any other reason considered fit by HLL.
- P) Non-performers and those who do not participate in tenders floated by HLL within the tendering limit without proper justification.
- Q) Contractors who are litigative (having initiated legal/arbitration proceedings) which were rejected by the court/arbitrator more than once during the enlistment period will be suspended for 6 months

from enlistment.

**In case of cancellation of enlistment, the contractor shall be debarred from tendering/taking up works of HLL for the period as decided by HLL. The decision of HLL in this regard shall be final and binding on the party.**

**VIII. Others**

1. Applications from Joint Venture companies will not be accepted.
2. The applicant should own construction equipment as per list required for the proper and timely execution of the work. Else, he should certify that he would be able to manage the equipment by hiring etc., and submit the list of firms from whom he proposes to hire.
3. The applicant should have adequate number of Key Technical and Administrative employees for the proper execution of the contract. The applicant should submit a list of these key employees stating clearly how they would be involved in this work.
4. Even though an applicant may satisfy the eligibility requirements and has been prequalified, he would be liable to disqualification if he has
  - a) Made misleading or false representation or deliberately suppressed any information in the forms, statements or enclosures required in the pre-qualification document
  - b) Obscured/ deliberately hidden record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses, etc.

If the applicant, or any constituent partner in case of partnership firm, has been debarred/black listed or terminated for poor performance by any organization at any time or ever been convicted by a court of law, their application will be summarily rejected.

## SECTION II

### ELIGIBILITY CRITERIA

#### a) Tendering limit upto Rs.5.00 Crores (Class C) & upto 1.00 Crore (Class D)

- 1 The Applicant shall have been involved in the Civil Engineering Construction Business for the last five years or more.

#### 2 Experience

- i. Should have completed with rating of satisfactory or above (certified from HLL engineer-in-charge not below the rank of Manager/Project manager) at least one work awarded by HLL for value not less than 80 % of tendering limit or 2 works each of value not less than 60% of tendering limit or 3 works each of value not less than 40% of tendering limit.

Or

- ii. Should have been enlisted for civil works by CPWD (class I)/ MES (class A) / Railway (class A) (for tendering limit Rs.5.00 Crs) & CPWD (class I/ MES (class C)/ Railway (Class B) for tendering limit Rs. 1.00 Cr. Should produce copy of valid registration certificate either attested by gazetted officer or original should be produced for verification.

and

Should have satisfactorily completed civil construction works (certified from engineer-in-charge not below the rank of Exe. Engineer/Project manager) at least one Central/State Government/Central Autonomous Body/ Central Public Sector Undertaking in a single contract work of not less than 40% of tendering limit in the last three years.

Or

- iii. Should have been enlisted by State PWD, or central/ state PSUs (class A with valid registration) and Should have satisfactorily completed (certified from engineer-in-charge not below the rank of Project manager/Executive engineer) in the last three years civil construction works of:

Three works of minimum value of 40% of tendering limit each or Two works of minimum value of 60% of tendering limit each or One work of 80% of tendering limit. Out of which One completed work costing not less than 40% of tendering limit must be with some Central/State Government/ Central Autonomous Body/ Central Public sector undertaking in a single contract.

NOTICE FOR INVITING BID FOR ENLISTMENT

3. Latest Bank Solvency Certificate for amount of 40% of tendering limit from Bank issued in the current financial year shall be submitted by the party.
4. The applicant shall have an average annual turnover of minimum 30% of tendering limit during the last three consecutive financial years ending 31<sup>st</sup> March 2012. This should be duly certified by a Chartered Accountant.
5. The applicant should not have incurred any loss in more than two years in the immediate last five consecutive financial years ending 31<sup>st</sup> March 2012 duly certified by the Chartered Accountant.
6. The applicant should own construction equipment as per list required for the proper and timely execution of the work. Else, he should certify that he would be able to manage the equipment by hiring etc., and submit the list of firms from whom he proposes to hire.
7. The applicant should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The applicant should submit a list of these employees stating clearly how these would be involved in this work.

### SECTION III

#### INFORMATION & INSTRUCTIONS FOR APPLICANTS

##### **1.0 GENERAL:**

- 1.1 Letter of transmittal and forms for Technical Evaluation are given below.
- 1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the applicant, it should be stated as "not applicable". The applicants are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified. Applications made by telegram or telex and those received late will not be entertained.
- 1.3 The application should be neatly type/written in English. The applicant should sign each page of the application.
- 1.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the qualification document are numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.5 References, information and certificates from the respective clients certifying suitability, technical knowhow or capability of the applicant should be signed by an officer not below the rank of Project manager or Executive Engineer or equivalent.
- 1.6 The applicant may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of pre-qualification document unless it is called for by the Employer.
- 1.7 Any information furnished by the applicant found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in HLL Lifecare Limited.
- 1.8 Joint Venture firms are not allowed to participate in the tender.

**2.0 METHOD OF APPLICATION:**

- 2.1 If the applicant is an individual, the applicant shall affix his signature above his name type written in full along with his current address.
- 2.2 If the applicant is a proprietary firm, the application shall be signed by the proprietor above his name type written in full along with the full name of his firm and its current address.
- 2.3 If the applicant is a firm in partnership, the application shall be signed by all the partners of the firm above their full type-written names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 2.4 If the applicant is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The applicant should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

**3.0 FINAL DECISION MAKING AUTHORITY.**

HLL reserves the right to accept or reject any application and to annul the qualification process and reject all application at any time, without assigning any reason or incurring any liability to the applicants.

**4.0 SUBMISSION OF BID FOR ENLISTMENT**

The tenderer is expected to examine carefully all the contents of the pre qualification bid including instructions, conditions, forms, terms etc. and take them fully into account before submitting the offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's own risk.

**5.0 Bid for Enlistment shall consisting of the following,**

- a. Processing Fees  
Processing, as detailed in clause 6 of NIT in original, placed in a separate sealed envelope and duly marked "Processing fee".
- b. Power of Attorney  
Attested copy of Power of Attorney (in favour of the authorized signatory of the tenderer) to submit the tender.
- c. Signed copy of Pre-qualification bid.

d. Letter of transmittal

The applicant should submit the letter of transmittal attached with this document.

e. Financial information

Applicant should furnish the Annual financial statement for the last five years (in Form "A").

f. Experience in works / similar works

Applicant should furnish the following:

- A. List of all works of similar class successfully completed during the last three years (in Form "B") as per the eligibility criteria 2 in the Notice for Pre qualification.
- B. Particulars of completed works and performance of the applicant duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each work completed or in progress (generally as in Form "C") as per the eligibility criteria 2 in the Notice for Pre qualification.

g. Organization information

Applicant is required to submit the following information in respect of his organization (in Forms "D" & E).

- A. Name & Postal Address, Telephone & Fax Number etc.
- B. Copies of original documents defining the legal status, place or Registration and principal places of business.
- C. Valid VAT/Works Contract Tax registration with Sales Tax Department.
- D. Names & Title of Directors and Officers to be concerned with the work, with designation of individuals authorized to act for the organization.
- E. Information on any litigation in which the applicant was involved during the last five years, including any current litigation.
- F. Authorization for employer to seek detailed references.
- G. Number of Technical & Administrative Employees in parent company, subsidiary company and how these would be involved in this work (in Form "E").

h. Construction plant & equipment

Applicant should furnish the list of construction plant and equipment including steel shuttering, centering and scaffolding likely to be used in

carrying out the work (in Form “F”). Details of any other plant & equipment required for the work (not included in Form F and available with the applicant may also be indicated.

**6.0 EVALUATION OF BID FOR ENLISTMENT**

1) The applicants will be evaluated in the following manner:

The eligibility criteria prescribed in Notice for Enlistment in respect of experience of similar class of works completed and financial turn over etc. will first be scrutinized and the applicant’s eligibility for qualification for the work is determined HLL. However, reserves the right to restrict the list of qualified bidders to any number deemed suitable by it.

The applicants qualifying the eligibility criteria as set out in Section II will be evaluated for following criteria by scoring method on the basis of details furnished by them.

A. Financial strength (Form ‘A’)	Maximum 20 Marks
B. Experience in similar nature of work during the last five years (Form ‘B’)	Maximum 20 Marks
C. Performance of works (Form ‘D’) (TOR, 20 marks & Performance, 15 marks)	Maximum 35 Marks
D. Personnel and Establishment (Forms “E” & “E-I”)	Maximum 10 Marks
E. Plant & Equipment (Form ‘F’)	Maximum 15 Marks
Total	100 Marks

To qualify, the applicant must secure at least fifty percent marks in each criteria and sixty percent marks in aggregate.

**The qualified bidders based on the evaluation of their bid document as per eligibility criteria will be provisionally empanelled.** On detailed verification, if any information furnished by the applicant is found incorrect at a later stage, **he shall be debarred from enlistment and taking up of any work in HLL.** After the final verification, the list of empaneled contractors will be prepared and empanelment order shall be sent to them. The empanelment shall be valid for 2 years.

Empanelment does not guarantee for issue of tenders to the contractor for a particular job. HLL reserves the right to assess the performance & capabilities of contractor before issuing the particular invitation to tender and limit the number of bidders for a particular job. The empanelled contractors shall have no claim on HLL if any invitation for any job is not issued to them.

## **7.0 SIGNING OF THE APPLICATION**

- 7.1 The tenderer shall prepare one set of the document. The Enlistment bid shall be stamped and signed on all pages by the person duly authorized to sign on behalf of the Applicant. The power of attorney duly notarized and on a stamp paper authorizing the person to sign and act on behalf of the firm should be submitted.
- 7.2 The completed application shall be without alteration, overwriting, interlineations or erasures except those to accord with instructions issued by HLL or as necessary to correct errors made by the tenderer. All amendments/ corrections shall be initialed by the person/ persons signing the tender.
- 7.3 An authorized representative shall have the authority to conduct all business and incur liabilities related thereto for and on behalf of the applicant, during the process and thereafter.

## **8.0 SEALING AND MARKING OF APPLICATIONS**

- 8.1 The Pre-qualification bid and processing fees shall be sealed in two separate covers and two covers shall be sealed in a single large envelope and submitted on or before the last date and time for submission of the application. The envelope shall be titled **“BID FOR ENLISTMENT OF CONTRACTORS (CIVIL) FOR VARIOUS CONSTRUCTION WORKS”**
- 8.2 No responsibility will be accepted by the HLL for the misplacement or premature opening of a tender, not sealed or marked as per aforesaid instructions.

## **9.0 DEADLINE AND ADDRESS FOR SUBMISSION OF APPLICATIONS**

- 9.1 Applications shall be submitted to HLL Lifecare Limited, by hand or through registered post or courier service at the address given below and not later than 03.00 pm on 20.12.2012. In respect of Applications received by post or courier, HLL shall not assume any responsibility for any delayed delivery. Documents submitted in connection with this tender will be treated confidential.

**The Application should be addressed to**

**Deputy General Manager (Technical)  
HLL Lifecare Limited**

**Infrastructure Development Division,  
"Adarsh", T.C 6/1718(1),  
Vettamukku, Thirumala PO,  
Thiruvananthapuram- 695 006.  
Phone - 0471 2365873/882  
Fax - 0471 2368144**

- 9.2 HLL may, at its discretion, extend the deadline for the submission of application, in which case all rights and obligations of HLL and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

#### **10.0 LATE APPLICATIONS**

Application received after the dead line of submission of Application shall not be considered or opened under any circumstances.

#### **11.0 AMENDMENT OF TENDER DOCUMENTS**

11.1 At any time prior to the deadline for submission of Applications, HLL either on its own or on request of the Applicant may amend the Pre-qualification Documents by issuing addenda.

11.2 An addendum issued shall be part of the Pre-qualification Documents and shall be posted at the website of HLL and no separate press advertisement will be there. The applicants are requested to check the website instantly. The applicants are advised to check the websites specified above regularly and download the addendum issued, if any.

11.3 To give Applicants reasonable time to take an addendum into account in preparing their Applications, HLL may, at its discretion, extend the deadline for the submission of Applications.

#### **12.0 WITHDRAWAL OF TENDERS**

12.1 No modification or substitution of the submitted application shall be allowed after the due date of submission.

12.2 The applicant may withdraw its Tender after submission, provided that written notice of the withdrawal is received by HLL before the due date for submission of Applications. In case an applicant wants to resubmit his application, he shall submit a fresh application following all the applicable conditions.

12.3 The withdrawal notice shall be prepared in Original only and each page of the notice shall be signed and stamped by authorized signatories. The copy of the notice shall be duly marked "WITHDRAWAL".

### **13.0 OPENING OF BID FOR ENLISTMENT & EVALUATION**

13.1 The bid for enlistment will be opened in the presence of the authorized representatives of bidders at the date and time prescribed in the schedule of submission of Application.

13.2 In case the bidder's submittal is found non-responsive with the qualification requirements; the same is liable to be rejected.

13.3 The contractors who are currently under arbitration/litigation with HLL shall not be considered for empanelment, however, request from the contractor may be considered for empanelment upon resolution of dispute.

13.4 In case of cancellation of empanelment based on the conditions listed in clause VII in General conditions, the contractor shall be debarred from tendering/taking up works of HLL for the period as decided by HLL. The decision of HLL in this regard shall be final and binding on the party.

13.5 The contractors may also be called for discussions/clarifications and the contractors shall depute their authorized representative for the same.

### **14.0 EMPLOYER'S RIGHT TO ACCEPT AND TO REJECT ANY OR ALL TENDERS.**

14.1 HLL reserves the right, without being liable for any damages or obligation to inform the applicant, to:

- A. Amend the scope and value of contract to the applicant.
- B. Reject any or all of the applications without assigning any reason.

14.2 Any effort on the part of the applicant or his agent to exercise influence or to pressurize the employer would result in rejection of his application. Canvassing of any kind is strictly prohibited.

### **15.0 JURISDICTION**

All disputes arising shall be subject to the jurisdiction of the appropriate court at Thiruvananthapuram, India and will be governed by the laws of India.

**APPLICATION FOR ENLISTMENT AS CONTRACTOR**

**Supporting Documents be annexed with the application form. (Applications found deficient in any respect are liable to be rejected without further correspondence)**

<b>Category</b>	<b>Tendering limit Upto Rs.5.00 Crores (Class C)</b>	<input type="checkbox"/>
	<b>Tendering limit Upto Rs. 1.00 Crores (Class D)</b>	<input type="checkbox"/>

1. Name of applicant .....
2. Nationality Indian  Other
3. Address i) Regd office.....  
 ii) Head Office.....  
 (Attach separate paper for addresses of other offices)

4. Telephone Number Fax No.  
 E-mail address

5. Constitution: Individual  Sole Proprietorship Concern   
 Partnership Firm  Public Ltd. Company  Private Ltd. Company

6. If partnership firm, names of the partners/ If Company, name of directors  
 1..... 2.....  
 3..... 4.....  
 5..... 6.....

7. Is the individual/sole proprietor/any partner/director of company:

- (a) Dismissed Government Servant Yes  No
- (b) Removed from approved list of contractors Yes  No
- (c) Demoted to a lower class of contractors Yes  No
- (d) Having business banned/suspended by any government in the past Yes  No
- (e) Convicted by a court of law Yes  No
- (f) Retired engineer/official from engineering deptt. of Govt. of India within last Two years Yes  No
- (g) Director or partner of any other Company/firm enlisted with any other department Yes  No
- (h) Member of Parliament or any State Legislative Assembly Yes  No

If answer to any of the above is 'Yes', furnish details on a separate sheet

8. (a) Name of person holding power of attorney .....

**NOTICE FOR INVITING BID FOR ENLISTMENT**

(b) Nationality Indian  Other

(c) Liabilities

9. Name of Bankers with full address .....

10. Place of business .....

11. Full time technical staff in applicant's employment Nos

(a) Graduate engineers with minimum 10 years' experience

(b) Graduate engineers with minimum 5 years' experience [excluding (a) above]

(c) Diploma engineers with minimum' experience 5 years

(To be filled in proforma as given in FORM 'E')

12. Does the applicant have sufficient T&P, Machinery, Equipment and Workshop

Yes  No

(To be filled in proforma as given in FORM 'F')

14. (a) Whether already enlisted with any other department Yes  No

(b) If yes, give details:

(i) Name of department .....

(ii) Class & category .....

(iii) Enlistment authority & address .....

(iv) Enlistment No. & date .....

(v) Date of validity

(vi) Tendering limit .....

16. Enlistment Processing fee enclosed:-

Draft No.	Date	Amount	Issuing Bank & Branch	Branch drawn upon	In whose favour drawn

17. Details of Works completed during the last 5 years (to be filled in proforma as given in FORM 'B').

18. Certificates from clients in original or attested copy as per proforma given in FORM'D' for all eligible works.

19. Financial information as per proforma given in FORM'A'

20. Certificates: if any

(Strike out whichever is not applicable)

Signature(s) of applicant(s):

Name

Signature

Address

Date :

No. of Documents attached

LETTER OF TRANSMITTAL

From:

To

Deputy General Manager (Technical)  
HLL Lifecare Limited  
Infrastructure Development Division,  
"Adarsh", T.C 6/1718(1),  
Vettamukku, Thirumala PO,  
Thiruvananthapuram- 695 006.

Sir,

**Subject: Bid for Enlistment for Various construction works of HLL Lifecare Limited**

Having examined the details given in the Tender press notice and Qualification documents for the above work, I/we hereby submit the qualification document and other relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms A to E1 and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
3. I/We submit the requisite certified solvency certificate and authorize HLL Lifecare Limited to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize HLL Lifecare Limited to approach individuals, employers, firms and corporation to verify out competence and general reputation
4. I/We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed the following works:
5. I/We (including all partners) certify that I/We have read the Rules of Enlistment of Contractors in HLL.

Name of work  
Enclosures.

Certificate from

Seal of applicant  
Date of submission

Signature(s) of Applicant

**FORM 'A'**

**FINANCIAL INFORMATION**

I. Financial Analysis - Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last three years duly certified by the Chartered Accountant. (Copies to be attached).

A. Gross Annual turn over on construction works

Years

2009-10	2010-11	2011-12

B. Profit/Loss

Years

2007-08	2008-09	2009-10	2010-11	2011-12

II. The following certificates are enclosed:

1. Solvency certificate

Signature of Chartered Accountant with Seal

Signature of Applicant

**FORM 'B'**

**WORKS COMPLETED SECURED DURING THE LAST FIVE YEARS OR YEARS  
ENDING LAST DAY OF THE MONTH OF  
MARCH 2012**

S.No.	Name of work & Agreement No.	Date of start	Date of completion		Reasons for delay & compensation levied, if any	Tendered Amount	Gross Amount of the completed work	Net amount received	Name, designation & complete address of the authority for whom the work was done
			Stipulated	Actual					

Signature of Applicant

**FORM 'C'**

**PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "B"**

1. Name of work /Project & Location
2. Brief description of Nature of Work:
3. Agreement No.
4. Contract Value.
5. Date of start
6. Date of completion
  - (i) Stipulated date of completion
  - (ii) Actual date of completion
7. Amount of compensation levied for delayed completion, if any
8. Amount of reduced rate items, if any.
9. Performance Report
  - 1) Quality of work  
Very Good/Good/Fair/Poor
  - 2) Financial soundness  
Very Good/Good/Fair/Poor
  - 3) Technical Proficiency  
Very Good/Good/Fair/Poor
  - 4) Resourcefulness  
Very Good/Good/Fair/Poor
  - 5) General behavior  
Very Good/Good/Fair/Poor

Dated:

Project Manager or  
Officer of Equivalent Grade

**FORM 'D'**

**DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL**

S. No.	Designation	Number available for this work	Name	Qualification	Professional experience and details of work carried out	Responsibility	Remarks
1	2	3	4	5	6	7	8

Signature of Applicant

**'FORM 'E'**

**STRUCTURE & ORGANIZATION**

1. Name & Address of the applicant
2. Telephone No./Fax No.
3. Legal status of the applicant (attach copies of original document the legal status).
  - (a) An individual
  - (b) A proprietary firm
  - (c) A firm in partnership
  - (d) A limited company or Corporation
4. Particulars of registration with various Government bodies (attach attested photocopy).

Organization/Place of registration	Registration No.
1.	
2.	
3.	
5. Names and Titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.
8. Has the applicant, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
9. Has the applicant, or any constituent partner in case of partnership firm, even been debarred/black listed for tendering in any organization at any time? If so, give details.
10. Has the applicant, or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
11. Has the applicant any valid VAT/Works Contract Tax registration with the Sales Tax Department?
12. Any other information considered necessary by not included above.

Signature of Applicant

**NOTICE FOR INVITING BID FOR ENLISTMENT**

**FORM 'F'  
DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT LIKELY TO BE USED IN  
CARRYING OUT THE WORK**

S. No.	Name of Equipment	Nos	Capacity or Type	Yr of manufacture	Condition	Ownership status			Current Location	Remarks
						Presently owned	Leased	To be purchased		
1	2	3	4	5	6	7	8	9	10	11
	<p>Earth moving equipment</p> <p>1. Excavators (various sizes)</p> <p>Equipment for hoisting &amp; lifting</p> <p>1. Tower crane</p> <p>2. Builder's hoist</p> <p><b>Equipment for concrete work</b></p> <p>1. Concrete batching plant</p> <p>2. Concrete pump</p> <p>3. Concrete transit mixer</p> <p>4. Concrete mixer (diesel)</p> <p>5. Concrete mixer (electrical)</p> <p>6. Needle vibrator (electrical)</p> <p>7. Needle vibrator (petrol)</p> <p>8. Table vibrator (elect./petrol)</p> <p>Equipment for building work</p> <p>1. Block making machine</p> <p>2. Bar bending machine</p> <p>3. Bar cutting machine</p> <p>4. Wood thickness planer</p> <p>5. Drilling machine</p> <p>6. Circular saw machine</p> <p>7. Welding generators</p> <p>8. Welding transformers</p> <p>9. Cube testing machines</p> <p>10. M.S.pipes</p> <p>11. Steel shuttering</p> <p>12. Steel scaffolding</p> <p>13. Grinding/polishing machines</p> <p><b>Equipment for road work</b></p> <p>1. Road rollers</p> <p>2. Bitumen paver finishers</p> <p>3. Hot mix plant</p> <p>4. Spreaders</p> <p>5. Earth rammers</p> <p>6. Vibratory road rollers</p> <p>Equipment for transportation</p> <p>1. Tippers</p> <p>2. Trucks</p> <p><b>Pneumatic equipment</b></p> <p>1. Air compressors (diesel)</p> <p><b>Dewatering equipment</b></p> <p>1. Pump (diesel)</p> <p>2. Pump (electric)</p> <p><b>Power equipment</b></p> <p>1. Diesel generators</p> <p><b>Any other plant/equipment</b></p>									

**Documents attached for enlistment**

S.No.	Document	Yes	No
1.	Proof of constitution (Sl.no..5) :		
	a) In case of sole proprietorship/HUF: an affidavit executed before a 1 <sup>st</sup> Class Magistrate that the applicant is the sole proprietor of the firm/Karta of HUF.	<input type="checkbox"/>	<input type="checkbox"/>
	b) In case of partnership firm: (Submit attested copies)		
	i) Partnership deed attested by Notary Public	<input type="checkbox"/>	<input type="checkbox"/>
	ii) Form "A" or equivalent form issued by Registrar of Firms	<input type="checkbox"/>	<input type="checkbox"/>
	iii) Form "B" or equivalent form issued by Registrar of Firms	<input type="checkbox"/>	<input type="checkbox"/>
	iv) Form "C" or equivalent form issued by Registrar of Firms	<input type="checkbox"/>	<input type="checkbox"/>
	c) In case of Private/Public Ltd Co. Article of Association duly attested by Notary Public.	<input type="checkbox"/>	<input type="checkbox"/>
2	Power of attorney, if any attested by Notary Public	<input type="checkbox"/>	<input type="checkbox"/>
3	Bankers' certificate from scheduled bank in the Proforma given in Annexure-III. The certificate should be on the bank's letter-head and in sealed cover	<input type="checkbox"/>	<input type="checkbox"/>
4	Balance sheet for the year of 2009-10, 2010-11 and 2011-12 in proforma as given in Form 'A'	<input type="checkbox"/>	<input type="checkbox"/>
5	a) Original or attested copies of work completion certificates from HLL of value more than 80 % of tendering limit or 2 works each of value not less than 60% of tendering limit or 3 works each of value not less than 40% of tendering limit in proforma as given in Form 'B'	<input type="checkbox"/>	<input type="checkbox"/>
	b) i) Original or attested copies of valid registration certificates from CPWD/MES/ Railways for tendering limit upto Rs. 5.00 Crs.	<input type="checkbox"/>	<input type="checkbox"/>
	i) Original or attested copies of work completion certificates for value not less than 50 % of the tendering limit.	<input type="checkbox"/>	<input type="checkbox"/>
	c) i) Original or attested copies of valid registration certificates from State PWD/State or central PSUs for tendering limit upto Rs. 5.00 Crs.	<input type="checkbox"/>	<input type="checkbox"/>
	ii) Original or attested copies of work completion certificates for Three works of minimum value of 40% of tendering limit each or Two works of minimum value of 60% of tendering limit each or One work of 80% of tendering limit must be with some Central/State Government/ Central Autonomous Body/ Central Public sector undertaking in a single contract as per eligibility criteria 2 (iii) in Section II in proforma as given in Form 'B'	<input type="checkbox"/>	<input type="checkbox"/>
6	a) Original or attested copies of work completion certificates from HLL of value more than 80 % of tendering limit or 2 works each of value not less than 60% of tendering limit or 3 works each of value not less than 40% of tendering limit for tendering limit upto Rs 1.00 Crs in proforma as given in Form 'B'	<input type="checkbox"/>	<input type="checkbox"/>
	b) i) Original or attested copies of valid registration certificates from CPWD/ MES/ Railways for tendering limit upto Rs. 1.0 Crs.	<input type="checkbox"/>	<input type="checkbox"/>

**NOTICE FOR INVITING BID FOR ENLISTMENT**

	ii) Original or attested copies of work completion certificates for value not less than 50 % of the tendering limit.	<input type="checkbox"/>	<input type="checkbox"/>
	c) i) Original or attested copies of valid registration certificates from State PWD/State or central PSUs for tendering limit upto Rs 1.00 Crs.	<input type="checkbox"/>	<input type="checkbox"/>
	ii) Original or attested copies of work completion certificates must be with some Central/State Government/ Central Autonomous Body/ Central Public sector undertaking in a single contract as per eligibility criteria 2 (iii) in Section II in proforma as given in Form 'B'	<input type="checkbox"/>	<input type="checkbox"/>
7	List of full time technical staff/Designers with qualification and experience of each (Form 'D' & E)	<input type="checkbox"/>	<input type="checkbox"/>
8	List of M/C, T&P i/c steel centering & shuttering, possessed by the (Form 'F')	<input type="checkbox"/>	<input type="checkbox"/>
9	Demand Draft <b>against processing fee</b>	<input type="checkbox"/>	<input type="checkbox"/>

**ANNEXURE - III**

***FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK***

This is to certify that to the best of our knowledge and information M/s./Sri.....having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs..... (Rupees.....). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)  
For the Bank

Note: 1) Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to enlistment authority.

2) In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

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