#### **TENDER**

#### **FOR**

# PROVIDING PRODUCTION ASSISTANTS FOR OPERATION & MAINTENANCE SERVICES AT HLL LIFECARE LIMITED, IRAPURAM FACTORY

TENDER NO. HLL/IFC/HR/O&M/17-18, 26.7.2017

HLL LIFECARE LIMITED
IRAPURAM FACTORY

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#### **DISCLAIMER**

HLL Lifecare Limited ,Irapuram Factory, Kochi (HLL-IFC) has prepared this document to give interested parties background information on the Proposed Services. While HLL Lifecare Limited have taken due care in the preparation of the information contained herein and believe it to be accurate, HLL Lifecare Ltd, any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own enquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information in responding to the tender. The information is provided on the basis that it is non – binding on HLL Lifecare Limited, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

HLL Lifecare Limited reserves the right not to proceed with the work or to change the configuration of the work, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.

No reimbursement of cost of any type will be paid to persons or entities applying to the tender.

#### SCHEDULE FOR SUBMISSION OF TENDER

EVENT	DATE
Date of downloading of documents	26.07.2017 – 10.08.2017
Last date and time for submission of completed tender	10.08.2017 15.00 hrs
Date and time for Opening of technical Bid	10.08.2017 15.30 hrs

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

UNIT CHIEF
HLL Lifecare Limited,
Irapuram Factory,
Plot no 1&2, Rubber Park
Valayanchirangara P.O
Eranakulam-683556
Tel;0484-2597200

# HLL LIFECARE LIMITED (A GOVT. OF INDIA ENTERPRISE) Tender No. HLL/IFC/HR/O&M/2017-18

26.07.2017

#### **NOTICE INVITING TENDER**

#### **HLL Lifecare Limited invites tender for the following work:**

Name of work	Resources to be provided	Estimated Cost per Year	Document Cost	Earnest money deposit (EMD)
Providing     Production assistants     for Operation and     Maintenance     Services at HLL-IFC	a.Manpower.23 nos semi skilled ITI qualified 23 no of Production Assistants	Rs.50 Lakhs including taxes per annum	Rs.525	Rs.10,0000(Rup ees One Lakh Only)

#### Other detail

Date of downloading of documents : 26.07.2017 – 10.08.2017 Last Date and time of submission :10.08..2017, 15.00hrs Date and time of opening : 10.08.2017, 15.30hrs

> UNIT CHIEF HLL -IFC

#### **DEFINITIONS**

"APPLICANT" means a reputed Indian firm having the required experience that has purchased the tender and applied for the same.

"APPLICATION" means the tender document submitted by an Applicant interested in the work in the prescribed format

"HLL" means HLL Lifecare Limited, Irapuram.

"EMPLOYER" means Irapuram factory, HLL Lifecare Limited.

"YEAR" means "Financial Year" unless stated otherwise.

"CHO" Corporate Head Office

"IFC" means Irapuram Factory

#### **SECTION I**

#### BRIEF PARTICULARS OF THE WORK

1. Salient details of the work for which tender is invited is as under:

4. Dona dalla a Dona de a Cara	
	a.Manpower;23nos Semi skilled ITI qualified personnel

- 2. The site is situated at Ernakulam...
- 3. The period of work shall be two years which may be extended on mutual consent for one more year.
- 4. The applicant shall provide the following services:
  - a..Provide Production Assistants for Operation and Maintenance Services at HLL ,Irapuram Factory.

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

#### **NOTICE INVITING TENDER**

- Tender is invited from reputed applicants/firms for Providing Production assistants for Operation and Maintenance Services at manufacturing facility, Irapuram of HLL Lifecare Limited.
- 2. Intending applicants should inspect the buildings and make judicious assessment of the extent of services to be provided.
- 3. The tender documents can be downloaded from the web site <a href="www.lifecarehll.com">www.lifecarehll.com</a> or Central Public Procurement Portal and the cost of tender document of `Rs.525/- (Rupees five hundred and twenty five only) shall be submitted along with the tender in a separate sealed cover marked as "Document Cost" in the form of DD taken in favour of HLL Lifecare Limited payable at Ernakulam failure of which the tender will be rejected.
- 4. Tender documents, which should be placed in sealed envelopes, as prescribed in Para 11 of Section II (Information & Instructions to Applicants), will be received by Unit Chief, HLL Lifecare Limited, Irapuram Factory, Plot no 1&2, Rubber Park, Valayanchirangara P.O. Eranakulam-683556 up to 1500hrs on 10.08.2017. The technical bid tender will be opened by the authorized representative in above mentioned office on the same day at 1530hrs.
- 5. The Technical bid shall be opened at HLL Lifecare Limited, Irapuram Factory, Plot no 1&2, Rubber Park, Valayanchirangara P.O, Eranakulam-683556 in the presence of representatives from HLL Lifecare Ltd and bidders who choose to attend the opening.
- 6. The scope of work shall be as detailed in Section III.
- 7. The eligibility criteria for qualifying for the tendering process is as detailed in Section II, Information & Instructions for Applicants.
- 8. Earnest Money Deposit of `Rs.10,0000/ in the form of a Demand Draft of a scheduled bank issued in favour of HLL Lifecare Limited, Eranakulam, or in the form of an irrevocable guarantee bond of any scheduled bank or State Bank of India, which should be placed in a separate sealed cover marked "Earnest Money" shall be submitted along with the tenders.
- 9. The applicant shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of an irrevocable guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed within 20 days of issue of letter of acceptance.

- 10. Applicants are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their applications as to the form and the nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their application. An applicant shall be deemed to have full knowledge of the site whether he inspects or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The applicant shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, access, facilities for workers and all other services required for executing the work. Submission of this application implies that the applicant has read this notice and all the documents and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having a bearing on the execution of the work.
- 11. Canvassing whether directly or indirectly, in connection with this application is strictly prohibited and the application submitted by the applicants who resort to canvassing will be liable for rejection.
- 12. The tender for the work shall remain open for acceptance for a period of **120 days** from the date of opening of the application. If any applicant withdraws his tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the HLL, then the HLL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
- 13. This Notice Inviting Tender shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of the successful Applicant. On such communication of acceptance, the successful Applicant shall, within 20 days from such date, formally sign the agreement consisting of:
  - a) The Notice Inviting Tender, tender documents including scope of work, and other documents if any as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - b) Agreement signed on a non-judicial stamp paper. The Performa for the same will be given along with the Letter of acceptance.

UNIT CHIEF HLL-IFC

#### **SECTION II**

#### **INFORMATION & INSTRUCTIONS FOR APPLICANTS**

- 1.0 General:
- 1.1 Letter of transmittal is given in Section IV.
- 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" of "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 applicant, 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 the client.
- 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.

#### 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.
- 2.4If 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.
- 2.5 The applicant at the time of submission of completed tender documents shall submit a demand draft for `Rs. 525/- drawn in favour of HLL Lifecare Limited, Ernakulam towards cost of the tender document.

#### 3.0 Final Decision Making Authority.

The employer reserves the right to accept or reject any Tender and to annul the Evaluation process and reject all tenders at any time, without assigning any reason or incurring any liability to the applicants.

#### 4.0 Particulars are Provisional

The particulars of the work given in Section I are provisional. They are liable to change and must be considered only as advance information to assist the Applicant.

#### 5.0 Site Visit

The applicant is advised to visit the site of work, at his own cost, and examine it and its surroundings by himself, collect all information that he considers necessary for proper assessment of the prospective assignment.

#### 6.0 <u>Tender Documents</u>

- 6.1 The tender documents consist of the following two parts documents
  - 1. Part-I- Technical Bid
  - 2. Part-II- Price Bid
- 6.2 The applicant is expected to examine carefully all the contents of the tender documents 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 applicant own risk.

#### 7.0 Submission of Tender Documents

The tender document shall be submitted in two parts

- 1. Part- I- Technical Bid, Tender document cost & EMD
- 2. Part-II- Price Bid

#### 7.1 Part -I Technical Bid shall consisting of the following,

#### a. Earnest Money Deposit

Earnest Money Deposit, as detailed clause 8 of Notice Inviting Tender, placed in a separate sealed envelope and duly marked "Earnest Money Deposit".

#### b. Power of Attorney

Attested copy of Power of Attorney (in favour of the authorized signatory of the applicant) to submit the tender.

c. Signed copies of Tender Document,

#### 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 three 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 five years (in Form "B").
- B. List of the Contracts under execution or awarded (in Form "C").
- C. Particulars of completed works and performance of the applicant should be furnished separately for each work completed or in progress (in Form "D").

#### g. Organization information

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

- 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. Names & Title of Directors and Officers to be concerned with the work, with designation of individuals authorized to act for the organization.
- D. Information on any litigation in which the applicant was involved during the last five years, including any current litigation.

- E. Authorization for employer to seek detailed references.
- F. Number of Technical & Administrative Employees in parent company Subsidiary company and how these would be involved in this work (in Form "E-I").

#### 7.2 Part -II Price Bid shall consist of the Completed Price bid.

#### 8.0 Eligibility Criteria

The applicants who meet the following criteria only shall be considered for price bid opening.

- 88.1 The applicant should have executed at least three works with minimum of value of `Rs. 50 Lakhs in providing Semi skilled manpower in a PSU /Government organization/ Large commercial establishments for a continuous period of one financial year in the past five years ending 31.03.2017
- 8.2 The applicant should have had an average annual turnover of `Rs.50 lakhs for providing Semi skilled manpower supply in the last 3 years ending 31<sup>st</sup> March 2017.
- 8.3 The applicant should not have incurred loss in at least two years during the last five years ending 31<sup>st</sup> March 2017. This should be duly certified by a Chartered Accountant and Submit a copy of Annual report (P&L).
- 8.4 The applicant should have an office at Ernakulam.
- 8.5 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.
- 9.0 Evaluation of Technical Bid
- 9.1 The applicants will be evaluated in the following manner:
  - i) The initial criteria prescribed in Para 8.1 to 8.5 above in respect of experience of similar class of works completed, bidding capacity and financial turn over etc. will first be scrutinized and the applicant's eligibility for qualification for the work shall be determined.
  - ii) The applicants qualifying the initial criteria as set out in para 8.1 to 8.5 above will be evaluated for technical competence by a suitable method. HLL, however, reserves the right to restrict the list of qualified applicants to any number deemed suitable by it . .
  - iii) Even though an applicant may satisfy the above requirements, he would be liable for disqualification if he has:
    - A. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the prequalification document,

- B. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/ weaknesses etc.
- C. 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.
- 9.2 All applicants who qualified based on Technical Bid shall be informed and to attend the price bid opening on prescribed date and time.
- 10.0 Signing of the application and number of copies
- 10.1 The applicant shall prepare one original set of the document. The documents (Part I- Technical bid & Part II- Price 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 on a stamp paper authorizing the person to sign and act on behalf of the firm, duly notarized should be submitted.
- 10.2 The completed tender 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 applicant. All amendments/ corrections shall be initialed by the person/ persons signing the tender.
- 10.3 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.
- 11.0 <u>Sealing and Marking of Applications</u>
- 11.1 The Technical and Price bids shall be sealed in two separate envelopes, superscribed as PART-I Technical bid and PART-II Price Bid respectively. The 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 envelopes shall be titled "Providing Production Assistants for Operation and Maintenance Services at HLL Lifecare Limited ,Irapuram Factory, Kochi" and clearly marked in English with name of the Applicant.
- 11.2 No responsibility will be accepted by HLL for the misplacement, premature opening of a tender, not sealed or marked as per aforesaid instructions.
- 12.0 Deadline and Address for Submission of Applications
- 12.1 Applications shall be submitted to HLL Lifecare Ltd., by hand or through registered post or courier service at the address given below and not later than **1500 Hrs on 10.08.2017**. 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.
- 12.2 The Application should be addressed to

UNIT CHIEF
HLL Lifecare Limited,
Plot no 1& 2, Rubber Park
Valayanchiranagara P.O
Ernakulam -683556
Tel:0484 2597200

12.3 HLL may, at its discretion, extend the deadline for the submission of tender, 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.

#### 13.0 Late Submission of Applications

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

#### 14.0 Validity of Applications

Application shall be valid for a period of 120 days from the last date of submission of Applications. HLL retain the right that in exceptional circumstances at its own discretion, it may ask the applicants to extend the validity of their application for a specified period. The Applicant not submitting the letter of extension of the validity period at that time shall not be further considered.

#### 15.0 Amendment of Tender Documents

- 15.1 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 Tender Documents by issuing addenda.
- 15.2 An addendum issued shall be part of the Tender Documents and shall be posted at the website of HLL as per the date specified in Schedule for submission of tender. The applicants are advised to check the websites specified above after the last date of issue of addendum and download the addendum issued, if any.
- 15.3 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.

#### 16.0 Withdrawal of Tenders

- 16.1 No modification or substitution of the submitted application shall be allowed.
- 16.2 An 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.

16.3 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".

#### 17.0 Price Bid Opening

The price bid of only the qualified applicants will be opened. Evaluation of the financial offer will be based on price quoted by the applicant. Any subsequent alteration in prices shall not be given any cognizance.

#### 18.0 Award Criteria

HLL will award, the contract to the applicant, whose tender has been determined to be subsequently responsive, complete and in accordance with the tender documents, and whose total evaluated price for undertaking the entire project as per the tender documents is the lowest.

- 19.0 Employer's Right to accept and to reject any or all Tenders
- 19.1 The employer 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.
- 19.2 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.

#### 20.0 Jurisdiction

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

#### 21.0 Validity of the Contract

The contract will be for a period of two years which may be extended for a period of one year on a mutual agreement. During the Contract period, only statutory changes only will be considered in the approved contract rates.

#### **SECTION III**

#### **SCOPE OF WORK**

The applicant shall provide following services,

SI. no.	Service	Details	No. of Personnel
1	Providing Production Assistants for Operation and Maintenance Services	Semi Skilled ITI qualified personnel	23

Age limit for the manpower to be deployed shall be between 20 - 53 years. Experienced Housekeeping staff/Production Assistants/Office Assistants shall be deployed after due approvals from HLL Officials.

#### **SCOPE OF WORK**

#### **SPECIAL CONDITIONS**

- 1) The Applicant shall at his own cost comply with the provision of labour laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include the Minimum Wages Act, 1948, the Workmen's Compensation Act, 1923, the Payment of Gratuity Act, 1972, the Payment of Bonus Act, 1965, the Payment of Wages Act, 1936, the Employees Provident Fund & Miscellaneous Provisions Act, 1952 etc.
- 2) The applicant will be required to pay minimum wages as applicable. The applicant will maintain proper record as required under the law/ acts deductions.
- 3) In case the applicant fails to execute/ perform the assigned works or a part thereof, HLL shall be authorized to deduct an amount as deemed fit by HLL from the bills of the applicant and damages will be charged to the extent of loss. In case of any unsatisfactory service, deduction up to 10 % of the amount due during the month will be imposed on the applicant. Incase of late attendance/ absence during working hours/ loitering during working hours by any personnel, HLL reserves the right of reduction of any amount from the bills payable.
- 4) If any of the persons engaged by the applicant misbehaves with any of the officials of HLL or commit any misconduct with regard to the property of the HLL or suffers from any serious communicable disease, the Applicant shall replace them immediately. In case Authority of HLL feel that the conduct of any of Applicant's employees is detrimental to the interests of HLL, the competent authority of HLL shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc., while on or off the job. The Applicant shall comply with any such request to remove such personnel at Applicant's expense unconditionally within the time limit allowed by HLL.

- 5) The applicant shall not engage/employ persons below the age of 18 years and above the age of 53 years.
- 6) The applicant shall get the antecedents of the persons engaged by him verified from police station concerned and produce a certificate in this regard to HLL.
- 7) The Applicant shall pay wages directly to his workmen through bank accounts only. The applicant shall also ensure that no amount by way of commission or otherwise is deducted & recovered from the wages.
- 8) The applicant shall pay Over time payment for the workers engaged in the Operations and maintenance.
- 9) The applicant shall provide necessary insurance coverage to his workmen engaged in the execution of this contract so as to hold the HLL non liable for any act from applicant's workmen in case of any accident mishap including death. The insurance cost of personnel working for the applicant at the site shall be borne by the applicant.
- 10) The applicant shall deploy adequate number of persons for execution of the work undertaken on contract regulating their working hours and weekly off within the statutory limits. The applicant shall be responsible for payment of overtime wages to his workmen if any, in case they are required to work beyond the prescribed hours under law.
- 11)a) Applicant shall provide proper identification cards to his employees to be deputed by him for work as per the prescribed format.
  - b) The applicant shall provide uniforms, shoes and other safety equipments to the employees engaged by him.
- 12) The personnel deployed by the applicant for the job shall meet the following requirements:
  - i) Should be medically fit.
  - ii) Should possess good conduct and discipline.
  - iii) Should not have a criminal record.
- 13) Applicants are advised to inspect and examine the site and assess the manpower required in a professional manner. In case HLL feels that work is not performed in a satisfactory manner after commencement of operations, the successful applicant shall be asked to increase the manpower as required at their own cost.
- 14) An applicant shall be deemed to have full knowledge of the site whether he inspects or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The applicant shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, access, facilities for workers and all other services required for executing the work. Submission of this application implies that the applicant has read this notice and all the documents and has made himself aware of the scope and specifications of the work to be

done, local conditions and other factors having a bearing on the execution of the work.

15) The requirement given in the scope of work is only indicative. HLL reserves the right either to increase or decrease it as per requirement. The decision of HLL in this regard shall be final and binding on the Applicant. The payment to applicant will be based on the actuals measured at site.

#### SUBMISSION OF PRICE BID

16) The price bid shall clearly mention the amount quoted for the service (including all taxes and duties as applicable) in both words and figures. In the event of any difference between the figures and words, the amount indicated in words shall be taken into account. Similarly, if there is any difference between the rates quoted and total amount, the rate quoted shall be taken into account.

The applicant should indicate the rate quoted for each person per month for the activity for which they have applied.

- 17) <u>Income Tax</u>: Any payment to the applicant as per contract will be made after deducting income tax as per the rules and regulations.
- 18) The tendered rate shall remain firm and free from variation due to rise in the cost of materials/equipment, or any other reasons whatsoever during the contract period of two years and valid extension.

#### **SECTION IV**

#### LETTER OF TRANSMITTAL

From:

To

UNIT CHIEF
HLL Lifecare Limited,
Irapuram Factory
Plot no 1& 2, Rubber Park
Valayanchirangara P.O
Eranakulam 683556

Subject: Submission of Tender for Providing Production Assistants for Operation and Maintenance services at HLL Lifecare Limited, Irapuram Factory.

Sir,

Having examined the details given in the tender documents for the above work, I/we hereby submit the tender document along with the price.

- 1.I/We hereby certify that all the statements made and information supplied are true and correct.
- 2.I/We have furnished all information and details necessary for prequalification and have no further pertinent information to supply.
- 3.I/We also authorize HLL Lifecare Limited to approach individuals, employers, firms and corporation to verify our competence and general reputation
- 4.I/We hereby certify that the price quoted are firm for the contract period of two years and will not vary for the above work.

Name of work Enclosures Certificate from

Seal of Applicant
Date of submission

Signature(s) of Applicant

#### **INITIAL FILTER**

The initial filter is as per checklist below.

#### **INITIAL FILTER OF APPLICANTS – CHECKLIST**

#### Name of Applicant:

No.	Criteria	Yes	No
1	Has the Applicant abandoned any work in the last Five years or has it been blacklisted by any Government department / PSU or have any of its contracts terminated for failure to perform?		
2	Has the Applicant involved in more than one litigation in the last five years?		
3	Has any misleading information been given in the Application?		
4	Has the Applicant suffered bankruptcy / insolvency in the last five years?		
5	Is the Applicant not having the required turnover for the work?		
6	Has the Applicant submitted the details of experience for O&M Manpower supply services in three similar scale of works for the last 5year?		
7	Has applicant made or incurred loss in at least 2 years in the past three years.?		

Note: A "YES" answer to any of the questions will disqualify the applicant.

The Applicants who do not pass the initial filter test shall not be evaluated further.

#### 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).

Profit/Loss	for	2014-15	2015-16	2016-17
the year				

A. Gross Annual turn over.

Years	
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2014-15	2015-16	2016-17	Average Annual Turnover

- II. The following certificates are enclosed:
  - 1. PAN & GST Registration copies

Signature of Chartered Accountant with Seal

Signature of Applicant

#### FORM 'B'

# DETAILS OF FACLITY MANAGEMENT SERVICES EXECUTED DURING THE LAST FIVE YEARS ENDING LAST DAY OF THE MONTH OF MARCH 2017

SI.	Name	Owner	Туре	Area	Total	Date of	Whether	Litigation	Name	Remarks
No	of work/	or	of	in Sq.	Charge	commenc	performa	/arbitratio	and	
	and	sponsor	Activit	ft.	s per	ement as	nce	n	address	
	location		y**		annum	per	report	pending	/telephon	
						contract	attached	/in	e	
						and	on behalf	progress	number	
						duration of	of Client	with	of officer	
						the	in form D	details*	to whom	
						contract			referenc	
						executed			e may be	
									made	
	_				_		_	_		
1	2	3	4	5	6	7	8	9	10	11

<sup>\*</sup> Indicate gross amount claimed and amount awarded by the Arbitrator.

Date:	Signature of Applican
Date.	Signature of Applicant

<sup>\*\*</sup> Indicate whether service provided for Hospital/ Residential Building/ IT or Industrial Building/ Commercial Establishment.

# FORM 'C' CONTRACTS UNDER EXECUTION OR AWARDED

SI.	Name	Owner	Туре	Area in	Total	Date of	Whether	Litigation	Name	Remarks
No	of work/	or	of	Sft.	Charge	commen	performa	/arbitratio	and	
	and	sponsor	Activit		s per	cement	nce	n	address	
	location		y**		annum	as per	report	pending	/telephon	
						contract	attached	/in	е	
						and	on behalf	progress	number	
						duration	of Client	with	of officer	
						of the	in form D	details*	to whom	
						contract			referenc	
						executed			e may be	
									made	
1	2	3	4	5	6	7	8	9	10	11

<sup>\*</sup>Indicate gross amount claimed and amount awarded by the Arbitrator.

Date:	
	Signature of Applican

<sup>\*\*</sup>Indicate whether service provided for Hospital/ Residential Building/ IT or Industrial Building/ Commercial Establishment

#### FORM 'D'

#### PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "B" & "C"

- 1. Name of work /Project & Location.
- 2. Agreement No.
- 3. Estimated Cost.
- 4. Tendered Cost
- 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: Authorized representative of Client.

#### 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).

рпогосору).	
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 operation for a period of more than one month continuously after you commenced the operation? 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 PAN and GST registration?
- 12. Any other information considered necessary by not included above.

Date:		
Place		Signature of Applicant

#### FORM 'E-1'

## DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK (Does not include the unskilled labour)

S.	Designat	Number	Name	Qualificatio	Professional	Responsi	Remark
No.	ion	available		n	experience	bility	S
		for this			and details		
		work			of work		
					carried out		
1	2	3	4	5	6	7	8

Date:	
Pace :	Signature of Applicant

#### FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

1.	KNOW ALL MEN by these presents that we
2.	WHEREAS (Name of Applicant) (hereinafter called "the Applicant") has submitted its tender datedfor (Name of the work as mentioned under Clause 1 of NIT) hereinafter called the tender.
	AND WHEREAS the Applicant is required to furnish a Bank Guarantee for the sum of <b>Rs</b> () as Tender Security against the Applicant's offer as aforesaid.
	AND WHEREAS (Name of Bank) have, at the request of the Applicant, agreed to give this guarantee as hereinafter contained.

- 3. We further agree as follows:
- a. That HLL may without affecting this guarantee grant time or other indulgence to or negotiate further with the Applicant in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between HLL and the Applicant.
- b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Applicant.
- c. That any account settled between HLL and the Applicant shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- d. That this Guarantee commences from the date hereof and shall remain in force till \_\_\_\_\_ (date to be filled up) (up to 60 days from the last date of submission of tender).
- e. That the expression 'the Applicant' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

#### 4. THE CONDITIONS OF THIS OBLIGATION ARE:

- a. if the Applicant withdraws his Tender during the period of Tender validity specified in Clause 13 of Notice Inviting Tender, or
- b. if the Applicant having been notified of the acceptance of his tender by HLL during the period of tender validity:
  - i.fails or refuses to furnish the Performance Security in accordance with Clause 9 of Notice Inviting Tender and/or

ii. Fails or refuses to enter into a Contract within the time limit specified in Clause 14 of Notice Inviting Tender.

We undertake to pay to HLL upto the above amount upon receipt of his first written demand, without HLL having to substantiate his demand provided that in his demand HLL will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a) & (b), mentioned above, specifying the occurred condition or conditions.

	Signature of
Signature of the witness	Name of Official  Designation
Name of the Witness	Stamp/Seal of the Bank
Address of the Witness	

## FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

1. In consideration of the HLL Lifecare Limited (hereinafter called "HLL") having

	agreed under the terms and conditions of agreement No dated made between and
	(herein after called "the said applicant(s)") for the work (herein after called "the said agreement") for compliance of his obligation in accordance with the terms and conditions in the said agreement.
	We (indicate the name of the Bank) (herein after referred to as "as Bank) hereby undertake to pay to the HLL and amount not exceeding Rs (Rupees only) on demand by the HLL.
2.	We
3.	We undertake to pay to the HLL any money so demanded notwithstanding any dispute or disputes raised by the applicant (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
	The payment made by us under this bond shall be valid discharge of our liability for payment to there-under and the applicant(s) shall have no claim against us making such payment.
4.	We (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the HLL under or by virtue of the said agreement have been fully paid and it is claims satisfied or discharged or til Engineer-in-charge on behalf of the HLL. Certified that he terms and conditions of the said Agreement have been fully and properly carried out by the said applicant(s) accordingly discharges this guarantee.
5.	We (Indicate the name of Bank) further agree with the HLL that he HLL shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said applicant(s) from time to time or to postpone for any of the powers exercisable by the HLL against the said applicant(s) and to forebear or enforce any of the terms and conditions relating to the said agreement we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said applicant(s) or for ay forbearance act or omission on that part of the HLL or any indulgence by HLL to the said contract(s) or by any such matter or thing whatsoever which

under the law relating to sureties would, but for this provision, have effected or so relieving us.

- 6. The guarantee will not be discharged due to the change in the constitution of the Bank or the applicant(s).
- 7. We...... (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the HLL in writing.
- 8. This guarantee shall be valid upto ........... Unless extended on demand by HLL. Notwithstanding any thing mentioned above our liability against this Guarantee is restricted to Rs............ (Rupees.............only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under the Guarantee shall stand discharged.

Dated the	Day of 20
For	
(Indicate the nam	ne of Bank)

### PROFORMA FOR AGREEMENT (ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONTRACT AGREEMENT FOR THE WORK OF	DATED
Between M/s in the town of hereinafter called the applicant (which term shall unless excluded by or resubject or context include its successors and permitted assigns) of the one publicate Limited hereinafter called the HLL (which term shall unless excluded to the subject or context include its successes and assigns) of the other part.	repugnant to be part and the HLL
WHEREAS	
a. The HLL is desirous that the at should be executed as mentioned, enumerated or recorded tender documents including Press Notice Inviting Tender, other called for Tender.	
b. The applicant has inspected the site and surroundings of the work tender documents and has satisfied himself by carefully example submitting his tender as to the nature of the site and local condition nature and magnitude of the work the availability of labour and mat for the execution of work, the means of access to site, and the access may require and has made local and independent enquiries and obtainformation as to the matters and things referred to or implied documents or having any connection therewith, and has considered extent of all the probable and possible situations, hindrances or into with the execution and completion of the work to be carried out under any days and possible contingencies, and generally all matters in any ancillary thereof affecting the execution and completion of the might have influenced him in making his tender.	mination before n, the quantities, erials necessary commodation he tained complete d in the tender d the nature and terferences to or der the contract, and things and acidental thereto
c. The tender documents including the HLL's Press Notice Inviting General obligations, period of completion of work. Letter of Accept and any statement of agreed variations with its enclosures copie hereto annexed form part of this contract though separately set out included in the expression Contract wherever herein used.	otance of tender es of which are
AND WHEREAS	
The HLL accepted the tender of M/s (Applica (name of work) atand conveyed vic	de letter No
dated at the rates stated in the LOA for the work at the HLL (hereinafter called the Rates) upon the terms and subject to the contract.	and accepted by conditions of the

NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS.

1. In consideration of the payment to be made to the contract for the work to be executed by him, the applicant hereby covenant with the HLL that the applicant

shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND

2. In consideration of the due provisions execution of the said work, the HLL does hereby agree with the applicant that the HLL will pay to applicant the respective amounts for the work actually done by him and approved by the HLL at the Schedule or Rates and such other sum payable to the applicant under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.

It is specifically and distinctly understood and agreed between the HLL and the applicant that the applicant shall have no right, title or interest in the site made available by the HLL for execution of the works or in the building, structures or works executed on the said site by the applicant or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the applicant) and the applicant shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the HLL shall have an absolute and unfettered right to take full possession of site and to remove the applicant, their servants, agents and materials belonging to the applicant and lying on the site.

In Witness whereof the parties hereto have here-into set their respective hands and seals in the day and the year first above written.

Signed and delivered for and on behalf of Signed and delivered for and on behalf of the HLL

applicant

(HLL LIFECARE LIMITED)

(Applicant)

OFFICIAL ADDRESS

Date Date Place Place

IN PRESENCE OF TWO WITNESSES

**SIGNATURE SIGNATURE** 

NAME NAME

**SIGNATURE SIGNATURE** NAME NAME

#### **PRICE BID**

#### I. As detailed in Section III (Scope of work)

SI. No.	Service	Details	No. of Personnel	Unit Rate per	Amount (Rs.)
				month (Rs.)	
1	Providing Production Assistants for Operation and Maintenance Service	Provide Semi Skilled ITI Qualified Production assistants	23		
	Total Amount per Month in Rs.				
	Total Amount per Annum in Rs.				

II. Price breakup for manpower cost:

II. I Fice breakup for manpower co	Prod.Asst O&M
BASIC+DA	
*EPF @%	
*ESI @%	
BONUS @%	
Any other charges (to be specified)	
**Service Charges @%	
TOTAL	
SERVICE TAX @%	
TOTAL PER MONTH	
No. of persons	23
Monthly rate in Rs.	

<sup>\*</sup>EPF and ESI rates given shall include employer contribution.

Date:	Signature of Applicant along with seal
Place:	

<sup>\*\*</sup>Service charges shall include administration OHs, Uniform expenses, profit margin and all other charges.

<sup>\*\*\*</sup>Only statutory rate changes will be considered during the contract period