TENDER FOR OPERATION & MAINTENANCE OF PRELIMINARY EFFLUENT TREATMENT PLANT AT HLL LIFECARE LIMITED, IRAPURAM FACTORY COCHIN (IFC)

TENDER NO. HLL/IFC/PUR/ETP/2023-24 dated 22.03.2023

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SECTION-I

HLL LIFECARE LIMITED (A GOVT. OF INDIA ENTERPRISE)

Tender No. HLL/IFC/PUR/ETP/2023-24

22.03.2023

TENDER NOTICE

Sealed quotations are invited for the following work at Irapuram Factory, HLL life care limited. Before submitting the tender the applicant shall carefully study the terms and conditions, instruction to the bidder, the scope of work etc.

Name of work	Resources to be provided	Docu ment Cost	Earnest money deposit (EMD)
The scope of work includes: Operation & maintenance including supervision of effluent treatment plant at Irapuram Factory	 a. Manpower required for ETP operation – 4/day b. Chemicals required for ETP operation 	Rs. 590/-	Rs.20000 (Rs. Twenty Thousand Only)

Date of downloading of tender documents	: 22.03.2023 - 12.04.2023
Last Date and time of submission of tender	: 12.04.2023 15:00 hrs
Date and time of opening the tender	: 12.04.2023 , 16:00hrs

SSI/MSE units Registered with UDYOG ADHAR shall provide their valid registration certificates and units under micro and small category will be exempted from tender fee and EMD amount subject to verification of the registration certificates.

For HLL Lifecare Limited

Unit Chief - IFC HLL Life care Limited

SECTION-II

TERMS & CONDITIONS

- 1. The tender form and terms and conditions can be obtained from the Purchase Department of Irapuram factory on production of DD for Rs.590/- drawn in favour of HLL Lifecare Limited payable at Ernakulam. The tender documents can also be downloaded from the web site <u>www.lifecarehll.com</u> and the cost of the tender document (Rs 590) 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 Ernakulum, failure of which the tender can be rejected.
- 2. Properly filled Tender documents, which should be placed in sealed envelopes, shall be submitted to Unit Chief, HLL Lifecare Limited, Irapuram Factory, Plot no 1&2, Rubber Park, Valayanchirangara P.O. Ernakulam-683556, on or before 15:00 hrs on 12/04/2023. The tender shall be submitted to HLL Lifecare Ltd., by hand or through registered post or courier service. In respect of Applications received by post or courier, HLL shall not assume any responsibility for any delayed delivery. The quotations received after due date and time will not be accepted or considered under any circumstances. The company will not be responsible for any kind of delay in the transit of the Tenders.
- The tender documents shall be opened at HLL Lifecare Limited Irapuram Factory, Plot no 1&2, Rubber Park, Valayanchirangara P.O. Eranakulam-683556 on 12/04/2023 at 16:00hrs Tenders or their authorized representatives can attend the tender opening by giving prior information to HLL Lifecare Limited.
- 4. Earnest Money Deposit of **Rs 20000/-** in the form of a Demand Draft of a scheduled bank issued in favour of HLL Lifecare Limited, Ernakulam or RTGS to the SBI Valayanchirangara bank account number of HLL Lifecare Irapuram, Account No. 67266462046, IFSC Code: SBIN0070558. Original DD or hard copy showing proof of remittance should be placed in a **separate sealed cover marked "Earnest Money"** and shall be submitted along with the tender, failure of which the tender will be rejected.
- 5. The applicant shall be required to deposit an amount equal to 3% of the tendered value of the work as performance guarantee/security deposit in the form of an irrevocable bank guarantee of any scheduled bank or State Bank of India in accordance with the form prescribed within 10 days of issue of letter of acceptance.
- 6. The tender for the work shall remain open for acceptance for a period of 90 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 75% of the said earnest money as aforesaid.

- 7. The applicant should have **PF, ESI and GST Registrations** on its name and shall submit the proof of PF, ESI and GST Registrations along with the Tender document. The Tender without the proof of PF, ESI and GST will be summarily rejected.
- 8. The Applicant shall at his own cost comply with the provision of labour laws, rules, orders and notifications whether central or state or local if applicable to him or to this contract from time to time if applicable. These Acts/Rules include the Minimum Wages Act, 1948, The ESI ACT 1948, 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. The tenderer shall be liable to make compensation under Workmen's Compensation Act whatsoever if applicable to his workers.
- 9. The applicant shall have the responsibility to comply with all statutory requirements with regard to the employment of his/her personnel. The applicant shall pay minimum wages, ESI, PF, Bonus Income tax and Goods & Service Tax etc. as per rules. The applicant shall maintain proper record of the same as required under the law/ acts if applicable. In case of non-payment of wages or any other statutory dues to employees engaged by the contract, the HLL Lifecare Ltd, Irapuram factory reserve the right to make the payment and to recover the amount of such payment from the bill of the party.
- 10. The company shall have the right to inspect/verify the capability of the Applicant and facilities of the Tenderer before finalizing the Tender if required.
- 11. During the period of contract the applicant shall maintain high standard of operation and shall maintain the ETP area neat & clean. In case the applicant fails to execute/ perform the assigned works/service or a part thereof, to the full satisfaction of the company, 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 late attendance/ absence during working hours/ loitering during working hours by any of your personnel, HLL reserves the right of deduction of any amount from the bills payable.
- 12. The contract will be for a period of two year from the date of award of contract which may be extended on mutual consent for one more year.
- 13.A letter of acceptance shall be issued first in favour of the successful Applicant. On such communication of acceptance, the successful Applicant shall, within 10 days from such date, formally sign the agreement consisting of:
 - a) 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.
- 14. 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/cancellation of the work order and forfeiting of the security deposit/performance guaranty.
- 15. HLL Lifecare Ltd. has the right to reject or cancel the tenders without assigning any reason thereof. In case any doubt or dispute is arising out and in relation to this, the decision of the **Unit Chief -IFC** will be final and binding on all the Tenders.
- 16.HLL Lifecare Ltd, Irapuram factory, reserve the right to terminate the contract at any time if the performance of the Contractor is not satisfactory/ the contractor is unable to comply/violate any of the terms and conditions in the agreement/ tender.In such cases HLL shall have the right to forfeit the performance guarantee/ security deposit.
- 17. The bidder should have a minimum of 5 years' experience in the ETP operations and maintenance with operational capacity of 150 KL (min) per day.
- 18. The applicant shall have an annual turnover of Rs 30Lakhs during last three years.
- 19. The applicant shall specify the rate of chemicals used in ETP in the tender document. All the chemicals required for the ETP operation shall be brought by the contractor and the contractor has to keep the stock and consumption record of the same. HLL shall make the payment for the chemicals consumed in the ETP, after verification of the records.
- 20. Tender Form given in Annexure-I which is to be duly filled & submitted along with tender document.
- 21. The applicant should have an office at Ernakulam.
- 22. The payment shall be released on a monthly/pro rate basis after completion of the work of that month, on submission of bill by the applicant. The applicant has to submit in detail the work carried out during the billing period as a supporting document. After evaluation of the details submitted and consolidated track records of ETP operation, payment will be released.

SECTION -III

INFORMATION & INSTRUCTIONS FOR APPLICANTS

- 1. The scope of work/service is detailed in Section IV
- 2. The applicants should inspect the ETP and make judicious assessment of the extent of services to be provided. 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/service to be done, local conditions and other factors having a bearing on the execution of the work/service.
- 3 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.
- 4 The application should be neatly type-written in English. The applicant should sign each page of the application. 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. They should be submitted as a package with signed letter of transmittal. Signed copies of Tender Document shall be submitted to HLL, along with the tender document,
- 5 A Letter of transmittal as given in Section VI .is to be submitted along with the tender document. Failure of which the tender will be rejected
- 6 If the applicant is an individual, the applicant shall affix his Signature above his name type written in full along with his current address.
- 7 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.
- 8 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.
- 9 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.

- 10 The particulars of the work given in Section IV are provisional and must be considered only as advance information to assistant the applicant. There can be minor changes in it and the applicant shall accept the changes suggested / proposed by HLL.
- 11 Attested copy of Power of Attorney (in favour of the authorized signatory of the applicant) to be submitted along with the tender.
- 12 The applicant shall submit
 - A. Financial Information of the firm for the past two years (in Form "A").
 - B. List of all works of similar class successfully completed during the last two years (in Form "B").
 - C. Particulars of ongoing work (in Form "C").
- 13 Organization information

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

- 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. No of years of experience in similar type of work (ETP operation in Latex /Latex based product manufacturing industry)..
- 14 The work awarded shall not be subcontracted to any other person/organization. In case the company finds, at any point of time during the period of contract, that the work undertaken by the contractor has been subcontracted, the same will be treated as violation of the agreement, liable for legal action, termination of contract, forfeiture of Security Deposit/performance guaranty and disqualification from participating in future tenders to HLL Lifecare Limited.
- 15 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.

- 16 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.
- 17 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.

The Application should be addressed to:

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

SECTION -IV

DETAILED SCOPE OF THE WORK:

WORK DESCRIPTION: OPERATION & MAINTENANCE OF ETP

- 1. The plant shall be operated and maintained by the contractor for two years (which may be extended on mutual consent for one more year) from the date of award of the contract.
- 2. The contractor shall be responsible for maintaining the required process control parameters for the operation of effluent Preliminary treatment system and to follow proper operational control procedures. The contractor shall maintain relevant records.
- 3. The contractor should ensure that the values of the parameters of effluent water transferred to Rubber Park Effluent treatment system should be well within the limit prescribed by Rubber Park. The values of various parameters stipulated by Rubber Park shall be given to the party.
- 4. The maintenance of the pump/motor/filter presses, valve, fittings etc. shall be part of the scope of the contract. Cost of spares shall be borne by HLL.and the party has to submit the original bills.
- 5. The contactor shall engage 3 operators and one helper for operation of the plant throughout the year on three shift basis. This manpower requirement is for full operation of the HLL's manufacturing plant (4Moulding machine). If HLL reduces /cut down the operation, the manpower deployment shall be in line with the production and in such cases only proportionate payment/wages shall be paid to the contractor.
- 6. Manpower engaged by contactor shall have sufficient experience in operation & maintenance of similar type of ETP operation .They shall coordinate with Rubber Park's transportation operation & pump effluent water to tankers provided by Rubber Park.
- 7. The contractor will ensure proper and effective operation of the system to ensure that there no settlement of silica and other powders in the storage tanks. If silica or other materials settle in any of the collection tank the same is to be periodically cleared by the applicant at their own cost.
- 8. Supervisory staff of the contractor will periodically (minimum two times a week and as directed by HLL official) visit the site and supervise the operations.
- 9. Solid waste and waste water disposal will be under the supervision of the contractor.
- 10. Cleaning of the pumping area to be done daily.
- 11. Keeping the surrounding of the effluent treatment plant, neat and tidy.
- 12. Any other cleaning work assigned by the HLL officers in connection with the ETP plant.
- 13. Transfer of precipitated sludge, cake etc. to bags provided and keeping at designated areas marked for disposal.

- 14. Cleaning of the silica pit to be done daily
- 15. Coagulation ad removal of latex from the effluent from the compound area so as to prevent rubber particle gong to the collection tank.
- 16. Store the latex lump at the designated area.
- 17. The disposal of Effluent water to Rubber Park and solid waste to approved agencies like KEIL shall be done by HLL.

> CLEANING OF ETP

Details of Work

- **1.** Collection of floating and other waste from all tanks of Effluent treatment plant/drain lane on a daily basis
- 2. Removal of waste from the drains leading to ETP.
- **3.** Cleaning of final outlet area of ETP.
- **4.** Cleaning of effluent water channels, Collection tank, sludge bed area, latex coagulation tank etc.
- 5. To keep the surrounding of the ETP neat and tidy.
- 6. Any other cleaning work assigned by the officers in connection with ETP.

> OPERATION OF FILTER PRESS

- 1. The filter press shall be operated for sufficient time to remove the cake so that the final collection tank is free of silica and to ensure sufficient vacant space in the first collection tank.
- 2. Transfer the collected cake to the designated area periodically (after each cycle)
- **3.** After each cycle the filter cloth shall be cleaned.
- **4.** The filter cloth is to be taken out from the press and thorough brushing and cleaning of the filter cloth is to be carried out on a daily basis.
- **5.** The general cleaning of the filter press operational area shall be done as per the instructions and procedures.
- 6. Keep record of the operations carried out in the identified formats.

SECTION: V

GENERAL TERMS

- 1. Operation is on a daily basis for a period of two years on all days of the year, including public holidays on which production department is working/ as directed by HLL.
- The contractor shall employ manpower to carry out the above works with adequate quality for 24 hours operation of the plant. At least one manpower shall be deployed per shift to carry out the above scope of work assigned to the contractor.
- 3. The Contractor shall provide and employ personnel having requisite skills and competences in operating the effluent treatment in latex based industries and should have minimum 2 years' experience in operating ETP in latex based industries having minimum treatment capacity of 75 kl/day.
- 4. The Contractor has to ensure that the services are not distributed either due absenteeism or due to wilful act of his staff. Maximum care and precautions shall be taken to avoid any system break down.
- 5. The contractor shall take all the required safety precautions related to the work and shall provide safety equipment/accessories and PPE to the personnel engaged in the work. Necessary safety permit shall be obtained by the party from the Engineering/Production department of the company before commencing service / repair / cleaning work. The work should be carried out in consultation with the authorized officers assigned.
- 6. The work should be carried out without causing any inconvenience to the factory work and shall ensure that no damages occur to the machinery.
- 7. Necessary penalty will be recovered as decided by The HLL Lifecare Ltd, Irapuram Factory for the following.
 - In case of the disturbance of the operation of the ETP due to the nonavailability/ absence of the operating staff or supervisor.
 - For the malfunctioning of the plant due to the improper operation of the ETP unreasonably long breakdown of the system.
 - Non-supervision by the supervisors as per requirement.
 - The effluent water characteristics is not meeting the acceptable limits prescribed by Rubber Park.
- 8 The contractor should sign an agreement with HLL before starting the work on the terms and condition applicable to the contract.

- 9 The Contractor shall maintain attendance registers (Daily & Shift wise basis) and should make available at any time for verification by the HLL Lifecare Ltd, IRAPURAM factory.
- 10 The applicant shall properly maintain log sheet of the accessories like pumps, filter press etc. and the same is to be submitted to HLL on daily basis.

11 Liquidated Damages for Delays

If the contractor fails to deliver any or all of the services within the time period(s) specified in the contract and to the satisfaction of the company, HLL, without prejudice to its other remedies under the contract either (1) deduct from the contract price, as liquidated damages, a sum equivalent to 0.50% of the total contract value for each week of delay or part thereof until actual delivery or performance, subject to a maximum value of 7.5% of the total contract value or (2) at the risk and cost of the contractor without prejudice to the other remedies / right as per the contract, terminate the contract wholly or partially and complete it themselves or reassign it to other contractors.

SECTION VI

LETTER OF TRANSMITTAL

From

То

UNIT CHIEF HLL Lifecare Limited Irapuram Factory Plot no1& 2, Rubber Park Valayanchirangara P.O Ernakulam 683556

Subject: Submission of Tender for Operation and Maintenance of Preliminary Effluent Treatment Plant 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 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 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

Certificate From

Enclosures

Seal of Applicant

Date of Submission

FORM "A"

1. Financial analysis details to be furnished duly supported by figures in balance sheet or profit and loss account for the last two years duly certified by the chartered accountant (Copies to be attached)

Year	Gross Turnover	Profit/Loss
2020-21		
2021-22		

- 2. The following certificates are enclosed
 - a) Pan Number
 - b) GST Registration no (Certificate copies to be attached)

Signature of Chartered Accountant with seal

FORM "B"

DETAILS OF WORK EXECUTED DURING THE LAST TWO YEARS

Year	Organization/Company	Project Cost	Performance evaluation of Client (Certificates to be attached)

Date:

FORM "C"

CONTRACT UNDER EXECUTION OR AWARDED)
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Year	Organization/Company	Project Cost	Performance evaluation of Client (Certificates to be attached)

Date:

FORM "D"

ORGANIZATION INFORMATION

1	Name & Address of the Applicant	
2	Mobile no & Email Id of the contact person	
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 Govt. bodies (attach attested photo copy)	
5	Names & Title of Directors and Officers to be concerned with the work, with designation of individuals authorized to act for the organization	
6	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 reason of suspension of work?	
7	Has the applicant or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so give details	
8	Any other information considered necessary by not included above	

FORM OF PERFORMANCE SECURITY

BANK GUARANTEE BOND

- 4. 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.
- 5. 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.
- 6. 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 till 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.
- 7. 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 any 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.

- 8. The guarantee will not be discharged due to the change in the constitution of the Bank or the applicant(s).
- 9. We...... (Indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the HLL in writing.
- 10. This guarantee shall be valid up to Unless extended on demand by HLL. Notwithstanding anything 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 name of Bank)

ANNEXURE-I

Price Bid Form

SI	Particulars	Unit	Qty	Rate	No of	Amount
no			-		Days	
1	Labour charges					
1.1	Operator	no	3			
1.2	Helper	no	1			
	Holiday					
	allowance for					
	Operator (For					
	10 days)					
	Sub Total					
	PF 13.5%					
	ESI 3.25%					
	Annual Bonus					
	(8.33%)					
	Total/year					
2.	Supervision					
	charges					
	Total Charges					
	/year					
	Service Charge					
	(%)					
	TOTAL					
	GST @18%					
	Grand Total (A)					

PRICE BID - CHEMICALS

SI no	Item	Basic Rate /Kg	Taxes & GST	Landed Cost /Kg	Approximate Monthly Requirement
1	HCL 33%				
2	Poly Electrolyte				
TO	TAL (B)				
TOTAL MONTHLY COST (A)+(B)					

N.B: Average monthly consumption based on the data for the last 2 years (when the plant is fully operational with 4 moulding machines) for: 1) HCl 33% is 100 kg per month and 2) Poly Electrolyte is 1 kg per month

However, the monthly payment will be based on the actual consumptions only.

Signature of Applicant

Date: