तिरुवनन्तपुरम -695 005 THIRUVANANTHAPURAM-695 005 PHONE NO: 0471 2437270 / 2435013

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निविदा नं. एचएलएल / पीएफटी/ क्रय/सुरक्षा /केरल/2017-18 Tender No. HLL/PFT/PUR/SEC/KERALA/2017-18

तारीख Dated: 21.09.2017

सुरक्षा सेवाएं प्रदान करने के लिए निविदा दस्तावेज

Tender Document for Engaging Security Services {For a period of three years}

निविदा नं.एचएलएल/पीएफटी/क्रय/सुरक्षा /केरल/2017-18

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Tender No. HLL/PFT/PUR/SEC/KERALA/2017-18

तारीख Dated : 21.09.2017

निविदा आमंत्रित सूचना

Notice Inviting Tenders

विश्व प्रबंधक क्रय विभाग, एचएलएल लाइफ़केयर लिमिटेड तिरुवनंतपुरम द्वारा दो बोली प्रणाली (तकनीकी और मूल्य बोली) के तहत मुहरबंधित एवं सूपर स्केचड निविदायें सुरक्षा सेवाएं प्रदान करने वाले ठेकेदारों से एतद्दवारा आमंत्रित की जाती हैं।

Sealed & Super scribed Tenders under 2 Bid system (Technical & Price bid) are hereby invited by the Senior Manager Purchase department, HLL Lifecare Ltd, Peroorkada factory, Thiruvananthapuram from the Contractors who provide Security services.

मुहरबंद निविदा केवल उन विक्रेताओं से ही आमंत्रित की जाती है जो निम्नलिखित विवरण प्रस्तुत कर सकते हैं, जिनके बिना उनकी बोलियाँ अंतिम रूप से अस्वीकार की जायेंगी:

Sealed tender are invited only from those vendors who can furnish following details without which their bids will be summarily rejected:

- 1. फर्म की पंजीकरण संख्या Firm's Registration Number
- 2. ईपीएफ पंजीकरण संख्या EPF Registration Number
- 3. ईएसआई पंजीकरण संख्या ESI Registration Number
- 4. पैन नंबर PAN Number
- 5. जीएसटी नंबर GST number
- 6. सरकार विभाग/पीएसयू/अर्ध सरकारी संगठनों में सुरक्षा सेवाएं प्रदान करने में न्यूनतम 5 वर्षों का प्रासंगिक अनुभव

Minimum 5 years' relevant experience in providing security services in Govt. departments/ PSU's/ Semi Govt. organizations

- 7. केरल राज्य भर के क्षेत्रीय कार्यालयों के विवरण Details of Regional offices across the Kerala state
- 8. उपर्युक्त क्रम संख्या 1 से 7 तक के समर्थन के दस्तावेजों की दो प्रतियां

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Photo copies of documents in support of Sl. Nos. 1 to 7 above.

कार्य का नाम Name of Work:

एचएलएल लाइफकेयर लिमिटेड के अपने कॉर्पोरेट एवं रजिस्टर्ड कार्यालय, अन्य फैक्टरियों, कॉर्पोरेट अनुसंधान एवं विकास केंद्र, हिंडलैब्स, लाइफकेयर केंद्र और केरल राज्य में स्थित अन्य साइटों में सुरक्षा सेवाएं प्रदान करना।

Providing Security services for HLL Lifecare Ltd, at its Corporate & Registered Office, other factories, Corporate Research and Development Centre, Hindlabs, Lifecare Centres, and other sites located in Kerala State.

पूरा करने के लिए अनुमत समय

Time allowed for completion : 3 Years

निविदा श्ल्क

Tender Fee : Rs.1000/-

बयाना राशि

Earnest Money Deposit : 100000/-

स्रक्षा जमा राशि

Security deposit : 5% of Contract Value

नोट: यह निविदा अनुसूची, दस्तावेज के किसी भाग को अलग किये बिना, सभी दस्तावेज़ों के साथ वापस की जानी चाहिए।

Note: This tender schedule should be returned with all papers intact without detaching any part of the document.

किसी भी निविदा या सभी निविदाओं को अस्वीकार करने या किसी भी कारण बिना बताए अलग-अलग एजेंसियों के कार्यों का हिस्सा आवंटित करने का अधिकार यूनिट प्रमुख, लाइफकेयर लिमिटड, पेरूरकडा फेक्टरी, तिरूवनंन्तपुरम निर्भर है।

The Unit cheif, HLL Lifecare Ltd, Peroorkada factory, Thiruvananthapuram reserves the right to reject any or all tenders or to allot part of the works to different agencies without assigning any reason thereof.

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Ι	प्राधिकरण, पदनाम और पता Authority, Designation and Address	The Unit chief, HLL Lifecare Ltd. Peroorkada factory Thiruvananthapuram Kerala. 695005
II	A. कार्य का नाम Name of the work: B. निष्पादन का स्थान Place of execution	केरल राज्य में स्थित एचएलएल लिफ़ेयर लिमिटेड कार्यालयों के लिए सुरक्षा सेवाएं उपलब्ध करना Providing Security Services for HLL LIFECARE LTD offices located in kerala
III	निविदा दस्तावेज - निविदा प्राप्त करने के लिए जगह और नियत तारीख Tender documents - Place and due date for obtaining tender	निविदा दस्तावेज कंपनी की वेबसाइट से डाउनलोड किया जा सकता है, अर्थात www.lifecarehll.com/ सीपीपी पोर्टल या डीडी के रूप में निविदा शुल्क का भुगतान करके 10 बजे और 5 बजे के बीच किसी भी कार्यदिवस पर एचएलएल लाइफ केयर पेरूरकडा फेक्टरी से प्राप्त किया गया है। Tender documents can be downloaded from company website, ie. www.lifecarehll.com/ CPP Portal or obtained from HLL Life Care Peroorkada factory on any working day between 10 am & 5pm by paying tender fee in the form of DD.

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IV	जमा की तारीख, समय और स्थान निविदा Due Date, time and place of submission of Tender	नियत दिनांक 11.10.2017 समयः 3.00 पी.एम. स्थानः कॉलम । में उल्लिखित पते पर Due Date 11.10.2017 Time: 3.00 P.M. Place: At the address mentioned in column I.
	निविदा शुरू करने की तारीख, समय और स्थान (तकनीकी बोली शुरू करना) Date, time and place of Tender Opening(Technical Bid Opening)	शुरुवात्तः 11.10.2017 समयः 3.30 पीएम स्थानः कॉलम में उल्लेखित पते पर Opening : 11.10.2017 Time : 3.30 P.M. Place : At the address mentioned in column I
VI	निविदा द्वारा निर्दिष्ट किसी अन्य महत्वपूर्ण मानदंड Any other important criteria specified by the tender inviting authority	निविदा दिनांक और समय के बाद प्राप्त निविदा को सक्षिप्त रूप से अस्वीकार कर दिया जाएगा Tender received after due date and time will be summarily rejected.

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केरल राज्य में क्षेत्रीय कार्यालय वाले सुप्रसिद्ध प्रतिष्ठित फर्मों / पंजीकृत सुरक्षा एजेंसियों से एचएलएल लाइफकेयर लिमिटेड के लिए सुरक्षा सेवाएं प्रदान करने के लिए 2 बोली प्राणाली (तकनीकी और मूल्य बोली) के तहत मुहरबंधित एंव सुपर स्केचर्ड निविदाएं आमंत्रित हैं। बोली को बोलीदाता द्वारा बंद कर दिया जाना चाहिए और विधिवत निविदा नाम: एचएलएल / पीएफटी / पीआर / एसईसी / केराला / 2017-18 के रूप में नामित किया जाना चाहिए और प्रस्तुत करने की नियत तारीख के साथ निविदा का नाम होना चाहिए।

Sealed & Super scribed Tenders under 2 Bid system (Technical & Price bid) are invited for providing Security Services for HLL Lifecare Ltd, from well-established reputed firms/registered Security Agencies having Regional Office in Kerala state. The bid should be sealed by the bidder and duly superscribed as Tender No: HLL/PFT/PUR/SEC/KERALA/2017-18 and name of the tender with due date for submission.

इच्छुक बोलीदाता आधिकारिक वेबसाइट www.lifecarehll.com से डाउनलोड़ कर सकते हैं। उन्हें यह सुनिश्चित करना चाहिए कि अपेक्षित निविदा किसी भी वाणिज्यिक बैंक से शुल्क / लागत खाता पट्टा डिमांड ड्राफ्ट के रूप में "एचएलएल लिफ़ेयर लिमिटेड , एसबीआई तिरवनतपरम में देय, उनके निविदा, असफल होने पर निविदा को अपूर्ण माना जाएगा और इसे अनदेखा कर दिया जाएगा।

Intending eligible bidders may download the tender documents from the official website i.e. www.lifecarehll.com They must ensure that requisite tender fee/cost is enclosed in the form of Account Payee Demand Draft from any of the commercial bank in favour of HLL LIFECARE LTD, payable at SBI Thiruvananthapuram with their tender, failing which the tender will be treated as incomplete and will be ignored.

निविदा दस्तावेज की तकनीकी बोली के साथ ईएमडी और निविदा शुल्क (डिमांड ड्राफ्ट) संलग्न होना चाहिए। The EMD & Tender fee (Demand Draft) should be enclosed with the technical bid of tender document.

वरिष्ठ प्रबंधक (क्रय) SENIOR MANAGER (PURCHASE)

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DISCLAIMER

The information contained in this Tender document or information provided subsequently to the bidder(s) or applicants whether verbally or in documentary form, by or on behalf of HLL, is provided to the bidder(s) on the terms and conditions set out in this TENDER document and all other terms and conditions, subject to which such information is provided.

This TENDER document is not an agreement and is neither an offer nor an invitation to offer by HLL. This TENDER is to invite proposals from applicants who are qualified to submit the bids ("Bidders"). The purpose of this TENDER is to provide the Bidder(s) with information and to assist them in formulation of their proposals (Bids). This TENDER does not claim to contain all the information, which each Bidder may require. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this TENDER and wherever felt necessary obtain independent advice. HLL, makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TENDER. HLL, may in its absolute discretion, but without being under any obligation to do so and without prejudice to its rights, update, amend or supplement the information in this TENDER.

The information contained in this TENDER document is selective and is subject to update, expansion, revision and amendment. HLL, does not undertake to provide any Bidder with access to any additional information or to update the information in this TENDER document or to correct any inaccuracies if any therein, which may become apparent. HLL, reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this TENDER and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed in website of HLL. Any information contained in this TENDER document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by HLL.

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Information provided in this TENDER is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HLL, does not own any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Further, HLL, also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER.

HLL, reserves the right to reject any or all the expression of interest / proposals / Bids received in response to this TENDER at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of HLL, shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.

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<u>SECTION - I</u> TENDER DOCUMENT

1. THE ELIGIBLITY CRITERIA

- 1.1 The bidder should be a registered and Bonafide Security Agency having relevant experience in Providing Security Services for at least Five (5) years, having Pan India coverage and having Regional Office in Kerala State. The Bidder should have Valid License for carrying out security services in Kerala state issued by the appropriate Controlling Authority, as per the statutory requirement arising from time to time.
- 1.2 Average annual financial turn over during the last 3 years ending 31st March of previous financial year should be at least Rs. 100 Lakhs per Annum.
- 1.3 Proof of similar experience during the last Five (5) years in the area of providing security services in Govt. departments/ PSU's/ Semi Govt. organizations
- 1.5 Certificate of Registration under Section 69 of Finance Act 1994 (32 of 1994)
- 1.6 Professional Tax Registration Certificate issued.
- 1.7 The declaration of the bidder that, none of his contracts have been terminated / foreclosed on account of his default / nonfulfillment of contractual obligations, during the last five years in any of the Govt. Dept./ PSU's/ Semi Govt. organizations

2. TENDERING PROCESS:

- 2.1 The tenders are invited on a two-bid system i.e. the qualifying bid (technical bid including tender fee and EMD) and then the financial bid:
 - (i) The tender form for Technical bids prescribed at Annexure-I (Attached) complete in all respect (Including Tender fee and EMD) should be submitted in sealed cover super scribed - "Technical Bid - Providing Security Services".

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- (ii) **Exemption of EMD:** The firm or the bidder who have valid registration with National Small Industries Corporation (NSIC) as on the date of submission of bids are exempted from payment of EMD. If exemption from submission of tender fee is claimed and valid supporting document as required is not submitted along with techno-commercial bid, then the offer will be considered as non-responsive and will not be processed further.
- (iii) The tender form for Financial bids prescribed at Annexure-II (Attached) complete in all respect should be submitted in sealed cover super scribed "Financial Bid Providing Security Services".
- (iv) The above two sealed covers should be put together in another big cover/envelope which should be sealed with wax. The cover shall be and super scribed as Tender No: HLL/PFT/PUR/SEC/KERALA/2017-18 and Name of Tender "Providing Security Services" and addressed to

The Senior Manager (Purchase)

HLL Lifecare Ltd.

Peroorkada Factory,

Thiruvananthapuram - 695005

Further, the sentence "**NOT TO BE OPENED**" before due date and time of tender opening, should also to be indicated on this envelope. If the outer big envelope is not sealed and marked properly as above, HLL will not take any responsibility for its misplacement, premature opening etc.

2.2 **Contents of the Technical Bid:** The tender form for Technical Bid is as per Annexure-I, complete in all respects.

The bidder In this regard should submit the following documents in the Technical Bid:

(i) Financial status: The annual turnover of the bidder for the last three years. (Copies of I.T. returns, P & L A/c and balance sheet to be enclosed).

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- (ii) The bid should be accompanied by two separate Demand drafts for Tender Fee for **Rs.1000/- (non-refundable)** and Bid Security (EMD) of **Rs.1,00,000/- (Rupees One Lakh Only).** The bid received without tender fee and Bid Security (EMD) will not be considered.
- (iii) Copies of documentary evidence of relevant experience during the last Five (5) years in the area of providing security services in Govt. departments/ PSU's/ Semi Govt. organizations (as specified in the Eligibility criteria).
- (iv) Copies of the following documents to be enclosed (Annexure-1):
 - Copy of Registration / Incorporation of the firm/company
 - Registration details with Labour Commissioner
 - Copy of PAN Card,
 - Copy of TIN/ GST IN
 - Copy of EPF registration
 - Copy of ESI registration
 - Other related documents,
- 2.3 **Contents of Financial Bid:** The financial bid shall contain the financial details of the tender as per Annexure II.

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SECTION-II

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

1.1 Definitions:

- (a) "HLL" means the HLL Lifecare Ltd,
- (b) "Bidder" means any registered entity engaging in business such as a Public Ltd, Proprietorship, partnership, private concern or corporation who participates in this tender and submits its bid.
- (c) "Security Agency" means any registered entity engaging in business such as a Public Limited, proprietorship, partnership, private concern or corporation who are providing the Security Services under the contract.
- (d) "Scope" means standards of works mentioned in Section IV, which the Security Agency is required to take during the contract period.
- (e) "Price" means the price payable to the Security Agency under the work order for the full and proper performance of its contractual obligations.
- (f) 'Parties' mean HLL as one part and the Security Agency as the other part

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect, will be at the bidder's risk, and may result in rejection of the bid.

CLARIFICATION OF THE BID DOCUMENTS BY THE SECURITY AGENCY:

A prospective bidder, requiring any clarification of the Bid Documents shall notify HLL in writing/ by Fax/ by e-mail at HLL's

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mailing address indicated in the Invitation for Bids. The clarification will be accepted till 2 (two) days before the due date of tender. The reply will be communicated to respective bidders.

2. PREPARATION OF BIDS

- 2.1 Clause bv Clause compliance demonstrating substantive responsiveness to all the conditions by signing and stamping on all of the original bid document No. pages **HLL/PFT/PUR/SEC/KERALA/2017-18** by authorized person(s),
- 2.2 The financial bid shall contain price schedule in which the values will be filled in the appropriate columns.
- 2.3 Conditional bids will not be accepted.
- 2.4 The Security Agency shall submit his tender, only after carefully examining the whole of the tender documents and the conditions of tender and of contract, scope of work etc.

Note: All the documents submitted (whether original or photocopy) in the bid must be legible & self-attested.

3.BID PRICES:

- 3.1 The Service Charges to be charged by the Security Agency should be clearly indicated.
- 3.2 Prices indicated on the Price Schedule shall be entered in the following manner:
- (i) The service charges shall be quoted clearly.
- (ii) All the taxes and levies included in the rate quoted shall be clearly mentioned.
- (iii)It should be ensured that the amounts are written in such a way that interpretation is not possible. No blank space should be left.

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4. BID SECURITY (EARNEST MONEY DEPOSIT):

- 4.1 The bidders shall furnish, as part of his bid, a Bid Security (EMD) for an amount of Rs.1,00,000/- (Rupees One Lakh Only) in the form of Demand Draft/ Banker Cheque from any Nationalized Bank in favour of "HLL Lifecare Ltd and payable at SBI Thiruvananthapuram. The BS/EMD will bear no interest whatsoever. The EMD & Tender fee should be enclosed with the Technical Bid of tender document.
- **4.2** The bid security is to protect HLL against the risk of bidder's conduct, which would warrant the bid security's forfeiture.
- **4.3** A bid not secured in accordance with Para 4.1 shall be rejected by HLL being non-responsive at the bid opening stage and returned to the bidder.
- 4.4 The bid security/EMD of the unsuccessful bidder will be discharged /returned to them at the earliest / 30 days after award of contract/order. The BS/EMD of successful bidder will be retained as Retention Money and the same will be returned after one month from the date of settlement of final bill without any interest.
- **4.5** The bid security may be forfeited:
 - (a) If a bidder withdraws his bid during the period of bid validity or makes modifications to his tender which are not acceptable to HLL.
 - (b) In the case of a successful bidder, if the bidder fails to sign the contract and does not furnish the security deposit.
 - (c) Failure to fulfill the contract terms and conditions.

4.6 SECURITY DEPOSIT:

The Security Agency shall furnish a Security Deposit in the form of Bank Guarantee (from any one of the Nationalized Bank or SBI) or by Demand Draft for 5% of the total Contract Value of one year. This Security Deposit should be furnished within 10 days of the issue of the Contact. This Security Deposit will not bear any interest .The Security Deposit will be refunded after satisfactory completion of the

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contract. In case the Security Deposit is to be furnished in the form of Bank Guarantee, it should be valid for 2 months beyond the contract period for lodging the claims, if any The Bank Guarantee should be furnished in the format prescribed by HLL.

5. PERIOD OF VALIDITY OF BIDS:

Bid shall remain valid for 90 days after the date of bid opening prescribed by HLL.

6. FORMATS AND SIGNING OF BID:

- **6.1** All pages of the Technical bid and Financial Bid, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.
- **6.2** The bid shall contain no insertions, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

7. LATE BIDS:

Any bid received by HLL after the due date & time for submission of bids prescribed by HLL shall be rejected.

8. OPENING OF BIDS BY HLL:

- **8.1** HLL shall open bids in the presence of bidders or their authorized representatives who choose to attend, at 3.30 P.M. on Tender opening date. The bidder's representatives, who are present, shall sign in a register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.
- **8.2** A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 8.3 The date fixed for opening of bids, if subsequently declared as holiday by the HLL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered.

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8.4 The Two bid tendering process comprises the following:

- (i) The *technical bids* will be opened in the first stage, at 3.30 P M on Tender opening date and the same will be scrutinized and evaluated by the competent committee/authority with reference to parameters prescribed in the tender documents and the offers received from the bidders.
- (ii) In the second stage, the *financial bids* of only the technically accepted offers (as decided in the first stage above) will be opened for further scrutiny, evaluation, ranking and placement of contract. The financial bids of the eligible bidders will be opened after intimating the date and time to bidder through mail/fax, etc.,
- (iii) HLL's officers authorized by the company will conduct an inspection of the offices/ sites of the bidders who are technically qualified in the tender and submit a report to the competent authority. If the inspection authority is not satisfied with the information furnished or the facilities the agency having, will be disqualified/ rejected the technical bid and their financial bid will not be opened and same shall be returned as per the rules and regulations of the company.

9. CLARIFICATION OF BID DOCUMENTS BY HLL

To assist in the examination, evaluation and comparison of bids HLL may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained after opening of the tender.

10 TENDER EVALUATION:

10.1 HLL shall evaluate the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are

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generally in order.

- 10.2 Tender committee will scrutinize the bids based on the eligibility criteria and technical specification compliance. The technically qualified bidders only will be called for financial bid opening.
- 10.3 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price
 - shall prevail and the total price shall be corrected by HLL. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Security Agency does not accept the correction of the errors, his bid shall be rejected.
- 10.4 The evaluation and comparison of responsive bids shall be done only on the Service Charges offered inclusive of all Levies & Taxes i.e., as indicated in the Price Schedule of the Bid Document.
- 10.5 HLL may waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 10.6 L1 Bidder will be selected based on the Service charges quoted. The Bidder whose financial / Price Bid is accepted will have to enter into an agreement with HLL, as per pro forma given.

11. CONTACTING HLL:

- 11.1 No bidder shall try to influence HLL on any matter relating to its bid, from the time of tendering till the time the contract is awarded.
- 11.2 Any effort by a bidder to influence HLL in HLL's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.
- 12. HLL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

HLL reserves the right to accept or reject any bid, and to annul the

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bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the bidder or bidders. **Any deviations / irrelevant specifications in this tender will not be accepted.** Final decision of accepting or rejecting any/all bid(s) will be at the discretion of HLL.

13. PLACEMENT OF ORDER:

HLL shall consider placement of order on the bidder whose offer has been found technically and financially acceptable. HLL shall have full rights to place order fully or partially of the total requirement.

14. AWARD OF CONTRACT:

- 14.1 HLL reserves the right to terminate the contract if the services are found unsatisfactory with two months notice.
- 14.2 HLL reserves the right to disqualify the Security Agency for a suitable period who habitually failed to execute the services. HLL reserves the right to blacklist a bidder for a suitable period, in case, he fails to honour his bid without sufficient reasonable grounds.
- 14.3 The Security Agency shall strictly comply with the terms and conditions of contract. In case of violation of any of the terms, the contract shall be liable for cancellation immediately.

15. JURISDICTION:

The civil court Thiruvanthapuram will have the jurisdiction.

16. ARBITRATION:

If, a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, shall be settled amicably between the parties through negotiations and conciliation whether during the existence of the contract and after the completion or abandonment of the contract. In case the parties are not able to settle the dispute or difference through negotiations and conciliation, such dispute or

एचएलएल लाइफ्रकेयर लिमिटेड HLL LIFECARE LIMITED (भारत सरकार का उद्यम) (A GOVT.OF INDIA ENTERPRISE) पेरूरकडा पी.ओ. PEROORKADA. P.O, तिरुवनन्तपुरम -695 005 THIRUVANANTHAPURAM-695 005

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difference shall be referred to a sole arbitrator who would be appointed by the Chairman Managing Director, HLL, & per the Arbitration & Conciliation Thiruvananthapuram as Act, 1996. The arbitration venue of the shall Thiruvananthapuram The language of the arbitration proceedings shall be in English.

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SECTION-III

SCOPE OF SERVICE OF SECURITY AGENCY

1. Scope of Service of Security Agency

- a. To check/prevent unauthorized person(s) from entering the premises of HLL.
- b. To apprehend miscreants, prevent tampering of doors, windows, locks of office/factories/laboratory rooms/workshop/stores//guest house etc. of HLL and to prevent/interfere if there is any attempt to damage/remove any property of HLL including machinery etc. stored inside the premises.
- c. To arrange for inspection of areas at regular interval during day and night along the boundary wall from inside and check/prevent any unusual sign, movement, damage etc.
- d. To blow whistle at regular interval during night hours to identify the location of security personnel and to keep them alert.
- e. To take part in firefighting rescue operation etc. in the event of emergency
- f. To show utmost courtesy to the employees and visitors.
- g. To submit daily report in the morning or at such time as required by the Chief Security Officer of HLL or his/her representatives about the security violations if any.
- h. To co-operate with HLL in all matters relating to security.

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i. The agency shall conduct surprise checks during nighttime to ensure proper working of the security personnel, at least once in

a week and the report of such visits may be intimated to Chief

Security Officer, HLL.

j. Round the clock security arrangements, including Saturdays, Sundays and Holidays to be provided at the HLL Campus, and other premises where ever the personnel are engaged, as per following duty points and requirement on shift basis.

2. Security Manpower requirement:

As per the preset deployment schedules, HLL requires 85 male Security Guards, 8 Lady Guards and 10 Supervisors per day. The locations for deployment will be as decided by HLL. Sufficient no. of guards are to be employed to accommodate Leave reserve / w/off reserve etc. HLL reserves the right to increase / decrease the manpower requirement at any point of time. Also the agency shall deploy the security guards as per the requirement of HLL on a Per day/ per shift/ per week/ per month basis.

Manpower quantity may change subject to requirement.

- 3. The Security Agency may preferably engage ex-servicemen well trained in the field of security services with minimum three years' relevant experience. They should be literate (Head Guard / Supervisor with at least 10+2 certificate and Guards with at least 10th Certificate), able to read, write and understand Malayalam, Hindi and English languages. They should have first-aid training in the area of industrial security and in handling fire-fighting equipment.
- **4.** The security personnel must be smartly dressed in proper uniforms, while on duty. If at any time any of the security personnel are found to be guilty of misconduct in any manner, the Security Agency shall be asked to replace that person.
- **5.** The Security personnel assigned duties at the campus or other premises shall deal with staff, students and customers / visitors,

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politely and courteously, while enforcing discipline. In case any security staff is found to misbehave or indulges in misconduct of any nature, the Security Agency shall be asked to replace that person.

- **6.** Security personnel must be alert, vigilant, smart, intelligent, efficient, physically fit and below 50 years of age. They should also be conversant with the fire-fighting equipment and rescue operation.
- 7. The agent shall submit complete Bio-data along with the recent photographs of security personnel to be deployed in HLL. Police Verification in respect of each deployed employee should be conducted by service provider and Report of the same should be submitted to HLL. No security personnel with doubtful attendance/ integrity/lack of devotion to duty shall be deployed to work.
- **8.** The agency shall provide necessary hands on training to the security staff in order to make sure that they are able to perform to the best of their ability.
- **9.** The security supervisor / guards shall not be changed by the security agency until and unless so warranted.
- **10.** HLL will not be responsible to provide any residential accommodation to security personnel deployed by security agency.
- **11.** The security personnel shall not indulge in any loose or unwarranted talk with the employees / customers /visitors. During Sundays/holidays or after office hours on working days, the security shall be extra vigilant.
- **12.** The tenderer shall ensure that the security staffs engaged by the Contractor shall not smoke beedis, cigarettes or intake alcohol nor they are allowed to chew pan, tobacco items etc. during duty hours.
- 13. It would be the responsibility of the Security Agency to maintain and ensure fool-proof security at the main gate by regular check of incoming/outgoing personnel. As far as visitors are concerned, the security personnel should insist that they write in the register their name, address, telephone number, the purpose of visit and the person they want to meet and verify the identity of the personnel with their ID proof and thereafter issue a visitor pass. The visitors pass, should be

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collected back, when the visitor leaves, duly signed by the concerned official.

- 14. All the incoming and outgoing entities and goods should be thoroughly checked by the security guards. The security guards must ensure that HLL's property, whether equipment or materials, are not allowed to be taken out of the campus, without proper gate-pass duly signed by the authorized officials. To keep proper records of incoming and outgoing material the proper register should be maintained.
- **15.** The security supervisor shall also check the garbage/wastage being taken out for disposal to ensure that none of the useful items are taken out for disposal.
- **16.** The Security guards will carry out occasional random checks of 2 wheelers and 4 wheelers of staff and visitors while leaving the campus to ensure that none of the property of HLL is being taken out un-authorized. Similarly, random frisking of staff and visitors should be done. Such check of vehicles or frisking of personnel must be done only in the presence of an authorized officer of HLL.
- 17. HLL officers may carryout surprise checks at any time of the day or night. During the duty hours if any security guard is found missing or sleeping or in a drunken state such person will have to be replaced immediately. In such instances HLL reserves the right to cancel the security contract or impose a penalty of Rs.2000/- per such occurrence.
- **18.** In the event of any eventuality or mishap happening at the campus, such as robbery, vandalism, fire, communal riot, earthquake, etc., the security persons on duty shall immediately intimate the concerned authority and / or other officers. List of Residential phones or Mobile phone numbers of HLL Officers shall be available with the Security at the main gate. The Security Agency shall be held responsible if the message is not conveyed to the HLL officers immediately.
- **19.** After office hours on working days and Sundays/Holidays, Security Supervisor on duty at the main gate shall also receive phone calls/messages from other institutions/organizations and depending

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upon the urgency of the matter, relay such messages to the concerned officials of HLL.

- **20.** In case of any damage or loss to the company's property or material caused directly or indirectly by the security personnel, the security agency shall be held fully responsible, and the company shall be entitled to deduct appropriate amount + penalty from contract fees payable to the Agency. The amount of loss or damage as determined by a competent authority of HLL shall be final and binding on the Security Agency.
- **21.** Similarly the Security Agency shall be responsible for theft, fire or any other damage in the Institute occurring on account of carelessness of the security personnel. The amount of damage as determined by the competent authority of HLL, in such cases, shall be final and binding on the security agency.
- 22. The personnel joining duty shall report 30 minutes prior to the shift time. However, the security personnel on duty, will not leave the duty point on completion of their 12-hours shift duty, unless and until the next person on duty takes over/or reliever person takes charge. In case any security guard falls sick, the security agency shall be responsible to provide reliever person out of its pool of security guards, at its own cost.
- 23. The Security Agency shall maintain record of major/minor incidents on daily basis and report the same to the Chief Security Officer /or any other official authorized in this regard. The Agency will also enquire about any incidents, like theft, indiscipline, disobedience or any unauthorized activities/criminal activities happening inside the campus. The security agency shall also be responsible to lodge complaints with police authorities in such instances and take follow-up action for recovery of lost material/equipment.
- **24.** The security personnel at the main gate will also maintain a log-book for company's vehicles as well as vehicles hired from the Transport Contractor, name of the official using the transport facility, meter readings, place visited etc.

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- **25.** The Security Agency shall provide torches with dry cells, batons, raincoats, umbrella or any other materials required to its staff of guards and supervisors, along with uniforms, at its own cost.
- **26.** The security personnel shall keep watch at various points designated including patrolling the campus, especially after office hours. In the event of power failure at any time, the security personnel should use emergency lights and place them at vantage points, as also intensify patrolling. The security guard shall also keep a check and avoid wastage of electricity and water.
- **27.** To manage key of doors inside HLL building/office vehicles etc., and issue to authorize persons only.
- **28.** To switch off and switch on electrical switches, fans, computer systems, closing of water tapes etc., after the office hours.
- **29.** The agency may require to co-ordinate/liaise with local authorities such as Police/Traffic Police, etc., in connection with the security service as per requirement of prevailing legislation in such matters as called for.
- **30.** The security guards should check that no street dogs enter the campus premises.
- **31.** The same security personnel should not be given more than 12 hours of duty in a day. If it is found that the same security personnel is around duties for more than 12 hours in a day an amount equivalent to two shift's will be deducted from the bill for such incidence.
- **32.** The posts/couriers received at the main gate should be handed over to the concerned immediately on receipt. However if the same is not delivered the reason there of should be brought to the notice of the HLL in-charge officer and no post/courier should be kept at main gate for more than 3 days. Proper register shall be maintained for the purpose.
- **33.** The Rooms/Cabins of the officers should be kept locked when the officer is not present. The security will be held responsible for any theft/missing.

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- **34.** The contractor will ensure deployment of required staff on all days of the week in two shifts. The security staff deputed by the contractor will ensure safety of man, materials, stores and property of HLL and guidelines laid down by HLL from time to time. The contractor will not charge the additional payment to provide the security services on holidays, Sunday and odd hours during HLL events / functions.
- **35.** The security staff will ensure that all the main gate/doors/windows are properly closed and locked and the fans, lights etc. are properly switched off after office hours and on Holidays. They will not open office area without the permission of the HLL authority until or unless it is necessary.
- **36.** The security staff will always be vigilant and any suspicious activity noticed during and after office hours and any unusual happening in the surrounding area should bring to the notice of HLL authority immediately and without fail.
- **37.** Payment will be deducted on pro-rata basis and as applicable in the event of absent of any security personnel on any day or so; however, it is strongly recommended for a suitable substitute/replacement during one's absence HLL shall not be liable for payment of any compensation in the event of any injury, death etc. caused to the security personnel, while on duty at HLL premises.

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FINANCIAL TERMS AND CONDITIONS

- 1. The payment shall be released on monthly basis after satisfactory completion of the job and for the shifts actually done by the guards (excluding absent shifts) on submission of bills in duplicate by the contractor. Income Tax (TDS) as applicable at current prevailing rate will be deducted at source.
- **2.** However, in the event that there is any query, objection or dispute with regard to any bill or a part thereof, the contractor shall not be entitled to any interest to be paid for late payment till such time that the query, objection or dispute is resolved.
- 3. The Contractor shall submit the monthly bill to HLL, along with the copies of attendance register duly certified by the HLL officials. Copies of previous month's wage register as well as EPF deposits challans, EPF Electronic Challan cum Return (ECR) and ESI deposits Electronic Challan cum Return (ECR) should also be submitted with every bill. Photo copies of annual insurance policy under the Workmen's Compensation Act should be submitted in the first month of award of contract.
- **4.** In the event of failure in discharge of the duties of security services on any day up to the desired standard in part or full, the contractor is liable to be penalized @ Rs.2000/- (Rupees Two Thousand only) per day per person which shall be recovered from the bills or otherwise from security deposit. For purpose or imposing penalty, the decision of the competent authority of HLL will be final and binding on the contractor and shall not be subject to dispute or arbitration.
- **5.** The Contractor shall at all times be responsible to maintain all types of liabilities under Workman's Compensation Act/Fatal Accident Act, Personal Injuries, Insurance Act and/or other Industrial Legislation in force from time to time.
- 6. There will be no employer employee relationship between HLL and

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EMAIL: <u>materialspft@lifecarehll.com / materialsnft@gmail.com</u>

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the agent or the security personnel. HLL shall not bear any liabilities such as Wages, PF/ESI contribution, Bonus, Medical benefits etc. arising out of deployment of security personnel in HLL. The agency shall maintain record of payment of wages, EPF, ESI Contribution etc. and shall provide documentary proof of the same along with details of wages paid, each month in respect of personnel deployed in HLL.All payments and receipts would be rounded off to the nearest rupee.

- **7.** The successful bidder has to execute an agreement in the form on stamp paper worth Rs. 200/- within 2 weeks of issuing work order.
- 8. Security Deposit: The contractor should deposit security deposit either in the form of Bank Guarantee (from any one of the Nationalized Bank or SBI) or by Demand Draft for 5% of the total Contract Value of one year. This Security Deposit should be furnished within 10 days of the issue of the Contact. This Security Deposit will not bear any interest .The Security Deposit will be refunded after satisfactory completion of the contract. In case the Security Deposit is to be furnished in the form of Bank Guarantee, it should be valid for 2 months beyond the contract period for lodging the claims, if any the Bank Guarantee should be furnished in the format prescribed by HLL
- **9.** The Contractor will be responsible for all payments due to the workers deployed for this job. HLL, will in no event be liable in this regard. The contractor should indemnify HLL, against any such liability and from any proceedings in this regard.
- **10.** The Security Agency shall not assign, transfer, pledge or sub contract this contract without prior written consent of HLL.
- **11.** The Security Agency will also maintain necessary registers, records, notes and documents and submit the required returns as prescribed by various statutory regulations.
- **12.** The transportation, food, accommodation, uniform, medical and other statutory requirement under the various Acts/Govt. Regulations in respect of each personnel of the Security Agency will be the responsibility of the Security Agency.
- 13. The Security Agency shall be contactable at all times and message sent Page 28 of 41

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by E-mail / Fax / special Messenger from this company to the Security Agency, shall be acknowledged immediately on receipt on the same day.

- **14.** Pro forma for Technical Bid (Form I to Form III) and Commercial bid are enclosed. The rate quoted for all security personnel as on date of opening of the tender should not be less than the rates fixed by the Labour Commissioner under Minimum Wage Act as applicable for Security services in Kerala State or the other states in the country. A copy of the authority in this regard should be enclosed.
- **15.** The conditional and incomplete tenders are liable to be rejected. Unit Chief, HLL Life care Limited, Peroorkada factory, Thiruvananthapuram in his sole discretion unconditional and without having to assign any reason reserve the right to accept or reject the lowest tender or any other tender or all the tenders to accept any tender in full or part.
- **16.** If there is a requirement to extend the contract beyond the contract period and when there is a delay in making the next contract, contractor should agree for extension of the Security services with commercial bid, the breakup details of EPF, ESI, GST, bonus etc., should be enclosed.

17. Minimum Eligibility Criteria:

- The firm should be registered with GST
- The firm should have Regional offices in Kerala state
- The company/firm should have at least three years' relevant experience in providing security services to Govt/ PSU/ autonomous organizations.

Note:

- 1. Statutory levy, if any, may be separately indicated.
- 2. Terms & Conditions of contractor should be authenticated / signed with the seal & returned with the offer.
- 3. A cliental list along with contact person/address if any may be provided along with offer. Copies of PO from clients may be enclosed for reference.

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TECHNICAL BID FOR PROVIDING SECURITY SERVICES

Annexure-I

To,
The Unit chief
HLL Life care Limited,
Peroorkada Factory,
Thiruvananthapuram - 695005

Sir

Subject: Providing of Security services on contract basis

The undersigned have read and examined in details the tender document in respect of providing Security services on contract basis; do hereby express our interest to provide such services.

Correspondence Details:

1	Name of the Company	
2	Address of the Company	
3	Name of the contact person to whom all references shall be	
4	Designation & Address of the person to whom all references	
5	PAN and GST details	
6	Telephone No. (with STD code)	
7	Mobile No.	
8	E-Mail of the contact person	
9	Fax No.(with STD code)	

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Document forming part of the bid:

We have enclosed the following:

- 1. Form I : Minimum Eligibility 2. Form II : Declaration Letter
- 3. Form III: Check list
- 4. Financial Bid
- 5. Letter of authorization in the name of the contact person representing the company

Thanking you, Yours faithfully,

(Signature of the Authorized Person)

Name & Designation Business Address & Seal:

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TECHNICAL BID FORM I - MINIMUM ELIGIBILITY

The details in respect of the company are as given under:

1	Name of the Bidder/ Company/ Firm/ Society/ MSME etc. (Please Specify)	
2	Year of Registration / Incorporation	
3	Number of Employees as on 01.09.2017.	
4	Details of prior experience (minimum 5 years in Govt./ PSU/ autonomous bodies) in similar services. Name of the Company / Firm / Agency along with its address and details of contact person to whom Security services were provided	
5	Details of Average annual financial turn over during the last 3 years ending 31 st March of previous financial year should be at least Rs. 100 Lakhs per Annum	
6	Details of Regional Office in Kerala State	
7	Details of Valid License for carrying out security services in Kerala state	
8	Details of registration with EPF: Details of registration of ESI:	
9	Details of GST registration : PAN number (copy of PAN card should be enclosed)	
10	Details of Professional Tax Registration Certificate issued	

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11	The declaration of the bidder that,
	none of his contracts have been
	terminated / foreclosed on account of
	his default / non-fulfillment of
	contractual obligations, during the
	last five years in any of the Govt.
	Dept./ PSU's/ Semi Govt.
	organizations

Yours faithfully,

(Signature of the Authorized person)

Name :

Designation:

Seal: Date: Place:

Business Address:

Phone No:

Mobile No:

E-Mail:

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TECHNICAL BID FORM II - DECLARATION

Declaration Letter on official letter head stating the following:

- 1. We have carefully gone through the various terms and conditions listed in Sections 'I' and 'II' above for providing security services at HLL. We agree to all these conditions and offer to provide security services at HLL. We are making this offer after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. We have inspected the Company premises and have acquainted ourselves with the tasks required to be carried out, before making this offer.
- 2. I/We having our office at ______ that I/we have never been blacklisted by any State Government/Central Government or any State/Central PSU.
- 3. We hereby sign this undertaking in token of our acceptance of various conditions listed above.

Yours faithfully, (Signature of the Authorized person)

Name :

Designation:

Date : Place : Phone No. : Mobile No. : E-Mail :

Business Address: Seal :

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TECHNICAL BID FORM III - CHECK LIST

The Tender not accompanying the following documents is liable to be rejected at the time of opening itself:

Sl. No	Required Documents	Checklist
1.	Copy of Company Registration Certificate	
2.	Copy of Income-Tax Returns for last three years	
3.	Copy of GST registration Certificate	
4.	Copy of License under Contract Labour Act	
5.	Copies of work order / purchase order of clients executed earlier	
6.	Client list of the contractor	
7.	Copy of Registration with EPF office	
8.	Copy of Registration with ESI office	
9.	Copy of PAN	
10.	Declaration Letter in Letter head as per Form-II	
11.	Verify Signature at all the pages of tender documents and enclosed	
12.	Tender fee by way of DD for Rs.1000/- {To be enclosed with Technical Bid}	
13.	EMD - DD for Rs.1,00,000/- {To be enclosed with Technical Bid}	
14.	Details of prior experience (minimum 5 years in Govt./ PSU/ autonomous bodies) in similar services.	
15.	Details of Average annual financial turn over during the last 3 years ending 31 st March of previous financial year should be at least Rs. 100 Lakhs per Annum	
16.	Details of Regional Offices in Kerala State	
17.	Details of Valid License for carrying out security services in	

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18.	Details of Average annual financial turn over during the last 3 years ending 31 st March of previous financial year should be at least Rs. 100 Lakhs per Annum	
19.	Any other details	

Date:

Place:

Yours faithfully,

(Signature of the Authorized

person)

Name :

Designation:

Date :

Place :

Phone No. :

Mobile No. :

E-Mail :

Business Address : Seal :

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Annexure-II

FINANCIAL BID FOR SECURITY SERVICES

SCHEDULE RATES OF WAGES

Sl. No.		Charges Per Person Per Day/ Per Shift/ Per Week/ Per Month in Rupees	
	Description	Assistant Security Inspector / Security Guards with Arms / Security Supervisor	Security Guards without Arms
1.	Minimum Wages (Basic Pay + DA) of Agency, if applicable in Kerala State		
2.	P.F @ 13.155%		
3.	E.S.I.C. @ 4.75%		
4.	Service Charges		
5	GST (18%)		
	Total		

No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.

Manpower charges claimed as wages by the contractor shall be reimbursed on the basis of payment made by contractors to their workers deployed at HLL. Any rates quoted in any other manner than the above will summarily rejected. In case the minimum wages is revised upward as per Labour, the contractor is not entitled for revision of his service charges.

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- a. I/We undertake to take responsibility of statutory liabilities such as minimum wages. P.F., ESI, Bonus etc. and will charge as per actual contribution made to concerned authorities against documentary proof and no service charges/Admin overhead will be payable on these contribution.
- b. The total amount of wages shall be calculated on the basis of number of shifts for which a security person has actually worked on the basis of wages of Security services accepted by HLL.

I/WE agree to keep the offer open for acceptance up to 03 months. I/We shall be bound by the communication of acceptance of the offer dispatched within the time and I/We also agree that if the date up to which the offer would remain open be declared a holiday for the HLL, the offer will remain open for acceptance till the next working day.

101 0110 112	<u> </u>	Tomas open for more was open.	o un uno nome woning aug.
of Rs	(Rupees		on the for sum) is enclosed
with the tec	hnical bid as ea	rnest money in the event of	f my tender being accepted.
_	to furnish a sed deemed to be for	• •	There indicate the manner in which
attached wi my/our duly space as sp appointed l	I/We do hereby declare that the entries made in the tender and appendixes/schedules attached with Technical Bid are true and also that we shall be bound by the act of my/our duly constituted attorney, Shri whose signature are appended hereto in the space as specified for the purpose and of any other person who in future may be appointed by me/us his stead to carry on the business of the concern whether any intimation of such charge is given to HLL, or not		
			Yours faithfully,
		Signa signin	() ature of Tenderer (Capacity in which
Date	:		
Place	:		
Signature	:		
Name of the	e authority :		

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Annexure-III

(Bidder) in order of

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before date of bid opening)

The Unit chief
HLL Life care Limited,
Peroorkada Factory,
Thiruvananthapuram - 695005

Sub: Authorization for attending bid opening on ________(date)
in the Tender for provision of Security Services
to HLL.

Following persons are hereby authorized to attend the bid opening for the tender mentioned

Order of Preference	Name	Specimen Signature
I		
II		

Alternate Representative

above on behalf of

preference given below:

Signature of bidder Or Officer authorized to sign the bid Documents on behalf of the bidder

Note:

To

- 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

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Annexure-IV

E-PAYMENT MANDATE FORM

To

The The Unit chief HLL Life care Limited Peroorkada Factory, Thiruvananthapuram 695005

Sir,

Kindly pay any amount due to me /us to our Bank Account as detailed below either by Electronic Clearance / Electronic Fund Transfer mode and the payments shall continue to be made in my/our below mentioned account till a change is requested by me/us. The Service Charges, if any, levied by the bank will be borne by me/us. We also declare that the particulars given below are correct and complete. If the transaction is delayed or not effected at all for incomplete information, I /we would not hold HLL, responsible.

एचएलएल लाइफ्रकेयर लिमिटेड HLL LIFECARE LIMITED (भारत सरकार का उद्यम) (A GOVT.OF INDIA ENTERPRISE)

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Sl. No	Item Description	Details
1.	Name of the bidder / Company / firm	
2.	Name of the Bank:	
3.	Name of the Branch:	
4.	Branch Code:	
5.	Branch IFSC Code:	
6.	Type of account:	
7.	Account No.:	
8.	Bank Telephone No. with code:	
9.	Bank Branch address:	

Place:	Name &Signature of the Agency with Seal
Date:	