

No.HL/BG/HR/BDU Operators/2024-25

8th July 2024

निविदा सूचना / TENDER NOTIFICATION

Quotations are invited from competent, experienced and registered labour Contractors on daily contract basis in line with the terms and conditions furnished herewith for a period of 24 months from the date of work order. Details of the Tender are as follows:

S.No.	Particulars	Description
1	Name of the work	Providing Unskilled / Semi Skilled and Skilled manpower having qualification of SSLC, ITI, Diploma or any Degree at HLL Lifecare Limited Kanagala, Tq.Hukkeri, Dist.Belagavi, Karnataka State for BDU Operations and other departments
2	Approx. qty. workers required per day	40-Nos.
3	Approx Tender value for two year (Rs.)	2.39 Crore approx.
4	Period of contract	Two years from the date of PO issued
5	EMD (EMD is exempted for Micro and Small industries as per guidelines issued by Government time to time)	Rs.4.78 lakh shall be paid separately through RTGS/NEFT / BANK GURANTEE transfer to - State Bank of India A/c Number: 11130285123 IFSC Code: SBIN0000888 Branch name: Ashok Nagar, Nipani
6	Security Deposit	5% of the work order value
7	Eligibility criteria for Tenderer	As per Tender document
8	Start date for submission of Tenders	09.07.2024 / 09.15 Hrs.
9	Last date and time for submission of bids	29.07.2024 / 17:00 Hrs
11	Date of Price Bid opening meeting	30.07.2024 / 11: 00 Hrs

Minimum Eligibility criteria for qualifying

1. The contractor should have minimum 2-years of experience for providing manpower to reputed industries. Experience in PSU will be added qualification. Proof of experience is to be attached with the bid.
2. The contractor should have executed the contract not less than Rs.25.00 lakhs during the last three financial years. Please enclose copy of audited Annual Report.
3. The contractor should have separate PF and ESI establishment code
4. The contractor should have separate GST number in their name.

Copies of the above certificates shall be produced as a proof along with tender document.

NATURE OF WORK

1. The manpower will be posted at HLL Lifecare Limited, Kanagala, Tq.Hukkeri, Dist.Belagavi. The contractor should depute experienced of fresh manpower possessing SSLC / ITI / Diploma or any graduate degree as per the requirement of the company.
2. However Management reserves the right about providing manpower having different qualification etc. other than mentioned above. Number of manpower also may be reduced / increased on need basis.

Procedure for deciding L1 party:

1. Minimum wages applicable as per Central Govt. notification for the deployed workmen will be fixed by the Company along with statutory requirements.
2. Bidder has to quote only 'Service Charges' per manday which shall include Administration overheads, Uniform Expenses, Safety Shoe, and Payment of Supervisory Staff, Profit margin, statutory payments (except ESI & PF) and all other charges etc.

Specific Terms and conditions

1. Workers, who are medically and physically fit and having qualification of SSLC, ITI, Diploma and Graduate between the age group of 18 to 60 years, are required to be deputed for the work, however management reserves the right to relax the minimum qualification for experienced candidate on need basis.
2. Workers deployed need to attend the work in First, Second, Third and General Shift as per the requirement of the company.
3. Every contract workmen shall be allowed to take a weekly-off per week after 6 days of continuous work

4. The contractor shall submit list of workmen along with certificates of qualification in original and residence proof (Aadhar Card) to Officer in charge to get list approved before commencement of work. Only the workers in the approved list shall be permitted for work.
5. In order to keep better performance and the production output, the workmen deployed by the contractor shall not be changed frequently.
6. The contractor has to submit medical fitness certificate of all employees to be deployed before commencement of work and medical test / checkup reports after every six months from the deployment.
7. None of the workmen shall be engaged for more than six manday in a week

GENERAL INSTRUCTIONS TO TENDERER

1. This tender is published at HLL Lifecare Limited Website and in CPPP Portal.
2. All Corrigendum/extension regarding this tender shall be uploaded on these websites
3. Quotations shall be accepted only through offline mode. Late tenders will not be accepted.
4. Bidders are advised to visit <https://lifecarehll.com> website regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
5. As per the guidelines of GFR Rule, 153 (iii), The Central Government may, by notification, provide for mandatory procurement of any goods or services from any category of bidders, or provide for preference to bidders on the grounds of promotion of locally manufactured goods or locally provided services.
6. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids: Senior Manager (HR), HLL Lifecare Limited, Kanagala – 591 225, Tahasil Hukkeri, District Belagavi, State Karnataka, India Ph:08333-279244, 279209 E-mail: veerendra@lifecarehll.com
7. The Price bids shall be opened at HLL Lifecare Limited, Kanagala – 591 225 in the presence of the Bidders /their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.
8. More details can be had from the above Office during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Tenderer during the above tender process.

9. **Tender submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document at HLL Lifecare Limited, Kanagala – 591 225, Belagavi Dist. Failure to submit the documents as required will attract disqualification.
10. EMD shall be paid separately, thru RTGS/NEFT /BANK GURANTEE transfer in the following HLL A/c details:
- Name of Bank: State Bank of India
A/c number: 11130285123
IFSC Code: SBIN0000888
Branch name: Ashok Nagar, Nipani
11. Document of the above transactions completed successfully by the tenderer, shall be attached along with the quotation. EMD is exempted for Micro and Small enterprises as per guidelines issued by Government time to time subject to submission Bid Security Declaration (form attached). Bid / quotation without EMD will not be entertained and rejected out rightly.
12. Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the tenderer. The tenderer's bid will be considered only if payment is effective on the date and time of bid opening.
13. HLL Lifecare Limited does not bind them to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
14. HLL Lifecare Limited reserves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at quoted rates.
15. In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare Limited including but not limited to forfeiture of EMD, Security Deposit, black listing etc., as deemed fit by HLL Lifecare Limited.
16. Conditional bids and bids not submitted with appropriate/desired documents will be rejected out rightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
17. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.
18. If the bidder back out from the commitment the Security Deposit will be forfeited followed by Blacklisting. The bidders should be ready to attend negotiation meeting at their own cost at Kanagala OR at the place as fixed by the Company.

19. General Instruction to the Tenderer

20. Section 101 (Exemption of occupier or Manager from liability) of chapter X under the Factories Act 1948 (All LXIII of 1948) (23rd September 1948) is applicable
21. Payment will be released on monthly basis on submission of proper bills attaching the documents specified by the Company.
22. Taxes and duties are to be borne by the contractor only.
23. The contractor will have to submit an affidavit at the time of signing the agreement indicating that all employees of the contractor are paid the minimum wage as per Minimum Wages Act.
24. Preferably Contractor should have independent ESI and PF code number /PAN number and GST registration allotted by the concerned authorities. The contractor will be solely and exclusively responsible to adhere to meet out all statutory obligations under Indian law in respect of compliance of all the rules, regulations and directions given by a statutory authority with regard to safety, labour laws, PF and ESI remittance or any other prevalent laws both of Central and State Enactments.
25. Contractor will comply with all the statutory norms including hours of work and Holidays / Rest etc.
26. The Contractor should take license under the Contract Labour (R & A) Act 1970 and other statutory licenses if any before commencement of work and should be produced.
27. Work is to be carried out strictly as per the schedule and any change in the mode of work if desired by HLL is to be implemented and the contractor shall supervise the work.
28. HLL Lifecare Ltd. has no obligation with regard to statutory and other welfare measures for the workmen employed by the contractor for the said contract.
29. In the event of unsatisfactory services rendered by the contractor, the contract may be cancelled by the HLL by giving one month's notice. In case the contractor is having any difficulty to continue the contract he /she should give a two-month notice in writing to HLL for short closing the contract. In case the contract is short closed, HLL may forfeit the Security deposit / levy penalty as decided by the HLL authority.
30. No legal right shall vest in the contractor's workers to claim employment or otherwise absorption in neither HLL nor the contractor's workers shall have any right whatsoever to claim the benefit and/or emoluments that may be permissible or paid to the employees of HLL. The workers will remain the employees of the contractor and this should be the sole responsibility of the contractor to make it clear to his/her workers before deputing them to work at HLL.

31. The total HLL Campus is 'NO SMOKING ZONE'. Smoking, chewing tobacco / pan masala, consuming liquor etc. is strictly prohibited inside the premises. Violation of the same shall attract a penalty up to Rs.5000/- for each instance. Such penalty shall be recovered from the contractor's Bills.
32. The contractor shall take applicable insurance or cover all the workmen under the provisions of ESI as the case may be.
33. On award of contract, Security Deposit (SD) of 5% of work order value in cash OR Bank guarantee of equivalent amount is to be submitted. OR SD will be recovered @5% from each bill. The SD amount will be returned without any interest after satisfactory completion of the Contract. Bank Guarantee of Nationalized Bank only is acceptable.
34. Payment will be released on monthly basis on submission of proper bills attaching the documents specified by the Company. Following documents are required to be submitted along with bills for payment:
- i) Proper printed original invoice in duplicate mentioning name and address of the bidder, registration number, Pan Number, GSTIN Number, HSN Code, bank details etc.
 - ii) The invoice should accompany with proper certification from concerned Head of the Department certifying the quantity etc.
 - iii) Invoice should be submitted on 1st day of every month
35. In case of any damages caused to HLL property by contractor/his/her men while executing the job, the cost of the same shall be recovered from the contractor.
36. RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017 FOR BIDDERS FROM A COUNTRY SHARING LAND BORDER WITH INDIA.

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of GFR) inclusive of the latest amendments issued by Ministry of Finance, GOI at Appendix of this bidding document. The bidder must comply with all provisions mentioned in this order. A self-declaration (as per format provided in Annexure 12) with respect to this order must be submitted.

37. INTEGRITY PACT

Pre-Contract Integrity Pact and Independent External Monitor

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre bid obligation and should be submitted along with the financial and technical bids. All the bidders are bound to comply with the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason. The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the financial and technical bids. All the bidders are bound to comply with the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected

without assigning any reason. The email id of the Independent External Monitor for HLL is given below. Email id - iemhll@lifecarehll.com.

38. RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017 FOR BIDDERS FROM A COUNTRY SHARING LAND BORDER WITH INDIA.

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of GFR) inclusive of the latest amendments issued by Ministry of Finance, GOI at Appendix of this bidding document. The bidder must comply with all provisions mentioned in this order. A self-declaration (as per format provided in Annexure) with respect to this order must be submitted.

39. PUBLIC PROCUREMENT (Preference to Make in India)

40. Pursuant to GFR Rule 153 (iii), preference will be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders / Notifications issued by concerned Nodal Ministry for specific Goods/Works/services.

41. All the disputes between the bidder and its labours / employees shall be resolved by the contractor directly without making HLL as a party. Any loss / stoppage of work due to any reason by the labours / employees appointed by the bidder shall attract penalty to the bidder. HLL also reserves the right to recover from the contractor, all the direct / indirect loss incurred to HLL due to stoppage of work by the labours / employees.

42. The service charges quoted should be valid till the completion of contract and will not be enhanced during the period of the contract on any account. Sub contract is not allowed.

43. The Contractor has to ensure that all precautions are taken for safety of his employees and equipment.

44. Work is to be carried out strictly as per the schedule and any change in the mode of work if desired by us is to be implemented and the contractor shall supervise the work.

45. Contractor or his/her authorized representative shall solely entitled to instruct their workers about the manner of carrying out the work as per the prescribed specifications and quality plan.

46. Workers engaged by contractors for aforesaid work shall be Contractors employee only and not of HLL Lifecare Limited, Kanagala.

47. Transport / conveyance of workers engaged by the contractor is to be arranged by the contractor at his cost only wherever and whenever required or insisted.

48. Wage Slip indicating the PF deductions & employee individual PF number should be issued. Contractor shall disburse the wages to his employees deployed by him for the concerned contract work on or before 7th day of subsequent month following, irrespective of whether HLL Lifecare Limited has settled any of contractor's bills or not before that date.
49. Contractor shall disburse the payment to his deployed employees through e-payment mode i.e. through bank only. Non-compliance to this condition shall attract a penalty of Rs.5000.00 per month
50. Contractor to ensure that the employees deployed in the premises of HLL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification and experience etc. acceptable to concerned department.
51. The contractor shall arrange for the Medical checkup of his/her employees and produce the fitness certificate from the authorized hospital/Doctor before reporting for the work.
52. It is the contractors' responsibility for the safety aspects of his/her employees deployed for the work. He/she should provide necessary safety equipments like Shoes, Gloves, and Mask etc. at his/her own cost to his/her employees deployed for the said work wherever necessary. The safety and quality policy of the Company shall be complied by the contractor
53. HLL Lifecare Ltd. reserves the right to cancel the contract at any time during the contract period without paying any compensation and the decision of the HLL Lifecare Ltd. with regard to termination of contractual provision will be final. In the event of contractor abandoning the work OR HLL revoking the contract, HLL reserves the right to get incomplete work completed at contractor's RISK and COST. HLL shall have a right to terminate the contract at any time without assigning any reason thereof.
54. Contractor shall indemnify HLL against all claims by statutory authorities and losses under various labour laws, statutes OR any civil or criminal law in connection with the employees employed by him/her.
55. The contractor shall liable to pay statutory bonus under payment of Bonus Act 1965 and submit proof of disbursement along with received copy of Form –D.
56. The contractor shall responsible for the discipline of his/her own laborers deployed under the service contract. In case of any loss to HLL on account of indiscipline of contract labour then such loss shall be assessed and recovered from the contractor's bills or from the security Deposit.

LEGAL COMPLIANCE

1. The Contractor shall comply with all the provisions regarding licensing, welfare & health procedures, maintenance of various records & registers etc. as provided under the Contract Labour (Regulation & Abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Govt. from time to time. For non-compliance of any provisions, statutory compliances under law, the contractor shall be responsible for penalties levied by the appropriate authorities under the Act. The contractor shall also be liable

- to comply with all other labour & Industrial Laws and such other Act, payment of Bonus Act, Minimum Wages Act etc. Depositing ESI, PF Contributions as may be applicable is the responsibility of the contractor for any default in compliance the contractor shall be held responsible.
2. The contractor shall make good all damage/loss which may be caused by any act or default of the contractor, his/her agents or servants or workers to any property of the Institute HLL reserves the option to make good the damage or loss by charging the contractor with the expenses.
 3. Dispute if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole arbitrator to be appointed by HLL at Hukkeri Court as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under.
 4. Any Arbitrator appointed shall not have the jurisdictions to pass any interim awards, or to grant interest higher than 8% charged simply on the award amounts or amounts payable to either party. No dispute arising of the execution, implementation or termination of the present contract, as also any other dispute with respect to the present contract be entertained by any court and shall be subject matter of Arbitration under the Indian Arbitration and Conciliation Act, 1996 and rules framed there under.
 5. All legal disputes shall be subject to jurisdiction of Hukkeri court (Belagavi Dist. Karnataka) only.
 6. The contractor shall submit duly signed undertaking enclosed with the tender document.
 7. Unless otherwise stipulated in the Tender Notification, conditional offers, alternative offers, multiple bids by a tenderer shall not be considered.
 8. Bids are liable to be rejected as nonresponsive if a Tenderer fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations
 9. Furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

PRE-CONTRACT INTEGRITY PACT

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

Between

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

And

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

Preamble

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

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

NOW, THEREFORE,

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

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

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

Clause.1. Commitments of HLL

- 1.1 HLL undertakes that HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HLL will report to Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

- 1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ BIDDERS

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

- or disfavor to any person in relation to the contract or any other contract with the Government.
- 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
- 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
- 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.
- 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including

information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.18 The Bidder(s)/Bidders(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Bidders(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

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

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

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

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

Clause.4. Equal treatment of all Bidders/Bidders/ Sub bidders

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

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

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

Clause.5. Consequences of Violation/Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the bidder liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/performance guarantee, whichever is higher.
 - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee/warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.

- vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price/ charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a

lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

- 7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and addresses of the Monitor(s) to be given).
- 7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.
- 7.6 The BIDDER(S) accepts that the Monitor(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subbidders engaged by the BIDDER. The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subbidder(s) with confidentiality.
- 7.7 HLL will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the Monitor(s) option to participate in such meetings.
- 7.8 The Monitor(s) will submit a written report to the CVO of HLL within 8 to 10 weeks from the date of reference or intimation to him by

HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

**Clause.8. Criminal charges against violating Bidder(s)/
Bidder(s)/Subbidder(s)**

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

Clause.9. Facilitation of Investigation

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

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Thiruvananthapuram / Belagavi (Belgaum) Jurisdiction as the case may be.

Clause.11. Other legal Actions

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

Clause.12. Validity and Duration of the Agreement

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

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

Clause. 13. Other provisions

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

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

HLL

BIDDER

Sign:

Sign:

Name:

Name:

Designation

Designation

Witness

Witness

1.....

1.....

2.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of the HLL in regard to involvement of Indian agents of foreign suppliers.

UNDERTAKING
(To be attached with Price Bid Form)

I, Shri/Smt. _____ R/o

_____ hereby solemnly agree to abide by the Terms and Conditions and the rates enumerated above. Any break of the Clause/Clauses will render my contract null and void. I have understood completely about this tender document and the terms and conditions therein.

Dated _____
Signature of the Contractor
Witness No. 1

(Name and full address)

Witness No. 2
(Name and full address)

I accept the above condition
(Full signature of the Tenderer with seal of the Agency)

TENDERER DETAILS FORM
(If required separate sheet can be enclosed)
(To be attached with Price Bid Form)

Sl. No.	Subject	Details
1	Name of Tenderer	
2	Address of Tenderer / Contact Number / Mobile number / E-mail id	
3	Labour License No under CLRA Act.1970	Yes / No (Copy to be uploaded)
4	Experience / work completion certificate	Yes / No (Copy to be uploaded)
5	GST Number	Yes / No (Copy to be uploaded)
6	PAN No. / PF and ESI registration code	Yes / No (Copy to be uploaded)
7	Maximum Number of Manpower that can be arranged at a time within short notice	
8	Turn over details for last 01 Year	Yes / No (Copy to be uploaded)
9	Banker Details	Yes / No (Copy to be uploaded)
10	Are you ready to follow the terms and conditions of tender notification?	Yes / No

घोषणापत्र D E C L A R A T I O N

I / we confirm having read and understood all the specifications, instruction, forms, terms and conditions and all relevant information regarding the above Tender and agree to abide by all without any deviation from what are stated above.

स्थान Place:

दिनांक Date:

निविदाकर्ता के हस्ताक्षर एवं मुहर
Signature of Tenderer along with seal

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD
(On Bidders Letter head)**

Bid Security Declaration Form

Date: _____ Tender No. _____

To,

(insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid. Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration) Name: (insert complete name of person signing the Bid Securing Declaration).

Duly authorized to sign the bid for an on behalf of
(insert complete name of Bidder)

Dated on _____ day of _____

(insert date of signing)

Corporate Seal (where appropriate)

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LTD.
भारत सरकार का उद्यम A GOVT. OF INDIA ENTERPRISE
कणगला KANAGALA – 591225, बेलगावि जिला BELAGAVI DIST.

कीमत बोली फॉर्म PRICE BID FORM

Work: Providing Unskilled / Semi Skilled / Skilled manpower having qualification of SSLC / ITI / Diploma and Degree at HLL, Kanagala for the year 2024-2026 for BDU Operations and other departments

'Contractor should Quote Service Charges only'

Sl. No	Particulars	Amount (in Rs.)
1	BASIC ***	----
2	DA***	
3	EPF @13% (Sl. No 1+2)	
4	ESI @3.25% (Sl. No 1+2)	
5	Service Charges**	
6	TOTAL (Sl. No 1+2+3+4+5)	----
7	GST @18% (Sl. No 6)	
Total Rate Per Day Per Person		

***Minimum wages applicable as per Central Govt. notification and will be fixed by the company.

**Service charges shall include statutory payments (except ESI and PF), Administration overheads, Uniform Expenses, Safety Shoe, and Payment of Supervisory Staff, Profit margin and all other charges etc.

स्थान Place:

दिनांक Date:

निविदाकर्ता के हस्ताक्षर एवं मुहर
Signature of Tenderer along with seal