

HLL LIFECARE LIMITED

**EXPRESSION OF INTEREST FOR THE EMPANELMENT OF
COMPANY/ FIRM/ AGENCY/ FOR SUPPLY OF UNSKILLED /
SEMISKILLED/ SKILLED MANPOWER ACROSS INDIA.**

Tender No. HLL/HR/CHO/RBD-HCS/2020-21/EoI/1 dated 02.11.2020



HLL Lifecare Limited
(A Government of India Enterprise)

**HLL LIFECARE LTD
HLL BHAVAN, POOJAPURA, TRIVANDRUM- 695012
0471 - 2354949**

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NOTICE INVITING EXPRESSION OF INTEREST

Sub: EXPRESSION OF INTEREST FOR EMPANELMENT OF COMPANY / FIRM/ AGENCY/ FOR SUPPLY OF UNSKILLED /SEMI SKILLED / SKILLED MANPOWER ACROSS INDIA.

Expression of Interest HLL/HR/CHO/RBD-HCS/2020-21/EoI/1 dated 02.11.2020

HLL LIFECARE LTD, a Government of India Undertaking, invites sealed and super scribed quotation under two bid system from interested parties having minimum five years of experience in the relevant field for providing unskilled/semi-skilled/skilled manpower across India.

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

1. Firm's registration number
2. EPF Registration Number
3. ESI Registration Number
4. PAN Number
5. GST Number
6. Minimum 5 years' relevant experience in providing unskilled/ semi-skilled/ skilled manpower across India in Govt. departments/ PSU's/ Semi Govt. organizations.
7. Details of Regional offices across India
8. Photo copies of documents in support of Sl. Nos. 1 to 7 above.
9. Duly filled & Signed Integrity Pact

Nature of Work: Providing unskilled/ semi-skilled/ skilled manpower across India for HLL Lifecare Ltd, Hindlabs, Lifecare Centres/ AMRIT pharmacies and other sites located across India.

Time allowed for completion : 3 Years

Tender Fee : Rs.1,000/- (non-Refundable) including GST

Earnest Money Deposit (EMD) : Rs. 3,00,000/- (Rupees Three lakhs only)

Security deposit : 5% of total Contract value/ year

Note: This tender schedule should be returned with all papers intact without detaching any part of the document. HLL reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan HLL website as corrigendum/amendments etc., if any, will be notified on the HLL web site and separate advertisement will not be made for this regard.

Authority, Designation and Address	The Senior Vice President HLL Lifecare Ltd. Mahilamandalam Road, Poojappura Thiruvananthapuram, Kerala-695012 0471-2775655/ 0471-2354949 rbdhr@lifecarehll.com / hcsr@lifecarehll.com
Name of the work: Place of execution	Providing unskilled/ semi-skilled/ skilled manpower across India for HLL Lifecare Ltd, Hindlabs, Lifecare Centres/ AMRIT Pharmacies and other sites located across India
Tender documents - Place and due date for obtaining tender	Tender documents can be downloaded from company website, ie. www.lifecarehll.com / CPP Portal or obtained from HLL Life Care, Trivandrum on any working day between 10 am & 5pm by paying tender fee in the form of DD.
Date of Publishing of Tender	02.11.2020, 10.00 AM
Due Date, time and place of submission of Tender	Due Date: 23.11.2020 Time: 03.00 PM Place: At the address mentioned in column I.
Date, time and place of Tender Opening (Technical Bid Opening)	Bid opening on : 23.11.2020 Time: 03.30 PM Place : At the address mentioned in column I
Any other important criteria specified by the tender	Tender received after due date and time will be summarily rejected.

Sealed & Super scribed Tenders under 2 Bid system (Technical & Price bid) are invited for providing Manpower Services for HLL Lifecare Ltd, from well- established reputed firms/ Manpower supplying Agencies. The bid should be sealed by the bidder and duly superscribed as Tender No: **HLL/HR/CHO/RBD-HCS/2020-21/EoI/1 dated 02.11.2020** and name of the tender with due date for submission.

For HLL LIFECARE LTD.

SENIOR VICE PRESIDENT (HR)

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.

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.

SECTION 1 - TENDER DOCUMENT

1. BRIEF ON THE COMPANY & REQUIREMENT

HLL Lifecare Limited is a Central Public Sector Enterprises under Ministry of Health and Family Welfare (MoHFW). The very purpose of business at HLL is to provide high-quality products and services at affordable prices. With the changing socio-political climate, global health programmes are constantly seeking diverse solutions in the areas of medicine and healthcare. HLL provides the perfect answer to many questions that the world faces in healthcare, thanks to its extensive experience, innovative technologies and ample resources which today reach over 115 countries spanning the seven continents. Its consultancy services and products are parts of the global healthcare packages of international agencies such as UNPFA, UNOPS, UNHCR, WHO, PSI and IDA. As a company under MoHFW, HLL partners and executes various government programmes which directly benefit the public in day to day life in health care sector.

HINDLABS, AMRIT Pharmacy, HLL Pharmacy & Surgicals are the brands that comes under Healthcare Services Division and Retail Business Divisions which offers a wide range of quality services at affordable rates. The services offered includes radio diagnosis and imaging centers, complete range of path lab services, specialist pharmacy and retailing of surgical implants, surgical consumables, essential lifesaving drugs, ophthalmic medicines and accessories and management services for diagnostic centres. AMRIT (Affordable Medicines and Reliable Implants for Treatment) is a Ministry of Health & Family Welfare initiative aimed at providing quality and implants at affordable prices to the patients. Currently we have 250 centres functioning across India.

Healthcare Services Division of HLL is operating HINDLABS Diagnostic Centers in PAN India Basis which provides Affordable and Reliable services in the area of Medical Imaging and Medical Laboratories. It has setup MRI, CT, Ultrasound Scan Centers, Diagnostic labs and Specialty Clinics.

Now, HLL has been selected by Maharashtra & Assam National Health Missions (NHM) FOR UNDERTAKING FREE DIAGNOSIS PROGRAM (FDP). Through FDP, all the patients of District and Sub – District Hospitals, Community Health Centers and Primary Health Centers can avail FREE DIAGNOSIS TEST as required and prescribed by the Govt. Doctors. For this HLL has set up 110 labs & 28 labs in the state of Maharashtra and Assam respectively.

2. ELIGIBILITY

1. The Bidder should have satisfactorily provided unskilled/semi – skilled/ skilled manpower for Govt. Organizations/ Public Sector Undertakings/ Corporate Sector/ Autonomous Bodies/ Large Private Sector Organizations for the value of the contract agreement with one work order of completed value not less than **INR 3.00 Cr.**
2. Average annual turnover of the bidder for the 3 financial years immediately preceding the original scheduled Expression of Interest opening date, should not be less than **INR 5.00 Cr.**
3. Bidder should have capabilities and infrastructure to provide the services in PAN India Basis.
4. The bidder should have provided a minimum of 600 persons or more as manpower on outsource against single order on monthly basis.
5. Only registered and bona- fide Services Providers/Agencies having experience of at least five years of supplying manpower service to the Govt. Organizations / Public Sector Undertaking/ Corporate Sector/ Autonomous Bodies/ Large Private Sector Organizations etc.
6. The Agency must be registered with ESI, EPF, Service Tax authorities and must be in possession of Permanent Account Number (PAN). The documentary proof in these regard should be attached. The Agency should also produce Income Tax clearance certificate (ITCC) for the last three years and GST.
7. The applicant/firm should be registered under the 'Contract Labour (Regulation and Abolition) Act, 1970 and Rules of 1971 made there under (Registration should be valid for all states of India including J & K).
8. There should be no legal suit/criminal case pending on contemplated against the Company, Proprietor or any of its Registrars (in the case of Pvt. Ltd. Company) on grounds of impropriety or for violation of any of the laws in force. The Agency must enclose declaration to this effect at the time of submission of bid.
9. The bidder should have been operating the HR functions using HR ERP solutions.
10. The bidder should have web enabled Employee Self Service portal and Mobile application for their employees as well as the Client.

3. SELECTION AND EVALUATION PROCESS

TENDERING PROCESS:

The tenders are invited on a two-bid system i.e. the qualifying bid (technical bid including tender fee of Rs.1,000/- & EMD of Rs.3,00,000/-) and then the financial bid:

1. The tender form for Technical bids prescribed at Annexure-I (Attached) complete in all respect (Including Tender fee) should be submitted in sealed cover super scribed - **“Technical Bid - Providing Unskilled/ Semi – skilled/ Skilled Manpower Services”**.
2. **Tender Fee & Earnest Money Deposit (EMD) :**
 - Intending eligible bidders may download the tender documents from the official website i.e. www.lifecarehll.com. They must ensure that requisite non-Refundable tender fee of Rs. 1,000/- (Rupees Thousand only) including GST is enclosed in the form of Account Payee Demand Draft from any of the commercial bank in favor of "M/s HLL LIFECARE LTD., payable at SBI Trivandrum" with, their technical bid, failing which the tender will be treated as incomplete and will be ignored. The Tender fee (Demand Draft) should be enclosed with the technical bid of tender document.
 - The Techno Commercial Bid should accompany a DD for Rs.3,00,000/- (Rupees three lakhs only) towards Earnest Money Deposit, drawn in favor of "M/s HLL LIFECARE LTD., payable at SBI Trivandrum" towards EMD, failing which the Tender will be summarily rejected
3. **Exemption of Tender Fee/ EMD:** MSE/SSI units are exempted from paying of Tender Fee/ EMD. SSI/MSE units interested in availing exemption from payment of Tender Fee/ EMD should submit a valid copy of their Udyog Adhar registration certificate along with the bid. But the Party has to provide Security deposit if Tender is awarded to them. Startup units interested in availing exemption from payment of Tender Fee/ EMD shall submit a valid copy of Registration Certificate from Department of Industrial Policy & Promotion on or before due date as per tender notice. However, the party has to provide security deposit if Tender is awarded to them.
4. 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 Unskilled/ Semi – skilled/ Skilled Manpower Services”**.

5. 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 **HLL/HR/CHO/RBD- HCS/2020-21/ EoI/1 dated 02.11.2020** and Name of Tender **“EXPRESSION OF INTEREST FOR EMPANELMENT OF COMPANY/ FIRM/ AGENCY/ FOR SUPPLY OF UNSKILLED/ SEMI SKILLED/ SKILLED MANPOWER ACROSS INDIA”** and addressed to

**SENIOR VICE PRESIDENT (HR),
HLL LIFECARE LTD,
HLL BHAVAN, POOJAPPURA,
TRIVANDRUM, KERALA-695012**

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. The Price Bid of those Tenderers who qualify in the Technical Bid only will be opened. The date and time of opening of Price Bid will be intimated separately. The Price Bids of Tenderers who do not qualify will be returned unopened.

Pre-bid meeting: Pre-bid meeting will be conducted at HLL Trivandrum office and the date will be published in the website only. The prospective bidders may ask their queries before Pre-bid meeting and no queries shall be entertained after the Pre-bid meeting. The clarifications, if any shall be posted in the website and also send to those who had participated in the pre-bid meeting / queries.

1. **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:

- 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).
- The bid should be accompanied by Demand draft for Tender Fee for Rs.1000/- (non-refundable). The bid received without tender fee will not be considered.
- The bid should be accompanied by Demand draft for DD for Rs.3,00,000/- (Rupees three lakhs only) towards Earnest Money Deposit. The bid received without EMD will not be considered.
- Copies of documentary evidence of relevant experience during the last Five (5) years in the area of providing Unskilled/ Semi – skilled/ Skilled Manpower Services in Govt. departments/ PSU's/ Semi Govt. organizations (as specified in the Eligibility criteria).

- Copies of the following documents to be enclosed (Annexure-1) :
 1. Copy of Registration / Incorporation of the firm/company
 2. Registration details with Labour Commissioner (for all states in India)
 3. Copy of PAN Card,
 4. Copy of TIN/ GST No
 5. Copy of EPF registration
 6. Copy of ESI registration
 7. Details of Regional offices across India
 8. Details of the Bidder
 9. All Other documents
 - Duly filled & signed Integrity Pact
2. **Contents of Financial Bid:** The financial bid shall contain the financial details of the tender as per Annexure II & Duly filled & signed Integrity Pact

SECTION-II INSTRUCTIONS TO BIDDERS

1. DEFINITIONS:

- “HLL” means the HLL LIFECARE LTD,
- “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.
- “Manpower Agency” means any registered entity engaging in business such as a Public Limited, proprietorship, partnership, private concern or corporation who are providing the Manpower Services under the contract.
- “TPC employee” means Third Party Contract Employee.
- “Scope” means standards of works mentioned in Section IV, which the manpower Agency is required to undertake during the contract period.
- “Price” means the price payable to the Manpower Agency under the work order for the full and proper performance of its contractual obligations.
- ‘Parties’ mean HLL as one part and the Manpower Agency
- 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.

2. CLARIFICATION OF THE BID DOCUMENTS BY THE MANPOWER AGENCY:

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

3. PREPARATION OF BIDS

- Clause by Clause compliance demonstrating substantive responsiveness to all the conditions by signing and stamping on all the pages of the original bid document Tender No. **HLL/HR/CHO/RBD-HCS/2020-21/EoI/1 dated 02.11.2020** by authorized person(s),
- The financial bid shall contain price schedule in which the values will be filled in the appropriate columns.
- Conditional bids will not be accepted.
- The Manpower 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.

4. BID PRICES:

- The Service Charges to be charged by the Manpower Agency should be clearly indicated.
- Prices indicated on the Price Schedule shall be entered in the following manner:
 1. The service charges must be inclusive of GST & other taxes/ charges (GST & other taxes/ charges should be clearly specified)
 2. The service charges shall be quoted clearly.
 3. It should be ensured that the amounts are written in such a way that interpretation is not possible.
 4. No blank space should be left.

5. SECURITY DEPOSIT:

The Manpower 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 Contract. 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. This Security Deposit shall be forfeited in case the tenderer withdraws from the contract once it is awarded or fails in completing the work in time as required by the Company or in case any loss or damage is caused to the Company by the contractor or by his/her/its workers or on breach of any of the conditions of the contract. Loss or damage caused to the Company at the instance of the contract awarded to the contractor including the loss or damage caused by the employees of the Contractor/shall be recovered from the Security Deposit in proportionate to the loss or damage sustained by the Company and the decision on the amount of compensation for the loss or damage shall be at the discretion of the Company. The Company shall also have the right to recover such loss or damage from the movable or immovable properties of the contractor and his heirs and legal representatives if the loss or damage caused is in excess of Security Deposit.

6. PERIOD OF VALIDITY OF BIDS:

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

7. FORMATS AND SIGNING OF BID:

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.

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.

8. LATE BIDS:

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

9. OPENING OF BIDS BY HLL:

- Pre-bid meeting will be conducted at HLL Trivandrum office and the date will be published in the website only.
- 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.
- A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 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.

The Two bid tendering process comprises the following:

- 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.
- 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.,
- 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.

10. 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.

11. TENDER EVALUATION:

- 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 generally in order. 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.
- 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 Manpower Agency does not accept the correction of the errors, his bid shall be rejected.
- **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.**
- 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.
- **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.**
- In case of the quoting price of Micro and Small Enterprises are within the price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value.

12. CONTACTING HLL:

- 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.
- Any effort by a bidder to influence HLL's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

13. 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 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.

14. 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.

15. AWARD OF CONTRACT:

- HLL reserves the right to terminate the contract if the services are found unsatisfactory with two months notice.
- HLL reserves the right to disqualify the Manpower 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.
- The Manpower 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.

16. JURISDICTION:

The civil court Thiruvananthapuram will have the jurisdiction.

17. RESOLUTION OF DISPUTES

If dispute or difference of any kind shall arise between HLL and the Manpower Agency in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then the same shall be referred to a Sole Arbitrator to be appointed by the Chairman and Managing Director, HLL Lifecare Limited under the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force. The venue of arbitration shall be Thiruvananthapuram and the language of arbitration shall be English. The award passed by the Arbitrator shall be final and binding on the parties.

The fees payable to the arbitrator these shall be paid equally by both the parties.

18. INTEGRITY PACT

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 the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

SECTION-III (SCOPE OF SERVICE OF MANPOWER SUPPLYING AGENCY)

1. SCOPE OF WORK

RBD (Retail Business Division) – This division is majorly a network of retail pharmacies across the country (Trivandrum to J & K) to make available and accessible all drugs, implants, Surgicals, disposables at highly affordable prices, under names AMRIT Pharmacy, HLL Pharmacy & Surgicals, Lifecare centres, Jan Sanjivani Drug Stores (JSDS) etc. Personnel requirement for this division is majorly Pharmacists/ Pharmacy Assistants/ Administrative Assistants/ Sourcing Assistants etc. Approximate manpower requirement comes to 600 (comprising all categories of TPC employees).

HCS (Healthcare Services Division) – A network of Laboratory services (under the brand name Hindlabs) across the country providing high-end diagnostic services by deploying the latest diagnostic technology and operational support. Hindlabs provides professional lab management services for both in vitro-diagnostics and radio diagnosis centres in hospitals. Personnel requirement for this division is majorly Lab technicians/ Radiographers/ Project Coordinators/ Administrative Assistants/ Sourcing Assistants etc. Approximate manpower requirement comes to 700 (comprising all categories of TPC employees).

CHO (Corporate Head Office) – HLL corporate Head office is located at Trivandrum, Kerala. However the regional offices are located in major cities like Chennai, Mumbai, Kolkata, Hyderabad, Delhi etc. Personnel requirement for the Corporate/ regional offices are majorly Administrative Assistants/ Officers (HR, Finance, IT, Sourcing etc.)

2. TOTAL MANPOWER REQUIREMENT

Sl. No	Division Name	Total Number of Employees of TPC basis
1	RBD (Retail Business Division)	600
2	HCS (Healthcare Services Division)	700

Manpower quantity may change subject to requirement.

3. CONTRCT PERIOD:

The contract of the work will be awarded for a term of 3 years. If the performance of the bidder is found satisfactory the contract can be extended for another One more year with the same rate and other conditions. Notwithstanding the above, HLL reserves the right to terminate contract at any time during the term of contract by giving three months notice.

4. REPLACEMENT OF EMPLOYEES

Free replacement of employees has to be provided within 7 working days in the event of an employee leaving the assigned responsibilities/ taking long Leave within six month of taking up the assignment.

5. FINANCIAL TERMS AND CONDITIONS

- The payment shall be released by HLL on monthly basis after satisfactory completion of the job and on submission of bills in duplicate by the Manpower Agency. Income Tax (TDS) as applicable at current prevailing rate will be deducted at source.
- However, in the event that if 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.
- The Manpower Agency 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 Employee's Compensation Act should be submitted to HLL in the first month of award of contract.
- In the event of failure in discharge of the duties of manpower 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 Manpower Agency and shall not be subject to dispute or arbitration.
- The Manpower Agency shall at all times be responsible to maintain all types of liabilities under Employees Compensation Act/Fatal Accident Act, Personal Injuries, Insurance Act .
- The Manpower Agency will be responsible for payment of wages to the employees engaged by him. The contractor shall maintain the required records for the payment of wages and HLL have the right to inspect the records of the contractor at any time.

- There will be no employer employee relationship between HLL and the Manpower Agency or the TPC employees. HLL shall not bear any liabilities such as Wages, PF/ESI contribution, Bonus, Medical benefits etc. arising out of deployment of TPC employees 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.
- **Payment of EPF and ESI:** The Manpower Agency should ensure payment of ESI and EPF contribution within the prescribed dates as per the relevant Acts & Rules in this regard and payment eligible in these respects will be paid by the company only on production of proof of payment of the amount concerned, to the authority concerned. Manpower Agency shall be responsible for penal action and penalty payable on account of delayed payment of contributions and HLL will not pay any amount in this regard.
- In case of any dispute with the employees / staffs given by the Manpower Agency shall be settled directly with Manpower Agency without any financial burden to HLL.
- The successful bidder has to execute an agreement in non-judicial stamp paper worth Rs. 200/- within 2 weeks of issuing work order.
- **Security Deposit:** The Manpower Agency should deposit security deposit either in the form of Bank Guarantee (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 Contract. 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. The initial validity shall be 38 months from the date of work order by HLL.
- The Manpower Agency 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 Manpower Agency should indemnify HLL, against any such liability and from any proceedings in this regard.
- The manpower Agency shall not assign, transfer, pledge or sub-contract this contract without prior written consent of HLL.

- The Manpower Agency will also maintain necessary registers, records, notes and documents and submit the required returns as prescribed by various statutory regulations.
- The transportation, food, accommodation, uniform, medical and other statutory requirement under the various Acts/Govt. Regulations in respect of each personnel of the Manpower Agency will be the responsibility of the Manpower Agency alone.
- The manpower Agency shall be accessible at all times and message sent by E-mail / Fax / special Messenger from this company to the Manpower Agency, shall be acknowledged immediately on receipt on the same day.
- Pro forma for Technical Bid (Form I to Form III) and Financial bid are enclosed. The rate quoted must include GST and other statutory requirements.
- The conditional and incomplete tenders are liable to be rejected. Senior Vice President, HLL Life care limited, Thiruvananthapuram in his sole discretion can accept or reject the lowest tender or any other tender or all the tenders or accept any tender in full or part without having to assign any reason.
- If there is a requirement to extend the contract beyond the contract period and when there is a delay in making the next contract, Manpower Agency should agree for extension of the manpower services on the existing rate and terms & conditions.
- With Financial bid, the breakup details of EPF, ESI, GST, bonus etc., should be enclosed.

Note:

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

TECHNICAL BID FOR PROVIDING MANPOWER SERVICES

Annexure-I

To,

**Senior Vice President (HR),
HLL Lifecare Ltd,
HLL Bhavan, Poojappura,
Trivandrum-695012**

Sir,

Subject: **Providing Unskilled/Semi Skilled/Skilled Manpower Across India**

The undersigned have read and examined in details the tender document in respect of providing Manpower 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)	

Document forming part of the bid:

We have enclosed the following:

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

**Thanking you,
Yours faithfully,**

(Signature of the Authorized Person)

Name & Designation Business Address & Seal:

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 01.11.2020	
4	<ul style="list-style-type: none"> • Tender fee by way of DD for Rs.1000/- • EMD by way of DD for Rs.3,00,000/- • Agree to provide Security Deposit for an amount of 5% of total value of work by Bank guarantee from a National /Scheduled Bank before under taking the work, if awarded. 	
5	<p>Details of prior experience (minimum 5 years in Govt./ PSU/ autonomous bodies) in similar services.</p> <ul style="list-style-type: none"> • Name of the Company / Firm / Agency along with its address and details of contact person to whom manpower services were provided. • Details of the value of the contract agreement with one work order of completed value not less than Rs. 300 Lakhs per Annum 	
6	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. 500 Lakhs per Annum	
7	Details of Regional Offices across India with Address & details of contact person	
8	Details of Valid Contract Labor Registrations for carrying out manpower services across India (including J&K)	

9	Details of registration with EPF Details of registration of ESI Details of GST registration	
10	PAN number (copy of PAN card should be enclosed)	
11	Details of Professional Tax Registration Certificate issued	
12	The declaration of the bidder that, none of his contracts have been terminated / foreclosed/ Blacklisted 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	

**proof to be attached for all the 12 points*

Yours Faithfully,

(Signature of the Authorized Person)

Name :

Designation :

Phone Number :

Mobile Number :

Business address :

e- Mail :

Seal :

Date :

Place :

TECHNICAL BID FORM II – DECLARATION

Declaration Letter on official letter head starting the following:

1. We have carefully gone through the various terms and conditions listed in Sections 'I' and 'II' above for providing manpower services at HLL. We agree to all these conditions and offer to provide manpower 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 registered office atthat 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 :
Phone Number :
Mobile Number :
Business address :
e- Mail :
Seal :
Date :
Place :

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 (for all states in India including J&K)	
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 by way of DD for Rs.3,00,000/- {To be enclosed with Technical Bid}	
14.	Details of prior experience (minimum 5 years in Govt./ PSU/ autonomous bodies) in similar services. Details of the value of the contract agreement with one work order of completed value not less than Rs. 300 Lakhs per Annum	
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. 500 Lakhs per Annum.	
16.	Details of Regional Offices across India	
17.	Duly filled and signed Integrity Pact	
18.	Any other details	

Annexure-II

FINANCIAL BID FOR PROVIDING MANPOWER SERVICES

PARTICULARS	
Total number of Employees	Minimum 1300 (Across India- from Trivandrum to Srinagar)
Total Value of Work (Average) per Annum	Rs.25,00,00,000/- (Rupees Twenty Five Crores only) including GST
Total Service Charges (Please specify Taxes & other statutory deductions) (To be put by the Manpower agency – Percentage wise)	

General Points:

- 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 (subject to the production of submission of wage sheet, ESI & PF challans). Wages must include GST/ Other applicable statutory requirements and Festival Allowance to be given to the employees
- **Any rates quoted for Total Service Charge in any other manner than the financial bid (PERCENTAGE-WISE) will be summarily rejected.**

Annexure-3

UNDERTAKING

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.

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.

Demand draft No.....dated.....on the.....for sum of Rs. (Rupees) is enclosed with the technical bid as Security Deposit.

SIGNATURE OF THE TENDERER

NAME & ADDRESS (SEAL) OF THE TENDERER

Place.

Date:

Annexure-4

DECLARATION

I/We am/are fully aware of the statutory obligations to be complied with respect to this offer and on awarding the work to me/us; I/We will be responsible for all the statutory/legal aspects like labour etc. I/We have also fully understood the nature of work and costs involved. The rates quoted by me/us in this bid is all inclusive

SIGNATURE OF THE TENDERER

NAME & ADDRESS (SEAL) OF THE TENDERER

Place.

Date:

HLL LIFECARE LIMITED

Annexure- 5

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before date of bid opening)

To,

**The Senior Vice President (HR)
HLL Life care Limited
Thiruvananthapuram- 695005**

Sub: Authorization for attending bid opening on(date) in the Tender for providing Manpower to HLL.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of
(Bidder) in order of preference given below:

Order of Preference	Name	Specimen Signature
I		
II		

Alternate Representative

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

Note:

- *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.*
- *Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.*

Annexure-6

E-PAYMENT MANDATE FORM

To,

**The Senior Vice President (HR)
HLL Life care Limited
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.

SI. 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:	

Name &Signature of the Agency with Seal

Place:

Date: