

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED  
(भारत सरकार का उद्यम) (A GOVT.OF INDIA ENTERPRISE)  
पेरूरकडा पी.ओ. PEROORKADA. P.O.,  
तिरुवनन्तपुरम -६९५००५ THIRUVANANTHAPURAM-695 005  
PHONE NO: 0471-2435013 / 2435325  
EMAIL: [materialspt@lifecarehll.com](mailto:materialspt@lifecarehll.com) / [materialsnt@gmail.com](mailto:materialsnt@gmail.com)  
GST No.32AAACH5598K2Z9

TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

सामग्रियों के स्थानीय परिवहन के लिए ठेके के आधार पर वाहन प्रदान करने के लिए निविदा

**TENDER FOR PROVIDING VEHICLES ON CONTRACT BASIS FOR LOCAL TRANSPORTATION OF MATERIALS**

तकनीकी-व्यावसायिक बोली

**TECHNO-COMMERCIAL BID**

निविदा संख्या: एचएलएल/क्रय/ स्थानीय परिवहन /2019-2020  
**TENDER NO: HLL/PUR/08/R1/PQ/LOCAL TRANSPORTATION /2019-2020**

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**निविदा सूचना**  
**TENDER NOTICE**

**सामग्रियों के स्थानीय परिवहन के लिए ठेके के आधार पर वाहन प्रदान करने के लिए निविदा**

**TENDER FOR PROVIDING VEHICLES ON CONTRACT BASIS FOR LOCAL TRANSPORTATION OF MATERIALS**

निम्नलिखित स्थानों या तिरुवनंतपुरम जिले के भीतर एचएलएल की सुविधाओं के लिए माल & सामग्रियों के परिवहन/संग्रह की ओर नीचे दिये जैसे मई 2019 से शुरू हो कर तीन वर्षों की अवधि के लिए मासिक किराये के आधार पर निम्नलिखित वाहन प्रदान करने की ओर परिवहनकर्ताओं के लिए निर्धारित प्रारूप में दो बोली प्रणाली (तकनीकी और मूल्य) के तहत मुहरबंदित और उपरिलिखित निविदाएं आमंत्रित की जाती हैं।

1. पेरूरकडा फैक्टरी, त्रिवेंद्रम -5
2. सेकेंडरी पैकिंग यूनिट, मित्रा निकेतन
3. एचएलएल यूनिट, बालरामपुरम।
4. एचएलएल द्वारा विनिर्दिष्ट कोई अन्य स्थान।

Sealed and superscribed tenders under open two bid system (Technical and Price) in the prescribed format are invited for the Transporters for providing following vehicles on monthly rental basis for a period of three years starting from May 2019 as detailed below, for local transportation / collection of goods & materials from & to HLL facilities at the following locations or within Trivandrum District.

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1. Peroorkada Factory, Trivandrum-5
2. Secondary Packing Unit, Mitra Niketan
3. HLL Unit, Balaramapuram.
4. Any other locations as specified by HLL.

Vehicle requirement / Timing:

Sl. No.	Category of Vehicle	No. of vehicle	Timing	KM
1	Trucks of 8 MT to 9.0 MT capacity (GVW)	5 Nos	7.00am to 7 pm	2000KM / Month

निविदा दस्तावेज कंपनी के वेबसाइट [www.lifecarehll.com](http://www.lifecarehll.com) से भी डाउनलोड किया जा सकता है। हमारे वेबसाइट से निविदा दस्तावेज डाउनलोड करने वाले बोलीधारकों को, बोली के साथ निविदा दस्तावेज की लागत के प्रति एचएलएल लाइफकेयर लिमिटेड के नाम पर तिरुवनंतपुरम में देय रु.312 की डीडी संलग्न करना अपेक्षित है।

The tender documents can also be downloaded from our Website: [www.lifecarehll.com](http://www.lifecarehll.com). The bidders downloading the tender documents from our website are required to enclose Demand Draft for Rs.312/- drawn in favour of HLL Lifecare Ltd., payable at Thiruvananthapuram towards the cost of tender documents, along with the Bid.

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निविदा शुल्क और ईएमडी के भुगतान से छूट का लाभ उठाने के लिए इच्छुक एसएसआई/ एमएसई यूनिटों को तकनीकी बोली के साथ संबंधित डीआईसी या एनएसआईसी द्वारा जारी किए गए अपने उद्योग आधार पंजीकरण प्रमाणपत्र की एक वैध प्रति प्रस्तुत करनी चाहिए। जिन निविदाओं के साथ रु 312 /- की डीडी या उद्योग आधार की प्रति नहीं हैं, वे तुरंत अस्वीकृत की जायेंगी।

SSI/MSE units interested in availing exemption from payment of tender fee & EMD should submit a valid copy of their Udyog Aadhar registration certificate issued by the concerned DIC or NSIC along with technical bid. The Tenders not accompanied by the DD for Rs. 312/- or copy of Udyog Aadhar will be summarily rejected.

निविदा दस्तावेजों में मात्रा, नियम और शर्तें, उद्धरण दर आदि के लिए प्रारूप दिए गए हैं जो संलग्न हैं।

The quantity, terms & conditions, format for quoting rates etc are given in the tender documents which is attached.

निविदा प्राप्त होने की अंतिम तिथि और समय

Last date and time of receipt of tender : 19.03.2019; 15.00 Hrs

निविदा खोलने की तिथि और समय

Date and time of opening tender : 19.03.2019; 15.30 Hrs

वरिष्ठ प्रबंधक (क्रय)  
Senior Manager (Purchase)

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## CONTENTS OF BIDDING DOCUMENTS

### I. TECHNICAL BID FORMS

1.	Schedules	Description	Page Nos
2.	SCHEDULE – A	SPECIFICATION (QUANTITY/REQUIREMENT)	7
3.	SCHEDULE – B	MINIMUM ELIGIBILITY CRITERIA	8
4.	SCHEDULE - C	TERMS AND CONDITIONS	9-14
5.	SCHEDULE – E	QUESTIONNAIRE FOR MINIMUM ELIGIBILITY CRITERIA	15
6.	SCHEDULE – F	QUESTIONNAIRE GENERAL INFORMATION OF VENDOR	16-17
7.	SCHEDULE – G	VENDOR DEVELOPMENT FORM	18-19
8.	SCHEDULE – H	DECLARATION ACCEPTING TERMS AND CONDITIONS	20
9.	SCHEDULE – J	PRE-CONTRACT INTEGRITY PACT	21-31

**Bidders are requested to submit following filled and signed documents along with the Technical bid:**

**Schedule-E, Schedule-F, Schedule-G, Schedule H, Schedule-J and Schedule-I of Price Bid, ISO Certificate (if available) and document mentioned in SCHEDULE – B.**

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## II. PRICE BID FORMS

1	ANNEXURE - I	PRICE BID	32-33
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### INSTRUCTION TO BIDDERS

- 1 This Bid is intended to finalize the contract for providing following vehicles on monthly rental basis for a period of three years starting from May 2019 as detailed below for local transportation / collection of goods & materials from & to HLL facilities at the following locations or within Trivandrum District.
- 2 This is a TWO BID system comprising of :
  - 1) Technical Bid
  - 2) Price Bid
- 3 An EMD of Rs.10000/- (Rupees Ten thousand only) per vehicle by way of Demand Draft favoring HLL Lifecare Limited, payable at Thiruvananthapuram should accompany the tender.
- 4 SSI/MSE units interested in availing exemption from payment of tender fee & EMD should submit a valid copy of their Udyog Aadhar registration certificate issued by the concerned DIC or NSIC along with technical bid The Tenders not accompanied by the DD for Rs. 312/- or copy of Udyog Aadhar will be summarily rejected.
- 5 Technical Bid shall contain the following documents:
  - 1) The bidder shall be the owner of the vehicle. Proof of the same shall be Provided
  - 2) Valid fitness certificate of the vehicle, issued by RTO
  - 3) Copy of RC Book
  - 4) Records of having paid Road Tax and Insurance to carry out transportation of Goods and Materials as mentioned - Goods carriage permit.
  - 5) Pollution Certificate duly attested
  - 6) GST Registration Certificate

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## SCHEDULE - A

### TECHNICAL BID FORMS

#### Vehicle requirement / Timing:

Sl. No.	Category of Vehicle	No. of vehicles	Timing	KM
1	Trucks of 8 MT to 9.0 MT capacity (GVW)	5 Nos	7.00am to 7 pm	2000KM / Month

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## **SCHEDULE - B**

### **MINIMUM ELIGIBILITY CRITERIA**

- 1) The bidder shall be the owner of the vehicle. Proof of the same shall be Provided
- 2) Valid fitness certificate of the vehicle, issued by RTO
- 3) Copy of RC Books
- 4) Records of having paid Road Tax and insurance to carry out transportation of Goods and Materials as mentioned. Goods carriage permit.
- 5) Pollution Certificate duly attested
- 6) GST Registration(if applicable)
- 7) Registration within 15 years



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TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

SCHEDULE – C  
Page 1 of 6

**TERMS AND CONDITIONS**

1. The Contractor should be the owner of the vehicle – Trucks. In case of Firm/Company the vehicle can be owned by the Firm/Company. The vehicles should be roadworthy, in good condition, and should have valid registration, road permit, records of having paid road tax and insurance, to carry out Transportation of Goods and materials as mentioned. The vehicle should be provided with a covered body.
2. The vehicle offered should have valid fitness certificate issued by RTO and the bidder should submit copy of RC Book, Road Tax and Insurance paid Certificate, Fitness Certificate, Goods carriage permit and Pollution Certificate duly self attested along with Tender document. The odometer of the vehicle should be in working condition and in case any defect occurs, it shall be rectified within 3 days after making alternate arrangements to perform the work undertaken
3. The TRUCKS offered should be registered within **15 years** (maximum) prior to the date of Tender publication and should be provided with a covered body in the case of TRUCK.
4. The Contractor should ensure that the goods and materials transported is protected from dust, rain, pilferage, etc by proper covering till the materials are unloaded at the locations specified from time to time. In case of any loss or damage to the goods in transit, the cost of the material along with penalty equal to 3 times the cost will be recovered from the contractor, from the amount payable to him/her or from security deposit made by him/her to the Company.
5. In case of any accident or loss or damage that happens either to the vehicle or to the driver or any persons shall be taken care of by the contractor. The contractor alone will be liable for compensation if any to be paid and the company shall not have any liability in this regard.
6. The Contractor should have GST Registration (if applicable) and shall produce a copy of the Registration Certificate to the Company before commencement of the Work.

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**SCHEDULE – C**  
**Page 2 of 6**

7. The breakup of the rate should be furnished in the price bid. Income tax as applicable will be deducted.
8. In the event of vehicle being detained overnight at locations other than PFT in loaded condition, halting charge of Rs.100/- per day will be paid.
9. The Contractor shall submit bills for payment on monthly basis and the bills will be paid within 10 days of receipt of the bills.
10. Tender forms duly completed should be submitted along with EMD by way of DD favoring HLL Lifecare Limited, Peroorkada, Trivandrum as detailed below:

**EMD amount (Vehicle/Truck/Lorry): Rs.10,000/- per vehicle/Truck/Lorry**

(EMD & Tender fee DDs to be put in the envelop along with Technical Bid only)

11. Tender received without EMD shall be rejected.(Those bidders exempted from EMD shall submit copy of Udyog Aadhar/MSME Certificate)
12. **Forfeiture of EMD: The** EMD will be forfeited if the Bidder withdraws the bid after opening of the tender or fails to sign the Contract /Agreement or fails in providing the vehicle during the currency of the period of agreement.
13. The Drivers engaged by the contractor should be experienced and should have valid driving license and badge. They should have good character and conduct. In case the Company desires to change the driver, the contractor should provide substitute immediately.

Necessary Insurance coverage should be taken by the contractor for the drivers and cleaners engaged by him.

**SCHEDULE – C**

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TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

Page 3 of 6

14. There shall be no employer employee relation between the HLL and the driver and cleaner. The whole supervision and control of driver and cleaner shall be with the contractor. They shall be employees of the owner of the vehicle (Contractor).
15. The rate for the vehicles should be quoted on Monthly basis considering the distance indicated for each category of vehicle.
16. The vehicles are expected to run the minimum fixed kilometer per month. In case of under-utilization in a particular month, the shortfall in running kilometers will be carried forward to the following month and adjusted against excess utilization during the quarter.
17. In case of additional utilization, (KM's) run over and above the fixed minimum monthly kilometers, payment for the additional kilometers will be made at the end of each quarter after adjusting shortfall in utilization during the period.
18. In case of failure to place vehicle on any working day, pro-rata rent along with penalty @15% of per day rent will be recovered. Pro rata rent will be calculated by dividing the agreed monthly rate divided by the number of days of the month.
19. Normally the vehicles are not required on Sundays and Public holidays. If the vehicles are used on Sundays & public holidays an additional amount of Rs. 500/-per day over and above monthly rate will be paid.
20. The company retains the right to have a panel of transporters and allocate loads to the transporter in the panel as per requirement.
21. HLL reserves the right to examine and accept / reject any documents after the tender opening without assigning any reason.
22. The Contractor shall deposit **Rs. 20,000/-** towards Security Deposit for **each** Truck/vehicle/Lorry. The EMD of the successful bidder will be adjusted against Security Deposit and the bidders are required to remit the balance amount. The successful bidder/s are required to furnish the Security Deposit within 15 days of award of work and execute an

**SCHEDULE – C**

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TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

Page 4 of 6

an agreement with HLL on stamp paper of Rs.200/-(to be produced by the contractor) based on which only payment will be released. The draft of the agreement to be signed is available with the HR Dept of the Peroorkada Factory and the contractor can refer and understand it before submitting bid for the tender.

**23. Forfeiture of Security Deposit:** The security deposit shall be forfeited, in the event of failure on the part of contractor to place truck regularly as per requirement / make available the required number of trucks or failure to execute the work during the contract period. Further such contractor/s may also be blacklisted / barred from participating in HLL's future tenders for a period of two years.

24. The rate quoted should be firm for a period of three years from the date of work order and no revision/escalation will be considered except in the case of increase or decline in fuel price by more than Rupee one, in the manner as given below:

**a. Diesel / Petrol rate increase /decrease calculation:**

a) Rate of the diesel / petrol at TVM on the tender opening date will be considered as base rate for rate revision (R1).

b) Amount for rate revision (A) :

Rate change per litre (R1-R2) X  $\frac{\text{Total No of KM run}}{\text{Running KM per litre}}$

Revised rate =Quoted rate + (A) in case of hike in rate and  
Quoted rate - (A) in case of decrease in rate

The running KM per liter of diesel / petrol will be computed for vehicle as under:-

Truck - 7 KM

**SCHEDULE – C**

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TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

Page 5 of 6

Rate revision on account of change in fuel price will be allowed based on the above calculation from the date of fuel revision and the same will be considered once in every quarter. **The request for the revision should be submitted before 30<sup>th</sup> of the 1<sup>st</sup> month of the next quarter. Request submitted after this date will be rejected.**

25. Tenders duly completed in all respects should be submitted to SM (Purchase), HLL Lifecare Ltd., Peroorkada, Trivandrum latest by 3.0 pm on 19/03/2019. The Tender (Technical Bid) will be opened at 3.30 p.m. on the same day.
26. Tender by fax/e-mail will not be accepted.
27. The Company shall not be liable for the delay in submission of tenders after the due date specified above due to any reason including Postal delays etc.
28. The Unit Chief of Peroorkada Factory, Thiruvananthapuram, reserves the right to cancel or reject the Tender fully or partially, without assigning any reason and his decisions will be final and binding on all Tenderers.
29. HLL will have the right to cancel the contract at any point of time, after giving 3 months' notice.
30. HLL reserves the right to get clarifications/documents from bidders as and when required
31. **SSI/MSE units interested in availing exemption from payment of Tender fee/EMD should submit a valid copy of their Udyog Adahar registration certificate**
32. Both bids shall be submitted in sealed covers **separately**. Tender No shall be superscribed on the respective covers. The two separately marked bids (Technical Bid & Price bid), should be submitted in a single sealed cover superscribing "TENDER FOR PROVIDING VEHICLES ON CONTRACT BASIS FOR LOCAL TRANSPORTATION OF MATERIALS" complete in all respects.

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED  
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GST No.32AAACH5598K2Z9

TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

**SCHEDULE – C**  
**Page 6 of 6**

33. HLL LIFECARE LIMITED shall not be responsible for postal delay, if any, in the delivery of the bidding documents or non-receipt of the same.
34. The last date of receipt of Bid and Date of opening of Technical bid is as per tender notice.
35. In the event of the date mentioned above being declared subsequently as holiday for the Purchaser's Office, the due date for submission and opening of bids will be following working day at the same time.
36. The Tenderer who does not meet the Minimum Eligibility Criteria - Technical bid shall be considered as DISQUALIFIED in the tender. Their Price Bid shall be returned unopened.
37. 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.
38. The tenders shall be complete in all respects. Incomplete tenders are likely to be rejected.
39. Bids received after the deadline for submission shall not be considered.
40. The Bidder is expected to examine all instructions, forms, terms and conditions given in the Bidding documents. Failure to furnish all information required in the Bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect will be at the bidders risk and may result in rejection of the bid.

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED  
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TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

**SCHEDULE - E**

**QUESTIONNAIRE TO BE FILLED FOR MINIMUM ELIGIBILITY CRITERIA  
LOCAL TRANSPORTATION**

1(a)	Do you have required number of own Vehicles?	Yes/No
(b)	If yes, have you attached the details of the Vehicles as required in Schedule B?	Yes/No
2	Do you agree to provide Security Deposit for an amount of Rs.20000/- for each vehicle within 15 days of award of contract?	Yes/No
4	Have you attached the Declaration (as in SCHEDULE -H) along with this Bid?	Yes/No
5	Have you enclosed DD for Rs.10,000/- per vehicle towards EMD along with Technical Bid? If No,Copy of MSME certificate/Udyog Adhar shall be submitted)	Yes/No
7	Do you hold PAN Card and have enclosed the copy?	Yes/No
8	Do you hold GST and have enclosed the copy?	Yes/No

All the information's provided herein are true and correct.

Place  
Date

NAME & SIGNATURE OF THE BIDDER

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TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

**SCHEDULE – F**  
Page 1 of 2

**GENERAL INFORMATION OF THE VENDOR**

1. Name and address of the Tenderer :
2. (a) Type of Firm : Partnership/ Proprietary / Pvt. Ltd / Public Ltd.  
(b) PAN Card no. of the Tenderer : .....  
(c) GST Number of the Tenderer : .....
3. a) No. of vehicles under your ownership.  
(Attach a statement of details : ..... Nos.  
of Truck No. /Ownership. Copy of RC to be enclosed)  
b) No. of vehicles attached with you.  
(Attach a statement of details : ..... Nos.  
of Truck No. /Ownership. Copy of RC to be enclosed)
4. Have you undertaken similar works for Public Sector Undertakings/  
Leading Private Companies during the last 3 years : Yes/No

(If Yes, furnish details :-

Name & Address of the Customer	Value of Business done during the previous years

Copies of the Contracts/Work Orders to be enclosed.



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TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

**SCHEDULE – F**  
Page 2 of 2

5. Name & Address of your Banker, A/C no.& IFC Code :
6. The credit Limit provided to you by your Bank :  
(Copy of Certificate from the Bank duly attested  
to be enclosed).
7. Have you had Litigation/Arbitration in any commercial  
contract during last three years? : YES / NO  
if YES give details

**N.B.:-** The statements specified in Sl. No. 3, 4, 5 above must be signed & sealed  
stating that the details furnished are true/correct.

Place:  
Date:

**Name and Signature of the Tenderer**  
**(with Office Seal)**

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TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

SCHEDULE – G  
Page 1 of 2

**QUESTIONNAIRE FOR VENDOR DEVELOPMENT**  
(TO BE FILLED BY NEW VENDORS)

**NAME OF PRODUCT/SERVICE:**

1. Name & Address of the Manufacturer /Service Provider:

(a) Telephone No. :

(b) Fax No. :

(c) E-mail Address :

(d) Name of contact person :

(e) (i) Whether proprietary/partnership/  
Limited company. :

(ii) Furnish Name/'s, address,  
phone nos. of Proprietor/ :  
Managing partner/ M.D / Director's :  
(Attach separate sheet)

(a) Specify whether SSI / MSE unit :

(b) If Yes,specify if your unit is owned by :  
SC/ST entrepreneur

2) Details of tax registration :- :  
a) GST No.

3) Name & Address of your Banker(s) :  
Account no. :  
Swift Code

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TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020

DATED: 27.2.2019

**SCHEDULE – G**

**Page 2 of 2**

- 4) Annual Turn over :
- 5) Have you been assessed previously by HLL  
Yes/No :
- 6) List of customers
- a) Government Dept. / PSU's :
- b) Private Sector :

Place : **NAME AND SIGNATURE OF THE VENDOR**  
Date : (Office Seal)

This is to be filled up by HLL LIFECARE LIMITED, THIRUVANANTHAPURAM

Recommendation/Remarks of the committee

Committee Members:

1.Head of HR

2.Head of User Department

3.Head of Purchase Department

एचएलएल लाइफ़केयर लिमिटेड HLL LIFECARE LIMITED  
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GST No.32AAACH5598K2Z9

TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

## SCHEDULE – H

### DECLARATION

**I/We** confirm having read and understood all the Local transportation requirements, terms and conditions of the above tender (both expressed and implied) in full and the offer being submitted is as per the requirements given in this Bid and that I/We agree to abide by all without any deviation.

SIGNATURE:  
NAME & ADDRESS OF TRANSPORTER

(Seal of the Transporter)

Place:  
Date:

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED  
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TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

**SCHEDULE-J**  
Page 1 of 11

**PRE-CONTRACT INTEGRITY PACT**

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month of MARCH 2019,

**Between**

HLL Life Care 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 at .....represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller"/Contractor 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 Contractor/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.

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GST No.32AAACH5598K2Z9

TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

**SCHEDULE-J**  
**Page 2 of 11**

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.

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED  
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TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

SCHEDULE-J  
Page 3 of 11

## **Clause 2. Commitments of BIDDERS/ CONTRACTORS**

2. 1 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:-

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.

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED  
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GST No.32AAACH5598K2Z9

TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

**SCHEDULE-J**  
**Page 4 of 11**

- 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 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.
- 2.10 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.



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TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

**SCHEDULE-J**  
**Page 5 of 11**

2.12 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.

2.13 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.

2.14 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.

2.15 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(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.

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

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

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TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

**SCHEDULE-J**  
**Page 6 of 11**

2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(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, t HLL is entitled to disqualify the BIDDER from the tender process.

**Clause .4. Equal treatment of all Bidders / Contractors / Subcontractors**

- 4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors 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 Contractors.
- 4.3 HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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GST No.32AAACH5598K2Z9

TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

**SCHEDULE-J**  
Page 7 of 11

**Clause .5. Consequences of Violation / Breach**

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% of the contract 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 contractor 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.

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TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

**SCHEDULE-J**  
**Page 8 of 11**

- 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

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TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

**SCHEDULE-J**  
**Page 9 of 11**

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 subcontractors engaged by the BIDDER. The Monitor(s) shall be under contractual obligation to treat the

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TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

**SCHEDULE-J**  
**Page 10 of 11**

- information and documents of the BIDDER/ Sub-contractor(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)/ Contractor(s)/ Subcontractor(s)**

If HLL obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor 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 Jurisdiction.

**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.

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TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

**SCHEDULE-J**  
**Page 11 of 11**

**Clause.12. Validity and Duration of the Agreement**

This Pact begins when both parties have legally signed it. It expires for the Contractor/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 Contractor 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

INWITNESS 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**

Name:  
Designation:  
HLL Lifecare Limited,  
Thiruvananthapuram.

Chief Executive

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.

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TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

SCHEDULE – I  
Page 1 of 2

**PRICE BID FOR PROVIDING VEHICLES ON CONTRACT BASIS FOR  
TRANSPORTATION OF MATERIALS**

1. Name & Address of the Tenderer:

Email:

Ph: Res:

Mob.:

PAN No:

GST registration No.

2. Details of EMD paid :

3. Details of Vehicle owned by the tenderer.

Sl. No	Type of vehicle	Name of Owner	Capacity in MT	Reg. No.	Yr. of Regn.	Insurance valid up to	Fitness Certificate valid up to
1							
2							
3							
4							
5							

Place:

Date:

Signature



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TENDER NO.HLL/PUR/08/R1/PQ LOCAL TRANSPORTATION /2019-2020 DATED: 27.2.2019

SCHEDULE – I  
Page 2 of 2

**RATE SCHEDULE - SUPPLY OF TRUCK OF 8 – 9 MT CAPACITY**

TENDER NO. : HLL/PUR/ LOCAL TRANSPORTATION /2019-2020  
DATED: 25/02/2019

**I) Truck of 8 to 9 MT Capacity (GVW) on monthly rate basis (7.00 am to 7 pm)**

**Distance to be covered: 2000 km / month.**

**No. of Trucks offered:**

Sl No	Description	MONTHLY RATE( in Rs)				
		Vehicle No.1	Vehicle No.2	Vehicle No.3	Vehicle No.4	Vehicle No.5
1	Monthly rental charge for 2000km/month					
2	GST					
3	Total monthly rental charge					
4	Rate per km for extra distance (km) covered in excess of 2000 km					

The rate quoted should be firm for a period of three years from the date of Work Order. No escalation in rate will be considered during the contract period except in case of increase or decrease in fuel price. Rate revision on account of change in fuel price will be allowed based on the calculation provided in the tender.

Signature of Tenderer:

Date: