

एचएलएल लाइफकेयर लिमिटेड / HLL Lifecare Limited
कणगला KANAGALA – 591225 / बेलगावि जिला / Belgaum Dist.

HL/BG/HR/Tech Manpower/2021-22

Date: 08.02.2022

निविदा सूचना / TENDER NOTIFICATION

E-tender under open two bid system (Technical and Price) are invited from competent, experienced and registered labour Contractors on contract basis in line with the terms and conditions furnished herewith for a period of 12 Months from the date of work order. Details of the Tender are as follows:

S.No.	Particulars	Description
1	Name of the work	Providing Technical / Experienced Manpower to HLL, Kanagala – 591 225, Tq.Hukkeri, Dist.Belagavi, Karnataka State
2	Approx. qty. workers required per day	19-Nos.
3	Approx Tender value for 1-year (Rs.)	67.00 Lakhs
4	Period of contract	01.04.2022 to 31.03.2023
5	EMD (EMD is exempted for MSME as per guidelines issued by Government time to time)	Rs.50,250/- and shall be paid separately through RTGS/NEFT / BANK GURANTEE transfer to - State Bank of India A/c Number: 11130285123 IFSC Code: SBIN0000888 Branch name: Ashok Nagar, Nipani
6	Security Deposit	3% of the work order value.
7	Eligibility criteria for Bidders	As per Tender document
8	Start date for submission of Tenders	08.02.2022 / 13:00 Hrs.
9	Last date and time for online submission of bids	01.03.2022 / 13:00 Hrs.
10	Date of Pre Bid meeting	14.02.2022 / 11:00 Hrs.
11	Date of Price Bid opening meeting	Immediate after scrutiny of the Technical Bid

Minimum Eligibility criteria for qualifying

1. The contractor should have minimum 2 years of experience for supply of manpower to reputed industries. Experience in PSU will be added qualification.
2. The contractor should have executed the contract not less than Rs.25.00 lakhs during the year 2020-2021
3. The contractor should have a valid license issued by the Contract Labour Authorities (Regulation and Abolition), Act 1970.
4. The contractor should have separate PF and ESI establishment code in their name.

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

NATURE OF WORK

Contractor shall deploy per day approx. 19 no. of experienced / fresh manpower having qualification of SSLC / ITI / Diploma as per the requirement communicated by the employer from time to time.

However Management reserves the right to provide manpower having different qualifications etc. other than mentioned above. Number of manpower also may be reduced / increased on need basis.

Procedure for deciding L1 party.

Tenderer has to quote only 'Service Charges' per manday which shall include Administration overheads, Uniform Expenses, Safety Shoes and Payment of Supervisory Staff, Profit margin, Statutory payments (except PF & ESI) and all other charges etc.

Specific Terms and conditions

1. Workers, who are medically and physically fit and having minimum qualification as defined above. The age group should be between 18 to 60 years are required to be deputed for the work. However management reserves the right to relax the minimum qualification for experienced candidate on need basis.

Workers deployed need to attend the work in First, Second and General Shift as per the requirement of the company.

2. Every contract workmen shall be allowed to take a weekly-off per week after 6 days of continuous work
3. The contractor shall give list of workmen along with qualification certificate in original and residence proof (Aadhar Card) to Officer in charge for verification and approve before commencement of work. Only the workers in the approved list shall be permitted for work.
4. In order to keep better performance and the production output, the workmen deployed by the contractor shall not be changed frequently
5. The contractor has to submit medical fitness certificate of all employees to be deployed before commencement of work and medical test / checkup reports after every six months from the deployment expenses incurred, if any for the same shall be borne by the Contractor.

GENERAL INSTRUCTIONS TO BIDDERS

1. This tender is an e-Tender and is being published online in Government GeM Portal <https://gem.gov.in>
2. All Corrigendum/extension regarding this e-tender shall be uploaded on the website i.e. <https://gem.gov.in>
3. The tendering process is done online only by using GeM Portal (URL address <https://gem.gov.in>). Aspiring bidders may download the tender document through GeM i.e. <https://gem.gov.in>.
4. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government GeM website. Tenders/bids submitted through online on the Government Gem website i.e. <https://gem.gov.in> shall only be accepted and no manual submission of the same shall be entertained. Tenders submitted after the due date shall not be accepted in any circumstances.
5. Bidders are advised to visit <https://gem.gov.in> portal regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
6. The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using valid Digital Signature Certificates.
7. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.

8. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids: Senior Manager (HR), HLL Lifecare Limited, Kanagala – 591 225, Tahasil Hukkeri, District Belagavi, State Karnataka, India Ph: 08333-279244, 279209 E-mail: veerendra@lifecarehll.com
9. The bids shall be opened online at HLL Lifecare Limited, Kanagala – 591 225 in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.
10. More details can be had from the above Office during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the above tender process.
11. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
12. Joint ventures or Consortiums of two or more registered bidders are not permitted
13. **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process only will be taken up for opening the financial bid.
14. **Opening of Financial Bids:** Bids of the qualified technical bidders shall only be considered for opening and evaluation of the financial bid.
15. **EMD :** As per the tender conditions EMD shall be paid separately, thru RTGS/NEFT /BANK GURANTEE transfer in the following HLL A/c details:

Name of Bank: State Bank of India
A/c number: 11130285123
IFSC Code: SBIN0000888
Branch name: Ashok Nagar , Nipani

Document of the above transactions completed successfully by the bidder, shall be uploaded at the locations separately while submitting the bids online.

- Note:** Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment is effective on the date and time of bid opening.
16. HLL Lifecare Limited does not bind them to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
 17. The HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates
 18. In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare Limited including but not limited to forfeiture of EMD, Security Deposit, black listing etc., as deemed fit by HLL Lifecare Limited.
 19. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected outrightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
 20. The technical bids should be uploaded as per the requirements of GeM and should not contain price information otherwise the bid will be rejected.
 21. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.

A Pre-Bid meeting will be held at our Office on the date mentioned above. Interested parties may attend the meeting and clarify their doubts. HLL shall explain the details of contract. The Minutes of Pre-Bid meeting shall be treated as part of Tender document and it will be binding on all the bidders, who submit the Tender.

If the Tenderer / s back out from the commitment their EMD / Security Deposit will be forfeited followed by Blacklisting. The tenderers should be ready to attend negotiation meeting at their own cost at Kanagala OR at the place as fixed by the Company.

Tender details are also available on our web site www.lifecarehll.com

Instruction to Bidders and General Terms and Conditions

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

12. The total HLL Campus is 'NO SMOKING ZONE'. Smoking, chewing tobacco / pan masala, consuming liquor etc. is strictly prohibited inside the premises. Violation of the same shall attract a penalty up to Rs.5000/- for each instance. Such penalty shall be recovered from the contractor's Bills.
13. The contractor shall take applicable insurance or cover all the workmen under the provisions of ESI as the case may be.
14. On award of contract, Security Deposit (SD) of 3% of work order value in cash OR Bank guarantee of equivalent amount is to be submitted. OR SD will be recovered @3% from each bill. The SD amount will be returned without any interest by cheque only after satisfactory completion of the Contract. Bank Guarantee of Nationalized Bank only is acceptable.
15. In case of any damages caused to HLL property by contractor/his/her men while executing the job, the cost of the same shall be recovered from the contractor.
16. The rates quoted should be valid till the completion of contract and will not be enhanced during the period of the contract on any account. Sub contract is not allowed.
17. The Contractor has to ensure that all precautions are taken for safety of his employees and equipment.
18. Work is to be carried out strictly as per the schedule and any change in the mode of work if desired by us is to be implemented and the contractor shall supervise the work.
19. Contractor or his/her authorized representative shall solely entitled to instruct their workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
20. Workers engaged by contractors for aforesaid work shall be Contractors employee only and not of HLL Life Care Limited, Kanagala.
21. Transport / conveyance of workers engaged by the contractor is to be arranged by the contractor at his cost only wherever and whenever required or insisted.
22. Wage Slip indicating the PF deductions & employee individual PF number should be issued. Contractor shall disburse the wages to his employees deployed by him for the concerned contract work on or before 7th day of subsequent month following, irrespective of whether HLL Life care Limited has settled any of contractor's bills or not before that date.
23. Contractor shall disburse the payment to his deployed employees through e-payment mode i.e. through bank only. Non-compliance to this condition shall attract a penalty of Rs.5000.00 per month

24. Contractor to ensure that the employees deployed in the premises of HLL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification and experience etc. acceptable to concerned department.
25. The contractor shall arrange for the **Medical check up** of his/her employees and produce the fitness certificate from the authorized hospital/Doctor before reporting for the work.
26. It is the contractors' responsibility for the safety aspects of his/her employees deployed for the work. He/she should provide necessary safety equipments like Shoes, Gloves, and Mask etc. at his/her own cost to his/her employees deployed for the said work wherever necessary. The safety and quality policy of the Company shall be complied by the contractor
27. The Company HLL Lifecare Ltd. reserves the right to cancel the contract at any time during the contract period without paying any compensation and the decision of the HLL Lifecare Ltd. with regard to termination of contractual provision will be final. In the event of contractor abandoning the work OR HLL revoking the contract HLL reserves the right to get incomplete work completed at contractor's RISK and COST. HLL shall have a right to terminate the contract at any time without assigning any reason thereof.
28. Contractor shall indemnify HLL against all claims by statutory authorities and losses under various labour laws, statutes OR any civil or criminal law in connection with the employees employed by him/her.
29. The contractor shall liable to pay statutory Bonus under payment of Bonus Act 1965 and submit proof of disbursement along with received copy of Form -D.
30. The contractor shall responsible for the discipline of his/her own laborers deployed under the service contract. In case of any loss to HLL on account of indiscipline of contract labour then such loss shall be assessed and recovered from the contractor's bills or from the security Deposit.

31. LEGAL COMPLIANCE

The Contractor shall comply with all the provisions regarding licensing, welfare & health procedures, maintenance of various records & registers etc. as provided under the Contract Labour (Regulation & Abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Govt. from time to time. For non-compliance of any provisions, statutory compliances under law, the contractor shall be responsible for penalties levied by the appropriate authorities under the Act. The contractor shall also be liable to comply with all other labour & Industrial Laws and such other Act, payment of Bonus Act, Minimum Wages Act etc. Depositing ESI, PF Contributions as may be applicable is the responsibility of the contractor for any default in compliance the contractor shall be held responsible.

32. The contractor shall make good all damage/loss which may be caused by any act or default of the contractor, his/her agents or servants or workers to any property of the Institute HLL reserves the option to make good the damage or loss by charging the contractor with the expenses.
33. Dispute if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole arbitrator to be appointed by HLL at Hukkeri Court as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under. Any Arbitrator appointed shall not have the jurisdictions to pass any interim awards, or to grant interest higher than 8% charged simply on the award amounts or amounts payable to either party. No dispute arising of the execution, implementation or termination of the present contract, as also any other dispute with respect to the present contract be entertained by any court and shall be subject matter of Arbitration under the Indian Arbitration and Conciliation Act, 1996 and rules framed there under.
34. All legal disputes shall be subject to jurisdiction of Hukkeri court (Belagavi Dist. Karnataka) only.
35. The contractor shall submit duly signed undertaking enclosed with the tender document.
36. Unless otherwise stipulated in the Tender Notification, conditional offers, alternative offers, multiple bids by a bidder shall not be considered.
37. Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
38. Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded PDF documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.
39. Bids shall be received only Online on or before the deadline for the bid submission as notified in Tender Notification.

40. The bidder shall not be able to submit his bid after the expiry of the deadline for the bid submission (as per server time).

41. Bids are liable to be rejected as nonresponsive if a Bidder:

- fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations
- Furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

UNDERTAKING

I,Shri/Smt.

_____ R/o

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

Dated

Signature of the Contractor

Witness No. 1

(Name and full address)

Witness No. 2

(Name and full address)

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

**TECHNICAL BID FORM for Providing Technical / Experienced Manpower to
HLL, Kanagala, Tq.Hukkeri, Dist.Belagavi, Karnataka State**

(If required separate sheet can be enclosed)

SI No.	Subject	Details
1	Name of Tenderer	
2	Address of Tenderer / Contact Number / Mobile number / E-mail id	
3	Labour License No under CLRA Act.1970	Yes / No (Copy to be uploaded)
4	Experience / work completion certificate	Yes / No (Copy to be uploaded)
5	GST Number	Yes / No (Copy to be uploaded)
6	PAN No. / PF and ESI registration code	Yes / No (Copy to be uploaded)
7	Maximum Number of Manpower that can be arranged at a time within short notice	
8	Turn over details for last 03 Years	Yes / No (Copy to be uploaded)
9	Banker Details	Yes / No (Copy to be uploaded)
10	Are you ready to follow the terms and conditions of tender notification?	Yes / No

घोषणापत्र DECLARATION

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

स्थान Place:

दिनांक Date:

निविदाकर्ता के हस्ताक्षर एवं मुहर
Signature of Tenderer along with seal

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LTD.

भारत सरकार का उद्यम A GOVT. OF INDIA ENTERPRISE
कणगला KANAGALA – 591225, बेलगावि जिला BELAGAVI DIST.

कीमत बोली फॉर्म PRICE BID FORM

For

Providing Technical / Experienced Manpower to HLL, Kanagala,
Tq.Hukkeri, Dist.Belagavi, Karnataka State

“Contractor should Quote Service Charges only”

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

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

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

स्थान Place:

दिनांक Date:

निविदाकर्ता के हस्ताक्षर एवं मुहर
Signature of Tenderer along with seal