निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

पेरूरकडा फैक्टरी के सेकेंडरी पैकिंग और संबद्ध कार्य के विभिन्न अनुभागों में आउटसोर्सिंग के लिए <u>निविदा</u>

TENDER FOR OUT SOURCING OF SECONDARY PACKING & ALLIED WORKS AT PEROORKADA FACTORY

> तकनीकी-वाणिज्य बोली TECHNO-COMMERCIAL BID

निविदा सं. क्रय /08/आर1/पीक्यू/ सेकंडरी पैकिंग /2024-26 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-26

Page **1** of **63**

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

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

<u>निविदा सूचना</u>

TENDER NOTICE

तिरुवनंतपुरम में पेरूरकडा फैक्टरी के सेकेंडरी पैकिंग और संबद्ध कार्य के विभिन्न अनुभागों में आउटसोर्सिंग के लिए खुली दो बोली प्रणाली (तकनीकी और मूल्य) के तहत मई 2024 से अप्रैल 2026 तक दो वर्ष के लिए निविदाएं आमंत्रित की जाती है।

Tender under open two bid system (Technical and Price) are invited for the Outsourcing the

Secondary Packing and Allied Works in the various Sections of HLL Lifecare Limited, Peroorkada Factory, Thiruvananthapuram for two year from May 2024 to April 2026.

सीपीपीपी पोर्टल लिंक https://etenders.gov.in/eprocure/app के माध्यम से मिल सकता है। CPPP portal can be accessed through the link. https://etenders.gov.in/eprocure/app

निविदा शुल्क के रूप में रु.560/- की डीडी (जी एसटी सहित) एचएलएल लाइफकेयर लिमिटेड के नाम पर तिरुवनंतपुरम में देय करके बोलीधारक निविदा में भाग ले सकते हैं।

Bidders can participate in the tender by paying Rs. 560/- by DD (Inclusive of GST) as TenderFee and EMD amount of Rs.2,00,000/- in favour of HLL LIFECARE LIMITED payable at Thiruvananthapuram .

दस्तावेज़ में विनिर्देश, अनुमानित मात्रा और अन्य निबंधन एवं शर्तें आदि दी गई हैं।

The specification, approximate quantities and other terms and conditions etc. are given in the document.

निविदा शुल्क जमा करने की अंतिम तारीख और समय: Last date and time for submission of bid : 24.04.2024; 15:00 Hrs तकनीकी बोली खोलने का दिनांक और समय: Date and time of opening technical bid : 25.04.2024; 15.30 Hrs

Page **2** of **63**

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

GENERAL INSTRUCTIONS TO BIDDERS

- 1. This tender is an e-Tender and is being published online in Government eProcurement portal, <u>https://etenders.gov.in/eprocure/app</u>
- Bid documents including the Bill of Quantities (BOQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. <u>https://etenders.gov.in/eprocure/app.</u>
- 3. The tendering process is done online only at Government eProcurement portal (URL address: https://etenders.gov.in/eprocure/app). Aspiring bidders may download and go through the tender document.
- 4. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
- 5. The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.
- 6. Bidders are advised to go through "Bidder Manu on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
- 7. Bidders are advised to visit CPP website <u>https://etenders.gov.in_</u>regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
- 8. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

submitting their bids online on the Government eProcurement Portal.

9.1 Registration

A) Bidders are required to register in the Government e-procurement portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home page after log in to the CPP Portal (URL: https://etenders.gov.in/eprocure/app), by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.

- b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their applicationThe bidders are required to have Class II or above digital certificate with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. https://etenders.gov.in/eprocure/app for more details.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She have to submit the relevant information as asked for about the firm. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.
- 9.2 Searching for Tender Documents

EMAIL: materialspft@lifecarehll.com

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026

TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These te
 Tenders' folder. This would enable the CPP-mailin Por case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.
- 9.3 Preparation of Bids
 - a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
 - b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
 - c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
 - d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to

the bidders. Biddersor can"Othuser "MyImportantSpace" Docu them to upload such documents. These documen Space" area while submitting a bid, and need to a reduction in the time required for bid submission process.

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.
- 9. More information useful for submitting online bids on the CPP Portal may be obtained at https://etenders.gov.in/eprocure/app
- 10. Tenderers are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
- 11. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -

For any technical related queries please call at 24 x 7 Help Desk Number: 0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787

e-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - <u>support-eproc@nic.in</u>, Policy Related - <u>cppp-doe@nic.in</u>

- 12. 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.
- 13. 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:

GENERAL MANAGER (Commercial & BO).

HLL Lifecare Limited, Peroorkada Factory Thiruvananthapuram –695005, Kerala, India Phn: 0471- 2437270, 2539329, 2435013, 2431037, 2432880 E-mail: materialspft@lifecarehll.com

14. The bids shall be opened online at the **Office of the General Manager** (<u>Commercial & BO</u>) in the presence of the Bidders/their authorized representatives who wish to attend at the above address.

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

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.

- 15. More details can be had from the Office of the General Manager (Purchase) 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 e-procurement process.
- 16. 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.
- 17. Joint ventures or Consortiums of two or more registered bidders are not permitted.
- 18. Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on Government eprocurement portal (URL: <u>https://etenders.gov.in/eprocure/app).</u> However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Pre-bid meeting: Not Applicable for this tender
- ii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <u>https://etenders.gov.in/eprocure/app)</u> and HLL website (URL address: <u>http://www.lifecarehll.com/tender</u>) and shall not be available elsewhere.
- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. 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 will be taken up for opening the financial bid.

तिरुवनंतपुरम THIRUVANANTHAPURAM-695 005 PHONE NO:0471 2435325; FAX NO:0471 2435013; EMAIL: <u>materialspft@lifecarehll.com</u>

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026

TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

vi. Opening of Financial Bids: Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and ti

19. Tender Document Fees and Bid Security (EMD):

Tender fee (Non-refundable) and EMD as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank:	State Bank of India
A/c number:	0030307535628
IFSC Code:	SBIN0004350
Branch name:	Commercial Branch,
	Thycaud, Trivandrum

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.
- 20. HLL Lifecare Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
- 21. 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.
- 22. 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.
- 23. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HLL Lifecare Limited. in this regard shall be final and binding.
- 24. The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.

Page **8** of **63**

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

25. 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 a in this regard.

26. Submission Process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on Government e-procurement portal (URL: <u>https://etenders.gov.in/eprocure/app)</u> along with tender document fees and EMD.

Note:- It is necessary to click on "Freeze bid" li submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

पेरूरकडा. पी.ओ. PEROORKADA. P.O,

तिरुवनंतपुरम THIRUVANANTHAPURAM-695 005 PHONE NO:0471 2435325; FAX NO:0471 2435013; EMAIL: <u>materialspft@lifecarehll.com</u>

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

		<u>CONTENTS</u>	
	CHNICAL BID FORMS	5	
Sl.No	Schedules	Description	Page Nos
		DADWI	
		PART I	
1.	INSTRUCTIONS TO) THE BIDDERS	11-23
	SCHEDSULE –A	Work requirements with respect to Secondary Packing	
	SCHEDULE -A1	Norms for Secondary Packing Operations	
2.	SCHEDULE -A2	Activities involved in Sec. Pkg. & Allied Works	25-39
	SCHEDULE – A3	GMP Requirements	
3.	SCHEDULE - B	MINIMUM ELGIBILITY CRITERIA	40
		PART II	
		MINIMUM ELGIBILITY CRITERIA	
4	COUEDULE C		40.45
4.	SCHEDULE –C	TERMS AND CONDITIONS	42-45
		PART III- FORMS AND DECLARATION	
5.	SCHEDULE –E	QUESTIONNAIRE FOR MINIMUM ELIGIBILITY CRITERIA	47
6.	SCHEDULE –F	GENERAL INFORMATION OF THE VENDOR	48-49
7.	SCHEDULE –G	QUESTIONNAIRE FOR VENDOR DEVELOPMENT	50
8.		DECLARATION ACCEPTING TERMS AND CONDITIONS OF THE TENDER	51
9.	SCHEDULE –H	BID SECURITY DECLARATION	52
10.		DECLARATION LEGAL COMPLAINCE	53
11.	SCHEDULE-I	REQUISITION FOR E-PAYMENT	54
12.	SCHEDULE-J	INTEGRITY PACT	55-62
13	SCHEDULE-L	MAKE IN INDIA DECLARATION	63

तिरुवनंतपुरम THIRUVANANTHAPURAM-695 005 PHONE NO:0471 2435325; FAX NO:0471 2435013; EMAIL: <u>materialspft@lifecarehll.com</u>

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

INSTRUCTIONS TO THE BIDDERS (ITB)

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

This Bid is intended to finalize the contract for secondary packing operations of condoms of different schemes of packing and its allied works, in the premises provided by the Company, under the supervision and control of the contractor as mentioned in this Bid **for two year from May 2024 to April 2026**, as per specification in Schedule A, A-1, A-2. And A3

1. DEFINITIONS

In this Contract, the following words and expressions shall have the meanings as stated below:

- a. **'Invitation for Bid**'shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. 'Bidder/Tenderer'shall mean the person, firm or Corporation submitting a bid against this invitation for bid and shall also include his agents and representatives.
- c. 'Purchaser/Owner'shallmeanHLL Lifecare Limited (HLL) (Thiruvananthapuram) or its units thereof.
- d. 'Supplierthetheccessful bidder whosetender has beenaccepted by thepurchaser/owner and towhom the order is placed by thepurchaser/ownerand shall includehis heirs, legal representatives, successors etc.and shall includeand shall include
- e. **'Acceptance Letter'**, shall mean writtenpurchaser/ownerconsentto thebybiddera l intimating him that his tender has been accepted.
- f. 'Contract , Period'shall meanspecified thein the period tender documents during which the contract shall be executed.

2. SCOPE OF THE BID

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from the eligible, competent and experienced manufacturers/authorized agents who are capable of supplying the material/services as per our tender conditions and specification in Schedule A,A1,A2 and A3.

3. ELIGIBLE BIDDERS

3.1 A Bidder should have eligibility criteria as per 9.2-b of this section to submit bids against this tender.

पेरूरकडा. पी.ओ. PEROORKADA.P.O,

तिरुवनंतपुरम THIRUVANANTHAPURAM-695 005 PHONE NO:0471 2435325; FAX NO:0471 2435013; EMAIL: <u>materialspft@lifecarehll.com</u>

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026

TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

- 3.2 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.
- 3.3 Joint ventures or Consortiums of two or more registered contactors are not permitted.

4. COST OF BIDDING

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of it Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 4.2 Tender documents may be downloaded free of cost from the Government e-procurement portal (URL: <u>https://etenders.gov.in/eprocure/app</u>). However, tender document fees, as mentioned in the NIT, is required to be submitted along with the online bid.

6. Getting information from web portal

- 6.1. All prospective bidders are expected to see all information regarding submission of bid for the tender published in the e tender website during the period from the date of publication of NIT and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.
- 6.2. All bids shall be submitted online on the Government e-procurement portal only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through Government e-procurement portal under any circumstances.
- 6.3. The Government e-procurement portal shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.

7. Bidding Documents

7.1. The Bidder is required to login to the e-procurement portal and download the listed documents from the website. He shall save it in his system and undertake the necessary preparatory work

तिरुवनंतपुरम THIRUVANANTHAPURAM-695 005 PHONE NO:0471 2435325; FAX NO:0471 2435013; EMAIL: materialspft@lifecarehll.com

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

off-line and upload the completed bid at his convenience before the closing date and time of submission.

7.1.1. The bidder is expected to examine carefully all instructions, terms and conditions of Contract, Forms, Technical Specifications and Bill of Quantities in the Bid Document. Failure to comply with the requirements of Bid Document shall b

7.2 **Clarification of Bidding Documents** :

- 7.2.1. A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 AM and 5 PM.
- 7.2.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may effect the required modification and publish them in the website through corrigendum.

7.3 **Amendment to bidding documents** :

- 7.3.1. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing amendment.
- 7.3.2. Any amendment thus issued shall be a part of the bidding documents which will be published in the etender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.
- 7.3.3. If the amendment thus published does involves major changes in the scope of supply, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the amendment published.

8 Preparation of Bids

- 8.1 Language of the Bid
- 8.1.1. All documents relating to the bid shall be in the English language.
- 8.2. Documents Comprising the Bid
- 8.2.1. The online bid submitted by the bidder shall comprise the following:
 - i. Details required for e-payment (Details of bank account having core banking facility and e-mail address of the bidder) in the prescribed format.
 - ii. Payment of tender fee/Udyog Adhaar/Udyam Certificate as detailed in the e-tender web site.

Page **13** of **63**

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

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026

TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

- iii. EMD payment/Udyog Adhaar/Udyam Certificate details.
- iv. Copy of Documents in proof of eligibility criteria.
- v. Copy of Documents in proof of Financial turnover.
- vi. Other documents specified in Part II.
- vii. Priced Bill of Quantities.
- 8.2.2. Bidders shall not make any addition, deletion or correction in any of the bid documents. If tampering of documents is noticed during tender evaluation, the bid will be rejected and the bidder will be blacklisted.

8.3. Bid Prices :

- 8.3.1. The Bidder shall bid as described in the Bill (Service charges for Manpower).
- 8.3.2. For item rate tenders, the bidder shall fill in rates in figures and should not leave any cell blank. The line item total, in words and the total amount shall be calculated by the system and shall be visible to the Bidder.
- 8.3.3. The rates quoted by the Bidder shall be FOR HLL STORES which includes cost of all materials, freight charges and packing and forwarding charges.
- 8.3.4. GST applicable shall be extra.
- 8.3.6. The rates and prices quoted by the bidder shall remain firm during the entire period of contract.

8.4. Currencies of Bid and Payment :

8.4.1. The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

8.5. Bid Validity :

- 8.5.1. Bids shall remain valid for the period of from **01.05.2024 to 30.04.202**6. A bid valid for a shorter period shall be rejected by HLL as non responsive.
- 8.5.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e mail. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026

TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

8.5.3 Tender Fee

Bidders can participate in the tender by paying Rs. 560/- by RTGS (Inclusive of GST) as Tender Fee

8.6. **EMD- Not applicable**

8.6.1. The Bidder shall furnish, as part of his Bid, a Bid Security Declaration

8.6. MSE units interested in availing exemption from payment of Tender Fee should submit a valid copy of their Udyog Aadhaar/Udyam registration certificate as mentioned in the NIT.

But the Party has to provide Security deposit if Tender is awarded to them. (Please see Schedule B)

- 8.6.1 25% of annual procurement value will be sourced from Micro and Small Enterprises

 (MSE), out of which 4% is earmarked for pr entrepreneurs and 3% is earmarked byforWomenpro entrepreneurs. In the event of failure of SC or ST or Women entrepreneurs to participate
 in tender or meet tender requirements/conditions regarding price the same will be sourced from other MSE enterprises.
- 8.6.2 Start up 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. But the party has to provide security deposit if Tender is awarded to them.

8.6.6.

- 1) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity including extended period of validity; or
- 2) If any modification is effected to the tender documents or
- 3) In the case of a successful Bidder, if the Bidder fails within the specified time limit to: a) Accept the LOI/purchase order; or

b) Furnish the required Security Deposit. In the above circumstances the bidder will be blacklisted.

8.6.7. In such cases ,material /service will be procured from alternate sources at the risk and cost of the selected bidder. In such cases, the additional cost incurred will be recovered from the supplier/service provider.

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026 8.7. Tender fee

Date:17.04.2024

- 8.7.1. For e-tenders, the mode of remittance of Tender Fee shall be the same as detailed. For e-tenders, Bidders shall remit the Tender fee using the payment options as mentioned in the e-tender in Government eProcurement portal only.
- 8.7.2. Any bid not accompanied by the Tender Fee as notified, shall be rejected as nonresponsive.
- 8.7.3. Tender Fee remitted will not be refunded.
- 8.8 Alterations and additions
 - 8.8.1. The bid shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
 - 8.8.2. The bidder shall not attach any conditions of his own to the Bid. Any bidder who fails to comply with this clause will be disqualified.

8.8.3 A certificate /Declaration as given in Schedule H stating that **ALL TERMS AND CONDITIONS** of this tender is acceptable should be uploaded, failing which the tender is likely to be summarily rejected.

- 1. The validity of the Price Bid shall be for a period of two year from May 2024 to April 2026.
- 2. The Price Bid of those bidders who qualify in the Technical Bid only will be opened. The date and time of opening of price bid will be intimated separately.
- 3. The rate should be quoted in two forms (1) Worker category (2) Supervisor category.
- 4. The selected bidder will be issued a Work order and the selected bidder will have to sign an agreement within 15 days of issue of the Work order with the HR Department, HLL

9. Submission of Bids

The Bidder shall submit their bid online only through the Government eProcurement portal (URL: <u>https://etenders.gov.in/eprocure/app</u>) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BOQ) file from the portal. The Bidder shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system generated receipt

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026

TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

can be downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online.

- 9.1 The tender is invited in <u>**3 Envelope system**</u> from the registered and eligible firms at CPP Portal.
- 9.2 Pre-qualification Criteria for bidders: Following 3 envelopes shall be submitted online at CPP-portal by the bidder.

a) Envelope - I (Tender Fee):

Tender fee (Non-refundable) as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank:	State Bank of India
A/c number:	0030307535628
IFSC Code:	SBIN0004350
Branch name:	Commercial Branch,
	Thycaud, Trivandrum

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

Note:-

MSE units interested in availing exemption from payment of Tender Fee should submit a valid copy of their registration certificate issued by the concerned Udyog Aadhaar/Udyam registration certificate. If the bidder is a MSE, it shall declare in the bid document the Udyog Aadhar or Udyam registration Memorandum Number issued to it under the MSMED Act, 2006. If a MSE bidder do not furnish the UAM Number along with bid documents, such MSE unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012. But the Party has to provide Performance Security/Security Deposit if Tender is awarded to them.

25% of annual procurement value will be sourced from Micro and Small Enterprises (MSE), out of which 4% is earmarked for procurement from MSE' earmarked for procurementsownedbyWomenfromentrepreneursMSE'.Inthe event of failure of

SC or ST or Women entrepreneurs to participate in tender or meet tender requirements/conditions regarding price the same will be sourced from other MSE enterprises. Start -up units interested in availing exemption from payment of tender fee shall submit a valid copy of Registration Certificate from Department of Industrial Policy & Promotion as per NIT. But the party has to provide security deposit if Tender is awarded to them.

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026

TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

b) Envelope - II (Technical bid):

Date:17.04.2024

Technical Bid should contain signed and scanned soft copy of documents duly filled and signed as specified in Part III.

Qualification Criteria for contractors / firms

The bidder should be fulfilling the following preconditions and must also upload / submit documentary evidence in support of fulfilment of these conditions while submitting the bid.

Sl No	Eligibility Criteria	
1	Questionnaire for Minimum eligibility criteria as per Schedule E to be attached	
2	Average Annual financial turnover of the bidder during the last 3 years, ending 31st March of the previous financial year (31.3.2023).	
3	The duly signed acceptance form as per Schedule H of Part-III to be attached	
4	Duly filled and signed copy of requisition for e-payment form along with clear and visible scan copy of cancelled cheque as per Schedule I of Part-III .	
5	General information of the vendor as per Schedule F of Part III & Vendor Development form as per Schedule G (Only for new vendors).	
6	 Scanned Copy of GST and PAN. Proof for Clause 5, 6 & 7 shall be submitted. Signed Copy of Schedule A, A-1,A-2 and A3 to be submitted Please attach an attested photocopy of the License under Labour Act (R&A) 1970 A copy of the possession certificate, location certificate encumbrance certificate (for last 13 years) current Tax 	

c) Envelope –III (Financial Bid): The Financial e-Bid through CPP portal.

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the tender document, then the same is to be downloaded and to be

निविदा सं. क्रय/08/आर1/पीक्य/ सेकंडरी पैकिंग/2024-2026

Date:17.04.2024

TENDER NO. PUR/08/R1/PO/SEC PKG/2024-2026 filled by all the bidders. Bidders are required to download the file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the file is found to be modified by the bidder, the bid will be rejected.

Note:-

- 1. HLL Lifecare Limited reserves the right to verify the credential submitted by the agency at any stage (before or after the award of order). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then HLL shall take the following action:
 - a) Forfeit the entire amount of EMD submitted by the firm.
 - b) The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
- 2. On demand of the Tender Inviting Authority, this whole set of certificates and documents shall be

send to the Tender Inviting Authority's office address (as g post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject

any bid, for which the above details are not received before the deadline.

3. 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 eprocurement process.

10. **Deadline for Submission of the Bids**

10.1 Bid shall be received only online on or before the date and time as notified in NIT.

The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

- 10.2 Modification, Resubmission and Withdrawal of Bids
- 10.2.1 Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.

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

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026

TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

- 10.2.2 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 10.2.3 The Bidder can withdraw his/her bid before the last date and time of receipt of the bid. The system shall not allow any withdrawal after the last date and time of submission.

11. Bid Opening and Evaluation

11.1. Bid Opening

Bids shall be opened on the specified date & time, by the tender inviting authority or his authorised representative in the presence of bidders or their designated representatives who choose to attend.

11.1 Bid Opening Process

11.1.1. Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.

- a) Envelope -I: Envelope-I Opening date shall be mentioned in NIT Document. (Envelop –I shall contain scanned copy of Tender Fees and EMD)
- b) Envelope -II: Envelop-II opening date shall be as mentioned in NIT Document. The intimation regarding acceptance / rejection of their bids will be intimated to the bidders through e-tendering portal. (Envelop-II shall contain scanned copy of Pre-qualification document.)

If any clarification is needed from bidder about the deficiency in his uploaded documents in Envelope-I and Envelope-II, he will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/documents within time specified by HLL Lifecare Limited, failing which tender will be liable for rejection.

c) Envelope -III: The financial bids found to be meeting the qualifying requirements shall be opened as per NIT Document. (Depending on evaluation of Envelop I & II, the date shall be intimated through CPP Portal)

11.1.2. In the event of the specified date of bid opening being declared a holiday for HLL, the bids will be opened at the same time on the next working day.

11.2. Confidentiality

11.2.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and

EMAIL: materialspft@lifecarehll.com

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026

TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

recommendations for the award of orders shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.

- 11.2.2. Any effort by a Bidder to influence the Purchaser during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidders' bid.
- 11.3. Clarification of Bids
- 11.3.1. To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 11.3.2. No Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the order is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.
- 11.4. Examination of Bids, and Determination of Responsiveness
- 11.4.1. During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT; is accompanied by the required EMD, Tender fee and the required documents and certificates.
- 11.4.2. A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation.
- 11.4.3. If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.
- 11.4.4. Non submission of legible or required documents or evidences may render the bid non-responsive.
- 11.4.5. Bidder can witness the principal activities and view the documents/summary reports for that particular tender by logging on to the portal with his DSC from anywhere.
- 11.4.6. Single tender shall not be opened in the first tender call.

11.5. Negotiation on Bids

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

- 11.5.1. The Tender Inviting Authority reserves the right to negotiate with the lowest evaluated responsive bidder.
- 12. Award of Order
- 12.1. HLL will award the order to the Bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price.
- 12.2. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the security deposit, or acceptance of order within the specified time limit, the Bidder shall be debarred in future from participating in Bids for three years and will be recommended for blacklisting by the competent authority. In such cases, the material will be procured from other responsive bidders at the risk and cost of nonresponsive L1 bidder.
- 12.3 The rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation.
- 12.5 The Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the finalization of tender, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for
- 12.6 Notification of Award and Order Acceptance
- 12.6.1 The Bidder, whose Bid has been accepted, shall be notified of order by HLL prior to expiration of the Bid validity period by e-mail

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

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026

TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

13. Corrupt or Fraudulent Practices

Date:17.04.2024

13.1 The purchaser requires that the bidders and suppliers observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

^{sl.} Term

No.

Meaning

(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	Means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

13.2 The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the order in question.

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

TECHNICAL BID

SCHEDULE- A

WORK REQUIREMENTS

- 1. Secondary Packing operations of condoms of different schemes of packing using the materials supplied by the Peroorkada Factory, Thiruvananthapuram (PFT) of HLL Lifecare Limited as per norms and other requirement in the Bid, in the premises provided by the Company (Balaramapuram Unit, Mitraniketan Unit, P F T Unit or any other premises provided by the company from time to time) and return the packed condoms to HLL Lifecare Limited representative/authorized transporter at the secondary packing premises.
- 2. **RECEIPT AND RETURN OF MATERIALS BY THE TENDERER:** The Packing materials for packing work will be supplied by HLL as per the norms. HLL Lifecare Ltd. shall supply the materials at the secondary packing premises and the contractor should unload and do the secondary packing and other works as per the requirement from time to time subject to the SCHEDULE A, A1, A2, A3 and return the packed condoms with proper records within prescribed time to HLL Lifecare at the same premises. The finished goods as per the requirement along with any excess materials such as jars, boxes, wallets etc. should be handed over to HLL Lifecare Limited. Any delay in any of the above works, which are attributable to the contractor, will attract penalty, @ 0.5% of value of contract per week of delay subject to a maximum of 7.5%. Value of the contract means the contract value attributable to the delayed quantity. Delay beyond this time limit, will result in termination of contract without prior notice, forfeiture of EMD and Security Deposit and legal action for recovery of loss or damage suffered by the Company on account of delay.
- 3. The strips (strip packed condoms) and secondary packing materials supplied by HLL Lifecare Ltd. are to be unloaded and should be physically verified and received by the Contractor at Receipt point. Once these it responsibility for its accountability. The Contractor should ensure the correct mode of packing, quality of secondary packing, clean environment and adherence to GMP (Good Manufacturing Practices) requirements as given in the SCHEDULE A3 and should follow the suggestions/instructions given by HLL

Tenderer should follow the requirements of statutory agencies like Drugs Controller, which includes;

- (a) Maintaining of clean and hygienic environment
- (b) Clean clothing and cap to workers engaged. Cap will be provided by HLL.
- (c) Other requirements, if any, which arise from time to time.
- 4. In case of any non-conformance in the finished goods observed during the QA checking by HLL Lifecare Limited, the contractor shall carry out the re-work at his own cost. Finished products passed by the Quality Assurance Dept should be handed over to the

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026

TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

Company by the contractor after finishing the entire batch in all respects as per the specified quality standards. Any cost of delay due to re-work shall be deducted from contractors bills/security deposit.

5. **<u>Record Keeping</u>** : The tenderer should maintain the following records and to be updated daily:

a) Records related with work

Stock Register of Materials received from the Company (HLL Lifecare Limited)/Material Receipt Book. Materials Consumption Record Work Log Book In-process Inspection Records Traceability Records Training Record Stamping Record Stamping Records Non-conforming Material Processing Records Box Filling Record for each batch Box Weighing Record for each batch Line Clearance Record.

Any other Record to be maintained as required by the Company (HLL Lifecare Limited) from time to time for verification of material supplied, consumed, returned, balance etc.

b) Records as per Contract Labour (R&A) Act 1970 & Rules 1971.

The contractor shall maintain registers & records as provided in Contract Labour (R&A)Act 1970 & Rules 1971

Maintain records in the software provided by the Company on daily basis for the Units done by each contract employee.

6) In outsourced units, the contractor has to carry out the work by engaging his employees under his supervision and Control.

7. <u>LEGAL COMPLIANCE</u>:

- 7.1 The contractor should take license under the Contract Labour (R&A) Act 1970 and other statutory licenses wherever applicable and should produce proof to the Company.
- 7.2 In case the contractor is engaging Contract labourers from outside the state of Kerala, necessary licences under the Inter-state Migrant Workmen (Regulation of Employment & Conditions of service) Act 1979& Rules should be obtained from labour department.
- 7.3 The Company will arrange the insurance for transit and storage of materials at premises.

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024 SCHEDULE A1

SL. No	Description of the Scheme	Mode of PACK	Norms		
			In Pcs	In DCS	
1. GC	DVT / SMO SCHEMES	1			
1	ASHA 3's / USTAD 3'S (SQUARE, without pouch& with leaflet	3X60X24	8460	47	
2	FW/NACO/DELUXE (SQUARE,Without pouch & with Leaflet)	5X48X24	12480	52	
3	RAKSHAK 4'S (SQUARE, Without pouch & with Leaflet)	4X30X30	11040	92	
1	MASTI 5's / RAKSHAK 5's (Without pouch & with leaflet	5X24X30	12960	108	
5	RAKSHAK 10's(SQUARE,Without pouch & with Leaflet)	10X20X20	17200	86	
6	USTAD 7's (SQUARE, without pouch & with leaflet	7X20X32	15400	110	
7	JOSH 6'S (SQUARE, Without pouch & with Leaflet)	6X30X20	16200	90	
3	SAWAN 3's (with pouch & leaflet)	3X60X30	7200	40	
9	SAWAN 7's (with pouch & leaflet)	7X30X30	12600	60	
10	THRIL 3's (with pouch & without leaflet)	3X60X20	10800	60	
11	THRIL 6's (with pouch & without leaflet)	6X30X18	17640	98	
12	STYLE 4'S (without pouch & with 2 leaflets)	4X18X45	10224	142	
13	MILAN 4's (without pouch & with leaflet	4X25X50	10300	103	
14	BLISS 4's (with pouch & leaflet)	4X25X50	8200	82	
15	BLISS 12's (with pouch & leaflet)	12X20X20	15600	65	
16	KAMAGNI 4's (with pouch & without leaflet)	4X60X20	11520	48	
17	AHSAAS 3's	3x50x40	10500	70	
18	AHSAAS 7's (with Pouch, without leaflet)	7X30x30	18480	88	
19	MITHUN 2's (2018),3240 pcs	2X36X45	5184	- 72	
20	MITHUN 10's	10X10X40	8600	86	
21	KLYMAX 5'S	5X23X24	12650	110	
22	STYLE 5'S (Without pouch & without leaflet)	5X20X40	12300	123	
23	KLYMAX 4'S (Without pouch & without leaflet)	4X25X36	11200	112	
24	RAKSHAK 2'S	2 X48 X30	6144	64	
25	JOSH 3'S(Without pouch & with leaflet)	3 X30 X40	8550	95	
26	USTAD 3'S(Without leaflet (4032 pcs))	3x56x24	9240	55	
27	MITHUN 5'S	5X20X40	8000	80	
28	ZAROOR 3'S	3X60X16	9000	50	
29	ZAROOR 6'S	6X30X16	14580	81	

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

2. Br	anded/EXPORT Schemes - MOODS / SHARE / 0	EM (Filling Op	erations)	
30	Catch covers - 2's pack 2019	2X60X30	5040	42
31	SKUs of 3's Pack - packing mode 3 x 40 x 30(e.g., Reg 3, MUT3, MSD 3	3x40x30	8040	67
32	Assorted SKUs of 3's pack - packing 30 (e.g., Coloured, scented, melange etc).	3x40x30	6360	53
33	SKUs of (3+1)'s Pack - packing mode 4 x 40x 30 (e.g., Ultra thin 3 +1)	4X40X30	10240	64
34	SKUs of 10's Pack - packing mode 10 x 30 x 12 (e.g., Ultra thin, dotted etc).	10X30X12	16500	55
35	SKUs of 12's Pack - packing mode 12 x	12X10X30	18000	150
	(10/20) x (30/15) (e.g., Ultra thin, dotted	or	or	0r
	etc.)	12X20X15	19200	80
36	Assorted SKUs of 12's pack - packing mode12	12X10X30	13800	115
	x (10/20) x (30/15) (e.g., Coloured, scented,	or	or	Or
	melange etc.)	12x20x15	15600	65
37	SKUs of 20's pack without Tray or DC & without Gift	20 X 180	24800	1240 wallets
38	SKUs of 20's pack without Tray or DC & with Gift	20X180	14500	725 wallets
39	CREZENDO 3's (3 strips 1 vibrating ring & 1 leaflet in a wallets for which the flaps are to be glued after filling)	3x30x16	1800	20
40	Crezendo(Ring Only) wallets for which theflaps are to be glued after filling	1 crezendo ring in 1 Wallet		900 WALLETS
41	ASSEMBLING OF MOODS VARIETY PACK	2X8X100	4880	305 Packs
42	SKUs of 3's Pack/ Value pack – Packing Mode 3X60X20 (E.g. : Reg 3 , MUT3,MSD3)	3x60x20	8460	47
43	Assorted SKU's Of 3's Pack – Packing Mode 3X60X20 (Reg 3 , MUT 3 , MSD 3)	3x60x20	6840	38
44	REGULAR 2'S (box cover)	2X40X30	5600	70
45	I PLUS (without leaflet)	3X48X50	8928	62
46	Philippines Crown Order (with leaflet)	3X48X50	7488	52
47	AAA Pharma Philippines	3X24X50	6624	92
		OR 3x40x30	or 8040	or 67
48	REGULAR 2'S (box cover)	2X60X20	5760	48

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

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49	Bulk Pack - 3 pcs / 4 pcs cutting (e.g., IPPF, UNFPA,	144 x 50	25920	
	Brazil, Imres,IBN Sina,Mission	OR		
	Pharma,Ghana,Love,Protec Gold Circle etc.) - 144 Pcs	144 x 36		180
	in a DC with pouch	OR	25020	
		150 x 20	25920	
	Brazil, UNFPA			
	Sire & Tango(150 pcs in a DC)		27000	
50	Bulk Pack (2 PCs cutting) - (e.g., NHS Pack, Clinical	144 X 50	19008	132
	pack etc.) - 144 Pcs in a DC with leaflet			
51	Bulk Pack - 1 pc cutting. (e.g., Sire & Tango) - 144	144x50	21312	148
	Pcs in a DC with pouch			
52	NEPAL Scheme	100X40	21600	216
53	Trust Classic 3's Kenya	3x24x36	6192	86
54	Bulk Pack - 3 pcs cutting(Panther and similar bulk		19992	196
	scheme) Panther	102x30	19600	
	MauritiusNepal	100x60	19600	
		100x30		
55	Bulk Pack - 3 pcs cutting(Kenya)	144x36	22608	157
56	Max Pouch filling			2060

		/	
57	Stamping of Catch cover wallet	No. of Wallets	15700
58	Stamping of Box cover wallet	No. of Wallets	17500
59	Stamping of Cartons (for Govt. schemes except Masti)	No. of DC's	6200
60	Stamping of Cartons (for Branded, Exports & Masti type	No. of DC's	6200
61	Stamping of Premium Variety Wallets	No. of Wallets	12400
62	Stamping of extra large wallets(e.g., MOODS 20's)	No. of Wallets	11500
63	Stamping of wallets using wallet stamping machine	No. of wallets	42000
64	Monitoring of Batch Stamping Operation : Accounting of Sec. Packing Materials, Preparation of stereos, supervision of stamping operations, accounting of stamped materials etc.		man power
65	Master carton -single side stamping		man power
66	Master carton double side stamping		

5. Al	lied Works in connection with Shrink Wrapping / O	ver Wrapping Opera	tions
67	Shrink wrapping of wallets of Crezendo 3's/ 20's /	No. of wallets	1900
	Variety Pack's DC etc.		
68	Shrink wrapping of wallets of 3's (small wallets)	No. of wallets	1150

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

69	Shrink wrapping of cartons / tray of 20's scheme	in Pcs	164000 p	CS
70	Machine Operation (Overwrapping 3's/12's/L sealer	Manpower	Manpowe	er
71	Shrink Wrapping of Cartons/Tray of 10's & Crezendo 3's	in Pcs	138000	
72	Shrink Wrapping of Open DC of Moods 12's scheme	in Pcs	60000	
73	Shrink wrapping of wallets of Moods 6+1	No. of wallets	2600	
74	Shrink wrapping of cartons / tray of 6+1's schemein auto L Sealer	in Pcs	70000	
75	Filling of over wrapped wallets in cartons for 3's scheme (3X40X30)	in DC	21000	175
76	Filling of over wrapped wallets in cartons for 3's scheme (3X60X20)	in DC's	27000	150
77	Filling of over wrapped wallets in cartons for 12's scheme(12x10x30)	in DC's	49200	410
78	Filling of over wrapped wallets in cartons for 12's scheme(12x20x15)	in DC's	49200	205

79	Box Finishing Operations / Strapping & allied Operations of Finished Master Cartons/ bar code & consignee pasting in Govt.schemes/SMO schemes	Manpower	Manpower
80	Checking Operations : Checking of strips / stamped wallets / stamped DC's / Filled Wallets, DC's & MCs for visual defects and Supply of Sec. Packing Materials for Filling		One person for every 60 filling personnel per day per centre (round off) or actual manpower posted whichever is lower
81	Operation and Collection of Filled Boxes: Supply of secondary packing materials to the worktable for filling operation, Formation, Filling & closing of Master Cartons. Transfer of Filled Master Cartons to storage locations within the centre, Maintain box filling & box weighing records etc.		One person for every 60 filling personnel per day per centre (round off) or actual manpower posted whichever is lower.

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

R NO.	PUR/08/R1/PQ/SEC PKG/2024-2026	-	Date:17.04.2024		
82	Supervision of Sec. Packing Operations : Overall supervision of sec. packing operations in the centre, accounting of strip stock, Maintaining of proper production records, operator wise output details, line clearance record etc., Data entry in relevant software, keeping muster rolls etc.		Manpower		
83	Loading / Unloading of Strips / Sec. Packing Materials, Containers etc.	Manpower	Manpower		
84	Sticker pasting on filled Master Carton	No. of Boxes	5000		
85	Sticker pasting on wallets (Small Sticker). No. of Sticker		2600		
86	Moods Holder - pasting & assembling	No. of Holders	865		
87	Replacement of vibrator in Crezendo	No. of rings	1000		
88	Segregation of strips	Kg	60		
89	Rework of filled wallets	in Nos	3200		
90	Bundling & Stamping	No. of wallets	10000		
91	Wallet Mopping - empty wallets	No. of wallets	5000		
92	Destroyal of Obsolete wallets for disposal	Kg	60		
93	Destroyal of Obsolete DCs for disposal	Kg	120		
94	Recovery of strips from Filled boxes - wallet schemes	No. of wallets	3360		
95	Recovery of strips from filled boxes – Bulk pack	No. of DC's	685		
96	Sticker pasting on Jar	No. of jars	525		
97	Sticker pasting on Cartons / Wallets (Big Sticker).	No. of Stickers	5000		
98	Plastic Hanger for wallets - pasting & assembling	No. of Hangers	2500		
99	Batch wise Segregation of Strips(Crate wise)	Kg	200		
100	Peeling of expired / waste strips. (Collection of strips, peeling it, weighing and place the peeled condoms at designated areas with proper identity in polythene covers keptin crates / boxes. The peeled foils are also to be kept at the designated area.)	Kg	25		

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026

ENDE <u>R NO.</u>	PUR/08/R1/PQ/SEC PKG/2024-2026	Date:17.04.2024		
101	Peeling of defective strips (with good	kg	18(paper top foils)	
	condoms) for repacking of condoms: Collect			
	the strips, peeling it, weighing andplacing	Kg.		
	the peeled condoms batch wise in		17(other foils)	
	designated areas with proper identity as 5 kg			
	packs in polythene covers kept in crates /			
	boxes. The peeled foils are also to be kept at			
	the designated area. Maintain appropriate			
	records and identity.			
102	QA Sampling Assisting	Manpower	Manpower	

NEW WORK CODE AND TARGET

Sl.No.	Work description	Target unit	New target(in PFT Net)
103	Secondary packing of moods20's+2(silver free	No.of DC's	80
104	Secondary packing of Click 3's	No.of DC's	47
105	Secondary packing of Dzire 3's and similar like nicaragua	No.of DC's	175
106	Hanger pasting on Nicaragua wallets and similar schemes	No.of pcs	2200
107	Moods Xtasy series 3s and grapheme 3's(with pouch)	No.of DC's	40
108	Moods Xtasy series 10s and grapheme 10's(with pouch)	No.of DC's	37
109	Moods Premium Alnight 12's (with pouch)	No.of DC's	67
110	Moods silver Electrify 12's (with pouch)	No.of DC's	67
111	Moods silver Electrify 3's (with pouch)	No.of DC's	40
112	Moods Panache Allnight 3s (with pouch)	No.of DC's	35
113	Moods Alnight 20's+2 (with pouch)	No.of DC's	60
114	Moods Eyecandy Alnight 10's (with pouch)	No.of DC's	44

BALARAMAPURAM

Sl.No.	Work code	Work description	New target(in PFT Net)	UNIT (DCs,MANetc.)	Skilled/ unskille d
1	SP289	Box taping at secondary packing	1	Man	U
2	SP290	Box transfer at secondary packing to hooping area	1	Man	U
3	SP291	Strips folding work	80	Kgs	U
4	SP292	Strips rubber banding work	67	Kgs	U
5	SP293	Miscellaneous work	1	Man	U

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026

TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026			Date:17.04.2024		
6	SP294	Flow wrapping machine operation	5700	Pouches/shift/	U
				person	
7	SP295	Flow wrap machine shift mechanic for 5 machines	1	Man	U
8	SP296	Printing of DC's using conveyor and inkjet printing	5250	DC's/shift/person	U
9	SP069	Stamping of Premium pack wallets	35000		U

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

SCHEDULE A2

ACTIVITIES INVOLVED IN SECONDARY PACKING AND ALLIED WORKS 1. Batch Stamping Operations of Catch cover / wallets / Cartons / Boxes

- 1.1 Collect the stereos of batch coding.
- 1.2 Collect the secondary packing materials to be stamped like catch cover / wallets / Cartons / Boxes etc.
- 1.3 Ensure the correctness of batch details to be stamped on the secondary packing materials with the batch coding of the strips.
- 1.4 Stamp the impressions of the stereos received in the relevant register.
- 1.5 Stamp the required quantity of secondary packing materials only. If any quantity is stamped in excess of the requirement, the same has to be reworked at the cost of the tenderer. If the material is not salvageable, then the loss to HLL will be recovered from the tenderer.
- 1.6 After stamping, pack / bundle the stamped materials in the storage containers / crates and stack them with proper labeling in the ear marked areas
- 1.7 Record the stamped quantity in the relevant registers.
- 1.8 At the time of change over from one batch to another, ensure that, the materials of the previous batches are properly removed and work area is cleaned.
- 1.9 For box stamping, after the batch coding, the box No. is to be stamped.
- 1.10 In case of Govt. Schemes, the bar code is to be pasted over the box.
- 1.11 Always keep the work area clean and neat.
- 1.12 Relevant records pertaining to the batch stamping operations are to be maintained properly.

2. Filling Operations

- 2.1 Collect the strips from the strips storage area and stamped secondary packing materials from the material supply personnel.
- 2.2 Ensure the correctness of batch details on strips and stamped secondary packing materials.
- 2.3 Form the wallets and fill the wallets with good strips of condoms. Good strips means strips without any visual Defect, oil stains etc.
- 2.4 Pack the required number of strips into wallet and close the wallet.
- 2.5 If pouches form part of the mode of packing, first fill the strips into the pouch, fold the pouch and fill the pouch in to the wallet.
- 2.6 If leaflet forms the part of the mode of packing, a leaflet is to be filled in to the wallet with the pouch which contains the required number of strips.
- 2.7 If gifts are to be packed, put the gift into the wallets.
- 2.8 If hanger is needed for the required scheme, paste the same properly on the wallet.
- 2.9 Form the carton in shape for filling packed wallets.
- 2.10 Write down details to be filled in the packing slips.
- 2.10 Fill the required number of wallets as per the packing mode of the given packing scheme into the carton, put the packing slip in to the carton, close it and paste with cello tape.

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026

TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

- 2.11 Fill the packed cartons into the corrugated boxes.
- 2.12 Fill the packed cartons into the corrugated boxes with proper recording in the box filling record.
- 2.13 The personnel have to ensure correct cou Boxes etc.
- 2.14 At the time of change over from one batch to another, ensure that, the materials of the previous batches are properly removed and work area is cleaned. Line clearance is done with proper recording in line clearance record.
- 2.15 Individual filled corrugated boxes are to be weighed and recorded for the domestic schemes before transferring to depot.
- 2.16 Excess packed strips (after completion of the batch), waste strips if any with proper records/details/identity are to be send back to packing department of PFT.
- 2.17 Always keep the work area clean and neat.
- 2.18 Relevant records pertaining to the batch stamping operations are to be maintained properly.

<u>3. Allied Works in connection with Shrink Wrapping / Overwrapping Operations :</u>

- 3.1 **Shrink Wrapping:** Insert the wallet / filled cartons into the PVC cut pieces and feed them on to the conveyor of shrink wrapping machine. Collect the shrink wrapped item and check the weight individually (if required). Visual inspections of the wallet / filled carton are to be carried out for the finish of the shrink-wrapping. The good items are filled into the cartons / boxes as the case may be. For the items with improper shrink-wrapping, the film is to be removed and to be shrink-wrapped again.
- 3.2 **O ver-wrapping:** Check the finish of the overwrapped wallets and fill the good wallets into DCs / Boxes as the case may be. Check the weight of the wallets, if required. For the items with improper overwrapping, the film is to be removed and to be sent for over wrapping again.

3.3 The personnel have to ensure correct count of the items inside the Wallet, DCs, Boxes etc.

<u>4.</u> Allied Works in Connection with Secondary Packing Operations.

4.1 <u>Receipt of the Materials supplied by HLL:</u>

- 1. HLL will supply the strips, secondary packing materials, stereos, cello tapes, BOPP tapes, gift items etc. to the secondary packing centre.
- 2. The tenderer has to unload the supplied items and stack them batchwise at the designated areas with proper identity.
- 3. The tenderer has to physically verify the receipt of the items with the gate passes and to inform HLL, if any deviation is there.
- 4. The tenderer has to maintain appropriate records of receipt of materials and stock of the items.
- 5. Handling and unloading of strips is to be done with utmost care to avoid loss

/damage to the strips. The tenderer is also responsible for the mishandling/misplacing of the strips and the loss if any, incurred by HLL will be deducted from the tenderer.

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026

TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

4.2 **Monitoring of the Batch Stamping Operation:** The tenderer has to ensure proper accounting of Sec. Packing Materials, Preparation of stereos, supervision of stamping operations, verification of stereo impressions, accounting and tallying of stamped and unstamped materials, proper storage of stamped materials with identity, disposal of the used stereos etc.

4.3 Supply of Sec. Packing Materials for Filling Operation and Collection of the Filled

Boxes:

The tenderer has to ensure timely supply of secondary packing materials to the worktable of the filling operators. The tenderer has to make arrangement for the timely supply of stamped and formed master cartons, closing & transfer of Filled Master Cartons to storage locations within the centre and to stack them batch wise with proper identity. The box filling & box weighing records are to be maintained properly.

- 4.4 **<u>Checking Operations :</u>** The tenderer has to ensure proper checking of strips, stamped wallets, stamped DCs, Filled Wallets, Filled DCs, Filled MCs, Filled Packing slip, finish of shrink wrapping / overwrapped products etc. The contractor shall engage one checking personnel in secondary operation for every 60 secondary packing personnel. The personnel have to maintain appropriate checking records in the relevant format.
 - (i) <u>Visual inspection of strips</u>: Strips with visible defect like absence of Silicone oil, overlapping of two layers of foil, improper cutting of strips, body press of condoms by press rollers; improper sealing, improper /un clear batch stamp.etc. and strips with oily surface should not be packed
 - (ii) <u>Checking of details</u>: Wallets, Cartons and corrugated boxes should be checked to ensure proper batch stamping details on them. The personnel have to check the correct count inside the wallets, DC's,

4.5 Box Finishing Operations

- 1. Nylon strapping of the finished Boxes.
- 2. Weighing of the boxes and record the box weight over the box and on the box weighing record.
- 3. Mark the variant name on the boxes.
- 4. Paste the consignee sticker or any other relevant information
- 4.6 <u>**Transfer of Finished Boxes to HLL**</u>: The tenderer has to transfer the packed condoms to HLL Lifecare Limited representative/authorized transporter at the secondary packing premises after the QA clearance. The tenderer has to make arrangements for the loading of the QA Passed Finished Goods for transfer to various

HLL's Depots. HLL will provide arrangeme goods. Handling and Loading of Finished boxes are to be done with utmost care to avoid damage to the finished boxes. Tenderer is responsible for the damage of boxes during loading to Depot.

4.7 **Transfer of Wastes, Crates and Other miscellaneous Materials back to HLL:**

After completion of secondary packing of a batch, the output and waste, if any, should be tallied with received quantity. The wastes, excess materials, storage containers /

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date: 17.04.2024

crates etc. are to be handed over to HLL within the time stipulated by HLL and the tenderer has to make arrangements for the proper loading of these items back to HLL to its representative / authorized transporter.

4.8 **Supervision of secondary Packing Operations**

- 4.8.1 The tenderer has to ensure proper supervision of all the operations carried out at the centre. For the same, the tenderer has to post one person as supervisor in every centre.
- 4.8.2 The supervisor has to ensure that, the strips are issued for filling batch-wise, machine wise & shift-wise.
- 4.8.3 The supervisor has to ensure that, sufficient manpower is available for filling operations, stamping operations, loading & unloading of materials, checking operations etc.
- 4.8.4 The supervisor shall strictly maintain the batch identity and traceability of each item in all stages of operations.
- 4.8.5 The supervisor has to ensure that, all the relevant records as mentioned in the tender are being properly maintained.
- 4.8.6 The supervisor has to strictly ensure discipline and compliance of all applicable regulatory /statutory requirements at the premises.
- 4.8.7 The supervisor is responsible for submitting monthly bills to packing department of PFT on or before 3rd working day on the completion of the bill period.
- 4.8.8 The supervisor is responsible for preparing and submitting physical stock details of each scheme on or before 3rd working day of each month.
- 4.8.9 The supervisor is responsible for reporting correct secondary filling status (ground) of each batch; cost incurred if any to the company due incorrect reporting of secondary filling status (ground) will be deducted from the tenderer.
- 4.9 House Keeping of the Facility: The arrangement for cleaning and House Keeping will be made by HLL and the tenderer has to ensure that the facility is kept clean and neat always.

4.9.1. Loading and Unloading of the materials / Finished Goods:

It is the responsibility of the tenderer to make arrangements for loading and unloading of different materials at the centers. The work has to be carried out by the workers of the tenderer. The Head Load Workers Act has no application to HLL and as such, the said workers have no manner of right for the loading and unloading work.

5. General Points:

Reworking of the boxes of a batch, should be done by the tenderer as per the procedure, if any 5.1 defectives are observed in the packed products during QA inspection, at the cost of the tenderer.

तिरुवनंतपुरम THIRUVANANTHAPURAM-695 005 PHONE NO:0471 2435325; FAX NO:0471 2435013; EMAIL: materialspft@lifecarehll.com

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026

TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

In case of doubt with regard to any item in SCHEDULE A, A1, A2 & A3 the decision of the UNIT 5.2 CHIEF, Peroorkada Factory shall be final.

Date:17.04.2024

5.3 The minimum qualification of persons engaged for this work by the tenderer shall not be less than SSLC and of good behavior. The tenderer shall arrange medical checkup for them, prohibit smoking, chewing etc. at work place and shall comply with all relevant legal/GMP provisions.

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024 SCHEDULE -A3

GMP REQUIREMENTS

a) SANITATION & HYGIENE

All persons prior to employment shall undergo Medical examination and shall be free from contagious diseases. Periodical medical examination shall be there at least once in a year and proof of the same to be produced to the Company. People who come in contact with the product shall wear protective devices like cap. Before entering to manufacturing area, personnel shall wear clean clothes. Smoking, eating, chewing and drinking shall be prohibited in the work area.

b) STORAGE CONDITIONS

Packaging materials, strips, finished goods etc. should be stored in a clean dry insect free area and protected from direct sunlight, heat and mechanical damage, hygiene condition should be ensured. Crowding causes mix-ups and hence designated area should be assigned for various activities.

c) PROCESS CONTROL & DOCUMENTATION

It should be ensured that all operations are conducted properly by controls such as training, supervision and inspection. Documented procedure should be there for all the operations and proper control shall be there to ensure that the product consistently meet the required specifications.

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024 SCHEDULE -B Page 1 of 1

MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN THE TECHNICAL BID Secondary packing works

- 1. The bidder should be able to undertake the Secondary packing works as given in SCHEDULE A, A1, A2 & A3. (**Page no: 26-40**)
- 2. The bidder should provide security by Bank Guarantee from a Nationlized/Scheduled Bank for an amount of Rs. 5,00,000 (Rupees five lakhs only) within 2 weeks of receipt of order, if the work is awarded(Not applicable to societies as mentioned in Cl.18(i) under schedule C).
- 3. Declaration (as given in SCHEDULE –F) from the bidder that the offer being submitted is as per the requirements given in this Bid is to be attached along with the Technical Bid.
- 4. Bidder shall comply with all requirements of GMP and DrugsControl Rules& Regulation.
- 5. The bidder should meet all the Legal/Statutory requirements with respect to this work
- 6. Bidder should have offices in the State of Kerala with local office in Thiruvananthapuram district and should have a minimum of 3 years' experience in supplying manpower for packing operation/ housekeeping works/ similar works/services in the State of Kerala. Relevant certified documents establishing the same must be submitted along with the bid.
- 7. The applicant should have executed at least one work/service of value Rs. One crore of providing packing operation/ housekeeping works/ similar works/services in a PSU /Government organization for a continuous period of one calendar year in the past 3 years (Period 01.01.2021 to 31.12.2023) by engaging local manpower. Relevant certified documents establishing the same must be submitted along with the bid.
- 8. The Bidder/Contractor should take license under the Contract Labour (R&A) Act 1970 and other statutory licenses wherever applicable and should produce proof whenever required. GST/PAN registrations certificates must be submitted along with the bid.
- 9. The applicant should have an average annual turnover of **Rs. One Crore** for providing packing operation/ housekeeping works/ similar works/services in the last 3 years (Period 01.04.2020 to 31.03.2023). The bidder must submit their balance sheet, profit and loss account (showing Revenue from operations) for last three years duly certified by chartered accountant
- 10. The bidder should be willing to carry out any additional work that may arise from time to time during the validity of the contract period at the agreed rate as per this tender
- 11. However Minimum Eligibility Criteria (2) above may be waived by HLL Lifecare Limited in the case of Registered Societies, charitable societies and Self Help Groups and charitable societies functioning under the auspices of Government Local Bodies

Page **40** of **63**

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

PART II

Page **41** of **63**

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED (भारत सरकार का एक उद्यम A GOVT.OF INDIA ENTERPRISE पेरूरकडा. पी.ओ. PEROORKADA. P.O, तिरुवनंतपुरम THIRUVANANTHAPURAM-695 005 PHONE NO:0471 2435325; FAX NO:0471 2435013; EMAIL: materialspft@lifecarehll.com

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

SCHEDULE -C Page 1 of 4

TERMS AND CONDITIONS

1. The Tender should be complete in all respects. Incomplete tender is liable to be rejected.

2. Unsealed Tender received is liable to be rejected and this will be at the sole risk of the Bidder.

- 3. The Company shall have the right to inspect and verify the claims in the Technical bid to determine the eligibility of the Bidder prior to award of work and the bidder shall extend all co-operation in this regard. If any information provided in the Technical bid is found false or incorrect at the stage of inspection, visit or at any point of time during the contract period, the same shall result in the termination of contract and disqualification of the bidder from future tenders. In such event, the EMD/security deposit would also be forfeited as compensation towards loss of damage caused to the company on account of false claims.
- 4. The bidder who does not meet the Minimum Eligibility Criteria shall be considered as DISQUALIFIED in the tender. Their Price Bid will not be opened.
- 5. Workers engaged for the work as per this Tender by the contractor will be employees of the contractor at all times and for all purposes and not of HLL Lifecare Limited and there will not be any Employee-Employer relationship between the persons employed by Contractor for aforesaid work and HLL Lifecare Limited.
- 6. The qualification shall be the minimum qualification of SSLC, etc., depending upon the position to which personnel will deputed. The bidder should arrange medical check up for them and proof of the same should be provided to the Company. The contractor should prevent his employees from smoking, chewing etc at work place and comply with all relevant legal/GMP provisions.
- 7. The work awarded shall not be subcontracted to any other person/ organization. In case the company finds at any point of time during the period of contract that the work undertaken by the contractor has been subcontracted, the same will be treated as violation of the agreement, liable for legal action, termination of contract, forfeiture of EMD, Security Deposit and disqualification from future tenders to HLL Lifecare Limited.
- 8. The work as per this tender will be given on contract basis to meet temporary need as and only when work is available and only if there is work after providing employment to the permanent /excess employees in Peroorkada Factory of HLL Lifecare Limited .
- 9. As and when work is available subject to clause (8) above, the contractor will be given specified direction regarding quantity of work to be done, the time within which the work under the said order is to be completed and any other instructions that may be necessary for the performance of the contract.

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED (भारत सरकार का एक उद्यम A GOVT.OF INDIA ENTERPRISE पेरूरकडा. पी.ओ. PEROORKADA. P.O, तिरुवनंतपुरम THIRUVANANTHAPURAM-695 005 PHONE NO:0471 2435325; FAX NO:0471 2435013; EMAIL: materialspft@lifecarehll.com

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024 SCHEDULE -C Page 2 of 4

- 10. The company reserve the right to visit or inspect the premises, facilities, quality and existence of the details maintained as per this Tender by the contractor, at any point of time during the period of contract, to satisfy that the necessary GMP and hygienic and other conditions as per the tender are being followed by the Contractor and the contractor shall extend all co-operation for this.
- 11. Payment of wages: All the works to be done are converted into units as given in the Annexures. Payment will be based on units of work. The contractor shall enter the work done by each of his employee in the computer system and software provided by HLL on a daily basis. The system will generate the unit of work done by each employee on the last date of every month, based on which the contractor will pay wages and remit EPF & ESI contributions in respect of their employees.
- a) The contractor shall pay wages to his employees employed for the work undertaken at the minimum wages prescribed by the Government of India for worker category of workers.
- b) For those engaged for supervision, he/she shall pay minimum wages applicable to the supervisory category of Supervisors prescribed by Government of India.
- c) Payment should be made by the contractor within 10th day of the succeeding month, by crediting the amount payable to the bank account of each employee of the contractor and necessary register / record shall be maintained. The contractor shall ensure that each of his employees has bank account.
- 12. Payment of EPF and ESI: The contractor 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. Contractor shall be liable/responsible for penal action and penalty payable on account of delayed payment of contributions and HLL will not pay any amount in this regard. The wages for the purpose of E P F contribution will be limited to Rs. 15000/- / month.
- 13. Payment of festival allowance: HLL has no liability in the matter of Bonus to the workers of the contractors. However, as the tender is for a period of 2 years, in case the contractor pays festival allowance during Onam, the management (HLL Life care Ltd.) may consider reimbursement of the amount so paid by the contractor on production of proof. The basis for the calculation of allowance, if it is allowed, will be on the basis of the Payment of Bonus Act.
- 14. PRICE BID: The bidders shall quote the lowest competitive rate (service charge only) to carry out ONE UNIT of work. The details of UNIT of all works and activities involved are given as SCHEDULES A, A1, A2 and A3 (page no: 24 to 37).

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Date:17.04.2024 SCHEDULE -C Page 3 of 4

- 15. Before quoting the rate in the Price Bid, the bidder should study well the nature of works given in SCHEDULES A, A1, A2 and A3 (page no: 24 to 37) & A2 and calculate the work involved in a UNIT of each work as per SCHEDULES A, A1, A2 and A3 (page no: 24 to 37) & A2. Thereafter the bidder shall quote the Service charge only, inclusive of other statutory obligations of the workers engaged by the contractor, insurance coverage for his/her/its workers, Income Tax and other statutory charges applicable from time to time and service charge. HLL Lifecare shall have no obligation with regard to statutory or other welfare measures of the workers employed by the contractor for the said work. He should comply with all statutory obligations in respect of labour, GMP etc. Bidders should study well the statutory and other liabilities before submitting the offer to undertake the work.
- 16. The bidder/contractor should quote his rate in the format given as BOQ. Bidder/contractor need quote his **service charge alone** as other rates are statutory which cannot be changed. If the bidder changes any of the statutory rates given, the tender will be summarily rejected. Finalisation of tender will be based on the lowest service charge quoted in BoQ
- 17. The rate quoted by the bidder will be valid for TWO years and extendable on mutual agreement between the Company and the contractor. No enhancement in rate shall be claimed or payable during the period of the contract except for minimum wages. Minimum wages including DA as and when revised by Government shall be revised and paid to the contractor by the company, on submission of the bill.
- 18. On finalization, the bidder shall execute an agreement on a stamp paper for Rs. 200/- which will be valid initially for a period of two years and extendable on the same terms and conditions on mutual agreement. The draft of the agreement is available in the HR Department of PFT and the same shall be examined by the contractor before the tender is submitted.
- 19. RECOVERY OF LOSS/ DAMAGE TO COMPANY: On awarding the contract, but before execution of the agreement, the bidder shall furnish Security Deposit by way of Bank Guarantee for a value of Rs.5 lakhs which will be returned without interest on completion of contract period. This Security Deposit shall be forfeited in case the bidder 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 breech of any of the conditions of the contract. Loss or damage caused to the Company during the contract period 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 property of contractor and his heirs and legal representatives if the loss or damage caused is in excess of Security Deposit.

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024 SCHEDULE -C Page 4 of 4

- (1) In case more than one bidder quote the same rate in the Price Bid, then preference will be given in the order given below:
- (i) Societies registered under Travancore Cochin Literary Scientific and Charitable Societies Act.
- (ii) Firms/Establishment registered as MSE.
- (iii)Individuals / Firms/Company.
- (iv)In case of Individuals/Firms/Company other than Societies as said above, preference will be given to those who have more experience and in engaging more number of workers/experience in HLL Lifecare Ltd. The company reserves the right to distribute the work at its discretion to different Societies or Bidders who agree to do the work at the lowest rate accepted. However, the company is not bound to accept the lowest rate.
- 20. The Company has the right to give the work under this tender to one party or more than one party, in full quantity or partially.
- 21. The company has the right to shift the work to other facilities/ centres of the company at various locations and the contractor should be ready to do the work at the new locations .In case the contractor fails to do so, the company shall have the right to entrust the work to any person /firm /society at its discretion at the existing rates.
- 22. General: This Tender is liable to be suspended or cancelled at any time at the discretion of the Unit Chief of the Peroorkada Factory, Thiruvananthapuram with or without assigning any reason.

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

पेरूरकडा. पी.ओ. PEROORKADA.P.O,

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

PART III

Page **46** of **63**

तिरुवनंतपुरम THIRUVANANTHAPURAM-695 005 PHONE NO:0471 2435325; FAX NO:0471 2435013; EMAIL: <u>materialspft@lifecarehll.com</u>

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Date:17.04.2024

SCHEDULE- E Page 1 of 1

<u>QUIESTIONNAIRE TO BE FILLED FOR MINIMUM ELIGIBILITY CRITERIA (SECONDARY</u> <u>PACKING WORKS) FOR QUALIFYING IN THE TECHNICAL BID</u>

1	Can you undertake the Secondary packing works as given in the SCHEDULE A, A1(page no: 24 to 37), A2, A3	Yes/No
2	Do you agree to provide Security Deposit by Bank Guarantee from a Nationalized/ Scheduled Bank for an amount of Rs. 5,00,000/-	Yes/No
3	Have you attached the Declaration (as in SCHEDULE - F) along with the Technical Bid .	Yes/No
4	Will you adhere to the GMP standards in the work	Yes/No
5	Do you meet all the Legal/Statutory requirements with respect to this work	Yes/No
6	The bidder should have offices in the State of Kerala with local office in Thiruvananthapuram district and should have a minimum of 3 years housekeeping works/services in the State of Kerala (Proof /document to be submitted)	Yes/No
7	The bidder should have executed at least one work/service of value Rs. One crore of providing miscellaneous/ packing operation / housekeeping works/services in a PSU /Government organization for a continuous period of one calendar year in the past 3 years (Period 01.01.2021 to 31.12.2023) by engaging local manpower. (Proof /document to be submitted)	Yes/No
8	The bidder should have an average annual turnover of Rs. One Crore for providing miscellaneous/ packing operation/ housekeeping works/ services in the last 3 years(Period 01.04.2020 to 31.03.2023).(Proof /document to be submitted)	Yes/No
9	Have you attached the Declarations (as in SCHEDULE - H) along with the Technical Bid	Yes/No

All the information adhere in are true and correct provide.

Place:.... Date:....

NAME AND SIGNATURE OF BIDDER (WITH OFFICE SEAL)

तिरुवनंतपुरम THIRUVANANTHAPURAM-695 005 PHONE NO:0471 2435325; FAX NO:0471 2435013;

EMAIL: materialspft@lifecarehll.com

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

SCHEDULE- F Page 1of 2

Questionnaire –General information of the Bidder

1. Name and Address of the Bidder	
(a) Telephone :- Land Phone	
Mobile Phone	
Fax No.	
E-mail .	
(b) Name of contact person with Mobile No. if any (in case of Organization)	
(c) Whether individual/Proprietary/ Partnership Firm/Limited Co./ Society	
(d) Whether firms or establishments registered as MSME's.	
(e) If yes, kindly mention whether the same comes under MSE/SSI owned by SC/ST. The certificate for the same may also please be provided along with the quotation.	
2. If society/Partnership firm/Company etc;	
(a) Whether Regd.	
(b) The Act under which Regd.	
(c) Registration No. & Date	
(d) Details of governing body (Please attach attested copies as proof for the above)	
(e) Details of financial stability	
(i) Name and address of your Bank	
(ii) Bank Account No.	
(iii)Account Type	
(iv)What is your financial stability (Rs.) (Please enclose copy of audited Annual Report for the last Three Years in case of Societies/Firms/Company)	
3. In case of individual;	
Details of movable and immovable property and bank balance or other assets	
(a) Details of Movable property:	
Description of property-share/Bank Balance/ Credit/ Insurance/Policy/ Security Bond. Give details of amount /Maturity date debtor, name of the company in case of share	
(b) Details of immovable property owned by the Bidder; Description of property	
(i) Attach a copy of the possession certificate, location certificate encumbrance certificate (for last 13 years) current Tax receipt	
Survey No.TC NO./Residents Assn. No. in case of	
building	
Page 48 of 63	

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

पेरूरकडा. पी.ओ. PEROORKADA. P.O,

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

(iii) Location

Date:17.04.2024

(iv) Village, Panchayat, Taluk, Dist	
(v) Area of land in cents	
(vi) Area of land in Sq.ft.	
(vi) Approximate value	
(vii) Details of heir assignees and Legal	
representatives.	
4. Are you registered with EPF & ESI	Yes/No
If Yes the Code No.	103/110
(a) EPF	
(b) ESI	
If no, Can you take them within one	Yes/No
month (once the contract is awarded)	163/110
5. License	
(a) No. & date of License if any obtained under the	
provisions of Contract Labour (R&A) Act 1970, Please	
attach an attested	
photocopy of the License	
(b) If there is no License, do you agree to take License	
within two weeks of awarding the work, if the work is	
awarded to you	
6. Are you ready to undertake and carry out the work of	
Secondary works by engaging	
Adequate man power without fail as per the Terms and	
Conditions given in the Tender	
NOTIFICATION NO. PUR/08/R1/PQ/SEC PKG/2024-26	
DATED 17.04.2024	
7. On awarding the contract, can you	
(i) Ensure that the worker engaged by you	
are free from contagious diseases	
(ii) Provide caps to the workers engaged by you to be	
worn while handling the product	
(iii) Provide clean clothing to the workers engaged by you	
(iv) Prohibit smoking, chewing, Eating and drinking in the	
work area	
8. Do you agree to follow the provisions of all relevant	
laws in respect of labour, payment of wages, GMP etc.	
9. Have you read, understood and agree to abide by the terms and	
conditions of the Agreement to be signed by the bidder and the	
company, once the work is awarded.	

एचएलएल लाइ	फकेयर लिमिटेड HLL LIFE	CARE LIMITED	,
	एक उद्यम A GOVT.OF II		
पेरू	र्रकडा. पी.ओ. PEROORKAD	DA. P.O,	
PHONE NO:04	THIRUVANANTHAPU 471 2435325; FAX NO AIL: <u>materialspft@lifecar</u>	0:0471 243501	3;
म्ला निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024		enn.com	
TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2			Date:17.04.2024
			SCHEDULE -G Page 1 of 2
	E FOR VENDOR DEV Illed by New Vend		
NAME OF PRODUCT:			
1. Name & Address of the Manufacturer			
(a) Telephone No.		•	
(b) Fax No.			
(c) E-mail Address			
(d) Name of contact person			
(e) (i) Whether proprietary/partn Limited company.	ership/		
(ii) Furnish Name/'s, address, pl	hone nos. of Propriet	or/	
Managing partner/ M.D / Direc			
(a) Specify whether SSI / MSE unit			
(b) If Yes, pl specify if your unit is ov entrepreneur	wned by : SC/ST / Wo	omen	
2. Details of tax registration		:	
a) GST No.			
3. Name & Address of your Banker(s)			
Account no.		:	
Swift Code			
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			
	NAME AND CL		
Place : Date :	NAME AND SIG	(Office Seal)	HE VENDOR
This is to be filled up by HLL LIFECARE LIM	IITED , THIRUVANAN	THAPURAM	
Recommendation/Remarks of the committee			
<u>Committee Members:</u>			
<u>1. Head of User Department</u>			
2. Head of Purchase Department			
	Page 50 of 63		

तिरुवनंतपुरम THIRUVANANTHAPURAM-695 005 PHONE NO:0471 2435325; FAX NO:0471 2435013; EMAIL: <u>materialspft@lifecarehll.com</u>

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

SCHEDULE - H Page 1 of 3

DECLARATION

I / We confirm having read and understood all the work requirements, instructions, forms, terms and conditions and all other requirements 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.

Place:.... Date:.... SIGNATURE Name, Address & Seal (in case of Society/Organization/Firm)

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED (भारत सरकार का एक उद्यम A GOVT.OF INDIA ENTERPRISE पेरूरकडा. पी.ओ. PEROORKADA. P.O, तिरुवनंतपुरम THIRUVANANTHAPURAM-695 005 PHONE NO:0471 2435325; FAX NO:0471 2435013;

EMAIL: materialspft@lifecarehll.com

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

SCHEDULE - H Page 2 of 3

BID SECURITY DECLARATION

(To be submitted in the letter head of the firm indicating full name and address, telephone & fax numbers etc.)

From

То

The General Manager (COMMERCIAL&BO) HLL Lifecare Limited (A Government of India Enterprise), PEROORKADA FACTORY, Thiruvananthapuram -695 005,

Dear Sir,

I / We, hereby declare that if we withdraw or modify the bids during the period of Validity, we agree to be suspended for the time specified in the Tender Documents.

Yours faithfully,

SIGNATURE OF THE BIDDERWITH SEAL

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

SCHEDULE- H Page 3 of 3

DECLARATION (LEGAL COMPLIANCE)

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, GMP etc. I/We have also fully understood the nature of work and costs involved. The rate quoted by me/us in this bid is all inclusive.

Place:.... Date:....

NAME & ADDRESS

Page **53** of **63**

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED (भारत सरकार का एक उद्यम A GOVT.OF INDIA ENTERPRISE	C		
पेरूरकडा. पी.ओ. PEROORKADA. P.O,			
तिरुवनंतपुरम THIRUVANANTHAPURAM-695 005 PHONE NO:0471 2435325; FAX NO:0471 2435013; EMAIL: materialspft@lifecarehll.com			
TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026	Date:17.04.2024		
	SCHEDULE - I Page 1 of 1		
	1 age 1 01 1		
REQUISITION FORM FOR E-PAYMENT			
(To be submitted in the letter pad of the firm indicating full name and addre numbers etc.)	rss, telephone & fax		
Certified that I am having a Savings / Current Account in <name bank="" of=""></name>			
at <name branch="" of=""></name>	with		
<ifsc code=""></ifsc>			
The Account Number is:			
I wish to receive all payments in this account through NEFT and RTGS systems, as payments relating to this order.	the case may be, for all		
	Name of Bidder		
Place:			
Date:			
(Attach Scanned copy of Cancelled Cheque of above Bank)			
(Attach Scanned Copy of Cancened Cheque of above Dank)			
Dage 54 of 62			
Page 54 of 63			

तिरुवनंतपुरम THIRUVANANTHAPURAM-695 005 PHONE NO:0471 2435325; FAX NO:0471 2435013;

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

SCHEDULE - J Page 1 of 8

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____day of the month of March 2020,

Between

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

And

M/swithofficeat(hereinafter called th shall mean and include, unless the context otherwise requires, hissuccessors 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. 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.

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

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

SCHEDULE - J Page 2 of 8

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 (ime.eis.primaemployeesfaciefoundtobe correctthe bysaHLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERs/ 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:-
- 2.2 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.

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024 SCHEDULE - J Page 3 of 8

- 2.3 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.
- 2.4 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.5 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
- 2.6 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
- 2.7 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.8 The counterparty will not make any false or misleading allegations against HLL or its Associates.
- 2.9 BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.10 The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.11 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.
- 2.12 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

तिरुवनंतपुरम THIRUVANANTHAPURAM-695 005 PHONE NO:0471 2435325; FAX NO:0471 2435013; EMAIL: materialspft@lifecarehil.com

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024 SCHEDULE - J Page 4 of 8

- 2.13 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.14 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 sh disclose filing of tender.

- 2.15 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.
- 2.16 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.

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

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024 SCHEDULE - J Page 5 of 8

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.

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

Clause .5. Consequences of Violation / Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- ii. 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.
- iii. 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.

तिरुवनंतपुरम THIRUVANANTHAPURAM-695 005 PHONE NO:0471 2435325; FAX NO:0471 2435013; EMAIL: materialspft@lifecarehll.com

निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

SCHEDULE - J Page 6 of 8

- vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
 vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be
- liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not

discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.

- ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
- xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

- 7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and addresses of the Monitor(s) to be given).
- 7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

SCHEDULE - J

Date:17.04.2024

Page 7 of 8

- 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 information and documents of the BIDDER/ Subcontractor(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.

<u>Clause.8.</u>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.

तिरुवनंतपुरम THIRUVANANTHAPURAM-695 005 PHONE NO:0471 2435325; FAX NO:0471 2435013; EMAIL : materials aft @lifecarchil.com

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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

SCHEDULE - J Page 8 of 8

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
Sig:	Sig:
Name:	Name:
Designation:	Designation
HLL Lifecare Limited,	
Thiruvananthapuram.	
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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निविदा सं. क्रय/08/आर1/पीक्यू/ सेकंडरी पैकिंग/2024-2026 TENDER NO. PUR/08/R1/PQ/SEC PKG/2024-2026

Date:17.04.2024

SCHEDULE - L

DECLARATION FOR MAKE IN INDIA

Dear Sir/ Madam,

With reference to the above tender for the supply of, we confirm the product offered is with a percentage of local content more than 20% / 50%.

Name & signature of tenderer

Page **63** of **63**