

**HLL LIFECARE LIMITED**  
**(A GOVT.OF INDIA ENTERPRISE)**  
**IRAPURAM FACTORY, VALAYANCHIRANGARA P.O**  
**ERNAKULAM-683556**  
**EMAIL: ifchll@lifecarehll.com**

**Tender No: HLL/IFC/PUR/PEST CONTROL/2020-21**

**तारीख Dated : 05.02.2021**

**TENDER FOR SERVICE OF PEST CONTROL DISINFECTION, RODENT CONTROL & SNAKE REPELLENT, HLL LIFECARE LIMITED, IRAPURAM FACTORY**

<b>S. No.</b>	<b>Event/ Details</b>	<b>Date &amp;Time Details</b>
1	Date of Issue of Tender	05.02.2021
3	Bid submission end date	27.02.2021, 03:00 pm
4	Bid Opening date	27.02.2021, 04:00 pm
5	Tender Processing Fee	Rs.560/-

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### **TENDER NOTICE**

**Sub: FOR SERVICE OF PEST CONTROL DISINFECTION, RODENT CONTROL & SNAKE REPELLENT reg:-**

Sealed and super scribed tenders / quotations under single bid system are invited from agencies/individuals interested for providing service of Pest Control disinfection, rodent control and snake repellent having valid license for pest control service from appropriate authorities. The service has to be provide at HLL Lifecare Limited –Irapuram Factory. Ernakulam The contract shall be for a period of 2 years.

Intending eligible bidders may download the tender documents from the official website i.e. [www.lifecarehll.com](http://www.lifecarehll.com). The bidders downloading the tender documents from our website are required to enclose Demand Draft for Rs.560/- (inclusive of GST) drawn in favor of HLL Lifecare Ltd, payable at Ernakulam towards the cost of tender documents, along with the Bid. **The Tenders not accompanied by the DD for Rs.560/- will be summarily rejected.**

Date of publishing the Tender	: 05.02:2021
The last date of submission of Tender	: 27.02.2021, 3:00pm
Date of opening of Technical Bid	: 27.02.2021, 4: 00pm

**Dy. MANAGER (PURCHASE)**

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**CONTENTS OF BIDDING DOCUMENTS**

**TECHNICAL BID FORMS**

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**How to send the Bid:**

Bid shall be submitted in sealed covers. The bid shall be complete in all respect, the cover containing Bid shall be superscribed with **Tender No: HLL/IFC/PUR/PEST CONTROL/2020-21** and shall be addressed to The UNIT CHIEF, HLL LIFECARE LTD(A Government of India Enterprise), Plot no 1&2, Rubber Park, Valayanchirangara P.O, Ernakulam 683556. e-mail:ifchll@lifecarehll.com. The bid should reach us on or before the due date and time mentioned in the Tender document.

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## **SCHEDULE – A**

### **MINIMUM ELIGIBILITY CRITERIA**

- 1) The tenderer must have license to stock and use of insecticides for commercial Pest control Operations. Copy of the license shall be submitted along with the tender document.
- 2) The tenderer should have minimum three years of experience in commercial pest control operation
- 3) Tender Document Fee as DD of an amount of Rs.560 should be submitted along with the tender.
- 4) The tenderer should willing to deposit 3% of annual contract value as security deposit.
- 5) SSI/MSE units interested in availing exemption from payment of tender fees should submit a valid copy of their Udyog Aadhar registration certificate.
- 6) The price bid of service providers meeting the above eligibility criteria shall only be considered for awarding the contract.

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**SCHEDULE- B**

**TERMS AND CONDITIONS**

1. The areas for the treatment can be done on all working days (Monday to Friday) between 10 AM to 4 PM.
2. The Tenderers shall be experienced and licensed in pest control treatments.
3. The prescribed tender forms can be obtained from the purchase section from 10AM to 4PM on all working days from 05.02.2021. The quotations received after the due date & time shall not be accepted or considered under any circumstances
4. The quotations received shall be opened at 4.00PM on 27.02.2021 in the presence of Company representative. Interested bidders also can be present at the time of bid opening.
5. The tenderer shall provide the detailed description of the material, trade name/chemical name, concentration of the material during use, total dosage quantity, and method of application of the material.
6. The Party should furnish the material data sheet (MSDS) of all the material used for the treatment work which includes
  - a) Safety precautions during handling.
  - b) Antidote treatment which includes the first aid measures, drug therapy, applicable warranty, caution steps.
  - c) Method of handling of the materials and its effect on inhalation, skin and oral toxicity.
  - d) Storage conditions applicable and the package details.
7. The tenderer shall submit reports on Laboratory filed trail details including past technical literature on request from HLL, failing to which the contract shall be cancelled.

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8. The tenderer shall furnish details on environmental friendly measures suggested after application.
9. The tenderer shall furnish environmental clearance certificate (ECC) of each of the materials used to demonstrate that the materials are not hazardous to Environment
10. The Pesticides / chemicals having ISI mark shall only be used for the treatment.
11. The chemicals used as pesticides, disinfectant, rodent control and snake repellent shall be effective in serving the purpose. The contractor shall obtain HLL's approval regarding the quantity of chemicals & its dosage concentration before usage.
12. The contractor shall be fully responsible for the supervision and control of the treatment work and ensuring the safety of the personnel engaged for the work. The contractor shall provide suitable PPEs and safety measures to the personnel engaged for the work.
13. The technician/personnel carrying out the work shall be the employees of the Contractor only and there shall be no employer employee relation between HLL Life care Limited and the technician. The whole supervision and control of treatment shall be with the contractor.
14. The contractor should take necessary Insurance to take care of any eventually for the persons engaged them for doing the treatment work.
15. The contractor at own cost shall bring all materials & equipment required for the treatments.
16. The Statutory payments such as ESI, PF Income Tax, GST etc. as applicable, are to be paid by the contractor.
17. Rodent Control shall be placed at 50 locations (Approximately), disinfection shall be applied area near the factory building, Reception and wash room area (not inside the production area). Snake repellent treatment shall be provided along the entire length of compound wall and drainage lane. The bidder can visit the site and assess the work before participating the tender.
18. The rate should be quoted in the enclosed format.

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19. The validity of the submitted tender shall be 60 days.
20. An amount equivalent to 3 % of the annual contract value including tax shall be remitted as security deposit by the successful tenderer.
21. No advance will be given for the service provided by the contractor and the payment shall be made only on monthly basis on presentation of bill after statutory deductions such as Income Tax, GST & others as applicable
22. Service Report shall be submitted to HLL after performing the treatment which shall be verified for settling the monthly bill. HLL shall verify the effectiveness of the treatment before releasing the payment. If the treatment carried out by the party is not satisfactory the tender shall be cancelled & the security deposit shall be forfeited
23. Failure to provide Service on scheduled period shall be treated as breach of contract and appropriate penal action including forfeiture of security deposit will be effected.
24. The contract/tender shall be for a period of two years. Work order shall be initially issued for a period of one year which shall be extended to one more year based on the satisfactory performance during the first year.
25. The tenderer should ensure that the technicians engaged for the work shall have adequate competency in carrying out the work and shall be aware of the safety precautions to be taken during the work. The technicians deployed for the pest control service should be well behaved and properly trained. The contractor should ensure that technicians engaged for the work shall take all the necessary safety precautions including wearing of PPEs (personal protective equipment). The contractor shall take necessary insurance coverage for the technician engaged by him.
26. The company has the right to terminate the contract in case the performance of the contractor is not satisfactory, by any point of view.
27. The rate finalized against the tender shall remain firm and valid for a period of two years from the date of issuance of work order and no revision/escalation shall be considered

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28. Any delay in receipt of tender shall be at the tenderer's risk. HLL Lifecare Limited reserves the right to reject any or all the tenders without assigning any reason
29. Tender by fax/e-mail shall not be accepted
30. The company has the right to reject or cancel the tender without assigning any reason thereof.
31. In-complete quotation shall be rejected summarily.
32. The Company shall not be liable for the delay in submission of tenders after the due date specified above due to any reason including Postal delays etc
33. In the event of any dispute up to the tender finalization the same shall be referred to Unit Chief – Irapuram Factory, Ernakulam. The decision of Unit Chief - Irapuram Factory shall be final and binding on all the Tenderers / Contractors.
34. HLL Lifecare Limited shall fix the criteria for responsiveness of a Bid based on critical factors in the Tender Document. Bids pronounced non-responsive by HLL shall be summarily rejected.
35. Suppression of facts will disqualify the Bidder.
36. Intending applicants should inspect the buildings and make judicious assessment of the extent of services to be provided. Applicants are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their applications as to the form and the nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their application. An applicant shall be deemed to have full knowledge of the site whether he inspects or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of this application implies that the applicant has read this notice and all the documents and has made himself aware of the scope and specifications of the work/service to be done, local conditions and other factors having a bearing on the execution of the work/service



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.37. **Indemnity Clause** :If the Supplier /contractor fails to execute the order within the time prescribed for the delivery of service or violates or infringes the existing rates as mentioned and agreed to in the tender finalization, the contractor shall and will indemnify the Company against all losses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the Company by reason of non-delivery of goods/service at agreed quantity and rate within the time specified in the Work Order. The Company will initiate legal action if the Supplier/contractor fails to execute the Work Order as per the schedule in the Order for the actual loss suffered or 5% of the total order value whichever is higher along with costs

38) Bid shall be submitted in sealed covers Bid shall be superscribed on covers in order to clearly. Marked with **Tender No: HLL/IFC/PUR/PEST CONTROL/2020-21** Complete in all respect addressed to The UNIT CHIEF,HLL LIFECARE LTD(A Government of India Enterprise) Plot no 1&2, Rubber Park,ValayanchirangaraP.O,Ernakulam-683556,KERALA,INDIA,Tel:0484 2597200, 7034608534. Should reach us on or before the due date and time mentioned in the Tender document.

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**SCHEDULE –C  
PART-1**

**QUESTIONNAIRE TO BE FILLED FOR MINIMUM ELIGIBILITY CRITERIA  
FOR DISINFECTION, RODENT CONTROL & SNAKE REPELLENT**

1	Have you enclosed self-attested copy of the following for each offered vehicles a) LICENCE TO STOCK AND USE OF INSCTICIDES FOR COMMERCIAL PEST CONTROL OPERATIONS	Yes/No
2	Do you agree to provide Security deposit of 3% of the annual rate agreed per vehicle including tax?	Yes/No
3	Have you enclosed the Tender Fee?	Yes/No
4	Have you enclosed the duly filled up & signed Tender Form?	Yes/No
5	Have you submitted experience certificate as mentioned in the Tender Document?	Yes/No

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

**Place:**

**Date :**

**NAME & SIGNATURE OF THE BIDDER**

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**PART-II**

**GENERAL INFORMATION OF VENDOR**

<u>Sl.No</u>	<u>Particulars</u>	<u>Documents to be given</u>
1	Tender No.	
2	Name and Address of Tenderer	
3	Contact Details:      Office Phone Mobile phone e-mail address	
5	PAN No	
6	GST registration	

**INFORMATION RELATED TO CHEMICALS**

	Name of the Pesticides proposed to be used for the treatment	Quantity of chemicals required	Price of the chemicals per Kg	Whether the Manufacturer of the Pesticides is having Licence	Whether the Pesticides is with ISI Mark
1	For Disinfection 1..... 2..... 3.....			Yes/No Yes/No Yes/No	Yes/No Yes/No Yes/No
2	For Rodent Control 1..... 2..... 3.....			Yes/No Yes/No Yes/No	Yes/No Yes/No Yes/No
3	For Snake Repellent 1..... 2..... 3.....			Yes/No Yes/No Yes/No	Yes/No Yes/No Yes/No

**Place:**

**Date**

**NAME & SIGNATURE OF THE BIDDER**

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**SCHEDULE -D**

**DECLARATION**

We confirm having read and understood all the Pest Control requirements, instructions, forms, terms and conditions and all other requirements of the tender – Tender No: **HLL/IFC/PUR/PEST CONTROL/2020-21 dated 05.02.2021** (both expressed and implied) in full and the offer being submitted is as per the requirements given in this Bid and that We agree to abide by all without any deviation.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned in the tender/ work order above, in accordance with the delivery schedule specified in the tender documents/ work order issued by HLL..

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form, for due performance of the contract.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities. We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

SIGNATURE:

NAME & ADDRESS OF TENDERER

(Seal of the tenderer)

Place:

Date:

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**SCHEDULE – E**

**PRE-CONTRACT INTEGRITY PACT**

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month of ----- 2020,

**Between**

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

**And**

M/s \_\_\_\_\_ with office at .....represented by Shri \_\_\_\_\_ , Chief Executive Officer (hereinafter called the “BIDDER/Seller”/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

**Preamble**

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

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

NOW, THEREFORE,

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

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

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2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

**Clause.1. Commitments of HLL**

- 1.1 HLL undertakes that HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HLL will report to Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

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**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.
- 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,

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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.
- 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 shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.15 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.



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- 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 BIDDER's exclusion from the tender process

**3.2**

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

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

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

**4.1**

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

**4.2**

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

**4.3**

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

**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:-

**HLL LIFECARE LIMITED**  
**(A GOVT.OF INDIA ENTERPRISE)**  
**IRAPURAM FACTORY, VALAYANCHIRANGARA P.O**  
**ERNAKULAM-683556**  
**EMAIL: ifchll@lifecarehll.com**

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- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
- iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
- vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
- vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
- ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

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- x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
- xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

**Clause.6. Fall Clause**

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

**Clause .7. Independent External Monitor(s)**

- 7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and addresses of the Monitor(s) to be given).
- 7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

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- 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.

**Clause.8.Criminal charges against violating Bidder(s)/  
\_\_\_\_\_ Contractor(s)/ Subcontractor(s)**

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

**Clause.9. Facilitation of Investigation**

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

**Clause.10. Law and Place of Jurisdiction**

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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.

**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.

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**Clause. 13. Other provisions**

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

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

**HLL**

**BIDDER**

Name:  
Designation:  
HLL Lifecare Limited,  
Thiruvananthapuram.

Chief Executive

Witness

Witness

1.....

1.....

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**SCHEDULE – F**

**PRICE BID FORM-**

Sl.No:	Name of the Treatments	Total Area	Periodicity of treatment	Rate Quoted (Rs.)	
				Monthly	Yearly
1	Disinfestation	Premises near the factory building, Wash Room & Reception area	Once in a month		
2	Rodent Control	Factory Premises	Twice in a month		
3	Snake repellent	Near Compound wall and drainage lanes.	Once in a month		
<b>TOTAL</b>					

**\*The rate should be quoted including GST**

**DECLARATION BY BIDDER/TENDERER**

I / we agree to provide the Pest Control Service as per the terms and conditions mentioned and at the rate quoted above. We confirm having read and understood the work requirements, instructions, forms, terms and conditions and all relevant information regarding the Tender No: **HLL/IFC/PUR/PEST CONTROL /2020-21** dated 05.02.2021 and agree to abide by all without any deviation from what are stated above and contained therein in the Tender Notification.

SIGNATURE:

NAME & ADDRESS OF BIDDER

Place:

Date: