

# REQUEST FOR QUOTE

Document for

**IDENTIFICATION OF STRATEGIC BUSINESS PARTNER  
FROM EMPANELLED FIRMS FOR PROVIDING  
MANPOWER SUPPLY IN SAIL HOSPITALS AND  
ASSOCIATED ESTABLISHMENTS**

*RFQ No: HLL/HCS/RFQ/2024-25/03 Dated 10.06.2024*



## **HLL LIFECARELIMITED**

(A Govt. Of India Enterprise)

CIN : U25193KL1966GOI002621

**HLL Bhavan, Poojappura,**

**Thiruvananthapuram -695012, Kerala, India**

**Tel: 0471 2354949, email:hcstenders@lifecarehll.com**

**www.lifecarehll.com**

**NOTICE INVITING REQUEST FOR QUOTE (RFQ) FOR IDENTIFICATION OF STRATEGIC BUSINESS PARTNER FROM EMPANELLED FIRMS FOR PROVIDING MANPOWER SUPPLY IN SAIL HOSPITALS AND ASSOCIATED ESTABLISHMENTS**

HLL Life care Limited, a Government of India Enterprise, invites financial quotes from empaneled firms (Support Services Management in Healthcare Facilities) for manpower supply in SAIL (Steel Authority of India Limited) hospitals and associated establishments under the terms and conditions laid out in this RFQ document. Brief details of RFQ are as below.

RFQNo	:	HLL/HCS/RFQ/2024-25/03 Dated 10.06.2024
RFQ PUBLISHING DATE	:	10.06.2024
Scope of Work	:	As per Section-4
LAST DATE AND TIME FOR RECEIPT OF RFQ	:	25.06.2024 14.00 hrs
PREBID MEETING	:	15.06.2024, 11.00 HRS at HLL Lifecare Limited, Central Marketing Office, HLL Bhavan, #26/4, Tambaram-Velachery Main Road, Pallikaranai, Chennai-600 100
TIME AND DATE OF OPENING OF THE RFQ	:	26.06.2024 14.00 hrs
EMD	:	Rs. 90 Lakhs
PLACE OF OPENING OF RFQ	:	HLL LIFECARE LIMITED HLL BHAVAN, POOJAPPURA, THIRUVANANTHAPURAM, KERALA- 695012 PHONE NO: 0471 2354949
ADDRESS FOR COMMUNICATION	:	AVP(HCS) i/c HEALTHCARE SERVICES DIVISION HLL LIFECARE LIMITED, HLL BHAVAN, POOJAPPURA, THIRUVANANTHAPURAM, KERALA- 695012 PHONE NO: 0471 2775500
EMAIL ID	:	<a href="mailto:hincaretenders@lifecarehll.com">hincaretenders@lifecarehll.com</a>

**AVP(HCS)i/c**  
**HEALTHCARE SERVICES DIVISION**

### DISCLAIMER

The information contained in this document is confidential in nature. The bidders shall not share this information with any other party not connected with responding to this RFQ Document. All information contained in this Notice Inviting Tender (NIT) provided / clarified are of good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

The information contained in this RFQ Document or subsequently provided to Bidder(s) whether verbally or in writing by or on behalf of HLL Lifecare Limited (HLL) shall be subject to the terms and conditions set out in this RFQ Document and any other terms and conditions subject to which such information is provided. Though adequate care has been taken in the preparation of this RFQ document, the interested firms shall satisfy themselves that the document is complete in all respects. The information is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the last date of submission of RFQ mentioned in the document, it shall be deemed that the RFQ document is complete in all respects and firms submitting their bids are satisfied that the RFQ document is complete in all respects. If a bidder needs more information than what has been provided, the potential bidder is solely responsible for seeking the information required from HLL.

HLL reserves the right to provide such additional information at its sole discretion. In order to respond to the Bid, if required, and with the prior permission of HLL, each bidder may conduct his own study and analysis, as may be necessary. HLL reserves the right to reject any or all of the applications submitted in response to this RFQ document at any stage without assigning any reasons whatsoever. HLL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFQ. HLL reserve their right to not to proceed with the project or to change the configuration of the project, to alter the timetable reflected in this document or to change the process or procedure to be applied in planning/execution. HLL also reserve their right to decline to discuss the project further with any party after submitting the tender.

HLL reserves the right to change/modify/amend any or all of the provisions of this RFQ document. Such changes would be posted on the website of HLL ([www.lifecarehll.com](http://www.lifecarehll.com)) and the CPP portal. Neither HLL nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract, to the principles of restitution for unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ document, any matter deemed to form part of this RFQ document, the award of the Assignment, the information and any other information supplied by or on behalf of HLL or their employees and Bidder or otherwise arising in any way from the selection process for the Assignment.

### DEFINITIONS

- a. "HLL" shall mean HLL Lifecare Limited, a public sector enterprise under Ministry of Health and family Welfare , Govt of India .
- b. "Earnest Money Deposit (EMD)" shall mean the amount to be deposited by the Bidders with the Bid.
- c. "SAIL" or "Client" means Steel Authority of India Limited or their authorized representatives.
- d. "Contract Agreement" shall mean the agreement to be signed between the Successful Bidder and HLL for the execution of the Project.
- e. "Evaluation Committee" shall mean the committee constituted by HLL for the evaluation of the bids.
- f. "NOA" Notification of Award shall mean the letter issued by the HLL to the Successful Bidder
- g. "Project" shall mean providing Manpower supply service to SAIL hospitals for which this RFQ has been issued.
- h. "SBP" or " Service Provider" shall mean Strategic Business Partner finalized through this RFQ
- i. "Site" shall mean the places where the location of the SAIL for which the services as mentioned under the scope of work for the Project are to be carried out and the details of which are provided in this RFQ
- j. "Start of Work" shall mean the date of commencement of works by the SBP.
- k. "SSW" shall mean Semi-Skilled Worker
- l. "USW" shall mean Un Skilled Worker
- m. "MTS " shall mean Multi-Tasking Staff
- n. "CIN" shall mean Corporate Identification Number
- o. "EPF" shall mean Employee Provident Fund
- p. "ESI" shall mean Employee's State Insurance
- q. "HRA" shall mean House Rent Allowance
- r. "GST" shall mean Goods & Services Tax
- s. "RTGS" shall mean Real Time Gross Settlement
- t. "NEFT" shall mean National Electronics Funds Transfer

## **SECTION-1 INSTRUCTIONS TO BIDDERS (ITB)**

### **1. COMPANY BACKGROUND**

**HLL Lifecare Limited** is a Government of India “Mini Ratna” Public Sector Enterprise, under the Ministry of Health and Family Welfare, Government of India. (Hereinafter known as “HLL”). Over the years, HLL has grown to serve many new areas in the field of healthcare in India in addition to manufacturing of contraceptives, and medical products.

HLL’s purpose of business is “to be a globally respected organization focusing on inclusiveness by providing affordable and quality healthcare solutions through continuous innovations”. In its quest to become a comprehensive healthcare solutions provider, HLL had diversified into hospital products and healthcare services, while nurturing its core business of providing quality contraceptives.

#### **Healthcare Services Division**

The Healthcare Service Division (HCS) of HLL is setting up and operating High-end path lab facilities and imaging centres across the country partnering with various State Governments and Central Government Institutions. The purpose of this division is to make available the high end path lab diagnostic facilities and imaging facilities to poor and needy patients at a much affordable rates. At present, HCS division of HLL has its presence in seven states.

### **2. INTRODUCTION**

Healthcare Services (HCS) Division plans to expand its business by foraying into Hospital management services with emphasis on non-clinical services. Healthcare Services (HCS) Division has analyzed the potential of this market and plans to form a new Business segment to capitalizing on its core capabilities and business infrastructure. HCS intended to associate with reputed entities that are having proven track record and necessary infrastructure in this field. Accordingly, HLL had invited an Expression of Interest (EOI number: HLL/CHO/HCS/HM/2022-23/03 Dated 21-03-2023) for empanelment of Strategic Business partners for support services management in healthcare facilities. This EOI was floated in e-procurement portal of Government of India and after scrutiny the firms who met the EOI qualification criteria were empanelled.

As per EOI terms, on case to case basis whenever requirement arises, financial offers will be invited from the technically qualified firms against the specific technology for which they are qualified. Final selection will be done based on the weight-age as detailed below.

Sl.No	Overall Criteria	Weightage
1	Technical-Commercial Evaluation	70%
2	Price Bid Evaluation	30%

### 3. SCOPE OF RFQ:

HLL had signed an MoU with Steel Authority of India Limited (SAIL) for providing manpower under various categories for its day-to-day operations at SAIL hospitals, health centers and other establishments across India. Detailed scope of work for each service is given at Section 4. Duration of engagement will be for a period of 3 (THREE) years which may be extended twice for a further period of one year each on mutual consent. HCS intends to execute this project with support from a Strategic Business Partner (SBP) who will be selected from the empaneled list of SBPs as mentioned above.

The agreement between HLL and SAIL is on project management consultancy model with 5.50% of the project cost as service charge to HLL. Engagement of the SBP will be on service charge sharing model with a minimum assured share of 50% to HLL. Entire scope of work is divided in to three clusters. HLL intends to award as detailed in the Section-5 Selection Process. Details of clusters given in Annexure-4

#### 3.1 Scope of Strategic Business Partner

- To provide all services specified in the Scope of Work of this RFQ (Detailed Scope of work is given at Section-4) with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry.
- Incur necessary capital expenses including providing necessary infrastructure and accessories essential for the performance of the scope of work etc as per the requirement of HLL.
- Meet all the operational, maintenance and other recurring expenses during the day to day execution of the project
- To employ appropriate advanced technology, systems, best practices, safe and effective equipment, machinery, material, and methods. The SBP shall always act, in respect of any matter relating to this assignment, as faithful advisors to the HLL and shall, at all times, support and safeguard the HLL's legitimate interests in any dealings with third parties.
- Ensuring uninterrupted operations during period of engagement
- Any other related work assigned by HLL for smooth setting up and execution of project.
- Meet all statutory and regulatory guidelines and requirements
- Maintain the quality standards and the strict adherence to the SOP/protocols

- Daily, Weekly, monthly Reports and Coordination with all stakeholders.
- To maintain highest quality standards for the service delivery to beneficiaries at all times.
- To take insurance policies covering all risks caused to and caused by the employees / labours placed by them. The absence of any such insurance shall be at the cost and risk of the SBP.
- Timely release of salary to the employees / labours placed by them.
- Ensure adherence with Minimum wages Act and all other statutory obligations applicable during the currency of contract.
- Working hours would be normally 8 hours per day during working days and applicable weekly off and other eligible leave as per applicable law shall be given to the staff. In case of such leaves retainer arrangements shall be made by the SBP at no additional cost to HLL.
- To ensure that all the personnel engaged by the SBP shall have to be in proper uniform during duty hour. Uniform, ID card and other allied requirement as approved by HLL.
- To ensure that all the personnel engaged by the SBP shall bear photo identity cards during the duty hour. (The Photo Identity Card shall be duly verified and countersigned).
- To ensure placement of qualified and dedicated personnel to perform and supervise the activities under scope of work and to ensure quality and efficiency in service and also to act as a contact person to co-ordinate and interact with the stakeholders.
- SBP has to arrange a system/software to capture and record all activities in order to facilitate the invoice preparation and submission by HLL to SAIL. HLL shall have full access to this system/software.
- To maintain location-wise log book to record all activities carried out for checking and reference.
- To ensure that all standard safety norms are been followed during execution of work by the SBP to avoid accidents causing damages to personnel, machines, buildings, etc.
- To ensure that the personnel deployed should be polite, cordial and efficient while on duty and their actions should promote goodwill and uphold the image of the HLL and its Client.
- To comply with all applicable laws, rules, and regulations in the performance of their obligations under the contract.
- To obtain and maintain all necessary licenses and permits required for the provision of the services under the contract.

- To ensure timely payment / contribution of the EPF, ESI, Bonus, Gratuity etc as per the relevant rules and norms. SBP will be solely responsible for any consequential events due to failure of the same.
- Maintaining of All registers including attendance registers and other documents required for proper recording of the activities under scope of work and invoice preparation.

### **3.2 Scope of HLL**

- The complete Strategic Design, Planning and execution of the project
- Project operation monitoring and coordination
- Formulation of SOP and operational protocols
- Formulation of quality standards and QA protocols
- Periodic Reviews to ensure compliance with obligations and timelines
- Obtain the regulatory compliances for HLL

### **4. Selection Criteria**

1. HLL intends to execute this project on a Service charge sharing basis.
2. SBP has to provide services as detailed in Scope of work of this RFQ document.
3. As per the agreement with SAIL, HLL will receive the payment for the services after submission of bills. For this SBP must support HLL to complete all its obligations and facilitate the timely submission of invoice by HLL within the timelines, by providing necessary documentations and payment certifications.
4. Against the payment received from SAIL, HLL will retain the Service charge share as agreed by SBP through their financial bid. Remaining eligible amount, after deducting all expenses incurred by HLL and applicable statutory deductions, shall be released to strategy partner.
5. Any expense incurred to HLL on account of operations, administrative, recruitment, legal or other with respect to this project will be deducted from the payment of SBP.
6. Financial Quote has to be submitted as per the format provided in CPP portal.
7. SBP shall make independent assessment of proposed project and submit their financial quotes. Financial quote of the SBPs shall specify the Service charge share percentage acceptable to share with HLL for this project. Financial quotes will be evaluated based on the Service charge share percentage to HLL over and above the minimum share value of 50% through QCBS Method.
8. Bidders will be evaluated based on the QCBS method and will be awarded for each clusters as detailed in Section-5, Selection Process



9. Period of engagement will be terminated on completion of the project or closure of the project by HLL's clients after issuing sufficient notice period to HLL as per the agreement terms.
10. HLL will have the right to reject proposals if they are found to be unacceptable.

**5. General Terms and Conditions**

<b>1.</b>	While this RFQ has been prepared in good faith, HLL does not make any commitment or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omission herein, or the accuracy, completeness or reliability of information contained herein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this request, even if any loss or damage is caused by any act or omission on its part.
<b>2.</b>	The process of inviting RFQ is for ascertaining various options available to HLL. After evaluation / examination of the offers, HLL may at its sole discretion decide further course of action.
<b>3.</b>	On submission of financial bid, participant confirms its acceptance to all terms and conditions of RFQ and scope of work.
<b>4.</b>	On submission of financial bid, participants must ensure and confirms to HLL that they have complied with applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an adverse Effect on its ability to perform its obligations under the scope of work of this RFQ
<b>5.</b>	RFQ participants are requested to keep the information and details strictly confidential.
<b>6.</b>	HLL shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their RFQ and other expenses.
<b>7.</b>	HLL reserves the right to deal with the proposal in any manner without assigning any reasons for the same. The decision of HLL in this regard shall be final.
<b>8.</b>	The Bidder to indemnify HLL from any claims / penalties / statutory charges, liquidated damages, etc as charged by the client.

**6. PENALTY CLAUSE:**

- 6.1. If the SBP fails to provide the intended manpower to HLL on any day/time, penalty of double the wages/ as in line with the agreement executed between HLL & Client shall be imposed.
- 6.2. The Penalties / fines imposed by statutory authorities such as ALC, RLC, EPF, ESI, PASARA, Authorities, etc. on HLL will be deducted at actuals from the SBP bills on back-to-back basis.

- 6.3. The damages if any arises due to negligence of workmen provided by the SBP or its representatives, the cost of damages as decided by HLL will be deducted from the monthly claim bill.
- 6.4. HLL authorities shall not be responsible for any accidents, injuries, diseases occurred during carrying out the above work. To prevent such incidents, the SBP shall take the appropriate protective and safety measures.
- 6.5. For misconduct or indiscipline of any employee including criminal activities, the SBP shall be responsible to take action against him/her as per the laws/rules.
- 6.6. Any penalty imposed by client against non-compliance/ non-performance of contract terms will be deducted from the subsequent running bill on back-to- back basis including actual loss of HLL due to taxes paid to Govt. like GST etc. or on any account.

## **7. SUBMISSION OF BIDS**

The Interested bidder shall submit their bid online only through the Government e-Procurement portal (URL: <https://etenders.gov.in/eprocure/app>) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the Interested bidders shall download 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 can be downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online.

## **8. GENERAL INSTRUCTIONS TO BIDDERS:**

- 8.1. This RFQ is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>
- 8.2. RFQ documents can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-RFQ shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.
- 8.3. The RFQ and its corrigendum/extension will also be published in our company website, URL address: <http://www.lifecarehll.com/tender>.
- 8.4. The RFQ 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 RFQ document.
- 8.5. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. RFQs/bids shall be

accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late RFQs will not be accepted.

- 8.6. 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 shall be rejected.
- 8.7. Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available 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.
- 8.8. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the RFQ Enquiry Document.
- 8.9. 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 submitting their bids online on the Government eProcurement Portal.
- 8.10. **Registration**
- 8.10.1. 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.
- 8.10.2. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 8.10.3. 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.
- 8.10.4. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days’ time. The bidders are required to have Class II or above digital certificate or above 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.

- 8.10.5. 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.
- 8.10.6. 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.
- 8.10.7. 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/SBP. The bidders, who submit their bids for this RFQ 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 RFQ.
- 8.10.8. Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- 8.10.9. 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 DSC's to others which may lead to misuse.
- 8.10.10. 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 RFQ.
- 8.11. **Searching for RFQ Documents**
- a) There are various search options built in the CPP Portal, to facilitate bidders to search active RFQs by several parameters. These parameters could include RFQ ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for RFQs, wherein the bidders may combine a number of search parameters such as Organization
- b) Once the bidders have selected the RFQs they are interested in, they may download the required documents/RFQ schedules. These RFQs can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the RFQ document.
- c) The bidder should make a note of the unique RFQ ID assigned to each RFQ, in case they want to obtain any clarification/help from the Helpdesk

**8.12. Preparation of Bid**

- a) Bidder should take into account any corrigendum published on the RFQ document before submitting their bids.
- b) Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.
- c) Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.
- d) If the addendum thus published does involves major changes in the scope of work, theTender 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 addendum published.
- e) Please go through the RFQ 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.

8.13. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>

8.14. 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: -

8.15. 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 Note:- International Bidders are requested to prefix +91 as country code E-Mail Support: For any Issues or Clarifications relating to the published RFQs, bidders are requested to contact the respective RFQ Inviting Authority Technical - support-eproc@nic.in, Policy Related - cPPP-doe@nic.in

8.16. Bidders are requested to kindly mention the URL of the portal and RFQ ID in the subject while emailing any issue along with the contact details.

8.17. Any queries relating to the RFQ document and the terms and conditions contained therein should be addressed to the RFQ Inviting Authority for a RFQ or the relevant

contact person indicated in the RFQ. Address for communication and place of opening of bids:

**Associate Vice President (HCS)<sup>(i/c)</sup>**  
**Healthcare Services Division**  
**HLL Lifecare Limited**  
**HLL Bhavan, Poojappura, Thiruvananthapuram - 695012,**  
**Kerala, India**  
**Tel: +91 4712354949 , Email – hcstenders@lifecarehll.com**

- 8.18. The bids shall be opened online. If the RFQ opening date happens to be on a holiday or non-working day due to any other valid reason, the RFQ opening process will be done on the next working day at same time and place.
- 8.19. More details can be had from the Office of the Associate Vice President (HCS) (i/c) during working hours. The RFQ 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.
- 8.20. 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.
- 8.21. Online RFQ Process:

The RFQ process shall consist of the following stages:

- i. Downloading of RFQ document: RFQ document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
- ii. Pre bid meeting : A pre bid meeting will be conducted as per the details given in the notice inviting EOI. Interested participants will have the option to attend the meeting through online link provided in this document.
- iii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) 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 RFQ 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 RFQ and Award of contract: The financial bids will be opened, evaluated and finalized as per the criteria detailed in this RFQ document.
- 8.22. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected outrightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
- 8.23. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.
- 8.24. HLL Lifecare Limited Ltd reserves the right to amend or withdraw any of the terms and conditions contained in the RFQ document including scope of work or reject any or all RFQs without giving any notice or assigning any reasons.
- 8.25. 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 bid online on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).  
Note: - It is necessary to click on "Freeze bid" link / icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

## **9. DEADLINE FOR SUBMISSION OF THE RFQ FOR INTERESTED BIDDERS**

- 9.1. Bid shall be received only online on or before the date and time as notified in RFQ.
- 9.2. 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).
- 9.3. Modification, Resubmission and Withdrawal of RFQs  
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.

- 9.4. 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.
- 9.5. The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

## **10. AMENDMENTS TO RFQ DOCUMENTS:**

- 10.1. At any time prior to the deadline for the submission of RFQ, HLL may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the RFQ Document by an amendment notice.
- 10.2. In order to allow Bidders reasonable time for preparing their Bids after taking into account such amendments, HLL may, at its discretion, extend the deadline for the submission of Bids.

## **11. SUBMISSION OF RFQ**

- 11.1. The eligible participant shall submit their RFQ online only through the Government eProcurement portal (URL: <https://etenders.gov.in/eprocure/app>) as per the procedure laid down for e-submission as detailed in the web site. The Participant shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of RFQs, a system generated receipt can be downloaded by the participant for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online.
- 11.2. The tender is invited in a single Envelope system from the registered and eligible firms at CPP Portal. The mandatory documents to be uploaded are as below:
  - a) Covering letter for the Bid in Form A.
  - b) Earnest Money Deposit in the form of Bank Transfer / a Demand Draft for amount for required works mentioned in clause no.13.
  - c) Signed Integrity pact as per Section -6
  - d) MSME registration details, if applicable
  - e) Financial bid offer as per the BoQ format provided in the procurement portal
- 11.3. **Through submission of financial Bid, it is considered that participant agrees to all terms and conditions of this RFQ.**

Note:-

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.

## **12. BID OPENING AND EVALUATION**

Bids of Interested bidders shall be opened on the specified date & time, by the RFQ inviting authority or his authorized representative in the presence of bidders or their designated



representatives who choose to attend.

**13. BID OPENING PROCESS**

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.

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

**14. CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract 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.

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.

**15. BID VALIDITY**

15.1. Bids shall remain valid for three months beyond the period of engagement or additional extended time period as decided by HLL from the date of notification of Award. A bid valid for a shorter period shall be rejected by HLL as non-responsive.

15.2. 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 email. A bidder may refuse the request without forfeiting its bid security (if applicable). A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security (if applicable) for the period of the extension.

**16. BID SECURITY (EMD)**

Bidder has to submit the amount mentioned in the Notice inviting RFQ as bid security for this RFQ. EMD shall be paid, thru RTGS/NEFT transfer in the following HLL A/c details:

Account No	:	00630330000563
IFSC Code	:	HDFC0000063
Bank Name	:	HDFC BANK
Branch Name	:	Vazhuthacaud

If the EMD submitted by the bidder for the empanelment process is available with HLL, bidder will have the option to make payment for the remaining amount against the EMD for this RFQ.

The Bid Security (EMD) of the successful Bidder will be discharged when the Bidder has furnished the required Security Deposit and acceptance of LOI/Work order.

The Bid Security may be forfeited:

(a) If a Bidder:

- Changes its offer/bid during the period of bid validity or during the validity of the contract.
- Does not accept the correction of errors

(b) In the case of the successful Bidder, if the Bidder fails:

- To sign the Agreement
- To deliver the services within stipulated time frame.
- To accept the Notification of award and/or submit the security deposit.
- To acknowledge the Notification of award within 5 days from the date of issue by sending the signed copy of the same.
- to furnish the Performance Security within the specified time period

In such cases the work shall be rearranged at the risk and cost of the selected bidder. The Bid Security deposited will not carry any interest.

START UP/MSE units interested in availing exemption from payment of Bid Security should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyam. If the bidder is a MSE, it shall declare in the bid document the Udyam Memorandum Number issued to it under the MSME 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.

**17. PREFERENCE TO MAKE IN INDIA PRODUCTS (FOR BIDS < 200 CRORE):**

- 17.1. Preference shall be given to Class 1 local supplier as defined in Public Procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier will be as defined in Public Procurement (Preference to Make in India), Order 2017.

17.2. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor and if the OEM is a company then by a practicing cost accountant or a chartered accountant for OEM's other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 16.09.2020. Only Class-I and Class-II Local suppliers as per MII order dated 16.9.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 16.09.2020 is not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

**18. BIDDERS QUOTING EQUIPMENT MANUFACTURED IN COUNTRIES SHARING LANDBORDER WITH INDIA:**

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with Competent Authority, as specified in Annex I of order F.No.6/18/2019-PPD dated 23-July-2020 and bidder must comply with all provisions mentioned in the order with subsequent amendment/ modifications, if any. Said order is available for download from the website of Department of Expenditure (DoE), Public Procurement Division, Ministry of Finance'.

**19. ALTERATIONS AND ADDITION**

- 19.1. 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 initialed by the person or persons signing the bid.
- 19.2. The Interested bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. Any bidder who fails to comply with this clause will be disqualified.

**20. NOTIFICATION OF AWARD**

- 20.1. Successful participants after evaluation of financial bid will be notified through a Notification of Award issued by HLL.
- 20.2. Selected participants has to submit performance security as specified in this RFQ
- 20.3. After receipt of performance security an agreement will be entered with the successful participant.

**21. DURATION OF ENGAGEMENT**

Period of engagement of SBP for each cluster will initially be for Three (3) years and may be extended / reduced for a period as per the terms with SAIL, subject to satisfactory performance by the party. HLL reserves the right to increase or decrease the project as deemed necessary.

**22. CONFLICT OF INTEREST.**

The selected SBP shall not engage in activities that are in conflict with interest of the client (HLL) under the assignment and they would not engage in any contract that would be in conflict of interest with their current obligations. The selected SBP that has a business of family relationship with such members of HLL staff who are directly or indirectly involved in this assignment will not be awarded the assignment.

**23. PERFORMANCE SECURITY**

The selected strategy partner/s for each cluster has to submit an irrevocable and unconditional guarantee from a Bank for a sum (3% of the contract value) as mentioned in the Notification of Award in the form provided by HLL. Until such time the Performance Security is provided by the strategy partner and the same comes into effect, the Bid Security shall remain in force and effect, and upon provision of the Performance Security, the HLL shall release the Bid Security (EMD) to the Strategy partner. No interest shall be payable by HLL against the Performance Security.

**Appropriation of Performance Security:**

Upon occurrence of a Strategy partner Default, the HLL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for and in respect of such Strategy partner Default. Upon such encashment and appropriation from the Performance Security, the Strategy partner shall, within 30 days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security by the HLL, provide a fresh Performance Security, as the case may be, failing which the HLL shall be entitled to terminate the Agreement with Strategy partner. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Strategy partner shall be entitled to an additional Cure Period of 15 days for remedying the Strategy partner Default, and in the event of the Strategy partner not curing its default within such Cure Period, the HLL shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate the Agreement with Strategy partner.

**Release of Performance Security:**

The Performance Security shall remain in force and effect for the entire period of the Agreement, shall be released after 90 (ninety) days of Transfer Date in accordance with the Agreement with Strategy Partner.

**24. COURT JURISDICTION:**

In the event of any dispute arising out of this agreement, the parties agree that the courts of Thiruvananthapuram, Kerala alone will have exclusive jurisdiction.

**25. INDEMNITY**

The Interested Bidder shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Bidders/SBPs breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /Bidders.(iii) any product/service liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate.

**26. HLL'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

- 26.1. HLL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award Contract award, without thereby incurring any liability to the affected bidder or bidders.
- 26.2. HLL does not bind itself to accept the highest or any bid and reserves the right to reject any or all bids at any point of time prior to the issuance of the Notice of award/Letter of intent/Purchase order without reason whatsoever.
- 26.3. HLL reserves the right to resort to retendering without providing any reasons whatsoever. The purchaser shall not incur any liability on account of such rejection. The purchaser reserves the right to modify any terms, conditions or specifications for submission of offer and to obtain revised bids from the bidders due to such changes, if any.
- 26.4. Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the bidder from its empanelment.
- 26.5. HLL reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the purchaser's action.

**27. GOVERNING LANGUAGE**

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**28. TERMINATION**

HLL reserve right to terminate/ cancel the Notification of award at any time for any reason without any liability on HLL.

**29. PAYMENT TERMS**

- 29.1. HLL will claim payments from SAIL on monthly basis by submitting invoices before 7th of each month based on the services performed in a month. In order to facilitate the same SBP shall submit necessary documents and data before 5th day of each month and facilitate the HLL's invoice submission on time.
- 29.2. SBP shall be paid the charges for amount spent by them towards wages and other statutory dues like PF, ESI, Bonus and other payments as applicable to the concerned Plant/Unit for the contractually deployed manpower on Gross/Consolidated Pay subject to the limit of Gross monthly rate chargeable to SAIL as shown at Annexure 7. SBP shall make disbursement of wages indicating payments made under different heads on or before the 4th of next month for the wages of preceding month to the outsourced manpower after adjusting necessary deductions like PF, ESI etc., (electricity charges, house rent, water charges if applicable). It will be ensured by SBP that payment of wages is not less than minimum notified wages of respective State.
- 29.3. The SBP shall submit all documents pertaining to the above on monthly basis along with following charge(s), wherever applicable.
- (a) any statutory variations, revision in minimum wages, bonus as per bonus act, gratuity if applicable etc. shall be paid at actual.
  - (b) Wages / benefits for eligible leave days as provided by applicable law shall be reimbursed at actual.
- 29.4. The final monthly bill / Tax-invoice (for 100% payment incl. corrections, if any) raised by SBP should separately show the amount in respect of minimum wages + allowances, if any, EPF, ESI on the monthly billing, Service charge share quoted through this RFQ and GST. The following documents must be attached along with the monthly bill by HLL:
- a) Proof of transferring monthly charges in the bank account(s) of the outsourced manpower along with a declaration that full payment to the outsourced manpower deployed for the preceding month has been made.
  - b) Copies of authenticated documents pertaining to proof of payment of contributions to preceding month's EPF, ESI GST and other charges, with the respective authorities

- along with a declaration regarding compliance of all terms of payment of amount of EPF, ESI and GST to the concerned authorities.
- c) Attendance registered by the contractually deployed manpower duly signed by the representative of HLL and accepted by the concerned Head of Medical Dept. / authorized representative at the respective Plant/Unit of SAIL.
- 29.5. The salary to employees shall be disbursed by SBP within 5<sup>th</sup> of every month irrespective of the payment receipt from HLL.
- 29.6. SBP shall be solely responsible and liable for all statutory payments due to the manpower outsourced from them for deployment by HLL in SAIL Hospitals/Health Centres/other establishments including wages, Bonus, if applicable as per statute, statutory payments, Contribution to Provident Fund and Employee State Insurance and all other payments of whatsoever nature. In the event of any increase in SBP's statutory liabilities towards the outsourced manpower deployed in SAIL Hospitals/Health Centres during the period of this agreement, they may seek a commensurate increase in monthly charges along with service charges payable thereon, subject to approval from SAIL, and upon finalizing the rate applicable as per the statutory revisions, the increase in charges, as mutually agreed shall thereafter become payable from the effective date of such statutory notifications.
- 29.7. HLL will retain the Service Charge share as agreed by SBP through their financial bid. Remaining amount, after deducting all expenses incurred by HLL and statutory deductions, will be released to SBP. HLL will release payments to SBP within 30 days of receipt of payment by HLL from SAIL.
- 29.8. All the payment conditions, documents required for payment release, billing procedure etc shall be in line the respective conditions of the agreement between HLL and SAIL. Payment against any invoice raised by SBP during engagement period will be released only after HLL receives payment from SAIL against the corresponding invoice and any deductions/penalties imposed by SAIL will be deducted from SBP.
- 29.9. In the event of the HLL noticing at any time that any amount has been disbursed wrongly to the SBP or any other amount is due from the SBP to the HLL, the HLL may without prejudice to its rights recover such amounts by other means after notifying the SBP or deduct such amount from any payment falling due to the SBP. The details of such recovery, if any, shall be intimated to the SBP. The SBP shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the HLL.
- 29.10. The HLL shall be entitled to delay or withhold payment of any invoice or part of it delivered by the SBP at its sole discretion where the HLL or SAIL disputes such invoice or part of it provided that such dispute is bonafide. The withheld amount may be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure. Any exercise by the HLL under this section shall not entitle the SBP to delay or withhold the

services to be rendered as per the agreement.

- 29.11. All payments agreed to be made by the HLL to the SBP in accordance with the Services shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The SBP shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this agreement. In the event of the HLL noticing at any time that any amount has been disbursed wrongly to the SBP or any other amount is due from the SBP to the HLL, the HLL may without prejudice to its rights recover such amounts by other means after notifying the SBP or deduct such amount from any payment falling due to the SBP. The details of such recovery, if any, shall be intimated to the SBP. The SBP shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the HLL.

**30. TAXES**

- 30.1. The SBP shall bear all personnel taxes levied or imposed on its personnel, or any other member of the SBP's team, etc. on account of payment received under this agreement. The SBP shall bear all corporate taxes, levied or imposed on the SBP on account of payments received by it from the HLL for the work done under the scope of work.
- 30.2. The SBP agrees that it shall comply with the Income Tax Act in force from time to time and pay Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the scope of work
- 30.3. Should the SBP fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, the SBP shall pay the same. The SBP shall indemnify the HLL against any and all liabilities or claims arising out of this engagement for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Board / SBP.



## SECTION –2

### GENERAL CONDITIONS OF CONTRACT

#### CLAUSE 1: WHEN CONTRACT CAN BE DETERMINED

Subject to other provisions contained in this clause, the authorized official of HLL in charge of this project (hereinafter called Project Manager) may, without prejudice to his any other rights or remedy against the SBP in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the SBP having been given by the Project Manager a notice in writing to rectify, reconstruct or replace any defective Services or that the Services is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the SBP has, without reasonable cause, suspended the progress of the Services or has failed to proceed with the Services with due diligence so that in the opinion of the Project Manager (which shall be final and binding) he will be unable to secure completion of the Services by the date for completion and continues to do so after a notice in writing of seven days
- (iii) If the SBP fails to complete the Services within the stipulated date or items of Services with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Project Manager.
- (iv) If the SBP persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Project Manager.
- (v) If the SBP shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for HLL.
- (vi) If the SBP shall enter into a contract with HLL in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Project Manager.
- (vii) If the SBP shall obtain a contract with HLL as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.

- (viii) If the SBP being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the SBP being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the SBP shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the SBP assigns, transfers, sublets (engagement of labour on a piece- work basis or of labour with materials not to be incorporated in the Services, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire Services or any portion thereof without the prior written approval of the Project Manager.

When the SBP has made himself liable for action under any of the cases aforesaid, the Project Manager on behalf of the HLL shall have powers:

- (a) To determine the contract as aforesaid (of which termination notice in writing to the SBP under the hand of the Project Manager shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the HLL.
- (b) After giving notice to the SBP to measure up the Services of the SBP and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another SBP to complete the Services at the risk and cost of the SBP. The SBP, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance Services.
- (c) HLL would evaluate the services on yearly performance basis based on feedback from the client and general public. Thereafter, in case if the services are found to be unsatisfactory, HLL has the powers to withdraw the awarded contract and terminate the services.

In the event of above courses being adopted by the Project Manager, the SBP shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the Services or the performance of the contract. And in case action is taken under any of the provision aforesaid, the SBP shall not be entitled to recover or be paid any sum for any Services thereof or actually performed under this contract unless and until the Project Manager has certified in writing the

performance of such Services and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

**CLAUSE 2: DELAY IN COMMENCEMENT**

In case, the Services cannot be commenced due to reasons not within the control of the SBP within 1/8th of the stipulated time for completion of Services or one month whichever is higher, HLL shall have full right to decide the further course of action.

**CLAUSE 3: DISMANTLED MATERIAL GOVT. PROPERTY**

The SBP shall treat all materials obtained during dismantling of a structure, excavation of the site for a Services, etc. as HLL's / it's client property and such materials shall be handled/disposed off to the best advantage of HLL / it's client according to the instructions in writing issued by the Project Manager.

**CLAUSE 4: CARRYING OUT PART SERVICES AT RISK & COST OF SBP**

If SBP:

- (i) At any time makes default during currency of Services or does not execute any part of the Services with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Project Manager; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Project Manager

or

- (iii) Fails to complete the Services(s) or items of Services with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Project Manager.

The Project Manager without prejudice to any other right or remedy against the SBP which have either accrued or accrue thereafter to HLL, by a notice in writing to take the part Services/ part incomplete Services of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part Services / part incomplete Services of any item(s) by any means at the risk and cost of the SBP.

The Project Manager shall determine the amount, if any, is recoverable from the SBP for completion of the part Services/ part incomplete Services of any item(s) taken out of his hands and execute at the risk and cost of the SBP.

Any excess expenditure incurred or to be incurred by HLL in completing the part Services/ part incomplete Services of any item(s) or the excess loss of damages suffered or may be suffered by Government /HLL as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to HLL in law or per as agreement be recovered from any money due to the SBP on any account, and if such money is insufficient, the SBP shall be called upon in writing and shall be liable to pay the same within 30 days.

If the SBP fails to pay the required sum within the aforesaid period of 30 days, the Project Manager shall have the right to sell any or all of the SBPs' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the SBP under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Project Manager, the SBP shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the Services or the performance of the contract.

#### **CLAUSE 5: SBP TO SUPPLY TOOLS & PLANTS ETC.**

The SBP shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Project Manager's stores), machinery, tools & plants. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary Services required for the proper execution of the Services, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Project Manager as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the Services. The SBP shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out Services, and counting, weighing and assisting the measurement for examination at any time and from time to time of the Services or materials. Failing his so doing, the same may be provided by the Project Manager at the expense of the SBP and the expenses may be deducted, from any money due to the SBP, under this contract

or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

#### **CLAUSE 6: RECOVERY OF COMPENSATION PAID TO WORKMEN**

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, HLL is obliged to pay compensation to a workman employed by the SBP, in execution of the Services, HLL will recover from the SBP, the amount of the compensation so paid; and, without prejudice to the rights of the Government / HLL under sub-section (2) of Section 12, of the said Act, HLL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by HLL to the SBP whether under this contract or otherwise. HLL shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on

the written request of the SBP and upon his giving to HLL full security for all costs for which HLL might become liable in consequence of contesting such claim.

**CLAUSE 7: ENSURING PAYMENT AND AMENITIES TO WORKERS IF SBP FAILS**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, HLL is obliged to pay any amounts of wages to a workman employed by the SBP in execution of the Services, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules or under the SBP's Labour Regulations, or under the Rules framed by HLL from time to time for the protection of health and sanitary arrangements for workers employed by SBPs, HLL will recover from the SBP, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the HLL under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, HLL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by HLL to the SBP whether under this contract or otherwise HLL shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the SBP and upon his giving to the Government full security for all costs for which HLL might become liable in contesting such claim.

**CLAUSE 8: LABOUR LAWS TO BE COMPLIED BY THE SBP**

The SBP shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the Services, and continue to have a valid license until the completion of the Services. The SBP shall necessarily, but not limited to, abide by the provisions of the

- a. Child Labour (Prohibition and Regulation) Act, 1986.
- b. building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- c. building and other Construction Workers Welfare Cess Act, 1996.
- d. Inter-State migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the Services.

**CLAUSE 8 A**

No labour below the age of Eighteen years shall be employed on the Services.

**CLAUSE 8 B PAYMENT OF WAGES**

Payment of wages:

- (i) The SBP shall pay to labour employed by him either directly or through sub- SBPs, wages not less than fair wages as defined by Govt of Gujarat or as per the provisions of the Contract

Labour(Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

- (ii) The SBP shall, not with standing the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the Services, including any labour engaged by his sub-SBPs in connection with the said Services, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the Services for performance of the SBP's part of this contract, the SBP shall comply with or cause to be complied with the Govt of Gujarat Regulations made from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv) The Project Manager concerned shall have the right to deduct from the money due to the SBP, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- (b) Under the provision of Minimum Wages (Central) Rules, 1950, the SBP is bound to allow to the labours directly or indirectly employed in the Services one day rest for 6 days continuous Services and pay wages at the same rate as for duty. In the event of default, the Project Manager shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the SBP by the Project Manager concerned.
- (v) The SBP shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the SBP's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- (vi) The SBP shall indemnify and keep indemnified HLL against payments to be made under and for the observance of the laws aforesaid and the Govt of Gujarat Labour Regulations without prejudice to its right to claim indemnity from his sub-SBPs.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the SBP to the workmen directly.

- (ix) The SBP shall ensure that no amount by way of commission or otherwise is deducted or recovered from the wage of workmen.

#### **CLAUSE 9: SAFETY PROVISIONS**

In respect of all labour directly or indirectly employed in the Services for the performance of the SBP's part of this contract, the SBP shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the SBP fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Nodal Officer/ Project Manager shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the SBP.

#### **CLAUSE 10: STATEMENT OF SERVICES**

The SBP shall submit everyweek, to the nodal officer/ project manager, a true statement showing in the following details:

- (1) the number of labourers employed on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents, if any, that occurred during the period, showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit and the amount paid to them.

Failing which the SBP shall be liable to pay to HLL, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the nodal officer/ project manager shall be final in deducting from any bill due to the SBP; the amount levied as fine and be binding on the SBP.

#### **CLAUSE 11: HEALTH & SAFETY OF WORKERS**

In respect of all labour directly or indirectly employed in the Services for the performance of the SBP's part of this contract, the SBP shall comply with or cause to be complied with all the rules framed by HLL/ Govt. from time to time for the protection of health and sanitary arrangements for workers employed by the Govt of Gujarat and its SBPs.

#### **CLAUSE 12: COMPETENCY OF WORKERS**

The Project Manager may require the SBP to dismiss or remove from the site of the work any person or persons in the SBPs' payroll, upon the work who may be incompetent or misconduct himself and the SBP shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the work premises and the public, the SBP shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

#### **CLAUSE 13: ESI & EPF CONTRIBUTIONS**

The ESI and EPF contributions as applicable on the part of the HLL in respect of this Contract shall be paid by the SBP. Reimbursements shall be effected as applicable and the final decision in this regard will be that of HLL.

#### **CLAUSE 14: MINIMUM WAGES ACT**

The SBP shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

#### **CLAUSE 15: CHANGES IN FIRM'S CONSTITUTION TO BE INTIMATED**

Where the SBP is a partnership firm, prior approval from HLL shall be obtained before any change is made in the constitution of the firm. Where the SBP is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the SBP enters into any partnership agreement where under the partnership firm would have the right to carry out the Services hereby undertaken by the SBP.

#### **CLAUSE 16: EXECUTION OF SERVICES**

All Services to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Project Manager who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

#### **CLAUSE 17: SETTLEMENT OF DISPUTES**

If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the contract / agreement the parties shall endeavor to settle all such disputes, differences, claims or questions through mutual discussion or negotiation.

#### **CLAUSE 18 SBP TO INDEMNIFY GOVT. AGAINST PATENT RIGHTS**

The SBP shall fully indemnify and keep indemnified the HLL against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against HLL in respect of any such matters as aforesaid, the SBP shall be immediately notified thereof and the SBP shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the SBP shall not be liable to indemnify the HLL if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Project Manager in this behalf.



**CLAUSE 19 LEVY/TAXES PAYABLE BY SBP**

- (i) GST, Income Tax, Building and other Construction Workers Welfare Cess or any other applicable or Cess in respect of this contract shall be payable by the SBP and HLL shall not entertain any claim whatsoever in this respect.

**SECTION-4**  
**DETAILED SCOPE OF SERVICES**

**1. Scope of Services:**

HLL had signed an MoU with Steel Authority of India Limited (SAIL) for providing manpower under various categories (Paramedical Personnel/SSW/MTS/USW) for its day-to-day operations at SAIL hospitals, health centers and other establishments across India provide Manpower services. Detailed scope of work is as below.

- 1.1. Since, the requirement is huge and spread over to different places, HLL intend to engage SBPs for each clusters for providing supply of Paramedical personnel/SSW/Multi-Tasking Staff (MTS)/USW in line with the terms and conditions of HLL's agreement with SAIL in a cluster-wise model. The supply shall be as per requirement of SAIL Plants/Units as and when required during the engagement period. The tentative requirement of the paramedical personnel will be around 625 nos (as per Annexure-4). This requirement may increase or decrease during the term of engagement. SBP shall deploy required manpower downward or upward within 30 days of requisition by HLL.
- 1.2. The qualification and age criteria for the contractually engaged manpower for deployment in Hospital/Health centres/ other establishment at SAIL Plant/Unit locations shall be as at Annexure –7.
- 1.3. A copy of the ESI Card/Accident Insurance Policy and the EPF account number of each outsourced manpower deployed is to be provided to HLL within Twenty-Five days from the date of joining.
- 1.4. SBP shall adhere to all the Central/State Govt. Taxes/Duties/Levies/Cess etc. as applicable from time to time. However, the same shall be reimbursed by SAIL at actuals.
- 1.5. SBP to ensure that all the outsourced manpower (Paramedical/MTS/SSW/USW) deployed by them shall always appear for work in well-groomed and presentable condition in clean and proper uniform in consultation with the concerned Plants/units.
- 1.6. The outsourced manpower deployed will be required to work in shift duties as notified by the SAIL officials to HLL from time to time. No separate/additional payment will be released on account of shift duty. The shift duty is for 8 hours. The manpower outsourced by SBP is required to adhere to the operational norms of HLL/SAIL at their respective place of work.
- 1.7. SBP shall make adequate replacements so that at no point of time, the number of outsourced manpower deployed shall be less than the agreed numbers. A penalty will be imposed by HLL on SBP (@ wages/day/person) in case the manpower deployed per day is less than the accepted numbers per day for 7 days, subject to a maximum penalty of 5 % of the monthly bill without GST.

- 1.8. HLL will arrange accommodation from SAIL on rent (Quarters of 1 BR/ equivalent type) to SBP for the Outsourced Manpower engaged subject to availability of quarters at a particular Plant/Mine location. The aforesaid accommodation will be allotted on rent at the rates as applicable to SAIL employees or as decided by the SAIL authorities. Other charges such as Electricity, Water charges, etc. shall be charged as per rates applicable for that category of Company quarters for SAIL employees or as decided by the SAIL authorities. The aforesaid charges shall be paid by SBP through HLL to SAIL. No HRA will be payable for the above outsourced Manpower (Paramedical/ MTS/ SSW) in the event of non-availability of Company accommodation at the Plant/Unit/Mine location.
- 1.9. The manpower engaged shall be provided with free medical benefits for self only at respective Plant Hospitals/Health Centres of SAIL, without any referrals.
- 1.10. SBP shall be directly responsible for settlement of any dispute or grievance of the outsourced persons' relating to his/her deployment in the SAIL Plants/Units and any other matters that may arise in this regard and HLL or SAIL, in no way, will be responsible for settlement of such issues/dispute.
- 1.11. All liabilities towards payments of wages to the 'persons' arising due to non-compliance with any provisions of the Labour Laws or due to any human loss/injury (other than the responsibility of 'Occupier') during the course of work will be the sole responsibility of SBP.
- 1.12. The outsourced manpower deployed by SBP will not have any claim whatsoever towards employment in HLL and/or in SAIL or to become the employees of HLL/SAIL or claim any employment from HLL/SAIL, and there will be no Employer and Employee relationship between the HLL/SAIL and the outsourced personnel engaged by SBP for deployment in SAIL Pan-India. This condition shall be suitably incorporated in the engagement offers issued by SBP to the outsourced manpower.
- 1.13. SBP shall ensure that the outsourced personnel shall not form any association and shall not participate in any agitational activity /dissent which may adversely affect the environment/work requirements at the hospitals.
- 1.14. The outsourced deployed manpower by SBP shall comply and abide with all safety and/or security requirements required under the Applicable Laws and for requirements and directions in connection therewith which may be issued by representatives of HLL/SAIL.

- 1.15. HLL shall subscribe to a group accidental insurance policy covering the supplied outsourced manpower granting coverage of Rs 15.00 lakh per individual. HLL will arrange the Insurance premium amount reimbursement from SAIL.
- 1.16. HLL will nominate administrative personnel at each of the Plants/ Units as single point of contact with whom the SBP will coordinate. The administrative personnel shall also supervise the attendance and conduct of deployed manpower.
- 1.17. Replacement: If the performance/conduct of an outsourced manpower deployed is not found satisfactory or there is shortfall of requisite manpower, SBP shall provide a suitable replacement within Five days on receiving a communication from SAIL Plants/Units in this regard.
- 1.18. SBP must ensure and shall provide declaration that they have registered with each and every authority under all applicable provisions of the law requiring registration, such as, Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund and Miscellaneous Provision Act, 1952, Employees State Insurance Act, 1948 etc. SBP will ensure that payment of consolidated amount to the deployed outsourced staff shall not be less than the minimum notified wages of respective state. SBP must declare that they have complied with all the prior requirements of licenses, wherever applicable, including payment of requisite deposits, wherever prescribed.
- 1.19. SBP undertakes that it shall comply with all conditions laid down under all applicable statutes, licenses and permissions and undertakes to keep all licenses and permission valid and subsisting during the period of the contract, failing which agreement shall be liable to be terminated with a prior notice of 15 days.
- 1.20. SBP must undertake to keep HLL/SAIL indemnified at all times during the period of the contract against any and all claims by any authority, Central or State Government or their bodies arising from any breach of the terms of the agreement by SBP or its employees or the deployed manpower.
- 1.21. SBP will provide the training to the staff pertaining to the Occupational Health & Safety, Behavior and Soft Skills and HLL will arrange 2-3 days induction /orientation training to the staff deployed pertaining to the job-profile, Hospital departmental quality SOP's etc from SAIL.
- 1.22. The outsourced manpower deployed by SBP viz. Paramedics/ Nursing Staff/SSW/MTS will be eligible to avail 12 days leave in a year subject to prior approval of HOM of concerned Plant.

- 1.23. The Consolidated/Gross Salary chargeable to SAIL Plants/Unit for the contractually engaged paramedics/ SSW/MTS shall be enhanced by 5% per year in case the tenure of contractually engaged paramedical staff is extended by respective Plant/Unit based satisfactory performance review by concerned Plant /Unit.
- 1.24. The contractual engagement shall be of purely temporary nature and shall not create an right of regular appointment on any grounds, whatsoever.

## **2. Other Terms and Conditions:**

- 2.1. The human resources employed to carry out scope of work shall be SBP employees and will be remunerated/paid directly by the SBP.
- 2.2. The SBP must comply and adhere to the Labour Laws central/state, Workmen Compensation Act, EPF Laws, ESIC Laws, Income Tax Laws , Minimum Wages Laws, Bonus laws, Contract Labour (Regulations Abolition Act), 1970 and the Rules made there under for the time being in force, or any other law in force. Necessary labour license for both the labour inside & outside the state should be obtained.
- 2.3. The SBP must ensure that all official records of disbursement of wages/salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in premises of the client are maintained and available for inspection as required by HLL.
- 2.4. The SBP shall maintain a personnel file in respect of all the staff, deployed in Client's Site. The personal files shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary /Permanent and all grievances recorded by the staff vis-a-vis action taken etc.).
- 2.5. The SBP shall submit the details of amount deposited on account of EPF, ESI, Gratuity and Bonus etc. in respect of the deployed personnel to the concerned authorities from time to time. The SBP if called for shall produce to HLL authority the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- 2.6. It shall also be the responsibility of the SBP to ensure that they shall not employ any person below the age of 18 years old.
- 2.7. In case of SBP not having the required clearances or licenses at any point during the agreement, the agreement shall be terminated with immediate effect under risk and cost of the SBP and without any financial repercussions to HLL and any pending work will be arranged from alternate sources at the risk and cost of SBP.
- 2.8. The SBP is required to ensure that sufficient number of persons are employed with staggering duty timings etc. so that facilities will remain available during normal working hours as well as beyond depending on the need.
- 2.9. Wherever there is a demand of 24x7 un-interrupted services then number of persons considering 8 hour per shift shall be provided.

- 2.10. There shall be a nodal person in the SBP organization whose contact details shall be shared and should be available for contact at all times and shall be required to handle.
- 2.11. SBP shall define the escalation mechanism in case of any operational issue/ failure that is beyond the capability and control of nodal officer appointed. The same shall be shared with HLL
- 2.12. The SBP shall make his own arrangement for commuting the personnel required to manage the work to the premises where services are to be rendered and no claim for offering residential accommodation shall be accepted.
- 2.13. In case of delay in reporting for the work resulting in user department not able to get services required as per schedule, penalties for violation shall be applicable as on back-to-back basis as imposed by HLL's client.
- 2.14. The SBP, at their cost, shall provide uniforms to the different categories of personnel deployed by him and would also ensure that all the employees wear appropriate uniforms and safety gear and adhere to the safety standards wherever applicable. Uniforms should be approved by HLL. All staff would be in a neat, clean and well-groomed appearance and should carry proper ID cards as provided by the SBP including proper name badges. In case of violations suitable penalties shall be applicable.
- 2.15. The SBP shall comply with all rules and regulations regarding safety and security of its employees and HLL will in no way be responsible in any manner in case of any mishap to its personnel.
- 2.16. The SBP shall cover its personnel for personal accident and death whilst performing the duty and HLL shall own no liabilities and obligations in this regard.
- 2.17. In case of late reporting/ any incidence of disobeying instructions or misbehaving, by the staff deputed by SBP, suitable penalties as imposed by the client shall be applicable on back-to-back basis.
- 2.18. The SBP should ensure that their personnel do not consume alcohol/do not smoke/do not take drugs in premises of user department. Further all are required to have working mobile and numbers to be shared with HLL authority.
- 2.19. The SBP shall be responsible for the discipline and conduct of the personnel sponsored by them and in case the personnel lack in discipline and are not able to carry out the work designated, they shall provide replacement services of suitable personnel
- 2.20. All legal & statutory compliances would be the responsibility of the SBP. Further, Continuous training of the employees would also be the responsibility of the SBP so that their employees are able to perform the work with the best professional competence.
- 2.21. Expenses of HLL against any labour /legal disputes on account of this project shall be borne by SBP.
- 2.22. In case any suit or action is instituted against the HLL/SAIL, by any person or body of persons in respect of any act committed or done by the SBP or the personnel engaged by the SBP, the SBP shall indemnify and keep indemnified the HLL/SAIL against all actions,

suits, claims and demands whatsoever which may arise out of or in consequence of the performance of the contract.

- 2.23. While availing the services provided, HLL will not undertake any monetary liability other than the amount payable to the SBP as per the contract for the services of personnel provided by them. Other liabilities, if any, shall solely rest with the SBP. If HLL has to bear such liabilities on unforeseen circumstances/occasions, the same shall be recovered from the SBP adjusting amounts payable to them on back-to-back basis.
- 2.24. The SBP shall have the financial capability in rendering the service/ disbursement of staff salary for a minimum period of 3 (three) months, in case of any delay in payment from the client. However, under any circumstances interest is not payable to SBP.
- 2.25. Terms & conditions of EOI through which SBP is empaneled with HLL shall form an integral part of this RFQ.

### **3. SPECIAL CONDITIONS**

- 3.1. Scope of work shall increase or decrease as per the requirement of the client, hence the SBP shall have the capability to accept it as per the same terms and conditions of the contract.
- 3.2. The SBP shall have all statutory permissions, licenses and experience to manage the scope of work in the states wherever they are engaged.
- 3.3. The SBP shall provide complete office establishment for HLL with facility for video conferencing, desktop computers and printer cum scanner in HLL site office and other items such as furniture, Almirah, stationeries etc.
- 3.4. Appropriate number of Bio metric machine for attendance of all staff shall be made available.

**SECTION-5**  
**SELECTION PROCESS**

- The facilities where manpower is to be supplied are divided into three clusters as in Annexure-4.
- Participants have to submit their financial offer (Service charge share percentage to HLL over and above mandatory minimum service charge of 2.75%).
- The bids will be rated as H1, H2, H3, H4 on the basis of the QCBS score as detailed in the Expression of Interest document for empanelment.
- The H1 for a particular cluster will be the bidder who is having highest total score as per QCBS , H2 being next lower than H1 and so on.
- In order to dissuade monopoly of single firm selection in all of the 3 clusters and considering the safety and urgent requirement of the Client, it is intended to award each cluster (namely cluster 1, 2, and 3 ) to different bidders as per the condition of splitting of contracts as defined below:.

**Splitting of Contracts:**

- (i) H1 bidder should be awarded with Cluster-01 ;
  - ii) For the Cluster-02, the Highest rate (H1) accepted will be counter offered to the H2 bidder. On acceptance of the counter offer, the order for cluster-02 will be placed on H2 bidder. In case of non-acceptance of the counter offer by the H2 bidder, a similar offer shall be made to H3 bidder and thereafter to H4 bidder. In case of Non-acceptance of the counter offer by the H4 bidder, it will be offered to the H1 bidder.
  - iii) For the Cluster-03, the Highest rate (H1) accepted will be counter offered to the H3 bidder (provided that the H2 bidder had accepted the Cluster-02). On acceptance of the counter offer, the order will be placed on H3 bidder. In case of non-acceptance of the counter offer by the H3 bidder, a similar offer shall be made to H4 bidder. In case of Non-acceptance of the counter offer by the H4 bidder, it will be offered to the H1 bidder and thereafter if non-acceptable to H1 then to subsequent bidder and so on.
- The Award of contract shall be undertaken strictly in the following order i.e. Cluster-1 will be awarded First followed by Cluster-2 , and Cluster-3 at the end.

Note: The intent of the HLL to award contract to different bidder for each cluster is to ensure uninterrupted services and best Service charge discovery for HLL.



**Annexure-1**  
**FORM OF BID**

TO,

AVP(HCS) i/c,  
HLL Bhavan , Poojappura, Trivandrum

1. Having visited the Sites and examined the Terms of Reference and the terms of the Comprehensive Facility Management Services Contract attached thereto and the NIT for Providing Comprehensive Manpower Services for (Name of the work.). I / We the undersigned offer to provide comprehensive Services in conformity with the Terms of Reference and the terms of the Facility Management Services Contract attached thereto.
2. I / We undertake, if our Offer is accepted, I / We shall commence the work within one week from date of Letter of Award and to complete the whole of the Work comprised in the Contract within the Time Schedules mentioned therein from the date of issue of the Letter of Award.
3. If my / our Offer is accepted, I / we will furnish a Bank Guarantee for Performance as security in Form B for the due performance of the Contract @ 5% of the finally accepted contract price (based on the quoted/negotiated percentage fee in the financial bid).
4. I / We agree to abide by this Offer for a minimum period of 90 days from the last date fixed for receiving the same and it shall remain binding upon us and offer may be accepted at any time before the expiry of this period or any extended period mutually agreed to.
5. I / We declare and confirm that no agent, middleman or any intermediary has been, or will be engaged to provide any services, related to the award of this Contract. I / We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the offer price does not include any such amount. I / We acknowledge the right of HLL that if it finds our declaration to the contrary it can declare our Offer to be non-compliant and if the Contract has been awarded to us then declare the same as null and void.
6. I / We understand that HLL are not bound to accept the Highest or any offer received.
7. If my / our Offer is accepted I / we understand that I /we, am / are to be held solely responsible for the due performance of the Contract.

Dated this.....day of 2024

Signature .....

Name..... in the capacity of .....  
duly authorized to sign Tenders for and on behalf of.....

Address.....

Witness – Signature .....

Name .....

Address .....

Occupation .....

Note:

- i. The Appendix forms part of the Bid
- ii. Bidders are required to fill up all the blank spaces in this form of Tender and Appendix.

**Annexure-2**  
**Quality Cost Based System (QCBS) Illustration**

EOIs submitted for during empanelment process were evaluated as per Evaluation criteria of EOI inviting document and the marks were awarded (technical score).

$$St = 100 \times T/Tm$$

Where St is the technical score, Tm is the highest marks scored and T is the marks obtained by the proposal under consideration

As and when required, bidders will be asked to submit financial offers and Financial score (Sf) of other bidders will be calculated on the basis of the following formula:

$$Sf = 100 \times F/Fm$$

Where Sf is the financial score, Fm is the highest price and F the price of the proposal under consideration. *(In case of selection is for L1 bidder this will be modified accordingly)*

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (TP = the weight given to the Technical Proposal; FP = the weight given to the Financial Proposal; TP + FP = 1).

The weights given to the technical and Financial Proposals are:

$$TP= 0.70 \text{ and } FP= 0.30$$

Total score of the bidding party will be determined based on the following formula:

$$S= St \times TP\% + Sf \times FP\%$$

The bidder achieving the highest total score will be considered for placement of order.

Illustration of QCBS ranking methodology is given below.

**STAGE1: TECHNICAL BIDS EVALUATION**

<b>Bidder details</b>	<b>Technical Mark</b>
Bidder1	92
Bidder2	85
Bidder3	55
Bidder4	75

Highest marks scored by Bidder 1 (92 marks) which will be **Tm**

**STAGE2: CONVERSION OF TECHNICAL MARKS TO TECHNICAL SCORE**

Bidder details	Technical Score $St = 100 \times T / Tm$
Bidder1	$100 \times 92/92 = 100$
Bidder2	$100 \times 85/92 = 92.39$
Bidder3	$100 \times 55/92 = 59.78$
Bidder4	$100 \times 75/92 = 81.52$

**STAGE3: FINANCIAL BID EVALUATION\***

Bidder details	Amount quoted through Financial Bid
Bidder1	2
Bidder2	1
Bidder3	4
Bidder4	3

Highest price quoted by Bidder-3 (Fm)

**STAGE 4: CONVERSION OF FINANCIAL BID AMOUNT TO SCORE**

Bidder Details	Financial Bid Amount	Financial Score $Sf = 100 \times F / Fm$
Bidder1	2	$100 \times 2/4 = 50$
Bidder2	1	$100 \times 1/4 = 25$
Bidder3	4	$100 \times 4/4 = 100$
Bidder4	3	$100 \times 3/4 = 75$

**CONSOLIDATED TECHNICAL & FINANCIAL SCORE**

Bidder Details	Technical Score	Financial Score
Bidder1	<b>100</b>	<b>50</b>
Bidder2	<b>92.39</b>	<b>25</b>
Bidder3	<b>59.78</b>	<b>100</b>
Bidder4	<b>81.52</b>	<b>75</b>

**STAGE 5: COMBINED TECHNICAL AND FINANCIAL SCORE (CTFS) WITH WEIGHTAGE 70:30**

<b>Bidder Details</b>	<b>Applying weights for the Technical Score&amp; Financial Score</b>	<b>CTFS</b>	<b>Rank of the Bidder</b>
Bidder1	$100*(70/100)+50*(30/100)$	<b>85</b> (70+15)	<b>H1</b>
Bidder2	$92.39*(70/100) +25*(30/100)$	<b>72.17</b> (64.67+ 7.50)	<b>H3</b>
Bidder3	$59.78*(70/100) +100*(30/100)$	<b>71.85</b> (41.85+30)	<b>H4</b>
Bidder4	$81.52*(70/100) +75*(30/100)$	<b>79.56</b> (57.06+22.50)	<b>H2</b>

**Annexure-3**  
**INTEGRITY PACT**

All tenderers are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.

HLL Lifecare Limited.

Division :

Tender No:

**INTEGRITY PACT**

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

**Between**

HLL Lifecare Ltd. (CIN: U25193KL1966GOI002621) 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 \_\_\_\_\_ , Designation..... (hereinafter called the "TENDERER/Seller"/Contractor/Agent which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Both HLL and TENDERER referred above are jointly referred to as the Parties.

**Preamble**

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 Tenderer/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 TENDERER 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 TENDERER, 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 TENDERERS with equity and reason, and will provide to all TENDERERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular TENDERER which could afford an advantage to that particular TENDERER in comparison to other TENDERERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HLL will report to IEM, 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 tenderer.
- 1.5 If the TENDERER 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.

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

2. The TENDERER 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:-

- 2.1 The TENDERER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2 The TENDERER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 2.3 The TENDERER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
- 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
- 2.6 TENDERER shall disclose the name and address of agents and representatives and Indian TENDERERS shall disclose their foreign principals or associates.
- 2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.
- 2.8 TENDERERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The TENDERER further confirms and declares to HLL that the TENDERER 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 TENDERER, 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.
- 2.10 The TENDERER 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.

- 2.11 The TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The TENDERER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, 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 TENDERER's firm, the same shall be disclosed by the TENDERER 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.
- 2.14 The TENDERER 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.
- 2.15 The TENDERER 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 Tenderers, 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.
- 2.16 The TENDERER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Tenderer(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 TENDERER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The TENDERER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Tenderer(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Tenderer(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.
- 2.19 The Tenderer(s) shall not approach the courts while representing the matters to IEM and the Tenderer(s) will await their decision in the matter.

**Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts**



- 3.1** The TENDERER 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 TENDERER's exclusion from the tender process
- 3.2** The TENDERER agrees that if it makes incorrect statement on this subject, TENDERER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason. If TENDERER 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 TENDERER from the tender process.

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

- 4.1 The Tenderer(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 Tenderers and Contractors.
- 4.3 HLL will disqualify from the tender process all tenderers 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 TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER) 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

TENDERER. However, the proceedings with the other TENDERER(s) would continue.

- ii. If TENDERER 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 TENDERER.

- v. To recover all sums already paid by HLL, and in case of an Indian TENDERER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a TENDERER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the TENDERER 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 TENDERER, in order to recover the payments already made by HLL, along with interest.
  - vii. To cancel all or any other contract with the TENDERER. The TENDERER 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 TENDERER.
  - viii. To debar the TENDERER 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 TENDERER(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 TENDERER, 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 TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER), 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 TENDERER shall be final and conclusive on the TENDERER. However, the TENDERER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

#### **Clause.6. Fall Clause**

The TENDERER 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 TENDERER 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 TENDERER to HLL, if the contract has already been concluded.

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

7.1 HLL has appointed Sh. Ashok Kumar Mangotra, IAS (Retd.) as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Mr Ashok Kumar Mangotra, IAS (Retd.)

Independent External Monitor (IEM)

Office: HLL Lifecare Limited, HLL Bhavan,

Poojappura, Thiruvananthapuram 695 012, Kerala

Email: iemhll@lifecarehll.com

7.2 The responsibility of the IEM(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 IEM(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 IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.

7.6 The TENDERER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HLL including that provided by the TENDERER. The TENDERER will also grant the IEM(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 TENDERER. The IEM(s) shall be under contractual obligation to treat the information and documents of the TENDERER/ Subcontractor(s) with confidentiality.

7.7 HLL will provide to the IEM(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 IEM(s) option to participate in such meetings.

7.8 The IEM(s) will submit a written report to the CEO/CMD of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/TENDERER and, should consent arise, submit proposals for correcting problematic situations.

**Clause.8. Criminal charges against violating Tenderer(s)/ Contractor(s)/ Subcontractor(s)**

If HLL obtains knowledge of conduct of a Tenderer, Contractor or Subcontractor, or of an employee or a representative or an associate of a Tenderer, 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 TENDERER and the TENDERER 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.

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

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful tenderer 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 TENDERER /Seller, including warranty period, whichever is later, and for all other Tenderers/unsuccessful tenderers 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 Lifecare Ltd.**

**Tenderer**

\_\_\_\_\_

\_\_\_\_\_

Witness Witness

1.....

1.....

2.....

2.....

**ANNEXURE-4**

**LIST OF CLUSTERS**

Clusters are formulated based on size of the hospital (no of beds) so that future business volume can be factored.

CLUSTER-1	Name of hospital	No of beds	Proposed Manpower Deployments nos.			Total
			Nursing Staff	Skilled Paramedical Staff (other than Nursing Staff)	Other Semi-skilled Staff	
Odisha	Rourkela (RSP)	600	135	35	15	<b>185</b>
West Bengal	Durgapur (DSP)	600	35	20	10	<b>65</b>
West Bengal	Burnpur (IISCO-SP)	336	35	20	10	<b>65</b>
<b>Total</b>						<b>315</b>
CLUSTER -2	Name of hospital	No of beds	Proposed Manpower Deployment nos.			Total
			Nursing Staff	Skilled Paramedical Staff (other than Nursing Staff)	Other Semi-skilled Staff	
Jharkhand	Bokaro (BSL)	910	80	35	15	<b>130</b>
CLUSTER -3	Name of hospital	No of beds	Proposed Manpower Deployment nos.			Total
			Nursing Staff	Skilled Paramedical Staff (other than Nursing Staff)	Other Semi-skilled Staff	
Chhattisgarh	Bhilai Steel Plant (BSP)	860	100	50	30	<b>180</b>

**MANPOWER SERVICES**

**A. Outsourced Manpower Deployment (Indicative) for Hospitals/Health Centres/other associated establishments:**

**i. Skilled Paramedical Staff:** Nurses, Lab technicians, Imaging Technicians, Dieticians, Optometrists, ENT Technicians, PFT Technicians, ECG Technicians, Dialysis Technicians, CCU Technicians, OT Technicians, Blood Bank Technicians, Pharmacist, Phlebotomist, Blood Bank Counsellor, Physiotherapist, Dresser, Dental Technician, CSSD Technician, Vaccinator, Toxicologist, Environmental Hygienist, Health Statistician etc.

**ii. Semi-skilled Staff/MTS:** Electricians, Plumbers, ETP/STP In charges, Laundry, Fire Safety team, Medical Transcriptionist, data entry operators etc.

**iii. Unskilled Staff:** Attendants, Housekeeping and Sanitation team, Security Guards, Horticulture and Grass Cutting, Other Helpers etc.

**A. Hospital Management Services: Outsourced Manpower for Indicative CLINICAL Services for Establishing /Operating/ Maintaining & Managing.**

• Blood Storage Centers	• Blood Banks
• Blood Component Separation Units	• Neonatal Intensive Care Units
• Pediatric Intensive Care Units NICU	• New Born Care Corner
• Special New-born Care Units	• Labour Room
• IVF Labs (In-vitro Fertility)	• Operation Theatres & Modular Operation Theatres
• ICUs and Modular ICUS/ITU/ICCU	• Dialysis Units
• Virology Lab	• Microbiology Lab/Pathology/Bio-chemistry Lab
• Cathlabs	• Trauma care centres
• Burn care centres& Burn ICU's	• BMT Unit (Bone Marrow Transplant Unit)
• DEIC (District Early Intervention Centre)	• PSA Oxygen Generation Plants
• Procurement & Consultancy Services	• Health & Wellness Centres
• Audiometry Room	• Paediatric HDU
• Medical Gas Pipeline System	• Hospital Mgmt. Information System (HMIS), Skills Lab etc.
• Physiotherapy Unit	• Radiology Lab
• Endoscopy Unit	• ECG/EEG/TMT/Holter monitoring/Echo-Cardiography/Ultra-sound Unit

**OTHER SERVICES (if required/existing)**

- I, ABDM: Ayushman Bharat Digital Mission
- II, AMRIT Deendayal Pharmacy Services
- III, PM JAY
- IV, E-Health & Telemedicine
- V. Tele ICU or eICU
- VI. Tele Radiology

**Manpower for Indicative NON-CLINICAL SERVICES**

**B. Managing the Hospital Facility Operations**

- Illumination and Lighting
- Plumbing
- AHU Handling
- Pest and Animal Control
- Maintenance of Furniture and Fixtures
- Removal of Hospital Junk
- Tailoring of hospital dresses/ patients' uniform/ gowns etc.

**C. Improvement of Waste Management**

**D. Bio Medical Waste Management: Liquid and Solid**

**E. Sanitation and Hygiene**

**F. Fumigation**

**G. Laundry Services and Linen Management**

**H. Ensuring the Quality of Water**

**I. Kitchen and Dietary Services**

**J. Ambulance Service**

**K. Data Entry Operators/Multi-Tasking Staff/Other Semi Skilled Workers etc.**

**L. Hearse Services**

Concerned Plant/Unit may indent to HLL for the Outsourced Manpower services required in their Hospital/Health centres for smooth operations and uninterrupted services viz. Clinical and Non clinical.



Annexure- 7

**Broad Specification for Outsourced Manpower to be deployed by SBP in SAIL Plants/Units**

Sl. No.	Name of Position	Minimum qualification	Age Limit (in Years)	Minimum relevant working Experience	Proposed consolidated /Gross Salary chargeable to SAIL
1	Nursing Staff	Diploma in General Nursing and Midwifery B.SC.(Nursing) from an Institute recognized by Govt.	21-40 yrs.	1-year post-qualification relevant working experience	Rs.20000/-
2	Skilled Paramedical Staff	10+2 or its equivalent and Diploma relevant Technology/ Stream from in an Institute recognized by Govt.	21 - 40 yrs.	1-year post-qualification relevant working experience	Rs.18000/-
3	Other Semi-skilled Staff for Hospital/Health Centres/MTS	10+2 and relevant certificate from an Institute recognized by Govt.	21-40 yrs.	1-year post-qualification relevant working experience	Rs.15000/-

- SBP shall ensure that consolidated amount paid to deployed manpower is not less than the minimum wages as per the prevailing rules.
- Plants/Units may like to further develop the detailed specification and terms & conditions for Outsourced Manpower (Paramedical personnel) keeping in view their specific requirement. An indicative list of posts at one of the Plant Hospitals is attached at Annexure - 8 for ready reference.
- Also, while detailing the job specification and terms & conditions for engagement of paramedics/SSW/MTS/USW, specifications. Plants/Units may keep in view the above proposed broad
- Further in addition to the above consolidated remuneration/ Gross salary, the manpower engaged through the above route may be provided with medical benefits for self only respective Plant Hospitals, without any referrals.

**Annexure-8**

**Indicative List of Outsourced Manpower (Paramedical Personnel) Deployment in SAIL Plant Hospitals/ Health Centres**

Sl No	Name of the Post	ESSENTIAL QUALIFICATION	AGE LIMIT (IN YEARS)	Post-qualification relevant working Experienced required
1	NURSING SISTER/BROTHER	1) 10+2 OR ITS EQUIVALENT; AND GNM/B.SC. CERTIFICATE FROM A RECOGNISED INSTITUTE APPROVED BY THE GOVT. (Min. 3 YEAR COURSE)	21-40	MINIMUM 1 YEAR WORKING EXPERIENCE
2	LAB. TECHNICIAN	1) 10+2 OR ITS EQUIVALENT; AND 2) DIPLOMA IN RESPECTIVE TECHNOLOGY FROM AN INSTITUTE RECOGNISED BY THE GOVERNMENT.	21-40	MINIMUM 1 YEAR WORKING EXPERIENCE
3	RADIOLOGY TECHNICIAN	1) 10+2 WITH SCIENCE OR ITS EQUIVALENT; AND 2) DIPLOMA IN MEDICAL RADIOLOGY TECHNOLOGY WITH MINIMUM 2 YEARS DURATION & ABOVE FROM A RECOGNISED INSTITUTION/HOSPITAL	21-40	MINIMUM 1 YEAR WORKING EXPERIENCE
4	DIETICIAN	1) 10+2 OR ITS EQUIVALENT; AND 2) B.SC. IN DIETICIAN OR ITS EQUIVALENT QUALIFICATION FROM A RECOGNISED INSTITUTION /HOSPITAL/UNIVERSITY.	21-40	MINIMUM 1 YEAR WORKING EXPERIENCE
5	AUDIOLOGIST AND SPEECH THERAPIST	MASLP/M.SC (SPEECH & HEARING) FROM RECOGNISED, UNIVERSITY OR INSTITUTION RECOGNISED BY REHABILITATION COUNCIL OF INDIA (RCI). CANDIDATE MUST BE HAVING REGISTRATION WITH RCI.	21-40	MINIMUM 1 YEAR WORKING EXPERIENCE
6	DENTAL TECHNICIAN	1) 10+2 WITH SCIENCE OR ITS EQUIVALENT, AND 2) DIPLOMA IN DENTAL HYGIENIST/TECHNICIAN OR EQUIVALENT FROM A RECOGNISED INSTITUTION /HOSPITAL WITH MINIMUM 2 YEARS DURATION	21-40	MINIMUM 1 YEAR WORKING EXPERIENCE
7	OPTOMETRIST	B.SC IN OPTOMETRY COURSE FOR A PERIOD OF 4 YEAR FROM RECOGNISED UNIVERSITY/INSTITUTION	21-40	MINIMUM 1 YEAR WORKING EXPERIENCE
8	OT TECHNICIAN	1) 10+2 OR ITS EQUIVALENT: AND 2) DIPLOMA IN OT Techn. (Min 2 yrs) FROM AN INSTITUTE RECOGNISED BY THE GOVERNMENT	21-40	MINIMUM 1 YEAR WORKING EXPERIENCE
9	DRESSER	1) Passed 10 or equivalent Examination 2) Certificate in Medical Dresser (1 yr duration)	21-40	MINIMUM 1 YEAR WORKING EXPERIENCE

10	PHYSIOTHERAPIST	1) 10+2 WITH SCIENCE OR ITS EQUIVALENT; AND 2) DIPLOMA/DEGREE IN PHYSIOTHERAPY OR EQUIVALENT FROM A RECOGNISED INSTITUTION /HOSPITAL WITH MINIMUM 2 YEARS DURATION	21-40	MINIMUM 1 YEAR WORKING EXPERIENCE
11	CLINICAL PSYCHOLOGIST	M PHIL IN CLINICAL PSYCHOLOGIST	21-40	1 YEAR EXPERIENCE OF WORKING IN A MENTAL HEALTH HOSPITAL
12	DIALYSIS TECHNICIAN	1) 10+2 OR ITS EQUIVALENT; AND II) DIPLOMA IN RESPECTIVE TECHNOLOGY FROM AN INSTITUTE RECOGNISED BY THE GOVERNMENT.	21-40	MUST HAVE ONE YEAR EXPERIENCE IN PATIENT CARE DIALYSIS TECHNICIAN CERTIFICATION. PRIOR EXPERIENCE IN A HEMODIALYSIS UNIT