

HLL LIFECARE LIMITED
(A Government of India Enterprise)
REGISTERED & CORPORATE OFFICE, POOJAPPURA
THIRUVANANTHAPURAM – 695012
PH: +91 471-2354949

e-TENDER NO. HLL/CHO/HR/SECURITY OUTSIDE KERALA/2024-27

DATED: 13.09.2024



Re-Tender for Outsourcing of Security Services for Three Years

From 2024 to 2027

(For a period of three years)

TECHNO-COMMERCIAL BID

TENDER NO: HLL/CHO/HR/SECURITY OUTSIDE KERALA/2024-27

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TENDER NOTICE

Tender under open two bid system (Technical and Price) are invited for outsourcing Security Services to various units of HLL Lifecare Limited, in Outside Kerala State for three years from November 2024.

<https://etenders.gov.in/eprocure/app>

CPPP portal can be accessed through link : <https://etenders.gov.in/procure/app>

Bidders can participate in the tender by paying Rs 590/- by RTGS /NEFT (Inclusive of GST) as Tender fee in favour of HLL Lifecare Limited payable at Thiruvananthapuram.

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

SI No	Description	Schedule
a	Tender Processing Fee	Rs.590/-
b	EMD	Rs.5,00,000/-
c	Date of Publication of Tender	13.09.2024
d	Last date for submission of queries Note: Any query received after the scheduled time may not considered	18.09.2024 12:00 hrs
e	Email id for submission of queries	vipinrajr@lifecarehll.com
f	Closing date & time for submission of online bids	23.09.2024, 15:00 hrs
g	Time and date for opening bids	24.09.2024, 15:00 hrs
h	Venue for:- E-Tender opening of Commercial Bid	HLL Bhavan- Corporate Head Office, Poojappura P O, Thiruvananthapuram 695012, Kerala

SENIOR VICE PRESIDENT (HR) i/c

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GENERAL INSTRUCTIONS TO BIDDERS

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

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in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>) , by clicking on the link “ Online bidder enrolment” on CPP Portal which is free of charge.

a) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.

b) 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.

c) 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 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.

d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificate with signing key usage) issued by any Certifying Authority recognized by CCA India (eg, Sify/nCode/eMudhra etc) with their profile.

e) 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.

f) 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 their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.

g) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.

h) 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.

i) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

10. Searching for Tender Documents

a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization name,

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Form of Contract, Location , Date ,Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization.

b) Once the bidders have selected the tenders they are interested in ,They may download the required documents /tender schedules. These tenders 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 tender document.

c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

11.Preparation of Bids

a) Bidder should take into account any corrigendum published on the tender document before submitting their bids .

b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted , the number of documents- including the names and content of each of the document that need to be submitted . Any deviations from these may lead to rejection of the bid.

c) Bidder , in advance should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally , they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid , a provision of uploading such standard documents (eg. PAN card copy, annual reports, audit certificates etc.) has been provided to the bidders .Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space “area while submitting a bid and need not be uploaded again and again.This will lead to a reduction in the time required for bid submission process.

e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Document Space , this doesnot automatically ensure these Documents being part of Technical Bid.

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

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13. Tenderers are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

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 Helpdesk details are as below :

For any technical related queries please call at 24X7 Help Desk Number:

VIPIN RAJ R – SENIOR MANAGER (HR) 9846035034

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

Technical –Vipinrajr@lifecarehll.com

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

16. Any queries relating to the tender document and term and conditions contained therein should be addressed to the Tender inviting Authority for a tender or the relevant contact person indicated in the tender . Address for communication and place of opening of bids:

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17. The bids shall be opened at the Office of the Senior Vice President (HR) i/c in the presence of the Bidders / their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

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18. More details can be had from the Office of the Senior Vice President (HR) i/c during working hours. The tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic systems while downloading or uploading the documents by the Bidder during the e-procurement process.
19. 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 .
20. Joint Ventures or Consortiums of two or more registered bidders are not permitted.
21. Online Tender process.

The tender process shall consist of the following stages:

- i. Downloading of the tender document : Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. 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.
- iii. Bid submission ; Bidders have to submit their bids along with supporting documents to support their eligibility , as per required in this tender document on Government e-portal. No manual submission of bid is allowed and manual bids or in any other forms other than specified in this tender document shall not be accepted under any circumstances.
- iv. Opening of Technical Bid and Bidder shortlisting: The technical bid will be opened , evaluated and shortlisted as per the eligibility and technical qualifications . All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bid shortlisted by this process will be taken up for opening the financial bid.
- v. Opening of Financial Bids: Bids of the technically qualified bidders only shall be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

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22. Tender Document Fees:

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

Name of the Bank: State Bank of India

A/c Number:

IFSC Code :

Branch name :

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

Note : Any transactions charges levied while using any of the above modes of payment has to be borne by the bidder . The supplier/ contractor's bid will be evaluated only if payment is effective on the date and time of bid opening.

23. HLL Life care Limited doesn't bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
24. The HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.
25. In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare Limited. Including but not limited to forfeiture of Security Deposit , black listing etc., as deemed fit by by HLL Lifecare Limited.
26. Conditional bids and bids not uploaded with appropriate / desired documents may be rejected out rightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
27. The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.

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28. HLL Lifecare Limited 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.

29. **Submission process:** For submission of bids ,all interested bidders have to register online as explained above in this document. After registration , bidders shall submit their Technical bid and Financial Bid online on Government e-procurement portal

(URL: <https://etenders.gov.in/eprocure/app>) along with the tender document fees.

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.

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PART I

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SCHEDULE - A

INSTRUCTIONS TO THE BIDDERS (ITB)

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

The Bid is intended to outsource Security Works at HLL Lifecare Limited, Thiruvananthapuram for three years from August 2024(or the date of award of work) as per specification and locations in Schedule A.

DEFINITIONS

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

- a. **'Invitation for Bid'** shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. **'Bidder/Tenderer'** shall mean the person, firm or Corporation submitting a bid against this invitation for bid and shall also include his agents and representatives.
- c. **'Purchaser/Owner'** shall mean HLL Lifecare Limited (HLL) (Thiruvananthapuram) or its unit thereof.
- d. **'Supplier'** shall mean the successful bidder whose tender has been accepted by the purchaser/owner and to whom the order is placed by the purchaser/owner and shall include his heirs, legal representatives, successors etc.
- e. **'Acceptance Letter'**, shall mean written consent by a letter of purchaser/owner to the bidder intimating him that his tender has been accepted.
- f. **'Contract Period'**, shall mean the period specified in the tender documents during which the contract shall be executed.

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1. SCOPE OF THE BID

Hll Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from the eligible, competent and experienced service providers/ authorized agents who are capable of providing the service/works as per our tender conditions and specification in **Schedule A**.

2. ELIGIBLE BIDDERS

- a. A Bidder should have eligibility criteria as per this Tender document of this section to submit bids against this tender.
- b. 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.
- c. Joint ventures or Consortiums of two or more registered contactors are not permitted.

3. COST OF BIDDING

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

4. Getting information from web portal

- a. All prospective bidders are expected to see all information regarding submission of bid for the tender published in the e tender website during the period from the date of publication of NIT and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.

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- b. All bids shall be submitted online on the Government e- procurement portal only in the relevant envelope(s)/cover(s), as per the type of tender No manual submission of bids shall be entertained for the tenders published through Government e-procurement portal under any circumstances.
- c. The Government e-procurement portal shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. in this regard, the department shall not be responsible for any kind of such issues faced by bidder.

5. Bidding Documents

- a. The Bidder is required to login to the e-procurement portal and download the listed documents from the website. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.
- b. The bidder is expected to examine carefully all instructions, terms and conditions of Contract, Forms, Technical Specifications and Bill of Quantities in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidders' own risk.

6. Clarification of Bidding Documents

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

7. Amendment to bidding documents

- a. Before the deadline for submission of bids, the Tender inviting Authority may modify the bidding document by issuing amendment.
- b. Any amendment 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.

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- c. If the amendment thus published does involves major changes in the scope of supply, the Tender Inviting Authority at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the amendment published.

8. Preparation of Bids

1. Language of the Bid

- a. All documents relating to the bid shall be in English language.

2. Documents Comprising the Bid

The online bid submitted by the bidder shall comprise the following:

- i. Details required for e-payment (Details of bank account having core banking facility and e-mail address of the bidder) in the prescribed format.
- ii. Payment of tender fee/Udyog Adhaar/Udyam Certificate as detailed in the e-tender website.
- iii. Copy of Documents in proof of eligibility criteria.
- iv. Copy of Documents in proof of financial turnover.
- v. Other documents specified in Part II.

9. Priced Bill of Quantities

Bidders shall not make any addition, deletion or correction in any of the bid documents. If tampering of documents is noticed during tender evaluation, the bid will be rejected and the bidder will be blacklisted.

10. Bid Prices

- a. The Bidder shall bid as described in the Bill of Quantities.
- b. For item rate tenders,(Item requirements as specified in Table 1 & 2 Schedule A) the bidder shall fill in rates in figures and should not leave any cell blank. The line item total, in words and the total amount shall be calculated by the system and shall be visible to the bidder.
- c. The rates quoted by the Bidder shall be FOR HLL STORES which includes cost of all materials, freight charges and packing and forwarding charges(Applicable for supply of Goods only).
- d. GST applicable shall be extra.

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- e. The rate and prices quoted by the bidder shall remain firm during the entire period of contract (three years from the date of work order).
- f. The rate should be quoted for: Guard category and Supervisor category for specified locations in Kerala

11. Currencies of Bid and Payment

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

12. Bid Validity

- a. Bids shall remain valid for the period of 90days from the opening of tender or there by extended. A bid valid for a shorter period shall be rejected by HLL as non-responsive.
- b. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e mail. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

13. Tender Fee

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

- a. The Bidder shall furnish, as part of his Bid, a Bid Security Declaration as detailed in the Schedule H.
- b. MSE units interested in availing exemption from payment of Tender Fee should submit a valid copy of their Udyog Aadhaar/Udyam registration certification as mentioned in the NIT. But the Party has to provide Security deposit if Tender is awarded to them. Performance Security deposit to be submitted in the form of Performance Bank guarantee/DD for an amount equivalent to Rs 500000/-.
- c. 25% of annual procurement value will be sourced from Micro and Small Enterprises(MSE), out of which 4% is earmarked for procurement from MSME's owned by SC or ST entrepreneurs and 3% is earmarked for procurement from MSE's owned by Women entrepreneurs. In the event of failure of SC or ST or Women entrepreneurs to

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participate in tender or meet tender requirements/conditions regarding price the same will be sourced from other MSE enterprises.

- d. Start-up units interested in availing exemption from payment of tender fee shall submit a valid copy of Registration Certificate from Department for Promotion of Industry and Internal Trade (DPIIT) on or before due date as per tender notice. But the party has to provide security deposit if Tender is awarded to them.

14. The Bid Security Declaration

Bidder shall submit a Bid security declaration (Schedule H) stating that he/she agrees to be black listed for the tender period of two years if:-

- a. If the Bidder withdraws the Bid after Bid opening during the period of Bid validity including extended period of validity ; or
- b. If any modification is effected to the tender documents or
- c. In the case of a successful Bidder, if the Bidder fails within the specified time limit to :
 - I. Accept the LOI/Work order; or
 - II. Furnish the required Performance Security Deposit.

15. Tender Fee

- a. Bidders shall remit the Tender fee using the payment options as mentioned in the e-tender in Government e-Procurement portal only.
- b. Any bid not accompanied by the Tender Fee as notified, shall be rejected as nonresponsive unless otherwise proves to be exempted with support of documentary evidence as stated in Government notifications/rules/policies(MSE registered bidders shall submit their Udyog Adhar or Udyam Registration Certification for getting exempted from Tender fees.)
- c. Tender Fee remitted will not be refunded.

16. Alterations and additions

- a. The bid shall contain no alterations or additions , except those to comply with Instructions, or as necessary to correct errors made by the bidder, in which case such Corrections shall be initialled by the person or persons signing the bid.
- b. The bidder shall not attach any conditions of his own to the Bid. Any bidder who fails to comply with this clause will be disqualified.

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- c. A certificate /declaration as given in Schedule h stating that **ALL TERMS AND CONDITIONS** of this tender is acceptable should be uploaded, failing which the tender is likely to be summarily rejected.
1. The validity of the Price Bid shall be for a period of 90days from the opening of this tender.
 2. The Price Bid of those bidders who qualify in the Technical Bid only will be opened. The date and time of opening of price bid will be intimated separately.
 3. The rate should be quoted in the form-in BoQ as: (1) Guard category and Supervisor category for all locations Outside Kerala Region respectively.(BoQ is available as excel file BoQ).
 4. The selected bidder will be issued a Work order and the selected bidder will have to sign an agreement within 15 days of issue of the Work order with the HR department , HLL

17. Submission of Bids

The Bidder shall submit their bid online only through the Government e-Procurement portal(URL: as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BOQ) file from the portal. The Bidder shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system generated receipt can be downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online.

1. The tender is invited in 3 **Envelope system** from the registered and eligible firms at CPP portal.
2. Pre-qualification criteria for bidders: Following 3 envelopes shall be submitted online at CPP portal by the bidder.

a) Envelope- I (tender Fee):

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

Name of bank: State Bank of India
A/c number: 10183256222
IFSC Code:- SBIN0004350
Branch name: Commercial Branch, Thycaud, Trivandrum

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

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

25% of annual procurement value will be sourced from Micro and Small Enterprises(MSE), out of which 4% is earmarked for procurement from MSE's owned by SC or ST entrepreneurs and 3% is earmarked for procurement from MSE's owned by Women entrepreneurs. In the event of failure of SC or ST or Women entrepreneurs to participate in tender or meet tender requirements/conditions regarding price the same will be sourced from other MSE enterprises.

Start-up interested in availing exemption from payment of tender fee shall submit a valid copy of Registration Certificate from Department of Industrial Policy & Promotion as per NIT. But the party has to provide security deposit if Tender is awarded to them.

b). Envelope-II (Technical bid):

Technical Bid should contain signed, sealed and scanned soft copy of technical documents and documents to prove eligibility duly filled and signed as specified in Part III.

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18. Qualification Criteria for Security Agency /firms

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

SI No	Eligibility Criteria
1	Questionnaire for Minimum eligibility criteria to be submitted (for locations specified in Schedule A) in Schedule E
2	Average Annual financial turnover of the bidder during the last 3 years, ending 31 st March of the previous financial year(31.03.2024) shall be Rs 1 Crore.
3	The duly signed acceptance form as per Schedule H of Part-III to be attached (2 declarations)
4	Duly filled and signed copy of requisition for e-payment form along with clear and visible scan copy of cancelled cheque as per Schedule I of Part-III.
5	General information of the vendor as per Schedule F of Part III & Vendor Development form as per Schedule G
6	<ol style="list-style-type: none">1. Proof/documentary evidence for Clauses 1,2,3,4,5,6,7,8 &9 of Schedule B for locations outside Kerala given in Schedule A shall be submitted. Signed and sealed Copy of Schedule A may be submitted2. Attested photocopy(s) of the License under Contract Labour Act(R&A)1970 to be submitted.3. A copy of the possession certificate, location certificate encumbrance certificate (for last 13 years) current Tax receipt(ONLY if applicable)4. Schedule-J(signed and sealed)
7	Eligibility will be based on Schedules B,C &E.

c). Envelope-III (Financial Bid); the Financial e-BID (BOQ) through CPP portal.

All rates shall be quoted in the format provided and no other format is acceptable . If the price bid has been given as a standard format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details(such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, **without changing the file name** . If the file is found to be modified by the bidder, the bid will be rejected.

Note:- HLL Lifecare limited reserves the right to verify the credential submitted by the agency at any stage(before or after the award of order). If at any stage, any information/documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm then HLL shall take the following action.

- a. The agency shall be liable for debarment from tendering in HLL Lifecare limited, apart from any other appropriate contractual/legal action.

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- b. On demand of the Tender Inviting Authority, this whole set of certificates and documents shall be send to the Tender Inviting Authority's office address(as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.
- c. 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.

19. Deadline for Submission of the Bids

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

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

2. Modification, Resubmission and Withdrawal of Bids:

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.

3. 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.
4. The Bidder can withdraw his/her bid before the last date and time of receipt of the bid. The System shall not allow any withdrawal after the last date and time of submission.

20. Bid Opening and Evaluation

20.1. Bid Opening

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

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20.2. Bid Opening Process

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

- a) Envelope-I: Envelope-I Opening date shall be mentioned in NIT Document. (Envelope-I shall contain scanned copy of Tender fees)
- b) Envelope-II: Envelope-II opening date shall be as mentioned in NIT Document. The intimation regarding acceptance/rejection of their bids will be intimated to the bidders through e-tendering portal. (Envelope-II shall contain scanned copy of Pre-qualification document.)
If any clarification is needed from bidder about the deficiency in his uploaded documents in Envelope-I and Envelope-II, he will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/documents within time specified by HLL Lifecare Limited, failing which tender will be liable for rejection.
- c) Envelope-III: The financial bids found to be meeting the qualifying requirements shall be opened as per NIT Document. (Depending on evaluation of Envelope I & II, the date shall be intimated through CPP portal)

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

20.3 Confidentiality

- 1.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of orders shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.
- 1.2 Any effort by a Bidder to influence the Purchaser during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidder's bid.

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21. Clarification of Bids

- 2.1 To assist in the examination, evaluation and comparison of bids, the Tender Inviting Authority may ask the bidders for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing by e-mail, but no changes in the price or substance of the Bid shall be sought, offered, or permitted.
- 2.2 No Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the order is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

22. Examination of Bids, and Determination of Responsiveness

- 22.1 During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the Tender document ,NIT, tender fee and the required documents and certificates.
- 22.2 A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation.
- 22.3 If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.
- 22.4 Non submission of legible or required documents or evidences may render the bid non-responsive.
- 22.5 Bidder can witness the principal activities and view the documents/summary reports for that particular tender by logging on to the portal with his DSC from anywhere.
- 22.6 Single tender shall not opened in the first tender call.

23. Price Bid Evaluation : Bidder whose quoted amount of Service charges for all the locations in Schedule A, which is the lowest will be considered as the lowest bidder. Bidder shall quote for all location in BoQ. Otherwise his price bid will not be considered.

24. Negotiation on Bids

The tender Inviting Authority reserves the right to negotiate with the lowest evaluated responsive bidder/s

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25. Award of Order

9.1 HLL will award the order to the Bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price.

9.2 In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the security deposit, or acceptance of order within the specified time limit, the Bidder shall be debarred in future from participating in Bids for 3 years and will be recommended for backlisting by the competent authority. In such cases, the service/material will be procured from other responsive bidders at the risk and cost of non responsive L1 bidder.

9.3 The rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation.

9.4 The Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all bids at any time prior to the finalization of tender, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tender Inviting Authority's action.

9.5 Notification of Award and order Acceptance.

9.6 The Bidder, whose Bid has been accepted, shall be notified of order by HLL prior to expiration of the Bid validity period by email.

Corrupt or Fraudulent Practices

Sl No	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	Means a scheme or arrangement between two or more bidders, with or without the knowledge of the

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		purchaser, designed to establish bid prices at artificial, non-competitive levels
(d)	Coercive practice	Means harming or threatening to harm ,directly or indirectly persons or their property to influence their participation in the procurement process or affect the execution of a contract.

Table - 2

Deployment details of Security Supervisor / Guards in locations outside Kerala

Location	District	Supervisor (in No of manpower)	Guard (in No of manpower)	Lady guard (in No of manpower)
Chief Marketing Office	Chennai	Nil	4	Nil
Go down of marketing	Chennai	Nil	2	Nil
Regional Office, Marketing	Mumbai	Nil	4	Nil
AMRIT PHARMACY	Varnasi	Nil	2	Nil
HLL Pharmacy	Cuttack	Nil	2	Nil
HLL Pharmacy	Burla	Nil	2	Nil
HINDLABS Laboratory, RK Puram	Delhi	Nil	2	Nil
HINDLABS Laboratory,WORLI	Mumbai	Nil	2	Nil
HLL Office, B-14A Sector-62, Noida	Noida	2	3	Nil
HINDLABS RK Puram	Delhi	Nil	2	Nil
HLL Office	Delhi	Nil	1	Nil
HLL Manufacturing Unit –Pol No 71 Sector -7 , IMT Manesar	Gurgaon	Nil	2	Nil
Kanagala Factory Belgaum	Belgaum	3	11	1
TOTAL		5	39	1

Security Manpower for Kanagala Factory, Belgaum will be required from 01.10.2024 only

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****Kindly note that this is not the actual requirement and the manpower requirement in the above locations may change based on the company requirements. Also the agency should be ready to provide manpower to any other locations other than those mentioned above, in future.**

Taxes are exempted any locations which are under Special Economic Zones (as per Government Norms) .

SCOPE OF SERVICE OF SECURITY AGENCY

1. Scope of Service of Security Agency

- a. To check /prevent unauthorized person (s) from entering the premises of HLL.
- b. To apprehend miscreants, prevent tampering of doors, windows, locks of office factories/laboratory rooms /workshop /stores/guesthouse etc. of HLL and to prevent /interfere if there is any attempt to damage /remove any property of HLL including machinery, goods etc. stored inside the premises.
- c. To arrange for inspection of areas at regular interval during day and night along the boundary wall from inside and check /prevent any unusual sign, movement, damage etc.
- d. To blow whistle at regular interval during night hours to identify the location of security personnel and to keep them alert.
- e. To take part in fire fighting rescue operation etc. in the event of emergency.
- f. To show utmost courtesy to the employees and visitors.
- g. To submit daily report in the morning or at such time as required by the Chief Security Officer of HLL or his/her representatives about the security violations if any.
- h. To co-operate with HLL in all matters relating to security.
- i. The agency shall conduct surprise checks during night time to ensure proper working of the security personnel, at least once in a week and the report of such visits may be intimated to Chief Security Officer, HLL.
- j. Round the clock security arrangements, including Saturdays, Sundays and Holidays to be provided at the HLL Campus, and other premises where ever the personnel are engaged, as per the following duty points and requirement on shift basis.

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2. Security Manpower requirement:

a. As per the pre set deployment schedules, HLL requires 96 male Security Guards, 7 Lady Guards and 8 Supervisors per day. The locations for deployment will be as decided by HLL. Sufficient no: of guards are to be employed to accommodate Leave reserve/ weekly off/reserve etc. HLL reserves the right to increase/decrease the manpower requirement at any point of time. Also the agency shall deploy the security guards as per the requirement of HLL on a per day/per shift/per week/ per month basis.

b. The training for security guards and supervisors are to be carried out by the Security Agency/service provider. If fresh staff is recruited then they shall undergo minimum one month or more strict training in all aspect of their job profile and found to be fit with all criteria before placing.

Manpower quantity may change subject to requirement.

3. The security agency may preferably engage ex-servicemen well trained in the field of security service with minimum three years relevant experience. They should be literate (Head Guard /Supervisors with least 10+2 certificate and Guards with at least 10th Certificate), able to read, write and understand Malayalam, Hindi and English languages. They should have first aid training in the area of industrial security and in handling fire fighting equipment.

4. The security personnel must be smartly dressed in proper uniforms, while on duty .if at any time any of the security personnel are found to be guilty of misconduct in any manner, the Security Agency shall be asked to replace that person.

5. The Security personnel assigned duties at the campus or other premises shall deal with staff, students and customers/ visitors, politely and courteously, while enforcing discipline . In case any security staff is found to misbehave or indulges in misconduct of any nature, the Security Agency shall be asked to replace that person.

6. Security personnel must be alert, vigilant, smart, intelligent, efficient, physically fit and below 50 years of age. They should also be conversant with the fire-fighting equipment and rescue operation.

7. The agency/ service provider shall submit complete Bio-data along with the recent photographs of security personnel to be deployed in HLL. Police verification in respect of each deployed employee should be conducted by service provider and report of the same should be submitted to HLL. No security personnel with doubtful attendance / integrity / lack of devotion to duty shall be deployed to work.

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8. The agency shall provide necessary hands on training to the security staff in order to make sure that they are able to perform to the best of their ability.

9.The security supervisor/ guards shall not changed by the security agency until and unless so warranted.

10.HLL will not responsible to provide any residential accommodation to security personnel deployed by security agency.

11.The security personnel shall not indulge in any loose or unwarranted talk with the employees/customers/ visitors. During Sundays / holidays or after office hours on working days, the security shall be extra vigilant.

12.The service provider / Security Agency shall ensure that the security staffs engaged by the Security Agency shall not smoke beedis, cigarettes or intake alcohol nor they are allowed to chew pan, tobacco items etc. during duty hours.

13. It would be the responsibility of the Security Agency to maintain and ensure fool- proof security at the main gate by regular check of incoming / outgoing personnel .As far as visitors are concerned, the security personnel should insist that they write in the register their name, address, telephone number, the purpose of visit and the person they want to meet and verify the identity of the personnel with their ID proof and there after issue a visitor pass.The visitor's pass, should be collected back, when the visitor leaves, duly signed by the concerned official.

14. All the incoming and outgoing entities and goods should be thoroughly checked by the security guards.The security guards must ensure that HLL's property ,whether equipment or materials, or good are not allowed to be taken out of the campus, without proper gate-pass duly signed by the authorized officials. To keep proper records of incoming and outgoing material the proper register should be maintained.

15. The security supervisor shall also check the garbage/wastage being taken out for disposal to ensure that none of the useful items are taken out for disposal.

16. The security guards will carry out occasional random checks of 2 wheelers and 4 wheelers of staff and visitors while leaving the campus to ensure that none of the property of HLL is being taken out un-authorized. Similarly, random frisking of staff and visitors should be done. Such Check of vechiles of frisking of personnel must be done only in the presence of an authorized officer of HLL.

17.HLL officers may carry out surprise checks at any time of the day or night .During the duty hours if any security guard is found missing or sleeping or in a drunken state such person will

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have to be replaced immediately. In such instances HLL reserves the right to cancel the security contract or impose a penalty of Rs 2000/- per such occurrence.

18. In the event of any eventually or mishap happening at the campus, such as robbery, vandalism, fire, communal riot, earthquake. etc., the security persons on duty shall immediately intimate the concerned authority and/ or other officers. List of Residential phones or Mobile phone numbers of HLL officers shall be held responsible if the message is not conveyed to the HLL Officers immediately.

19. After office hours on working days and Sundays/ Holidays, Security Supervisor on duty at the main gate shall also receive phone calls/messages from other institutions / organizations and depending upon the urgency of the matter, relay such messages to the concerned officials of HLL.

20. In case of any damage or loss to the company's property or material caused directly or indirectly by the security personnel, the security agency shall be held fully responsible, and the company shall be entitled to deduct appropriate amount + penalty from contract fees payable to the Agency. The amount of loss or damage as determined by a competent authority of HLL shall be final and binding on Security Agency.

21. Similarly, the Security Agency shall be responsible for theft, fire or any other damage in the institute occurring on account of carelessness of the security personnel. The amount of damage as determined by the competent authority of HLL, in such cases, shall be final and binding on the security agency.

22. The personnel joining duty shall report 30 minutes prior to the shift time. However, the security personnel on duty, will not leave the duty point on completion of their 12 hours shift duty, unless and until the next person on duty takes over/ or reliever person takes charge. In case any security guard falls sick, the security agency shall be responsible to provide reliever person out of its pool of security guards, at its own cost.

23. The security agency shall maintain record of major/ minor incidents on daily basis and report the same to the Chief Security Officer/ or any other official authorized in this regard. The Agency will also enquire about any incidents, like theft, indiscipline, disobedience or any unauthorized activities/ criminal activities happening inside the campus. The security agency shall also be responsible to lodge complaints with police authorities in such instances and take follow up action for recovery of lost material / equipment.

24. The security personnel at the main gate will also maintain a log-book for company's vehicles as well as vehicles hired from the Transport Security Agency, name of the official using the transport facility, meter readings, place visited etc.

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25. The security agency shall provide torches with dry cells, batons, raincoats, umbrella or any other materials required to its staff of guards and supervisors, along with uniforms, at its own cost.

26. The security personnel shall keep watch at various points designated including patrolling the campus, especially after office hours. In the event of power failure at any time, the security personnel should use emergency lights and place them at vantage points, as also intensity patrolling. The security guard shall also keep a check and avoid wastage of electricity and water.

27. To manage key of doors inside HLL building/ office vehicles etc., and issue to authorize persons only.

28. To switch off and switch on electric switches, fans, computer systems, closing of water taps etc, after the officer hours.

29. The agency may require to co-ordinate/liaise with local authorities such as Police/ Traffic Police, etc., in connection with the security service as per requirement of prevailing legislation in such matters as called for.

30. The security guards should check that no street dogs enter the campus premises.

31. The same security personnel should not be given more than 12 hours of duty in a day. If it is found that the same security personnel is around duties for more than 12 hours in a day an amount equivalent to two shift's will be deducted from the bill for such incidence.

32. The posts/couriers received at the main gate should be handed over to the concerned immediately on receipt. However if the same is not delivered there as on thereof should be brought to the notice of the HLL in-charge officer and no post /courier should be kept at main gate for more than 3 days. Proper register shall be maintained for the purpose.

33. The Rooms/Cabins of the officers should be kept locked when the officer is not present .The security will be held responsible for any theft/missing.

34. The Security Agency will ensure deployment of required staff on all days of the week in two shifts. The security staff deputed by the Security Agency will ensure safety of man, materials, stores and property of HLL and guidelines laid down by HLL from time to time .The Security Agency will not charge the additional payment to provide the security services on holidays, Sunday and odd hours during HLL events/ functions.

35. The security staff will ensure that all the main gate/doors/windows are properly closed and locked and the fans, lights etc. are properly switched off after office hours and on Holidays.

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They will not open office area without the permission of the HLL authority until or unless it is necessary.

36. The security staff will always be vigilant and any suspicious activity noticed during and after office hours and any unusual happening in the surrounding area should bring to the notice of HLL authority immediately and without fail.

37. Payment will be deducted on pro-rata basis and as applicable in the event of absent of any security personnel on any day or so; however, it is strongly recommended for a suitable substitute/ replacement during one's absence HLL shall not be liable for payment of any compensation in the event of any injury, death etc. caused to the security personnel, while on duty at HLL premises.

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SCHEDULE - B

MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN THE TECHNICAL BID

Security Services for Locations outside Kerala

- 1.The bidder should be able to undertake the Security Services Works as given in SCHEDULE A and agree to abide by the clauses of Schedule A for locations Outside Kerala.
- 2.The bidder should be a registered and Bonafide Security Agency having relevant experience in providing Security Services for a last Five (5) years, having Pan India coverage (in the states mentioned in of Schedule A) and having Regional Office in any one of the States (included in Schedule A) and local office in Belgaum.The bidder should have Valid License for carrying out security services in all locations outside Kerala of Schedule A, issued by the appropriate Controlling Authority, as per the statutory requirement arising from time to time. (Copy of License pertaining to Locations of Schedule A to be submitted).
- 3.Average annual financial turnover during the last 3 years ending in 31st March of previous financial year should be at least Rs. 1 Crore per Annum (P&L sheet certified by Chartered Accountant to be submitted)
- 4.Proof of similar experience during the last Five (5) years in the area of providing security services in Govt . departments /PSU's / Semi Govt. organisations and should have experience in supplying manpower for Security services. (Proof/document to be submitted)
- 5.Bidder should have executed at least one work / service of value Rs. One crore of providing security services in Govt.departments / PSU's/Semi Govt. organizations for a continuous period of one year in the past 3 years ending in March 2024, engaging local manpower.
- 6.Bidder should have offices in one or more states specified in Schedule A (outside Kerala) and local office in Belgaum
- 7.Certificate of Registration under Section 69 of Finance Act 1994 (32 of 1994)
8. Professional Tax Registration Certificate issued / proof of registration to be submitted.
- 9.The declaration of the bidder that, none of his contracts have been terminated / foreclosed on account of his default/ non-fulfilment of contractual obligations, during the last 5 years from the submission of bid in any of the Govt Dept. /PSU's /Semi Govt. organizations .

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10. Copies of the following documents to be enclosed:

- Copy of Registration / Certificate of Incorporation of the firm / company
- Registration details with Labour Commissioner
- Copy of PAN Card,
- Copy of TIN/GST IN
- Copy of EPF registration
- Copy of ESI registration

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PART II

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SCHEDULE-C

TERMS AND CONDITIONS

1. The Tender should be complete in all respects. Incomplete tender is liable to be rejected.
2. The Company shall have the right to inspect and verify the claims in the Technical bid to determine the eligibility of the Bidder prior to award of work and the bidder shall extend all co-operation in this regard. If any information provided in the Technical bid is found false or incorrect at the stage of inspection , visit or at any point of time during the contract period, the same shall result in the termination of contract and disqualification of the bidder from future tenders. In such event, the security deposit would also be forfeited as compensation towards loss of damage caused to the company on account of false claims.
3. The bidder who does not meet the Minimum Eligibility Criteria shall be considered as DISQUALIFIED in the tender. Their Price Bid will not be opened.
4. Workers engaged for the work as per this Tender by the Security Agency will be employees of the Security Agency at all times and for all purposes and not of HLL Lifecare Limited and there will not be any Employee –Employer relationship between the persons employed by Security Agency for aforesaid work and HLL Lifecare Limited.
5. Payment should be made by the contractor within 7th day of the succeeding month, by crediting the amount payable to the bank account of each employee of the Security Agency and necessary register/record shall be maintained. The contractor shall ensure that each of his employees has bank account.
6. The Security Agency may preferably engage ex-service men well trained in the field of security services **with minimum five years' relevant experience**. They should be literate (Head Guard /Supervisor with at least 10+2 certificate and guards with at least 10th certificate), able to read, write and understand Malayalam, Hindi and English languages. They should have first-aid training in the area of industrial security and in handling fire-fighting equipment.

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7. The bidder should arrange medical check-up for them and proof of the same should be provided to the Company. The Security Agency should prevent his employees from smoking, chewing etc. at work place.
8. The work awarded shall not be subcontracted to any other person/organization. In case the company finds at any point of time during the period of contract that the work undertaken by the Security Agency has been subcontracted, the same will be treated as violation of the tender conditions and agreement, liable for legal action, termination of contract, forfeiture of Security Deposit and disqualification from future tenders to HLL Life care Limited.
9. The work as per this tender will be given on contract basis to meet temporary need as and only when work is available.
10. PRICE BID: The bidders shall quote the lowest competitive rate of service charge to carry out ONE UNIT of work. The details of UNIT of all works and activities involved are given as SCHEDULE A.
11. While quoting the rate in the Price Bid, the bidder should study well the nature of works given in SCHEDULE A. and calculate the work involved in a UNIT of each work as per SCHEDULE A. There after the bidder shall quote the Service charge alone inclusive of other statutory obligations of the workers engaged by the Security Agency, insurance coverage for his/her/its workers, Income Tax and other statutory charges obligation with regard to statutory or other welfare measures of the workers employed applicable from time to time and service charge. HLL Lifecare shall have no obligation with regard to statutory or other welfare measures of the workers employed by the Security Agency for the said work.
12. He should comply with all statutory obligations in respect of labour, GMP etc. Bidders should study well the statutory and other liabilities before submitting the offer to undertake the work.
13. The bidder/Security Agency should quote his rate in the format given as BOQ. Bidder/Se need quote his service charge alone as other rates are statutory which cannot be changed. If the bidder changes any of the statutory rates given, the tender will be summarily rejected. Finalization of tender will be based on the lowest service charge quoted in BOQs as per Annexure A and B.

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14. The rate quoted by the bidder will be valid for THREE years from the date of placement of order and extendable on mutual agreement. No enhancement in rate shall be claimed or payable during the period of the contract except for minimum wages. Minimum wages including DA as and when revised by Govt. shall be revised and paid to the Security Agency by the company, on submission of bill.
15. On finalization, the bidder shall execute an agreement on a stamp paper for Rs 200/- which will be valid initially for a period of three years and extendable on the same terms and conditions on mutual agreement. The draft of the agreement is available in the HR Department of Corporate Head Office, HLL and the same be examined by the Security Agency before the tender is submitted.
16. **RECOVERY OF LOSS/DAMAGE TO COMPANY:-** On awarding the contract, but before execution of the agreement, the bidder shall furnish Security Deposit by way of Performance Bank Guarantee for a value of Rs 5 lakhs which will be returned without interest on completion of contract period. This Security Deposit shall be forfeited in case the bidder withdraws from the contract once it is awarded or fails in completing the work in time as required by the Company or in case any loss or damage is caused to the Company by the Security Agency by his/her/its workers or on breach of any of the conditions of the contract. Loss or damage caused to the Company during the contract period shall be recovered from the Security Deposit in proportionate to the loss or damage sustained by the Company and the decision on the amount of compensation for the loss or damage shall be at the discretion of the Company.

The Company shall also have the right to recover such loss or damage from the movable or immovable property of Security Agency and his heirs and legal representatives if the loss or damage caused is in excess of Security Deposit.

(1) In case more than one bidder quote the same rate in the Price bid, then preference will be given in the order given below:

- (i) Firms/Establishment registered as MSE.
- (ii) Individuals/Firms/Company
- (iii) In the case of Individuals/Firms/Company other than Societies as said above, preference will be given to those who have more experience and in engaging more number of workers/experience in HLL Lifecare Ltd. The company reserves the right to distribute the work at its discretion to different Societies or Bidders who agree to do the work at the lowest rate accepted. However, the company is not bound to accept the lowest rate.

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17. The Company has the right to give the work under this tender to one party or more than one party, in full quantity or partially or region-wise.
18. The company has the right to shift the work to other facilities/centres of the company at various locations and the Security Agency should be ready to do the work at the new locations. In case the Security Agency fails to do so, the company shall have the right to entrust the work to any person/firm/society at its discretion at the existing rates.
19. General: This tender is liable to be suspended or cancelled at any time at the discretion of the Senior Vice President (HR) i/c with or without assigning any reason.
20. The firm should have registered with GST
21. The firm should have Regional offices in one or more states of Schedule A and local office in Belgaum for being Eligible.
22. .The company/firm should have at least five years' relevant experience in providing security services to Govt/PSU/Semi Govt. organizations
23. .The bidder should be willing to carry out any additional work that may arise from time to time during the validity of the contract period at the agreed rate as per this tender.
24. .The requirement of Manpower for Security:- Security Services are according to the present requirements of HLL units. This may change in future subject to HLL's decision. The Security Agency is responsible for the supply of the required Manpower as per HLL requirement.
25. .The proof of 5 years' Experience in Govt. departments/PSU's/Semi Govt. organizations shall be submitted. Documented proof shall be in the form of Work completion Certificate from the client, clearly stating period of successful execution of work.
26. The bidder should have executed at least one work/service of value Rs. One Crore, providing Security services in a Govt departments/PSU's/Semi Govt organizations for a continuous period of 1 year in the past 3 years by engaging local manpower.
27. . Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of contract) arising out of, or relating to the contract including

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interpretation of its terms will be resolved through joint discussions of the authorized representatives of the the Service Provider and HLL.

28.The jurisdiction of any dispute and proceedings arising out of this tender shall be only in the Court of Thiruvananthapuram.

SCHEDULE-D

SPECIFIC CONDITIONS

1. The payment shall be released on monthly basis after satisfactory completion of the job and for the shifts actually done by the guards (excluding absent shifts) on submission of bills induplicate by the Security Agency, Income Tax (TDS) as applicable at current prevailing rate will be deducted at source.
2. Taxes are exempted for HLL-Kakkanad Factory Kochi or any other locations which are under Special Economic Zones (as per Government Norms).
3. However, in the event that there is any query, objection or dispute with regard to any bill or a part thereof, the Security Agency shall not be entitled to any interest to be paid for late payment till such time that the query, objection or dispute is resolved.
4. The Security Agency shall submit the monthly bill to HLL, along with the copies of attendance register duly certified by the HLL officials. Copies of previous month's wage register as well as EPF deposits challans, EPF Electronic Challan cum Return (ECR) and ESI deposits Electronic Challan cum Return(ECR) should also be submitted with every bill. Photocopies of annual insurance policy under the Workmen's Compensation Act should be submitted in the first month of award of contract.
5. In the event of failure in discharge of the duties of security services on any day up to the desired standard in part or full, the Security Agency is liable to be penalized @ Rs.2000/- (Rupees Two Thousand only) per day per person which shall be recovered from the bills or otherwise from security deposit. For purpose or imposing penalty, the decision of the competent authority of HLL will be final and binding on the Security Agency and shall not be subject to dispute or arbitration.
6. The Security Agency shall at all times be responsible to maintain all types of liabilities under Workman's Compensation Act/Fatal Accident Act, Personal Injuries, Insurance Act and/or other Industrial Legislation in force from time to time.

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7. There will be no employer employee relationship between HLL and the agent or Security Agency or the security personnel deployed. HLL shall not bear any liabilities such as Wages, PF/ESI contribution, Bonus, Medical benefits etc. arising out of deployment of security personnel in HLL. The agency shall maintain record of payment of wages, EPF, ESI Contribution etc. and shall provide documentary proof of the same along with details of wages paid, each month in respect of personal deployed in HLL. All payments and receipts would be rounded off to the nearest rupee.
8. The successful bidder has to execute an agreement in the form on stamp paper worth Rs 200/- within 2 weeks of issuing work order.
9. **Performance Security Deposit:** The Security Agency should submit Performance security deposit either in the form of Bank Guarantee(from any one of the Nationalized Bank or SBI) or by Demand Draft for Rs 5 Lakhs. This Security Deposit should be furnished within 10 days of the issue of the Contract. This Security Deposit will not bear any interest. The Security Deposit will be refunded 3 months after satisfactory completion of the contract. In case the Security Deposit is to be furnished in the form of Bank Guarantee, it should be valid for 2 months beyond the contract period for lodging the claims, if any the Bank Guarantee should be furnished in the format prescribed by HLL
10. The Security Agency will be responsible for all payments due to the workers deployed for this job. HLL, will in no event be liable in this regard. The Security Agency should indemnify HLL, against any such liability and from any proceedings in this regard.
11. The Security Agency shall not assign, transfer, pledge or sub contract this contract without prior written consent of HLL.
12. The Security Agency will also maintain necessary registers, records, notes and documents and submit the required returns as prescribed by various statutory regulations.
13. The transportation, food , accommodation , uniform, medical and other statutory requirement under the various Acts/Govt Regulations in respect of each personnel of the Security Agency will be the responsibility of the Security Agency.

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14. The Security Agency shall be contactable at all times and message sent by E-mail/fax/special Messenger from this company to the Security Agency, shall be acknowledged immediately on receipt on the same day.
15. Proforma for Technical Bid and Commercial bid are enclosed.
16. The minimum wages shall be fixed by the Company as per that fixed by the Government and the Security Agency/service provider shall make the same minimum wages payment to the staff deployed in HLL payments.
17. Conditional and incomplete tenders are liable to be rejected. Thiruvananthapuram in his sole discretion unconditional and without having to assign any reason reserve the right to accept or reject the lowest tender or any other tender or all the tenders or to accept any tender in full or part.
18. If there is a requirement to extend the contract beyond the contract period and when there is a delay in making the next contract, Security Agency should agree for extension of the Security services.
Note:
 1. Statutory levy, if any, may be separately indicated.
 2. Terms & Conditions of Security Agency should be authenticated/signed with the seal & returned with the offer.
 3. A client list along with contact person/address if any may be provided along with offer. Copies of PO from clients maybe enclosed for reference.

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PART III

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SCHEDULE - E

<u>QUESTIONNAIRE TO BE FILLED FOR MINIMUM ELIGIBILITY CRITERIA (SECURITY SERVICES OUTSIDE KERALA REGION) FOR QUALIFYING IN THE TECHNICAL BID</u>		
1	Can you undertake the Security Services Works as given in SCHEDULE A and as per all clauses of Schedule A (page no: 23 to 28).	Yes/No
2	Do you agree to provide Performance Security Deposit by Bank Guarantee from a Nationalized/Scheduled Bank for an amount of Rs 5,00,000/-	Yes/No
3	Have you attached the Declarations (SCHEDULE–H & H1) along with the Technical Bid	Yes/No
4	Do you have Regional offices in any of the states (mentioned in Schedule A) including local office in Belgaum (Proof/document to be submitted)	Yes/No
5	Do you have a minimum of 5 years' experience in supplying manpower for Security services in Government /PSU/Semi Govt. organizations (Completion certificate as Proof/document, clearly stating the period of execution of work to be submitted)	Yes/No
6	Have you executed at least one work order/service of value Rs. One Crore for providing Security services in a PSU / Government /Semi Govt. organizations for a continuous period of one year in the past 3 years ending in March 2024 by engaging local manpower. (Proof /Certificate clearly stating work order value value and completion date /period of execution as Proof/ document to be submitted)	Yes/No
7	The applicant should have an average annual turnover of Rs. One Crore for providing Security services in the last 3 years. (P&L statement certified by Chartered accountant as Proof to be submitted)	Yes/No
8	Do you have valid License for carrying out Private security services in the states/ locations mentioned in Schedule A (Copy of all Licenses to be submitted)	Yes/No

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

Place:.....

NAME AND SIGNATURE OF BIDDER

Date:.....

(WITH OFFICE SEAL)

SCHEDULE-F

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SCHEDULE - F
Questionnaire – General information of the Bidder

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

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(i) Attach a copy of the possession certificate, location certificate encumbrance certificate (for last 13 years) current Tax receipt	
(ii) Survey No. TC NO./Residents Assn. No. in case of building	
(iii) Location	
(iv) Village, Panchayat, Taluk, Dist.	
(v) Area of land in cents	
(vi) Area of land in Sq.ft	
(vii) Approximate value	
(viii) Details of heir assignees and Legal representatives	
4. Are you registered with EPF & ESI	Yes/No
If Yes the Code No.	
(a) EPF	
(b) ESI	
If no, Can you take them within one month (once the contract is awarded)	Yes/No
5. License	
(a) No. & date of License if any obtained under the provisions of Contract Labour (R&A) Act 1970, Please attach an attested photocopy of the License	
(b) If there is no License, do you agree to take License within two weeks of awarding the work, if the work is awarded to you	
6. Are you ready to undertake and carry out the work of Security Services works by engaging Adequate man power without fails as per the Terms and Conditions given in the Tender TENDER NOTIFICATION No e-	
7. On awarding the contract, can you	
(i) engage persons having passed SSLC/ITI/DEGREE depending upon the positions we engage which personnel will be deputed	
(ii) Ensure that the worker engaged by you are free from contagious diseases	
(iii) Provide Uniform to the workers engaged by you	
(iv) Prohibit smoking, chewing, eating and drinking in the work Area	
8. Do you agree to follow the provisions of all relevant laws in respect for executing the work as mentioned in the tender including of labour, payment of wages, GMP, Safety. The private Security Agencies (regulation) Act, 2005 etc.	
9. Have you read, understood and agree to abide by the terms and conditions of the Agreement to be signed by the bidder and the company, once the work is awarded.	

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SCHEDULE-G

QUESTIONNAIRE FOR VENDOR DEVELOPMENT

(TO BE FILLED BY ALL VENDORS)

1. Name of Product/Service:
2. Name & Address of the Manufacturer :
 - (a) Telephone No.
 - (b) Fax No.
 - (c) E-mail Address
 - (d) Name of contact person
 - (e) (i) Whether proprietary /partnership/Limited company :
 - (ii) Furnish Name/s, address, phone nos. of Proprietor/ Managing partner/M.D/Director's (Attach separate sheet)
 - (a) Specify whether MSME unit
 - (b) If Yes, pls specify if your unit is owned by SC/ST/Women entrepreneur :
3. Details of tax registration
 - (a) GST No. :
4. Name & Address of your Banker(s)
 - Account no. :
 - Swift Code :
5. Annual Turn over :
6. Have you been assessed previously by HLL : (Yes/No)

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7. List of customers :
(a) Government Dept./PSU's :
(b) Private Sector :

Place:
Date:

NAME AND SIGNATURE OF THE VENDOR
(Office Seal)

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

Recommendation/Remarks of the committee

Committee Members:

1. Head of User Department
2. Head of Purchase Department

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SCHEDULE - H

DECLARATION

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

Ref: e-TENDER NO. HLL/CHO/HR/SECURITY OUTSIDE KERALA/2024-27

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

(II) We hereby declare that we are eligible to bid as per the eligibility stipulated by Government Order no F.No.6/18/2019-PPD dated 23-July-2020 inclusive of the latest amendments regarding insertion of rule 144(Xi) in the General Financial Rules (GFR) 2017, issued by Ministry of Finance, Government of India. We are aware that any bidder indenting to participate in this tender who is from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority as per the Government Order.

(iii) In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we are local service provider / bidder meeting the requirement of minimum Local content (50%) as defined in above orders for the services against referred tender. We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

(iv) We have examined the above-mentioned Tender document, including amendment(s) /corrigendum(s) (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver (Description of services) in conformity with your above referred document, as shown in the price schedule(s), attached herewith and made part of this tender. If our tender is accepted, we undertake to supply the services as mentioned above, in accordance with the tender requirement.

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

(vi) We agree to keep our tender valid for acceptance as required in the tender document, or for subsequently extended period, if demanded by HLL.

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(vii) We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

(ix) We hereby agree to all terms and conditions of the tender enquiry document and its amendments.

(x) We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities and none of our contracts have been terminated / foreclosed on account of our default/ non-fulfilment of contractual obligations, during the last 5 years from the date of submission of our bid.

SEAL OF THE APPLICANT/BIDDER

SIGNATURE OF THE BIDDER
(Name and Address with seal)

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SCHEDULE-H1

BID SECURITY DECLARATION

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

From

To

SENIOR VICE PRESIDENT HR i/c
Corporate Head Office
HLL Lifecare Limited
(A Government of India Enterprise),
,Thiruvananthapuram-695017,

Ref: e-TENDER NO. **HLL/CHO/HR/SECURITY OUTSIDE KERALA/2024-27**

Dear Sir,

I/We, hereby declare that if we withdraw or modify the bids during the period of Validity, we agree to be suspended for the time specified in the Tender Documents. . In the event of us withdrawing the bid, HLL will have absolute right to suspend / debar us from participating in future tender(s) published by HLL for a period of 2 year(s) or as decided by HLL; and also we hereby waive off our right to dispute any such decision of HLL to suspend us in the manner mentioned above.

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

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SCHEDULE - I

REQUISITION FROM FOR E-PAYMENT

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

Certified that I am having a Savings/Current Account in Name of Bank
.....at <Name of Branch>with
<IFSC Code>-----

The Account Number is: -----

I wish to receive all payments in this account through NEFT and RTGS systems, as the case may be, for all payments relating to this order.

Name of Bidder

Place:-----

Date:-----

(Attach Scanned copy of Cancelled Cheque of above Bank)

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Annexure –A

Wage structure (Guard category)

SL NO	JOB DESCRIPTION	WAGE STRUCTURE
1	Guard for Security Works as per the tender condition.	Basic***
		DA***
		PF of employer @13% of (Basic +DA)
		ESI of employer @3.25%of (BASIC+DA)
		Service Charges# (Bidder shall quote only the service charges in BOQ and uploaded in Envelope III)

Note: GST extra as applicable

***Minimum wages applicable as per Central Govt. notification for Guard category will be fixed by the Company.

#Bidder shall quote only the service charges in BOQ and uploaded in Envelope III.

- **Entering price anywhere other than BoQ will disqualify the bid**

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Annexure –B

Wage structure (Supervisor category)

1	Supervisor for Security Works as per the tender condition.	Basic***
		DA***
		PF of employer @13% of (Basic +DA)
		ESI of employer @3.25%of (BASIC+DA)
		Service Charges# (Bidder shall quote only the service charges in BOQ and uploaded in Envelope III)

Note: GST extra as applicable

***Minimum wages applicable as per Central Govt. notification for supervisor category will be fixed by the Company.

#Bidder shall quote only the service charges in BOQ and uploaded in Envelope III.

- **Entering price anywhere other than BoQ will disqualify the bid**

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SCHEDULE- J

PRE-CONTRACT INTEGRITY PACT

This Pre- Contract Integrity Pact (herein after called the Integrity pact) is made on day of the month of2024,

Between

HLL Lifecare Limited, a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695012, 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 atrepresented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller”/Security Agency which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second party.

Preamble

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

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

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SCHEDULE-J
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1. Enable HLL to obtain the desired materials/stores/equipment/work/project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Clause. 1. Commitments of HLL

- 1.1 HLL undertakes that HLL and/or its Associates (i.e. employees, agents , consultants, advisors, etc.) will not demand , take a promise for or accept, directly or through intermediaries, any bribe, consideration , gift, reward favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HLL will, during the tender process/pre- contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HLL will report to Chief Vigilance Officer of HLL(CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

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1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of

HLL's Associates (i.e. employees, agents, consultants, advisors etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/SECURITY AGENCYs

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
- 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.

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- 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principles or associates.
- 2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.
- 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre- contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER 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 BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.

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2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/Security Agency(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

2.18 The Bidder(s)/Security Agency(s) of foreign origin shall disclose the name and address of the Agents/representatives in India. If any. Similarly the Bidder(s)/Security Agency(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

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

3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or

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credibility in question, HLL is entitled to disqualify the BIDDER from the tender process.

Clause.4. Equal treatment of all Bidders/Security Agencies/SubSecurity Agencies

- 4.1 The Bidder(s)/Security Agency(s) undertake(s) to demand from his Subcontractors a Commitment in conformity with this Integrity Pact.
- 4.2 HLL will enter into agreements with identical conditions as this one with all Bidders and Security Agencies.
- 4.3 HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation/Breach

- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf(whether with or without the knowledge of the BIDDER)shall entitle HLL to take all or any one of the following action, wherever required:-
 - i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the Security Agency liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/performance guarantee, whichever is higher.
 - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank

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- of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
- vi. To encash the advance bank guarantee and performance guarantee/warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding of HLL for a minimum period of five(5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 6.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf(whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

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Clause. 6. Fall Clause

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

Clause. 7. Independent External Monitor(s)

- 7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and Addresses of the Monitor(s) to be given).
- 7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor(S) notices , or has reason to believe , a violation of this pact, he will so inform the CVO.
- 7.6 The BIDDER(S) accepts that the Monitor(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub Security Agency(s) engaged by the BIDDER. The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/Sub Security Agency(s) with confidentiality.
- 7.7 HLL will provide to the Monitor(s) sufficient information about all meetings among the parties to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the Monitor(s) option to participate in such meetings.

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

Clause. 8. Criminal charges against violating Bidder(s)/ _____ Security Agency(s)/ Sub Security Agency(s)

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

Clause.9. Facilitation of Investigation

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

Clause.10. Law and Place of Jurisdiction

Both the parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Thiruvananthapuram Jurisdiction.

Clauses.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.

Clauses.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Security Agency /Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the BIDDER/Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman and Managing Director of HLL.

Clause.13. Other provisions

13.1. Changes and supplements as well as termination notices need to be made in writing.
Both the Parties declare that no side agreements have been made to this Integrity pact.

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- 13.2. If the Security Agency is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

HLL

BIDDER

Name:
Designation:
HLL Lifecare Limited,
Thiruvananthapuram.

Chief Executive

Witness

Witness

1.....

1.....

2.....

2.....

*Provisions of these clauses would be amended/deleted in line with the policy of the HLL in regard to involvement of Indian agents of foreign suppliers.