

KANAGALA – 591225

**HLL/BGM/HR/** **Additional Manpower /2021-2022 Date: 02.12.2021**

**TENDER NOTIFICATION**

Sealed Tenders are invited from Experienced and Registered Contractors for carrying out the various additional works in various sections i.e. Administration, Stores, QC & Lab, OCP, Electrical Department, Mechanical Department, and BDU etc. in our Factory at Kanagala - 591225 on daily contract basis by engaging manpower for a period of ONE Year. The general terms and conditions will be applicable as per the Annexure- A enclosed herewith.

|  |  |  |
| --- | --- | --- |
| **Sl. No** | **Particulars** | **No of Requirements** |
| 1 | Manpower for Miscellaneous Work  | 10 |

1. The completed tenders should reach to the undersigned on or before 17.12.2021 17:15 Hrs.
2. EMD & Security Deposit: As per the Office Memorandum No:8515 dt.9.11.2020, EMD exempted till 31.12.2021. In lieu of EMD, we are ensuring Bid Security Declaration from the tenderer which available along with this tender document. Also Performance Security Deposit reduced from existing 5% to 3% of the work order value.
3. The tender will be opened on 18.12.2021 at 11:00 AM. Or if the tender will not open on said date the convenient date will be communicated to the tenderer.
4. The questioner enclosed with this tender is to be submitted along with the quotation.
5. Preference will be given to L1 party. However, HLL reserves the rights to allot the contract to the other parties other than L1

**Senior Manager (HR)**

**Questionnaire – General Information of the Tenderer.**

|  |  |  |
| --- | --- | --- |
| **Sl.** | **Subject** | **Details** |
| 1 | Name of the Contractor  |  |
| 2 | Contact Person Telephone No/Fax No/E-mail ID |  |
| 3 | In case the contract is awarded Manpower capacity per day.  | Max. Persons employed ………..  Per day  |
| 4 | GST Registration No, if applicable |  |
| 5 | PAN Card No |  |
| 6 | EPF Registration No, if applicable |  |
| 7 | ESI Registration No, if applicable |  |
| 8 | Labour License, if applicable |  |

# DECLARATION

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

 Signature

#####  Name & Address

Date:

Place:

 Seal of the Tenderer

**Rate Schedule for Additional (Unskilled) Manpower:**

1. Name & Address of the Tenderer**:**

1. Rates Quoted

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

***Note:***

*\*All statutory payments should be included.*

*\*Service charges shall include administration overheads and**Payment of Supervisory Staff, Profit margin and all other charges etc.*

*\*Approximately 10 No’s of manpower for Miscellaneous Work may be required on monthly basis.*

*\*\* Grand Total* L-1 rates only will be considered for further process of Tender.

**Seal & Signature of Tenderer**

**Place:**

**Date:**

**Annexure – A**

**General Eligibility Criteria:**

1. The Tenderer / Contractor should have a minimum of one year of experience in Manpower Supply in any reputed organization.
2. The Tenderer / Contractor should have Registration with EPF, ESI, Income Tax, GST, and Labour authorities, if applicable.
3. The Tenderer / Contractor should able to provide sufficient manpower as per the requirements.
4. Execution of other contracts with HLL Lifecare Ltd will be an added advantage.

**General Terms and Conditions**

1. The Quotation shall be submitted in sealed cover addressed to the Executive Director (Operations) & Unit Chief, HLL Life Care Ltd., Kanagala-591225 should reach us on or before the due date and time mentioned in the Tender Notification. HLL Lifecare Ltd., shall not be responsible for any delay, if any, in the delivery of the bidding documents or non-receipt of the same.
2. Section 101 (Exemption of occupier or Manager from liability) of chapter X under the Factories Act 1948 (AII LXIII of 1948) (23rd September 1948) is applicable
3. Payment will be released on monthly basis on submission of proper bills attaching the documents specified by the Company.
4. Taxes and duties if applicable are to be borne by the contractor only.
5. The contractor will have to submit an affidavit at the time of signing the agreement indicating that all employees of the contractor are paid the minimum wage as per Minimum Wages Act.
6. Preferably Contractor should have independent ESI and PF code number /PAN number and GST registration allotted by the concerned authorities (if required). The contractor will be solely and exclusively responsible to adhere to meet out all statutory obligations under Indian law in respect of compliance of all the rules, regulations and directions given by a statutory authority with regard to safety, labour laws, PF and ESI remittance or any other prevalent laws both of Central and State Enactments.
7. Contractor will comply with all the statutory norms including hours of work and Holidays / Rest etc.
8. The Contractor should take license under the Contract Labour (R & A) Act 1970 and other statutory licenses if any before commencement of work and should be produced, if required.
9. Work is to be carried out strictly as per the schedule and any change in the mode of work if desired by HLL is to be implemented and the contractor shall supervise the work.
10. HLL Lifecare Ltd. has no obligation with regard to statutory and other welfare measures for the workmen employed by the contractor for the said contract.
11. In the event of unsatisfactory services rendered by the contractor, the contract may be cancelled by the HLL by giving one month's notice. In case the contractor is having any difficulty to continue the contract he /she should give a two-month notice in writing to HLL for short closing the contract. In case the contract is short closed, HLL may forfeit the Security deposit / levy penalty as decided by the HLL authority.
12. No legal right shall vest in the contractor's workers to claim employment or otherwise absorption in neither HLL nor the contractor's workers shall have any right whatsoever to claim the benefit and/or emoluments that may be permissible or paid to the employees of HLL. The workers will remain the employees of the contractor and this should be the sole responsibility of the contractor to make it clear to his/her workers before deputing them to work at HLL.
13. The total HLL Campus is ‘NO SMOKING ZONE’. Smoking, chewing tobacco / pan masala, consuming liquor etc. is strictly prohibited inside the premises. Violation of the same shall attract a penalty up to Rs.5000/- for each instance. Such penalty shall be recovered from the contractor’s Bills.
14. The contractor shall take applicable insurance or cover all the workmen under the provisions of ESI as the case may be.
15. On award of contract, Security Deposit (SD) of 3% of work order value in cash OR Bank guarantee of equivalent amount is to be submitted. OR SD will be recovered @3% from each bill. The SD amount will be returned without any interest by cheque only after satisfactory completion of the Contract. Bank Guarantee of Nationalized Bank only is acceptable.
16. In case of any damages caused to HLL property by contractor/his/her men while executing the job, the cost of the same shall be recovered from the contractor.
17. The rates quoted should be valid till the completion of contract and will not be enhanced during the period of the contract on any account. Sub contract is not allowed.
18. The Contractor has to ensure that all precautions are taken for safety of his employees and equipment.
19. Work is to be carried out strictly as per the schedule and any change in the mode of work if desired by us is to be implemented and the contractor shall supervise the work.
20. Contractor or his/her authorized representative shall solely entitled to instruct their workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
21. Workers engaged by contractors for aforesaid work shall be Contractors employee only and not of HLL Life Care Limited, Kanagala.
22. Transport / conveyance of workers engaged by the contractor is to be arranged by the contractor at his cost only wherever and whenever required or insisted.
23. Wage Slip indicating the PF deductions & employee individual PF number should be issued. Contractor shall disburse the wages to his employees deployed by him for the concerned contract work on or before 7th day of subsequent month following, irrespective of whether HLL Life care Limited has settled any of contractor’s bills or not before that date.
24. Contractor shall disburse the payment to his deployed employees through e-payment mode i.e. through bank only. Non-compliance to this condition shall attract a penalty of Rs.5000.00 per month
25. Contractor to ensure that the employees deployed in the premises of HLL are physically and mentally fit and do not have any criminal record. Such employees should posses requisite skill, proficiency, qualification and experience etc. acceptable to concerned department.
26. The contractor shall arrange for the Medical check up of his/her employees and produce the fitness certificate from the authorized hospital/Doctor before reporting for the work.
27. It is the contractors’ responsibility for the safety aspects of his/her employees deployed for the work. He/she should provide necessary safety equipments like Shoes, Gloves, and Mask etc. at his/her own cost to his/her employees deployed for the said work wherever necessary. The safety and quality policy of the Company shall be complied by the contractor
28. The Company HLL Lifecare Ltd. reserves the right to cancel the contract at any time during the contract period without paying any compensation and the decision of the HLL Lifecare Ltd. with regard to termination of contractual provision will be final. In the event of contractor abandoning the work OR HLL revoking the contract HLL reserves the right to get incomplete work completed at contractor’s RISK and COST. HLL shall have a right to terminate the contract at any time without assigning ay reason thereof.
29. Contractor shall indemnify HLL against all claims by statutory authorities and losses under various labour laws, statutes OR any civil or criminal law in connection with the employees employed by him/her.
30. The contractor shall liable to pay statutory Bonus under payment of Bonus Act 1965 and submit proof of disbursement along with received copy of Form –D.
31. The contractor shall responsible for the discipline of his/her own laborers deployed under the service contract. In case of any loss to HLL on account of indiscipline of contract labour then such loss shall be assessed and recovered from the contractor’s bills or from the security Deposit.
32. The contractor shall not employ any person who has not completed his/her 18 years of age and person who attained 60 year of age.
33. LEGAL COMPLIANCE - The Contractor shall comply with all the provisions regarding licensing, welfare & health procedures, maintenance of various records & registers etc. as provided under the Contract Labour (Regulation & Abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Govt. from time to time. For non-compliance of any provisions, statutory compliances under law, the contractor shall be responsible for penalties levied by the appropriate authorities under the Act. The contractor shall also be liable to comply with all other labour & Industrial Laws and such other Act, payment of Bonus Act, Minimum Wages Act etc. Depositing ESI, PF Contributions as may be applicable is the responsibility of the contractor for any default in compliance the contractor shall be held responsible.
34. The contractor shall make good all damage/loss which may be caused by any act or default of the contractor, his/her agents or servants or workers to any property of the Institute HLL reserves the option to make good the damage or loss by charging the contractor with the expenses.
35. Dispute if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole arbitrator to be appointed by HLL at Hukkeri Court as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under. Any Arbitrator appointed shall not have the jurisdictions to pass any interim awards, or to grant interest higher than 8% charged simply on the award amounts or amounts payable to either party. No dispute arising of the execution, implementation or termination of the present contract, as also any other dispute with respect to the present contract be entertained by any court and shall be subject matter of Arbitration under the Indian Arbitration and Conciliation Act, 1996 and rules framed there under.
36. All legal disputes shall be subject to jurisdiction of Hukkeri court (Belagavi Dist. Karnataka) only.
37. In case of back out from the commitment, the SD will be forfeited/Penalty followed by blacklisting.
38. The contractor shall submit duly signed undertaking enclosed with the tender document.

**Name of the Tenderer:**

**Address of Tenderer :**

**I accept the above condition**

**(Full signature of the Tenderer with seal of the Agency)**