

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED
(भारत सरकार का उद्यम) (A GOVT.OF INDIA ENTERPRISE)
पेरूरकडा पी.ओ. PEROORKADA. P.O.,
तिरुवनन्तपुरम -695 005 THIRUVANANTHAPURAM-695 005
PHONE NO: 0471 2437270
EMAIL: materialspt@lifecarehll.com

निविदा नं. एचएलएल / पीएफटी/ यात्री वाहन

Tender No: HLL/PFT/PUR/08/R1/PQ/PASSENGER VEHICLES/2019-2022

तारीख Dated : 24.07.2019

ठेके के आधार पर पैसेंजर वाहनों (कारों) के लिए निविदा
**TENDER FOR HIRING PASSENGER VEHICLES (CARS) ON CONTRACT
BASIS FOR , HLL LIFECARE LIMITED, PFT**

तकनीकी वाणिज्यिक बोली
TECHNO COMMERCIAL BID

S. No.	Event/ Details	Date / Details
1	Date of Issue of Tender	24-07-2019
2	Pre Bid Meeting	01-08-2019, 11.30AM
3	Bid submission end date	14-08-2019, 3.00 PM
4	Technical Bid Opening date	14-08-2019, 3.30 PM
5	Tender Processing Fee	Rs. 560/- (Including GST)
6	EMD	Rs. 9,000/-Per vehicle.

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निविदा सूचना TENDER NOTICE

विषय : ठेके के आधार पर यात्री वाहनों (कारों) को किराए पर लेने के सम्बन्ध में
Sub: Hiring Passenger Vehicles (Cars) on Contract basis reg:-

आधिकारिक उपयोग के लिए यात्री कार प्रदान करने के लिए इच्छुक एजेंसियों / व्यक्तियों से दो बोली प्रणाली (तकनीकी-वाणिज्यिक बोलियां) के तहत सीलबंद और सुपर लिखित निविदा / कोटेशन आमंत्रित किए गए हैं। यात्री कारें (विवरण नीचे दी गई हैं) 1 जुलाई 2019 को या उसके बाद पंजीकृत होंगी। वाहनों (कारों) का उपयोग हमारे एचएलएल लाइफकेयर लिमिटेड - कॉर्पोरेट ऑफिस, पूजपुरा, तिरुवनन्तपुरम में किया जाएगा। अनुबंध 5 वर्षों की अवधि के लिए होगा। इच्छुक बोलीदाता www.lifecarehll.com आधिकारिक वेबसाइट से निविदा दस्तावेज डाउनलोड कर सकते हैं।

Sealed and super scribed tenders / quotations under two bid system (Techno – Commercial Bids) are invited from agencies/individuals interested for providing Passenger Vehicles having valid All Kerala Taxi Permit (Cars) for official use. The Passenger Vehicles (Cars - details are given below) shall be registered on or after 1st January 2019. The vehicles (cars) will be utilized at our HLL Lifecare Limited – Peroorkada Factory, Peroorkada, Thiruvananthapuram. The contract will be for a period of 3 years.

Intending eligible bidders may download the tender documents from the official website i.e. www.lifecarehll.com

Details of Passenger Vehicles (Cars)

Category No	Category of Vehicle	No of vehicle
1	MPV Type - (Suzuki ERTIGA / Mahindra Marazzo)- 6+1 Seater-Diesel A/C	1
2	Sedan Type - (Swift Dzire/ Ford Aspire / Honda Amaze / Toyota Etios) - Diesel A/C	1
3	Hatchback Type - (Suzuki Swift / Toyota Etios liva / Ford Figo) - Diesel A/C	1

Colour of vehicles : White.

निविदा दस्तावेज को हमारी वेबसाइट www.lifecarehll.com से डाउनलोड किया जा सकता है। हमारी वेबसाइट से निविदा दस्तावेजों को डाउनलोड करने वाले बोलीदाताओं को एचएलएल लाइफकेयर लिमिटेड के पक्ष में तैयार की गई रु.525/- के लिए डिमांड ड्राफ्ट को निविदा दस्तावेजों की लागत

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निविदा नं. एचएलएल / पीएफटी/ यात्री वाहन

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की ओर बोली के साथ शामिल करना होगा, जो तिरुवनंतपुरम में देय होगा। बिना रु .560 / - के लिए डीडी के साथ निविदाएं अस्वीकृत किया जायेगा।

The tender documents can be downloaded from our Website: www.lifecarehll.com. The bidders downloading the tender documents from our website are required to enclose Demand Draft for Rs.560/- (inclusive of GST) drawn in favor of HLL Lifecare Ltd, payable at Thiruvananthapuram towards the cost of tender documents, along with the Bid. The Tenders not accompanied by the DD for Rs.560/- will be summarily rejected.

Pre- Bid Meeting

A Pre-bid meeting is arranged on 01/08/2019, 11.30 AM at Mini Conference Hall, HLL Lifecare Limited, Peroorkada Factory, Thiruvananthapuram-695005. Interested bidders may attend the pre-bid meeting.

निविदाओं की प्राप्ति की तारीख

The last date of receipt of Tenders

: 14/08/2019 at 3.00 p.m

तकनीकी बोली खुलने की तारीख

Date of opening of Technical Bid

: 14/08/2019 at 3.30 p.m

वरिष्ठ प्रबंधक (क्रय)

GENERAL MANAGER (PURCHASE)

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED
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तारीख Dated : 24.07.2019

CONTENTS OF BIDDING DOCUMENTS

TECHNICAL BID FORMS

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1.	SCHEDULE – A	SPECIFICATION .	5
2.	SCHEDULE – B	MINIMUM ELIGIBILITY CRITERIA	6
3.	SCHEDULE – C	TERMS & CONDITIONS	7 to 14
4.	SCHEDULE – E	QUESTIONNAIRE FOR MINIMUM ELIGIBILITY CRITERIA	15
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6.	SCHEDULE – H	DECLARATION	17
7.	SCHEDULE - J	PRE-CONTRACT INTEGRITY PACT	18 to 28

NOTE: Technical Bid & Price Bid forms shall be submitted in Separate Covers.

How to send the Bid:

Both the Bids i.e. Technical Bid & Price Bid shall be submitted in sealed covers separately. Technical Bid & Price Bid shall be superscribed on the respective covers in order to clearly identify between the Two Bids.

The two separately marked Bids enclosed in single sealed cover with **Tender No: HLL/PFT/PUR/08/R1/PQ/PASSENGER VEHICLES/2019-2022** complete in all respect addressed to The GENERAL MANAGER (PURCHASE),HLL LIFECARE LTD(A Government of India Enterprise)P.B. No.2, PEROORKADA,THIRUVANANTHAPURAM – 695 005,KERALA, INDIA,Ph. 2437270,2433459,2435325,2539009 ,Fax: (0471) 2435013, 2432402, e-mail: materialsnt@gmail.com, materialspt@lifecarehll.com should reach us on or before the due date and time mentioned in the Tender document.:

PRICE BID

1.	SCHEDULE - I	PRICE BID	Page No.29
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Schedule-I –Price Bid shall be filled, signed, sealed and submitted.

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तारीख Dated : 24.07.2019

SCHEDULE –A

SPECIFICATION OF VEHICLES REQUIRED

Sl. No	Type of vehicle	Quantity	Year of Regn. Not earlier than
1	6+1 Seater Type - (Suzuki ERTIGA / Mahindra Marazzo) - Diesel A/C	1	January 2019
2	Sedan Type - (Swift Dzire/ Ford Aspire / Honda Amaze / Toyota Etios) - Diesel A/C	1	January 2019
3	Hatchback Type - (Suzuki Swift / Toyota Etios liva / Ford Figo) - Diesel A/C	1	January 2019

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तारीख Dated : 24.07.2019

SCHEDULE – B

MINIMUM ELIGIBILITY CRITERIA

- 1) The tenderer must be the owner of vehicles. In case of Firm / Company, the vehicle can be owned by the Firm/Company.
- 2) The vehicle should be registered on or after 1st January 2019. Copy of the RC book to be enclosed along with the tender to prove the ownership and year of Registration.
- 3) The vehicle should be diesel variant with functional A/C system.
- 4) The vehicles provided should be roadworthy, in good condition, and should have valid registration, road permit, records of having paid road tax and insurance, to carry out the passenger transportation.
- 5) The copy of RC Book, Road Tax and Insurance paid Certificate, Fitness Certificate, All Kerala Taxi Permit and Pollution Certificate duly self-attested shall be submitted along with Tender document for the offered vehicles.
- 6) An EMD of Rs.9,000/- (Rupees Nine thousand only) per vehicle by way of Demand Draft favoring HLL Lifecare Limited, Thiruvananthapuram payable at Thiruvananthapuram should accompany the tender. Tender without EMD will be summarily rejected.
- 7) SSI/MSE units interested in availing exemption from payment of tender fee & EMD should submit a valid copy of their Udhyog Aadhar registration certificate.

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SCHEDULE- C

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**TERMS AND CONDITIONS FOR HIRING OF PASSENGER VEHICLES (CARS) FOR
OFFICIAL USE ON CONTRACT BASIS**

- 8) The tenderer must be the owner of vehicles. In case of Firm / Company, the vehicle can be owned by the Firm/Company. The vehicle should be registered on or after 1st January 2019. Copy of the RC book to be enclosed along with the tender to prove the ownership and year of Registration. In the case RC book is not available at the time of tender opening, the same shall be submitted within 30 days from the tender opening date. The vehicle should be diesel variant with functional A/C system. The vehicles provided should be roadworthy, in good condition, and should have valid registration, road permit, records of having paid road tax and insurance, to carry out the passenger transportation. The copy of RC Book, Road Tax and Insurance paid Certificate, Fitness Certificate, All India Taxi Permit and Pollution Certificate duly self-attested shall be submitted along with Tender document for the offered vehicles.
- 9) A prospective bidder can submit proposals for one category of vehicle or more than one category, in a single bid which should be submitted in two parts, viz Technical Bid and Price Bid as specified elsewhere in the document.
- 10) If the contractor is a firm / company, GST registration shall be produced if applicable.
- 11) An EMD of Rs.9,000/- (Rupees Nine thousand only) per vehicle by way of Demand Draft favoring HLL Lifecare Limited, Thiruvananthapuram payable at Thiruvananthapuram should accompany the tender. Tender without EMD will be summarily rejected.
- 12) The rate should be quoted in the enclosed format.
- 13) An amount equivalent to 5% of the annual rate agreed per vehicle including tax is to be remitted as security deposit by the successful tenderer.
- 14) The Earnest money of successful bidder/s will be converted to Security deposit and the bidder will be required to remit only the balance amount within seven days of

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finalization of tender. EMD remitted will be forfeited if the successful tenderer withdraws after opening the tender.

- 15) The vehicle should be cleaned on a daily basis (both inside & outside). The vehicle should be serviced once in a month & the service report should be submitted in HR department at HLL Lifecare Ltd, Peroorkada factory. The vehicle should be taken out for service only on holidays. A total of 2200 kilometers shall be used in a month without any extra cost with a locking period of three months.
- 16) Regular availability of fuel in the vehicles should be ensured by the contractor at all times.
- 17) The rates quoted shall include wages to the driver, cost of oil, fuel, taxes, insurance, and service charges. The Contractor shall solely be responsible for compliance of statutory and non-statutory requirements involved in providing the vehicle on monthly rental.
- 18) In case of any accident, the contractor will be solely liable and HLL Lifecare Limited will not have any liability for the damages or compensation.
- 19) The contractor shall bear the cost of all the maintenance work of the vehicle provided. In case, the vehicle cannot be made available due to breakdown, inspection etc, the contractor shall make alternative arrangements to provide substitute vehicle of the same category failing which the amount born by the company to arrange a vehicle, will be recovered from the bill of the contractor.
- 20) The bidder should not offer vehicles which are already under contract with other units of HLL Lifecare Limited.
- 21) The drivers and vehicles should be covered by valid Insurance and the Payment of compensation in case of any accident or otherwise shall be the responsibility of the contractor.

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- 22) No advance will be given for the service provided by the contractor and the payment will be made only on monthly basis on presentation of bill after statutory deductions such as Income Tax, others as applicable. The contractor should also ensure that wages not less than the minimum wages applicable is paid to the driver. Certificate to this effect shall be submitted by the contractor along with the monthly bill. PF & ESI coverage as applicable shall be the responsibility of the contractor.
- 23) The charges for additional Kilometers, if any, will be paid every month at the rates finalized.
- 24) Failure to provide vehicles or drivers or failure to arrange fuel on any day will be treated as breach of contract and appropriate penal action including forfeiture of security deposit will be effected.
- 25) The meter indicating the kilometer should be accurate and in working condition as per the regulation of the Regional Transport Authorities concerned. The kilometer reading will be recorded at the office premises i.e, kilometer at the time of going out of office and at time of returning to office. The odometer of the vehicle should be in working condition and in case any defect occurs, it shall be rectified within 3 days after making alternate arrangements to perform the work undertaken.
- 26) Log book will be kept in Vehicle under the custody of the driver for recording the distances of journeys performed and will be verified on daily basis for settlement of monthly bill.
- 27) The driver shall fill in the Trip Sheet forms made available from the Security Gate.
- 28) The contract will be for a period of **THREE** years.
- 29) On awarding the contract, the contractor shall execute an agreement with HLL Lifecare Limited to the effect in a stamp paper equivalent to Rs.200/- (Rupees One Hundred Only). The draft Agreement available with HR Department of HLL Lifecare Ltd , Peroorkada shall be fully understood by the tenderers before filling the tender.

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- 30) The tenderer should ensure that the drivers engaged are regular. The character and antecedent of the driver shall be verified and certified by the appropriate authority. The drivers of the vehicle should have good vision, should be well behaved and should hold valid driving license. The drivers engaged by the contractor shall wear uniform while on duty as per relevant provisions of the Motor Vehicles Act, Kerala. In case the company decides to change the driver, the contractor should provide substitute immediately. The drivers engaged shall be of the age of 50 years or below. Normal working hours of the drivers shall be from 08.00 AM to 08.00 PM. The contractor shall take necessary Insurance coverage for the drivers engaged by him.
- 31) The allotted vehicle and the driver supplied for the contract once and approved by the company shall not be changed without prior approval during the period of the contract until otherwise instructed by the company.
- 32) The vehicles shall be provided for all the days including Sundays & holidays. Alternate Sundays may be given off at the discretion of the company. One day will be off preferably on Second Saturday for servicing the vehicle.
- 24) The normal working hours will be from 8.00AM to 8.00PM However the vehicle has to run as per the requirement of the company.
- 25) Outstation Bata.
- In case of vehicles leaves Thiruvananthapuram district and vehicle is halting outside Thiruvananthapuram during night time, an additional amount of Rs 250.00 per day will be paid as an allowance to the driver.
- In situations, where the vehicle leave Thiruvananthapuram district and return back without overnight stay, an additional amount of Rs.150/- per day will be paid as allowance to the driver.
- 26) In the event of any dispute upto the tender finalization the same shall be referred to Unit Chief - Peroorkada Factory, Thiruvananthapuram. The decision of Unit Chief - Peroorkada Factory will be final and binding on all the Tenderers / Contractors.

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- 27) In case if the vehicles are utilized before or after the normal working hours (08.00 AM – 08.00 PM) an amount of Rs. 100/- per day will be paid.
- 28) The company has the right to terminate the contract in case the performance of the contractor is not satisfactory, by any point of view, upon serving a 3 months' notice.
- 29) The rate finalized against the tender shall remain firm and valid for a period of **THREE** years from the date of work order and no revision/escalation will be considered except in the case of increase or decline in fuel price.
- 30) There shall be no employer employee relation between HLL Lifecare Limited and the driver. The whole supervision and control of driver shall be with the contractor. They shall be employees of the owner of the vehicle(Contractor) only, not with HLL.
- 31) All the vehicles shall be of white color.
- 32) All the vehicles shall have All Kerala Taxi permit
- 33) Name boards as per RTO/KMVD rules such as “On contract with HLL Lifecare Limited, Government of India” to be displayed on front and rear i.e. above the front and rear number plates of all vehicles provided during the contract period. The specifications of the same will be intimated once contract is awarded. Vehicles without the name board shall not be permitted for duty under any circumstances.
- 34) All the drivers supplied by the contractor shall have valid license and badge.
- 35) All the drivers supplied by the contractor should produce police clearance certificate from concerned police station and traffic police station.
- 36) **Diesel rate increase /consumption Norm :**
 - a) Rate of the diesel at Thiruvananthapuram on the tender opening date will be considered as base rate for rate revision (R1), where as R2 is the revised rate.

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b) Amount for rate revision(A) :

$$\frac{\text{Rate change per litre (R2-R1)} \times \text{Total No of KM run}}{\text{Running KM per litre}}$$

c) The running KM per liter of diesel will be computed for various categories of vehicles as under:-

Cat. no	Type of Vehicle	Running KM per liter of diesel
1	6+1 Seater Type - (Suzuki ERTIGA / Mahindra Marazzo) - Diesel A/C	15 KM
2	Sedan Type - (Swift Dzire/ Ford Aspire / Honda Amaze / Toyota Etios) - Diesel A/C	15 KM
3	Hatchback Type - (Suzuki Swift / Toyota Etios liva / Ford Figo) - Diesel A/C	16 KM

Rate revision on account of change in fuel price will be allowed based on the above calculation from the date of fuel revision and the same will be considered once in every quarter upon request from the party.

- 36) The company reserves the right to cancel the tender or to award the contract to one or more fully or partially at its discretion.
- 37) Any delay in receipt of tender will be at the tenderer's risk. HLL Lifecare Limited reserves the right to reject any or all the tenders without assigning any reason.
- 38) Tender by fax/e-mail will not be accepted.
- 39) The Company shall not be liable for the delay in submission of tenders after the due date specified above due to any reason including Postal delays etc.

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- 40) This tender is a Two bid system. Price bids in the prescribed form duly completed in all respects shall be submitted in sealed cover super scribing-“Price bid for HIRING OF PASSENGER VEHICLES (CARS)”. Technical bid documents (All documents mentioned in the Questionnaire and others as mentioned tender except the price bid format) completed in all respects (including Tender fee & EMD) should be submitted in sealed cover super scribing- “Technical bid for HIRING OF PASSENGER VEHICLES (CARS)”. The above two sealed covers should be put together in another big cover/envelope which should be sealed. This big cover / envelope shall be super scribed as “HLL /PFT/PUR/PASSENGER VEHICLES” with name of the tender “TENDER FOR HIRING OF PASSENGER VEHICLES (CARS) ON CONTRACT BASIS” addressed to the GENERAL MANAGER - PURCHASE SECTION, HLL LIFECARE LIMITED , PEROORKADA FACTORY, THIRUVANANTHAPURAM – 695005.
- 41) SSI/MSE units interested in availing exemption from payment of tender fee & EMD should submit a valid copy of their Udhyog Aadhar registration certificate along with technical bid. But the Party has to provide Security deposit if Tender is awarded to them.
- 42) 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% for women entrepreneurs. In the event of failure of SC or ST entrepreneurs to participate in tender or meet tender Requirements/conditions regarding price the same will be sourced from other MSE enterprises.
- 43) Please ensure that no sensitive data pertaining to Price is enclosed in Technical bid cover.
- 44) In case of non availability of the vehicles on any day, the same will attract penalty and the expense incurred by the Company in this regard for arranging vehicles from other sources will be deducted from the Contractor from the monthly hire charges payable to him by the company or from his security deposit.

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED
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तिरुवनन्तपुरम -695 005 THIRUVANANTHAPURAM-695 005
PHONE NO: 0471 2437270
EMAIL: materialspft@lifecarehll.com

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Other Penalties will be as under:

Late Reporting : up to one Hour Rs. 200/-

: up to Two hour Rs. 400/-

: up to three Hours Rs. 600/-

: up to four hours Rs 800/-

Non Reporting : Rs.2000/-per day

Poor maintenance of vehicle : Rs.2000/- per month

Improper Maintenance of Logbook : Rs.100/- each instance

Non- observation of dress code : Rs.100/- each instance

Fine for Late reporting cases would be dealt on case to case basis by the designated officer of HLL Lifecare Limited.

45) The additional vehicles hired if any shall be provided by the contractor within 15 to 30 minutes after receiving the intimation.

46) HLL Lifecare Limited reserves the right to increase or decrease the number of vehicles to be hired.

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

48) HLL Lifecare Limited shall fix the criteria for responsiveness of a Bid based on critical factors in the Tender Document. Bids pronounced non-responsive by HLL shall be summarily rejected.

49). Suppression of facts will disqualify the Bidder.

GENERAL MANAGER (PURCHASE)

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED
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 PHONE NO: 0471 2437270
 EMAIL: materialspt@lifecarehll.com

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निविदा नं. एचएलएल / पीएफटी/ यात्री वाहन

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SCHEDULE -E

**QUESTIONNAIRE TO BE FILLED FOR MINIMUM ELIGIBILITY CRITERIA
 FOR PROVIDING PASSENGER VEHICLES (CARS)**

1	Details of vehicles offered Category 1 Make: Number of Vehicles offered:	
2	Category 2 Make: Number of Vehicles offered:	
3	Category 3 Make: Number of Vehicles offered	
4	Have you enclosed self attested copy of the following for each offered vehicles a) R C book b) Road Tax paid Certificate c) Insurance paid Certificate d) Fitness Certificate e) Pollution Certificate. f) All Kerala Taxi Permit.	Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No
5	Do you agree to provide Security deposit of 5% of the annual rate agreed per vehicle including tax?	Yes/No
6	Have you enclosed a copy of PAN Card?	Yes/No
7	Have you enclosed EMD by way of DD as per tender?	Yes/No
8	Have you enclosed the Tender Fee ?	Yes/No
9	Do you agree to provide vehicles having White Color?	Yes/No
10	Have you enclosed the duly filled up & signed Tender Form?	Yes/No
11	Do you agree to provide drivers as per Tender document with valid licence, badge, Police Clearance Certificate from concerned Police Station & Traffic Police Station?	Yes/No

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

Place:

NAME & SIGNATURE OF THE BIDDER

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SCHEDULE -F

QUESTIONNAIRE - GENERAL INFORMATION OF VENDOR

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

Details of Vehicle owned by the tenderer. Documents to be given.

Sl. No	Type of vehicle	Reg. No.	Vehicle Make & Model	Year of Regn.	Insurance valid up to	Taxi service license valid up to
1	6+1 Seater Type - (Suzuki ERTIGA / Mahindra Marazzo) - Diesel A/C					
2	Sedan Type - (Swift Dzire/ Ford Aspire / Honda Amaze / Toyota Etios) - Diesel A/C					
3	Hatchback Type - (Suzuki Swift / Toyota Etios liva / Ford Figo) - Diesel A/C					

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

Place:

NAME & SIGNATURE OF THE BIDDER

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED
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SCHEDULE – H

DECLARATION

We confirm having read and understood all the Passenger Vehicle requirements, (Schedule A), instructions, forms, terms and conditions (schedule C), and other requirements of the tender – Tender No: **HLL/PFT/PUR/08/R1/PQ/PASSENGER VEHICLES/2019-2022** dated 24.07.2019 (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.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

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

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

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

SIGNATURE:

NAME & ADDRESS OF TRANSPORTER

(Seal of the Transporter)

Place:

Date:

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PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____ day of the month of ----- 2019,

Between

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

And

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

Preamble

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

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

NOW, THEREFORE,

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

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

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

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

Clause.1. Commitments of HLL

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

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debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

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

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- 2.7 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.8 The counterparty will not make any false or misleading allegations against HLL or its Associates.
- 2.9 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.10 The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.11 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.12 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.13 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.14 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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- 2.15 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.16 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.17 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.18 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.19 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

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

3.1

The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any

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Government Department in India that could justify BIDDER's exclusion from the tender process

3.2

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

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

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

4.1

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

4.2

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

4.3

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

Clause .5. Consequences of Violation / Breach

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-

- 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.

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

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- ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
- xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

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

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

Clause.6. Fall Clause

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

Clause .7. Independent External Monitor(s)

- 7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and addresses of the Monitor(s) to be given).

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- 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 subcontractors engaged by the BIDDER. The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HLL will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the Monitor(s) option to participate in such meetings.
- 7.8 The Monitor(s) will submit a written report to the CVO of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED
(भारत सरकार का उद्यम) (A GOVT.OF INDIA ENTERPRISE)
पेरूरकडा पी.ओ. PEROORKADA. P.O,
तिरुवनन्तपुरम -695 005 THIRUVANANTHAPURAM-695 005
PHONE NO: 0471 2437270
EMAIL: materialspft@lifecarehll.com

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निविदा नं. एचएलएल / पीएफटी/ यात्री वाहन

Tender No: HLL/PFT/PUR/08/R1/PQ/PASSENGER VEHICLES/2019-2022

तारीख Dated : 24.07.2019

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

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

Clause.9. Facilitation of Investigation

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

Clause.10. Law and Place of Jurisdiction

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

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director of HLL.

निविदा नं. एचएलएल / पीएफटी/ यात्री वाहन

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Clause. 13. Other provisions

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

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

HLL

BIDDER

Name:
Designation:
HLL Lifecare Limited,
Thiruvananthapuram.

Chief Executive

Witness

Witness

1.....

1.....

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.

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED
(भारत सरकार का उद्यम) (A GOVT.OF INDIA ENTERPRISE)
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निविदा नं. एचएलएल / पीएफटी/ यात्री वाहन

Tender No: HLL/PFT/PUR/08/R1/PQ/PASSENGER VEHICLES/2019-2022

तारीख Dated : 24.07.2019

SCHEDULE - I

PRICE BID

Rate to be quoted (in Rs):

	6+1 Seater Type - (Suzuki ERTIGA / Mahindra Marazzo) - Diesel A/C	Sedan Type - (Swift Dzire/ Ford Aspire / Honda Amaze / Toyota Etios) - Diesel A/C	Hatchback Type - (Suzuki Swift / Toyota Etios liva / Ford Figo) - Diesel A/C
(a) Monthly rate for 2200 KM for vehicle provided for 12 hrs. (08.00 AM to 08.00 PM)			
(b) GST			
Total monthly rental charge (a) + (b)			
Rate for additional KM			

DECLARATION BY BIDDER/TENDERER

I / we agree to provide the vehicle as per the terms and conditions mentioned and at the rate quoted above. We confirm having read and understood the work requirements, instructions, forms, terms and conditions and all relevant information regarding the Tender No: **HLL/PFT/PUR/08/R1/PQ/PASSENGER VEHICLES/2019-2022** dated 24.07.2019 and agree to abide by all without any deviation from what are stated above and contained therein in the Tender Notification.

SIGNATURE:

NAME & ADDRESS OF BIDDER
(Seal of the Bidder)

Place:

Date: