



**HLL INFRA TECH SERVICES LIMITED (HITES)**

(Subsidiary of HLL Lifecare Limited  
A Government of India Enterprise)  
Golden Jubilee Block, HLL Bhavan, Poojappura ,  
Thiruvananthapuram, Kerala-695012  
Phone: 0471 2775500  
Website: [www.hllhites.com](http://www.hllhites.com)

**REQUEST FOR PROPOSAL**

For

**PROVIDING FACILITY MANAGEMENT SERVICES AT CENTRAL  
DRUGS STANDARD CONTROL ORGANISATION (CDSCO), CEHNNAI**

**Tender Notice No. : HITES/FMD/CDSCO/2021-22/421 dated: 18.03.2022**

## DISCLAIMER

HLL INFRA TECH SERVICES LTD. (HITES) HAS PREPARED THIS DOCUMENT TO PROVIDE BIDDERS, THE BACKGROUND / INFORMATION FOR **“PROVIDING FACILITY MANAGEMENT SERVICES AT CENTRAL DRUGS STANDARD CONTROL ORGANISATION (CDSCO), CEHNNAI”**, HEREINAFTER REFERRED TO AS “PROJECT”. INFORMATION IS ALSO PROVIDED TO BIDDERS ON THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT AND ANY OTHER TERMS AND CONDITIONS SUBJECT TO WHICH SUCH INFORMATION IS PROVIDED.

THIS DOCUMENT IS NEITHER AN AGREEMENT NOR AN OFFER OR INVITATION TO ANY PARTY. THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE INTERESTED PARTIES WITH INFORMATION TO ASSIST THEM IN FORMULATION OF BID. THE INFORMATION IS GENERAL IN NATURE AND NOT INTENDED TO BE EXHAUSTIVE. BIDDERS ARE REQUIRED TO MAKE THEIR OWN INQUIRIES AND THEY SHALL BE DEEMED TO HAVE DONE SO AND NOT TO HAVE RELIED MERELY AND SOLELY ON THE INFORMATION PROVIDED IN THIS DOCUMENT.

THE INFORMATION PROVIDED IN THIS DOCUMENT IS NOT BINDING ON HITES, OR ANY OF THEIR AUTHORITIES OR AGENCIES OR ANY OF THEIR OFFICERS, EMPLOYEES, AGENTS OR ADVICERS.

HITES RESERVES THEIR RIGHT NOT TO PROCEED WITH THE PROJECT OR TO CHANGE THE CONFIGURATION OF THE PROJECT, TO ALTER THE TIME TABLE REFLECTED IN THIS DOCUMENT OR TO CHANGE THE PROCESS OR PROCEDURE TO BE APPLIED IN PLANNING/EXECUTION. THEY ALSO RESERVE THEIR RIGHT TO DECLINE TO DISCUSS THE PROJECT FURTHER WITH ANY PARTY SUBMITTING THE TENDER.

NO REIMBURSEMENT OF ANY KIND WILL BE PAID TO PERSONS OR ENTITIES SUBMITTING THEIR TENDERS/ BIDS.

## **PART I – SECTION -I**

### **HLL INFRA TECH SERVICES LIMITED (HITES)**

(Subsidiary of HLL Lifecare Limited  
A Government of India Enterprise)

### **NOTICE INVITING TENDER**

**Tender Notice No. : HITES/FMD/CDSCO/2021-22/421 dated: 18.03.2022**

Sealed Bids are invited from eligible empaneled Facility Management partners of HLL Infra Tech Services Ltd. for **“PROVIDING FACILITY MANAGEMENT SERVICES AT CENTRAL DRUGS STANDARD CONTROL ORGANISATION (CDSCO), CEHNNAI”**. The eligibility criteria are as per the empanelment done with HITES for similar works. **The last date of receipt of bids is 28/03/2022.** Prospective bidders are advised to regularly browse the website for Corrigendum/ Amendments, if any, issued subsequently up to the date of /extended date of receipt and opening of the Bid(s).

Associate Vice president  
Facility Management Division  
For and on behalf of HITES

## DEFINITIONS

- i) “**Application**” shall mean the response submitted by eligible interested tenderer to the Bid Notice published by HITES.
- ii) “**Bid**”/”**Tender**” shall mean the signed technical offer submitted by the Bidder in response to this NIT.
- iii) “**Bidder (s)**”/ “**Tenderer(s)**” shall mean all eligible parties participating in the bidding process pursuant to and in accordance with the terms of the NIT.
- iv) “**Earnest Money Deposit (EMD)**” shall mean the amount to be deposited by the Bidders with the Bid as per clause 1.1 of Section I.
- v) “**Client**” means HITES, or their authorized representatives.
- vi) “**Contract Agreement**” shall mean the agreement to be signed between the Successful Bidder and HITES for the execution of the Project.
- vii) “**Service Provider**” shall have the same meaning as Successful Bidder/Contractor and with whom the Contract Agreement has been signed.
- viii) “**Evaluation Committee**” shall mean the committee constituted by HITES for the evaluation of the bids.
- ix) “**HITES**” shall mean HLL Infra Tech Services Limited, who has been appointed by CDSCO as executing agency for providing facility Management Services at CDSCO, Chennai.
- x) “**Implementation Agency**” shall mean the firm(s) selected by HITES for providing the Facility Management Services at CDSCO, Chennai
- xi) “**LOA**” Letter of Award shall mean the letter issued by the HITES to the Successful Bidder inviting him to sign the Contract Agreement
- xii) “**Project**” shall mean for providing facility Management Services at CDSCO, Chennai for which this RFP has been issued.
- xiii) “**Site**” shall mean the place where the location of CDSCO, Chennai for which the services as mentioned under the scope of work for the Project are to be carried out and the details of which are provided in this RFP
- xiv) “**Start of Work**” shall mean the date of commencement of works by the Service Provider as defined in clause 1.2 of Notice Inviting Bid.

**HLL INFRA TECH SERVICES LIMITED (HITES)**  
(Subsidiary of HLL Lifecare Limited  
A Government of India Enterprise)

**NOTICE INVITING TENDER**

HLL Infra Tech Services Limited invites sealed and superscripted limited tenders in prescribed format from eligible empaneled Facility Management partners for “**providing facility Management Services at CDSCO, Chennai**”

**SALIENT FEATURES OF THE BID:**

Sl. No.	Particulars	Detailed of Tender
1	<b>Tender Notice No.</b>	<b>HITES/FMD/CDSCO/2021-22/421 dated: 18.03.2022</b>
2	<b>Name of the Work</b>	Providing Facility Management Services at CDSCO, Chennai
3	<b>Tender Fee [Non-refundable]</b>	<b>Rs. 1000 + 18 % GST i.e. Rs. 1180/-, in the form of D.D.</b> D.D. shall be of nationalized/scheduled Bank, in favour of 'HLL Infra Tech Services Limited', payable at Trivandrum.
4	<b>Availability of tender</b>	The Tender documents can be obtained from <a href="http://www.hllhites.com">www.hllhites.com</a>
5	<b>Approximate Cost of work</b>	<b>Rs. 46.50 Lakhs</b>
6	<b>Earnest Money Deposit</b>	<b>Rs. 46500/- by D.D./BG of Nationalized/scheduled Bank in favour of 'HLL Infra Tech Services Limited', payable at Trivandrum for the same amount to be enclosed along with technical bid, failing which tender will not be considered as a valid tender.</b>
7	<b>Performance Guarantee (for the successful bidder)</b>	5% of contract value shall be submitted within 07 Days from the date of issue of LOA.
8	<b>Period of contract</b>	01 year from the date of issue of letter of acceptance.
9	<b>Date of Issue of Bid Documents</b>	From 18.03.2022 to 27.03.2022 during office hours
10	<b>Last Date of Submission of Bid Documents</b>	Up to 28.03.2022, Time: 15:00 Hrs, at HITES, Trivandrum
11	<b>Pre- Bid Conference</b>	No pre-bid meeting, any queries , please mail us to <a href="mailto:anilar@hllhites.com">anilar@hllhites.com</a>
12	<b>Date ,Time and Venue of Opening of Technical Bid</b>	On 28.03.2022, Time: 15:30 Hrs. at HITES, Trivandrum

13	<b>Date ,Time and Venue of Opening of Price Bid</b>	On 28.03.2022, Time: 16:30 Hrs. at Trivandrum
14	<b>Date of signing of contract agreement</b>	21 days from the date of LOA
15	<b>Date of Commencement of Work</b>	05 days from the date of LOA

**IMPORTANT NOTE:**

1. Agencies Empaneled in Class A, B & C and Category (i,ii,iii,iv) are eligible to quote.
2. Contract documents consisting of the detailed scope of work, Manpower requirement, complete specifications and schedule of quantities of the various classes of work to be done, and the set of ‘Conditions of Contract’ to be complied with by the bidder whose Tender may be accepted; which will also be found printed in the form of Tenders, can be downloaded from website [www.hllhites.com](http://www.hllhites.com)

The Offers must be delivered to the address below on or before **15.00 hrs. of 28.03.2022**. The bidders shall place their bids in two separate sealed covers i.e. Technical Bid and Financial Bid. Bid is to be placed in separate sealed Envelopes i.e. Envelope-I containing EMD and signed Technical bid document and Envelope –II consisting of Financial Bid. Each envelope will be marked in bold letters indicating its contents. Both the bids shall be placed in a single sealed envelope duly super scribed “**for “providing facility Management Services at CDSCO, Chennai”**”

3. Address for bid submission:

**HLL Infra Tech services Ltd (HITES)  
Facility Management Division  
Golden Jubilee Block, HLL Bhavan  
Poojappura, Trivandrum-695012**

4. The bid submitted shall become invalid or declared non- responsive:
  - a) The bid is not submitted in sealed envelope in the prescribed manner.
  - b) It is not accompanied by envelope containing EMD
  - c) The bid is conditional or carries material deviation from the prescribed condition which will have financial implication.
  - d) The bidder does not submit all the documents as stipulated in the bid document.

**5. Signing of Bid:**

- a) The authorized signatory of the Tenderer shall sign each page of the tender

- b) In case of partnership companies/incorporated companies, the intending bidder shall submit a written Power of Attorney in the prescribed format on non-judicial stamp papers duly notarized, authorizing the signatory/signatories of the tender to commit the tender. In case of sole proprietary firm(s) the bidder shall submit affidavit of sole proprietorship on non-judicial stamp paper duly notarized
  - c) Cancellation or change of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the Tender/Bid shall be communicated forthwith in writing by the Tenderer to HITES.
6. If the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words then the rate quoted by the contractor in words shall be taken as correct.
  7. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rate quoted by the contractor will be taken as correct and not the amount.
  8. Tender must be accompanied by an Earnest Money @ 1 % Value of contract amounting Rs.46500/- in the form of Demand Draft/Bank Guarantee in favour of 'HLL Infra Tech Services Limited'. If any of the information furnished by him/her is found to be incorrect or false, the Earnest Money Deposited by bidder shall stand forfeited, without prejudice to any other rights and remedies of HITES under the contract and Law, and the Tenderer will be liable for any loss suffered by HITES on account of its withdrawal/modification etc. besides forfeiture of EMD. Bidder will also be debarred from participating in any other Tender Enquiry with HITES for a period of five years.
  9. The Financial bids submitted without EMD in the form of a Bank Draft for an amount indicated, or Bank Guarantee of equivalent amount from a Schedule Commercial Bank in India acceptable to the Client in favour of HLL Infra Tech services Limited, payable at Trivandrum shall be treated non-responsive and shall not be opened. The format of the Bank Guarantee shall be as enclosed in the tender forms. The said Bank guarantee shall be irrevocable and operative for a period not less than 30 days beyond the validity of the Bid (i.e. 120 days from the last date of submission of Bids or extended date thereof).
  10. **Tender Evaluation:** The Technical Bids will be evaluated based on the eligibility criteria and performance in previous /ongoing projects with HLL/HITES will be criterion for bid evaluation and responsiveness to the tender requirements. The Price Bids of firm(s) whose bids are declared responsive shall only be opened. HITES reserves the right to reject any or all of the offers without assigning any reason.
  11. The successful bidder has to deposit an amount equal to @ 5% of the Tendered and accepted value of the work (without any limit) as Performance Guarantee in the form of an Irrevocable Bank Guarantee bond of any Scheduled Bank or State Bank of India in the prescribed Form.
  12. The time allowed for submission of the Performance Guarantee by the contractor shall be 07 Days of issue of the Letter of Acceptance.

13. If the Tenderer who's Tender considered for acceptance fails to furnish the prescribed Performance Guarantee within prescribed period the EMD will be absolutely forfeited by HITES.
14. The acceptance of a Tender will rest with the competent authority, which does not bind him to accept the Lowest Tender and reserves to himself the authority to reject any or all of the Tenders received without assigning any reasons. All Tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.
15. HITES does not bind itself to accept the Lowest or any Tender and reserves to itself the right of accepting the whole or any part of Tender and the Tenderer shall be bound to perform the same at the rates quoted.
16. All rates shall be quoted only on the proper form of the Tender.
17. Special care shall be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount shall be written both in figures and the words. In case of figures, the words 'Rs' shall be written before the figures and the words. In case of figures, the word 'Rs' shall be written before the figures of rupees and word 'P' after the decimal figures e.g. 'Rs.2.15 P', and in case of words, the word 'Rupees' shall precede and the word 'Paisa' shall be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it shall invariably be up to two decimal places.
18. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the contractors who resort to canvassing will be liable to rejection.
19. If there will be any modification/administrative delays noted from the CDSCO, Chennai same will be applicable and will be part of the term and condition of this NIT document.
20. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or administrative duties in an Engineering Department of the Government of India or HITES is allowed to work as a contractor for a period of two years of his retirement from Government service without the previous permission of the Government of India or HITES. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the Tender or engagement in the contractor's service.
21. Tender for works shall remain open for acceptance for a period of 90 (Ninety) days from the date of opening of Tenders and with a provision that it shall be further extendable for 45 days, shall the Tenderer fail to keep the Tender open for acceptance as stated above or if the Tenderer withdraws his Tender before the expiry of the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to HITES, then HITES without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money.
22. The contractor shall give full and correct address along with the Tender, further if there is any change of address during currency of contract the same shall be intimated to the department immediately, otherwise HITES is not responsible for wrong delivery or delay of notice etc. served to the above.



23. The successful bidder shall be required to execute a Contract Agreement within 21 days of issue of Letter of Award, failing which the Earnest Money shall be forfeited and the offer treated as withdrawn.

**Associate Vice President  
Facility Management Division  
For and on behalf of HITES**

## **SUBMISSION OF TENDER**

The tender document shall be submitted in two parts Technical Bid and Financial Bid

### **1. Part I - TECHNICAL BID**

The following documents are to be submitted by the Contractor along with Technical Bid as per the tender document:

- 1) Letter of empanelment in HITES
- 2) Demand Drafts towards the cost of Tender Document.
- 3) Demand Drafts/Bank Guarantee towards Earnest Money Deposit.
- 4) Copies of all statutory registrations in respect of Labour licence for applicability of Minimum Wages Act 1948,EPF & ESI
- 5) Tender Acceptance Letter in the firm/Company letterhead duly filled & signed by the Authority with a seal of Firm/Company.
- 6) Signed Technical Bid Document
- 7) Copy of PAN Card
- 8) Copy of Goods and Services Tax registration certificate

### **2. Part II - FINANCIAL BID.**

Completed financial bid

**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

To,  
**Associate Vice President**  
**Facility Management Division**  
HLL Infa Tech Services Ltd.  
Golden Jubilee Block, HLL Bhavan  
Poojappura, Trivandrum -695012

Date:

**Sub: Acceptance of Terms & Conditions of Tender**

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the website (s) .....namely As per your advertisement, given in the above mentioned website(s),.....
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely
6. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.
7. If my / our Offer is accepted I / we understand that I /we, am / are to be held solely responsible for the due performance of the Contract.

**Yours Faithfully,**

**(Signature of the Bidder, with Official Seal)**

## **PART I – SECTION –II**

### **1. INFORMATION**

HLL Lifecare Limited (HLL), a Govt. of India Enterprise under the Ministry of Health & Family Welfare, is a global healthcare delivery company. HLL Infra Tech Services Limited, popularly known as 'HITES' is a 100% subsidiary company of HLL. HITES is specialized for infrastructure development and procurement of medical equipment and devices in healthcare sector. HITES provide services in design, engineering and execution of construction projects. HITES is also specialized in providing procurement and consultancy services to the Government of India, State Governments and other institutions for procuring a range of healthcare and hospital products, equipment and devices. It is designated as a National Procurement Support Agency (NPSA)

HITES also offers facility management services. This niche area of specialization provides both hard and soft services including operation and maintenance, integrated building management, housekeeping, security services, horticulture services, warehouse management, hospitality services and other support services.

### **2. SCOPE OF WORK**

CDSCO, Chennai has nominated the HLL Infra Tech Services Ltd. to provide manpower for Providing Facility Management Services at their Chennai Office. The scope of work as mentioned below :

#### **2.1 OPERATION AND MAINTENANCE OF ELECTRICAL SYSTEM**

- Operation and Maintenance contract for DG sets with main LT panels cum AMF panels
- Operation and maintenance of building's electrical installations, Substation and, HT Panels
- Preventive maintenance schedule to be prepared and carried out as per schedule.
- Maintain records, Logs, History cards, Data sheet, and Check sheet for all electrical installation.
- Operation and maintenance to be carried out as per prevailing electrical safety and fire & safety norms.
- Maintain the IT equipment at the instite and operate the conference room equipment as and when required
- Any other work required for the equipment's for proper functioning of the Electrical system.

#### **2.2 HOUSEKEEPING SERVICES.**

- Maintain the office premise neat and clean
- Ensure timely cleaning of corridors , toilets , conference rooms and office areas

- Maintain the garden premise of the institute
- Assist for the office function as and when required

### **2.3 SECURITY SERVICES**

- Round the clock security services at Institute
- Monitor the visitors movements , vehicle movements and maintain their registers
- Ensure the safety environment for the employees and the assets of the Institute
- Maintain registers for all material in and out movements

### **2.4 OFFICE SUPPORT**

- Trained reception staff shall be provided
- Ensure EPBAX operations of the institute
- Maintain visitor register
- Liaison with all departments for the smooth operations of the Reception
- Attend the enquires and forward to the concerned department

## **3. GENERAL SCOPE**

- The Bidder shall be responsible for taking good care of all specialized equipment, tools and tackles used for its works. It shall bring to the notice of the HITES the works that are required to be undertaken in time. In case any damage is caused to the equipment due to the gross negligence of any of the employees of the Bidder, Bidder undertakes to indemnify for such damages. The amount of damages quantified at the discretion of the concerned Officer shall be final & binding on the Bidder.
- Be responsible to make the management and operational decisions to meet the quality standards required under this contract.
- Implement an effective Quality Control Plan.
- Implement an effective service call system that results in prompt, professional, and courteous resolution of the concern.
- Provide training to their employees that will stress stewardship in maintenance practices i.e., the proper use, disposal, recycling of chemicals, dispensing equipment and packaging.
- Provide documentation that their employees are completing training in the core competences and participating in continual educational training
- The Contractor shall comply with all applicable State and local laws, regulations, codes and orders including any supplements, implementing instructions or revisions.
- Bidder has to prepare, implement and prominently display SOP, Equipment and Material data sheet, , Periodical maintenance and Preventive maintenance Schedule and Safety code all installation at substation.

## 1. Manpower Requirement, Category, Qualification and Experience.

### For Operation & Maintenance Services with repair work

S.no	Designation	Category	Qualification	Duty HRs	Total Qty.
1	Housekeeping Staff/Gardener	Un-Skilled	Min 10 <sup>th</sup> pass with relevant Experience  Age should not be more than 50 years as on 31.03.2022	8	7
2	Electrician ( HT/LT Panel )	Skilled	Min 12 <sup>th</sup> pass with ITI Holder in Electrical with a minimum 5 years' experience in maintenance and operation of Substation , , ACB/VCB/ Transformers & Main LT/HT panels, Sub Panels in Commercial / Office building/ Hospital.  Age should not be more than 45 years as on 31.03.2022.	8	1
3	IT Technician	Skilled	Min 12 <sup>th</sup> pass with ITI Holder in Hardware and Networking with a minimum 5 years' experience in Commercial building /Office Building  Age should not be more than 45 years as on 31.03.2022.	8	1
4	Security Staff	Un-Skilled	Min 10 <sup>th</sup> pass with relevant Experience and with good physique  Age should not be more than 45 years as on 31.03.2022	8	3
5	Receptionist	Semi-Skilled	Min Degree pass with pleasing personality and having minimum 01 year relevant experience  Age should not be more than 30 years as on 31.03.2022	8	1
<b>Total</b>					<b>13</b>

**Note:** Duty Hours mentioned above are excluding lunch hours

## **PART II – SECTION –I**

### **1. GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

#### **1.1. ELIGIBILITY CRETERIA:**

- a) **Bidders shall be HITES empaneled vendors of category A,B, C and Category-(i,ii,iii,iv) .**
- b) The bidder shall not be barred the Government of India or any State Government or any of its Departments, authorities or bodies corporate under the Government of India or any State government for participating in any project and the same subsists on the day of submission of the bid.
- c) A bidder shall have to furnish the following documents
  - Empanelment letter issued by HITES for the relevant class and category
  - Notarized Power of Attorney/ Board Resolution in favour of signatory of bid and accompanying documents.
  - Copy of documents in respect of Bank Account where payment will be transmitted upon being awarded contract
  - Copy of license under The Contract Labour (Regulation & Abolition) Act, 1970.
  - Copy of Certificate of Registration under the Employees State Insurance Act, 1948.
  - Copy of EPFO Registration Certificate
  - Copy of PAN Card
  - Copy of GST certificate/ letter recording GST identification number

#### **1.2. CALARIFICATION OF BIDDING DOCUMENTS AND PRE BID MEETING:**

- a) The bidder is requested, as far as possible, to submit any questions in writing, to reach HITES office via email on or before 23<sup>rd</sup> March 2022.

#### **1.3. AMENDMENT OF BIDDING DOCUMENT/ EXTENSION OF DEADLINE:**

- a) Any addendum/ corrigendum issued shall be part of the Bidding Documents and shall be uploaded in [www.hllhites.com](http://www.hllhites.com)

- b) To give prospective bidders reasonable time to take an addendum/ corrigendum into account in preparing their bids or for other causes and consideration, HITES may, at its discretion, extend the deadline for the submission of bids.

#### **1.4. LANGUAGE OF BID.**

The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and HITES, shall be written in English/Hindi only. Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, such translation shall be relied on.

#### **1.5. CURRENCIES OF BID AND PAYMENT**

The rate shall be quoted by the bidder entirely in Indian National Rupees (INR) only. The HITES shall be entitled to reject any bid, if the same has been submitted in any other currency.

#### **1.6. COST OF THE BIDDING**

The bidder shall bear all costs associated with the preparation and submission of its bid, and the HITES shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **1.7. VALIDITY OF BID**

- a) Bids shall remain valid for a period of 90 days after the bid submission deadline date prescribed by HITES. A bid valid for a shorter period shall be rejected by the HITES as non-responsive.
- b) In exceptional circumstances, prior to the expiration of the bid validity period, HITES may request bidders to extend the period of validity of their bids. The request and the response shall be in writing. A bidder accepting the request shall not be required or permitted to modify its bid.

#### **1.8. PERIOD OF CONTRACT**

The contract shall be in force for initial period of 1 year and may be extendable further based on performance and on mutually agreed terms and conditions. The contract can be terminated by HITES by issuing one month's advance notice.

#### **1.9. DATE OF COMMENCEMENT OF WORK:**

The contractor shall commence the above work within 05 ( Five ) days from the date of issue of work order.



#### **1.10. TENDER SUBMISSION:**

- a) The bidder shall submit the Tender in envelope duly sealed and super scribed with the Tender Notice Number.
- b) Tenders can be submitted either by post, courier service or deposited in the Tender box in this office.
- c) Tenders not received in prescribed form will be liable to be summarily rejected.
- d) Conditional Bids not adhering to the Tendered terms and conditions are liable to be rejected.
- xv) The bidders shall place their bids in two separate sealed covers i.e. Technical Bid and Financial Bid. Bid are to be placed in separate sealed Envelopes i.e. Envelope-I containing EMD and signed Technical bid document and Envelope –II consisting of Financial Bid. Each envelope will be marked in bold letters indicating its contents. Both the bids shall be placed in a single sealed envelope duly super scribed “providing the Facility Management Services at CDSCO, Chennai”
- e) HITES reserves the right to accept or reject any or all tenders or distributes the work amongst different bidders without assigning any reason thereof.
- f) The tender document shall have to be signed by the bidder in each page and the terms & conditions must not be altered; failing which, the tender will be rejected.

#### **1.11. SIGNING OF BID**

- a) The authorized signatory of the Tenderer shall sign each page of the tender.
- b) In case of partnership companies/incorporated companies, the intending bidder shall submit a written Power of Attorney in the prescribed format on non-judicial stamp papers duly notarized, authorizing the signatory/signatories of the tender to commit the tender. In case of sole proprietary firm(s) the bidder shall submit affidavit of sole proprietorship on non-judicial stamp paper duly notarized
- c) Cancellation or change of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the Tender/Bid shall be communicated forthwith in writing by the Tenderer to HITES.

**1.12. TENDER OPENING DATE & TIME:** On 28.03.2022, Time: 15:00 Hrs. at HITES Trivandrum Office.

#### **1.13. TECHNICAL BID EVALUATION**

- a) The Technical Bids will be evaluated based on the eligibility criteria and performance in previous /ongoing projects with HLL/HITES will be criterion for bid evaluation and responsiveness to the tender requirements. The Price Bids of firm(s) whose bids are declared responsive shall only be opened. HITES reserves the right to reject any or all of the offers without assigning any reason.

- b) The Technical Bid will be opened by the authority receiving tenders or by its authorized representative at time, date and the place specified in the NIT.

#### **1.14. PRICE BID:**

- a) **Content of price bid include- Bid for Manpower:** The Minimum Wage Act of 1948, passed by the Indian parliament, fixes the minimum wage for certain ‘scheduled employment’ categories – which is applicable to the whole of India. The minimum wages given under this Act apply to both skilled as well as unskilled laborers. Bidders has to work out the manpower bid according to the latest minimum wages at Center sphere area B effective from 01.04.2021 fixed by Labour Department. Minimum wages of manpower shall be varied according to notification issued by ministry time to time. The revised wages will be paid upon approval for the CDSCO authorities once the work is commenced.
- b) The bidders are required to quote their unit rate in figures as per the “B.O.Q.” format enclosed in Annexure-I of the Tender Schedule. In case of change in the taxes by the Government during the contract period, the same shall be considered to be paid extra.
- c) The L-1 bidder will be evaluated on the basis of lowest quoted rate in the price bid. The rate quoted in the price bid shall be the same as per the total value quoted in the B.O.Q. However, in case of discrepancy between these two amounts, the derived amount of B.O.Q. shall be considered for evaluation.
- d) Non-mentioning of any price component by the bidder in any item of the BOQ will be taken as ‘Nil’ and the evaluation will be done accordingly. The concerned price element will be assumed to be included in the total price quoted by the bidder.
- e) Tenders containing overwriting, corrections without authentication with full signature on the pages of “B.O.Q.” will be liable for rejection. In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation.
- f) In case the quoted rate is abnormally lower than the estimate, the company reserves the right to call justification from the L-1 bidder. Further the bidder may have to submit a performance guarantee in form of Bank Guarantee towards the differential amount.

#### **1.15. AWARD CRITERIA**

- a) The acceptance of a Tender will rest with the competent authority, which does not bind him to accept the Lowest Tender and reserves to himself the authority to reject any or all of the Tenders received without assigning any reasons. All Tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.
- b) In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage

above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head shall not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any of such contractors refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited. If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Associate Vice President (FMD) and tender committee.

- c) HITES reserve the right of negotiation with the L1 bidder to rationalize the bid.

#### **1.16. REQUIREMENT TO BE FULFILLED BY SERVICE PROVIDER**

- a) The personnel engaged for the Facility Management Services shall be the employees of the Service Provider and will take their remuneration/wages from the Service Provider
- b) The service provider shall abide to and comply with the Labour Laws central/state, Workmen Compensation Act, EPF Laws, ESIC Laws, Income Tax Laws ,Minimum Wages Laws, Bonus laws, Contract Labour (Regulations Abolition Act), 1970 and the Rules made there under for the time being in force, or any other law in force. Necessary labour license for both the labour inside & outside the state should be obtained.
- c) The service provider shall maintain complete official records of disbursement of wages/salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in premises of the client.
- d) The service provider shall maintain a personal file in respect of all the staff, deployed in Client's Site. The personal files shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary /Permanent and all grievances recorded by the staff vis-a-vis action taken etc.).
- e) The service provider if called by HITES Authority shall submit the details of amount deposited on account of EPF, ESI and Bonus etc. in respect of the deployed personnel to the concerned authorities from time to time. The service provider if called for shall produce to HITES authority the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- f) It shall also be the responsibility of the service provider to ensure that they shall not employ any person below the age of 18 years old.
- g) In case of service provider not having the required clearances or licences at any point during the agreement, the agreement shall be terminated with immediate effect under risk and cost of the service provider and without any financial repercussions to HITES and any pending work will be arranged from alternate sources at the risk and cost of service provider

- h) The Facility Management Services provider is required to ensure that sufficient number of persons are employed with staggering duty timings etc. so that facilities will remain available during normal working hours as well as beyond depending on the need.
- i) There shall be a nodal person in the service provider organization whose contact details shall be shared and should be available for contact at all times and shall be required to handle.
- j) Professional Tax registration and office setup in the state of Tamilnadu .
- k) The contractor shall make his own arrangement for commuting the personnel required to manage the work to the premises where services are to be rendered and no claim for offering residential accommodation shall be accepted.
- l) In case of delay in reporting for the work resulting in user department not able to get services required as per schedule penalties for violation of service level agreements shall be applicable as indicated elsewhere.
- m) In case of housekeeping functions the person engaged shall ascertain areas to be cleaned, time schedule of cleaning, frequency of cleaning, the equipment as well as materials to be used for cleaning etc. so that the requirements can be followed and work done accordingly.
- n) The service provider shall provide uniforms to the different categories of personnel sponsored by him and would also ensure that all the employees wear appropriate uniforms and safety gear and adhere to the safety standards wherever applicable. All staff would be in a neat, clean and well-groomed appearance and should carry proper ID cards as provided by the service provider including proper name badges. In case of violations suitable penalties shall be applicable.
- o) The service provider shall comply with all rules and regulations regarding safety and security of its employees and HITES will in no way be responsible in any manner in case of any mishap to its personnel.
- p) The contractor shall cover its personnel for personal accident and death whilst performing the duty and HITES shall own no liabilities and obligations in this regard.
- q) In case of late reporting, any incidence of disobeying instructions or misbehaving, suitable penalties for violation of agreement clause shall be applicable as indicated elsewhere.
- r) The Service Provider should ensure that their personnel do not consume alcohol/do not smoke/do not take drugs in premises of user department. Further all are required to have working mobile and numbers to be shared with HITES authority.
- s) The Service Provider shall be responsible for the discipline and conduct of the personnel sponsored by them and in case the personnel lack in discipline and are not able to carry out the work designated, they shall provide replacement services of suitable personnel and suitable penalty shall be applicable.
- t) All legal & statutory compliances would be the responsibility of the service provider. Further Continuous training of the employees would also be the responsibility of the

service provider so that their employees are able to perform the work with the best professional competence.

- u) It shall be the responsibility of service provider to obtain the feedback regarding the service rendered
- v) While availing the services provided, HITES will not undertake any monetary liability other than the amount payable to the Service Provider as per the contract for the services of personnel provided by them. Other liabilities, if any, shall solely rest with the service provider. If HITES has to bear such liabilities on unforeseen circumstances/occasions, the same shall be recovered from the service provider adjusting amounts payable to them.

#### **1.17. GENERAL PRECAUTIONS FOR DAILY MAINTENANCE TO BE OBSERVED AT EACH LOCATION:**

- a) The Service provider is to ensure that all the installations and accessories provided for different installations are in their positions, levels, directions etc.
- b) The Service provider should have their maintenance people accessible either by person or by phone during or after office hours and if called for one to attend to work for repairing, rectification or servicing or as required for the smooth functioning of all works.

### **2. SPECIAL CONDITIONS**

- a) Scope of work shall increase or decrease as per the requirement, hence the Service Provider shall have the capability to accept it as per the same terms and conditions of the contract.
- b) The contractor/their staff should not indulge in corrupt or fraudulent Practices:
- c) Bidders shall observe the highest standard of ethics during the procurement and execution of the contract/agreement.
- d) The contractor will be responsible for the security/insurance of their staff working at site and HITES will not be responsible in any manner or in case of any accident / miss-happenings etc.
- e) Technical evaluation committee during technical evaluation will also review the past performance of the contractor/bidder before making them technically qualified etc.

### **3. ADDITIONAL TERMS AND CONDITION**

- a) The contractors should visit the site and acquaint themselves of the conditions existing, restrictions in movements / working hour's security aspects, Condition of the plant equipment to be maintained / operated, before quoting for the job. No complaint of loss of labour, items of work not included, scope of work variation etc. will be entertained in

- handling similar works and should attach copies of cases handled by them along with performance certificate.
- b) The contractor should submit detailed general and shift duty chart of proposed staff to be deployed one week in advance before start of every month and schedule of detailed works to be carried out.
  - c) The contractor should submit schedule of maintenance works well in advance to HITES.
  - d) Contractor shall be responsible for any periodic statutory inspection to be carried out on the equipments, necessary test reports and certificates, rectification of defects pointed during such inspection etc.

#### **4. RESPONSIBILITY OF CONTRACTOR:**

- a) The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation and abolition) Act, 1970 and rules framed there under, and other labour laws affecting contract labour that may be brought into force time to time.
- b) The contractor should maintain in the prescribed format wage-cum-muster roll which should be available at site.
- c) All necessary tools tackles should be provided by the contractor to his staff at his own cost. The Contractor/ bidder shall either have in possession or shall arrange the required necessary sets of spanners, testing equipment etc. with the technicians.

#### **5. PAYMENT METHOD**

The contractor shall submit the bill on monthly basis with certificate of completion furnished by HITES site in- charge. The monthly expenditure incurred shall be paid to the Contractor at actual within 30 days of submission of correct final claim; the period being reckoned from the date of receipt of the bill. The Client shall reimburse following actual expenses

- a) The Client shall reimburse actual expenses of the services rendered by the Service provider
- b) Taxes, duties, statutory contributions etc. imposed or revised after the signing of agreement
- c) Variation in labour rates due to revision in minimum wage act during the period of contract
- d) Any other services entrusted to the Contractor other than items listed in the scope of work shall have to be executed with prior approval of HITES.

#### **6. EARNEST MONEY DEPOSIT (EMD)**

- a) The Earnest Money amounting to Rs.46500/- by way of DD of a Schedule Bank, drawn in favor of HLL Infra Tech Service Limited, payable at Trivandrum should accompany the Bid in separate envelope along with Technical Bid. The Bids received without EMD will be treated as invalid and rejected.
- b) The EMD will be returned to the bidder(s) whose offer is not accepted by HITES within 15 days from the date of the placing of the work order on the selected bidder. However if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the bidder. The EMD of the successful Bidder shall be released after receipt of required security deposit from the successful bidder.
- c) The successful bidder, on award of contract/order must sign the copy of contract/order, acceptance in writing within 07 days of award of contract / order failing which the EMD will be forfeited.
- d) The EMD shall be forfeited:
  1. If the bidder, withdraws the bid during the period of bid validity specified in the Bid.
  2. In case a successful bidder fails to furnish the Security Deposit.

## **7. SECURITY DEPOSIT**

Within fifteen (07) days of the award of contract, the vendor shall furnish a Security Deposit amounting to 5 % of the work order annual value by way of DD/bank guarantee (in attached format) from nationalized bank in favour of HLL Infra Tech Service Limited, payable at Trivandrum. The Security Deposit will be forfeited, in case the vendor fails to execute the order to the satisfaction of HITES. The Security Deposit will remain with HITES till the satisfactory completion of contract duly certified by employer and will not bear any interest whatsoever and will be liable for forfeiture in case of the breach of any terms and conditions of the Contract agreement. In case of the bank guarantee for security deposit, the validity will be fourteen month (12 +2 months) from the date of letter of award/commencement of work whichever is later. The BG will be executed for extended period

## **8. VALIDITY OF PERFORMANCE SECURITY**

Till Expiry of the Contract plus sixty days as claim period. (If the Tenderer who's Tender considered for acceptance fails to furnish the prescribed Performance Guarantee with in prescribed period the EMD will be absolutely forfeited by HITES.)

## **9. PENALTY CLAUSE**

- a) If work is not done as per schedule or any system is not functioning then a penalty @ rate of Rs.1, 000/- per day shall be imposed on contractor/bidder for each location separately and will be deducted from the Contract amount payable to the contractor and if

unsatisfactory performance is continued for more than two days as felt by Engineer- in-charge. Contract is liable to be terminated and final decision for this shall rest with the AVP (FMD), HITES.

- b) If the contractor/bidder is not able to locate and rectify the fault and the reasons attributable to nonperformance of contractor/bidder as assessed by AVP (FMD) or any other person appointed by him, the penalty clause is applicable as System remained non-functional for 2 hrs or more.
- c) If contractor/bidder is not able to rectify the fault then the same may be got done through some other agency at the risk and cost of contractor failing which the same amount will be deducted from Running Bill and penalty as stipulated above will also be imposed. However, the decision of the AVP (FMD) in this regard shall be final and binding.
- d) If the Service Provider fails to provide the intended manpower by HITES on any day /time, penalty of double the wages will be imposed.
- e) The Penalties / fines imposed by statutory authorities such as ALC, RLC, EPF,ESI Authorities , etc. on HITES will be deducted at actuals.
- f) The damages if any arises due to negligence of workmen provided by the service provider, the cost of damages as decided by HITES will be deducted from the monthly claim bill.
- g) HITES authorities shall not be responsible for any accidents, injuries, diseases occurred during carrying out the above work. To prevent such incidents the service provider shall take appropriate protective measures.
- h) For misconduct or indiscipline of any employee including criminal activities, the service provider shall be responsible to take action against him/her as per the laws/rules

### **Detailed Terms and Conditions for Providing Facility Management Services at CDSCO, Chennai**

- a) Contractors/bidders should provide preferably 2 sets of uniforms of approved colour for the employees deputed in HITES at their own cost and also safety shoes one pair should be provided to each employee bidder/contractor.
- b) In order to ensure the fulfillment of statutory obligations, contractors/bidders shall ensure that the payment of wages of the workmen of the contractor/bidders is made and the Contractor has to inform HITES for the payment of wages to the workmen every month in writing.
- c) The contractor/bidders shall issue the identity cards to his workmen on his own cost and shall duly be intimate in writing the AVP, FM as and when there is any change.
- d) The contractor/bidders shall ensure to provide an alternate qualified manpower or replace with a stand by in case any of the regular staff deployed is absent or on leave.
- e) The contractors/bidders shall be responsible for the safety of all the items of furniture, plants, office equipment and other fittings provided in the premises and shall be liable to



make good any loss to the same if damaged during the execution of their duties which shall be recoverable from their monthly bill or other dues payable to the contractors/bidders by the company.

- f) The monthly bills for the service shall be submitted by the contractor/bidders at the end of every month and same will be settled by HITES within 30 days after submitting the bill with relevant documents
- g) The contractors/bidders should deploy the personnel after screening/approval from AVP, FM or person appointed by him.
- h) The contractor/bidders shall be responsible for the good conduct and behavior of his employees. If any employee of the contractor is found misbehaving with the supervisory staff or any other staff member, the contractor shall terminate the services of such employees at their own risk and responsibility on the recommendation of the officer designated by the AVP, FM, HITES, Trivandrum .The contractor shall issue necessary instruction to his/its employees to act upon the instructions given by the supervisory staff of office building.

## **10. TERMINATION**

### **a) By the Client**

- i. Client may, by not less than 30 days written notice of termination to the Contractor, terminate this agreement if,
  - a. The Contractor fails to remedy a failure in performance of his obligations hereunder within such period as the Client may have approved in writing
  - b. The Contractors become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for benefit of debtors or go into liquidation or receivership whether compulsory or voluntary
  - c. The Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to settlement of dispute
  - d. The Contractor submit to the Client a statement which has a material effect on the rights, obligations, or interests of the Client and which the Contractors know to be false
  - e. The Client, in its sole discretion and for any reason whatsoever, decides to terminate this contract.
  - f. Any breach of terms & conditions / obligations of the contract by the contractor /selected bidder.

### **b) By the Contractor**

- i. Contractor may, by not less than 30 days written notice of termination to the Client, terminate this agreement if

- a. The Client fails to pay any money due to the Contractor pursuant to this contract, hereof within Thirty (30) days after receiving written notice from the Contractors that such payment is overdue.
- b. The Client is in material breach of its obligations pursuant to this contract and has not remedied the same within Thirty days (or such longer period as the Contractor may have approved in writing) following the receipt by the Client of the Contractor's notice specifying such breach.
- c. The Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to settlement of Dispute.

**c) Payment upon termination**

- a. Upon the termination of this contract pursuant to above point (a) and (b) hereof the Client shall after adjusting dues, if any recoverable from the Contractor make the payment to the Contractor.
- b. In the event of termination Contractor shall be paid for the services rendered for carrying out the assignment to the date of termination on prorata basis.

**11. SUFFICIENCY OF TENDER**

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and price quoted in the Schedule of Quantities, which rates and price shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

**12. DISCREPANCIES AND ADJUSTMENT OF ERRORS**

If there are varying or conflicting provisions made in any one document forming Part of the contract, Accepting Authority shall be deciding authority with regard to the intention of the document and his decision shall be final and binding on the Contractor.

Any error in description, quantity or rate in schedule of quantities or any omission therefrom shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to specifications or from any of his obligation under the contract.

**13. SIGNING OF CONTRACT**

The successful bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, within 21 days from the stipulated date of start of the work, sign the contract consisting of:-

- i. The notice inviting tender, all the documents including Scope, specification, amendments, corrigendum etc, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

## **CLAUSES OF THE CONTRACT**

### **CLAUSE 1**

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded.

In case contractor wants to close the contract, he shall give notice to the department stating the failure on the part of department. In such eventuality, the Performance Guarantee of the contractor shall be refunded within the following time limits:

- (i) If the tendered value of work is up to Rs.45 lac : 15 days
- (ii) If the tendered value of work is more than Rs.45 lac & up to Rs.2.5 Cr.: 21 days
- (iii) If the tendered value of work exceeds Rs.2.5 crore : 30 days

### **CLAUSE 2 DAMAGE CAUSED TO INSTALLATION**

In case of any damage caused to the installation due to negligence, carelessness or inefficiency of staff of the firm the contractor shall be responsible to make good the loss. Decision of the Engineer –in –charge shall be final & binding on the contractor.

### **CLAUSE 3 CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.**

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

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

#### **CLAUSE 4                      LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR**

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor will abide by all the rules and regulations related to labour laws, accident, workmen compensation act, workmen insurance, ESI, PF & Bonus etc. This will be the sole responsibility of the contractor. HITES will not be a party at any stage in any of the disputes relating to the above. In case, any liability arises due to non-conformance by the contractor, under no circumstances HITES will be liable for the same.

After award of work, the contractor shall submit an undertaking to HITES that the staff deployed by him for the work shall have no claim for any kind of employment in HITES and the contractor shall be responsible for any dispute of any wages or any service conditions. The contractor shall be fully responsible for any compensation or any claim of the labour deployed by him for the work.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

The contractor shall also comply with provisions of the Inter-State migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

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

#### **CLAUSE 5                      PAYMENT OF WAGES**

Payment of wages:

- (i) The agency shall pay the salary to his employees deployed at site, not less than the minimum wages as declared from time to time by the statutory authorities without any liabilities of increase to HITES during the tenure of the agreement.
- (ii) The prices quoted by the bidder shall deem to be inclusive of all the contractor's liabilities as per labour laws such as minimum wages, D.A., Bonus, P.F., E.S.I., Uniforms, Tools, Conveyance, Leave/Holidays workmen compensation etc. and nothing extra over and above the quoted rates shall be payable during currency of the contract.

#### **CLAUSE 6                      MINIMUM WAGES ACT TO BE COMPLIED WITH**

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948,

and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force.

## **CLAUSE 7 SETTLEMENT OF DISPUTES & ARBITRATION**

- (i) Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specification, and instruction herein before mentioned and as to the quality of the materials, as to any question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the process of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of a person nominated by the CEO/COO of HLL Infra Tech Services to act as arbitrator. The Arbitrator shall in accordance with the Arbitration and conciliation Act, 1996 or any subsequent amendments of enactment thereof for the time being in force, conclusive and binding on all parties of the contract. Before the appointment of Sole Arbitrator, both the parties in dispute will give written waiver in the form of agreement under section 12(5) of A&C Act,1996.
- (ii) The contractor shall be fully responsible for any damages due to fire caused by any mishandling, misoperating, or improper maintenance and replacement of materials of electrical installation, and connected installations etc. as per scope of work and that all such damages will be made good by him/his firm/his partners at his/their own risk and cost.
- (iii) **LEGAL JURISDICTION** – In case of any dispute the Trivandrum Courts alone shall have the territorial jurisdiction to adjudicate upon the matter arising out of this contract. The Law enforceable shall be Law of India

## **CLAUSE 8 LUMPSUM PROVISIONS IN TENDER**

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

## **CLAUSE 9 ACTIONS WHERE NO SPECIFICATIONS ARE SPECIFIED**

In the case of any class of work for which there is no such specifications, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per

manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

**CLAUSE 10 WITHHOLDING AND LIEN IN RESPECT OF SUM DUE FROM CONTRACTOR**

- (i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government/ HITES shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Government/ HITES shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government / HITES shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the HITES or any contracting person through the Engineer- in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or HITES will be kept withheld or retained as such by the Engineer-in-Charge or HITES till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the HITES shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- (ii) Government/ HITES shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Government / HITES to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work

executed by him under it, the amount of such under payment shall be duly paid by Government / HITES to the contractor, without any interest thereon whatsoever.

Provided that the Government/ HITES shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Engineer- in- charge on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer- in- charge.

## PART II – SECTION –II - Tender Forms

### BIDDERS INFORMATION ON GST

Vendor details	
Particular	Details
1. Name of the Vendor	
2. Constitution of the Vendor (Proprietor, HUF, Partnership Firm, LLP, Private/Public Company, Society/Club/Trust/AOP, Foreign Company, Govt. Dept., Others)	
3. PAN of the Business (along with copy of PAN Card)	
4. Software used by your organization for accounting purpose	
5. Details of Goods (along with HSN Code/ Excise classification) being/to be supplied to our organization	
6. Details of Services (along with HSN code) being/to be supplied to our organization	
7. Following details for <b>each supplying State (from which material/services is being or proposed to be supplied to us)</b> [ <i>Refer Comments</i> ]	
8. Nature of the Vendor (SEZ unit/SEZ Developer/STPI Unit/Normal entity/Foreign entity)	
9. Category of vendor (Normal registered / Registered under composition/ Unregistered / Located outside India)	
10. Address	
11. State code (Code as prescribed under GST)	
12. Latest Contact No.	
13. Latest Fax No. (if any)	
14. Latest E-mail ID (if any)	
15. GSTIN allotted by the Government (along with registration certificate)	
16. Effective date of registration	

**Comments:**

1. The information at Sl. No. 8 to 16 needs to be provided for each of the supplying State separately to us.
2. In case, you have obtained more than one registration in a State for different business verticals, the information at Sl. No. 8 to 16 needs to be provided for the additional registrations in the same State separately.

**HLL INFRA TECH SERVICES LIMITED (HITES)**  
(Subsidiary of HLL Lifecare Limited  
A Government of India Enterprise)

**PROFORMA FOR AGREEMENT**

**THIS AGREEMENT** made this ..... day of ..... between HLL Infra Tech Services Ltd., having its Head Office at B-14 A, Sector 62, Noida, Uttar Pradesh 20 (which expression shall mean and include its successor or successors in office and assignee) acting through the Associate Vice President (FMD), HLL Infra Tech Services Ltd., ..... Hereinafter called 'The HITES' on the one part and M/s./ Shri ..... Hereinafter called the "Contractor" (which expression shall mean and include their heirs executors and administrators and assignee) of the other part.

**WHEREAS** The HITES being desirous of having provided and executed certain works mentioned, enumerated or referred to in the specifications, conditions of contract, schedule of quantities of works, drawings, and other documents consisting of the "Tender" and acceptance thereof, copy hereto annexed, all of which are deemed to form part of this contract and are included in the term **CONTRACT** whenever herein used.

**AND WHERE AS** The HITES accepted the tender of Contractor..... for the provision and the execution of the said work at the rates stated in the Schedule of quantities of work (hereinafter called the "Schedule of rates") upon the terms and subject to the condition of contract.

**NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY** agreed and declared as follow:

1. In consideration of the payments to be made to the contractor for the work to the executed by him, the contractor does hereby covenant with the HITES that the contractor shall and will duly provide, execute, and complete the said works on or before the dates mentioned in the said conditions attached to the tender documents and shall maintain the same at his own cost for a period of six/twelve months thereafter, perform another acts and things in the contract mentioned described of which are to be implied there from or may be reasonably necessary, for the completion of the said works and in the manner and subject to the terms and conditions of stipulations mentioned in the contract.

2. In consideration of the due provision, execution, and completion of the said works the HITES does hereby agree with the contractor that the HITES will pay to the contractor of the respective amount for the work actually done by him at the "Schedule or Rate" as contained in the appended schedule and such other sums as may become payable to the contractor under the provisions of the contract, such payments to be made at such time and in such manner as provided for in this agreement.

3. The contractor has furnished a sum of Rs..... as Earnest Money and agrees that the balance Security Deposit amounting to Rs..... shall be recovered from the bills



payable to the contractor from time to time till the whole of the Security Deposit of Rs..... Stipulated in the memorandum of the tender is recovered.

4. In consideration of the due provision, execution and completion of the said works, the contractor does hereby agree to pay the HITES the sum as may be due to the other sum or sums as may become payable to the HITES towards loss / damage to the HITES's equipment, materials, plant and machinery, liquidated damages, if any as set forth in the said conditions of contract such payments to be made at such time and in such manner as is provided in the contractor.

1. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
  - A. Tender / EOI no. \_\_\_\_\_
  - B. LOA / NOA No. \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have executed these presents in duplicate the date and year first above written.

**SIGNED AND DECLIVERED FOR AND ON BEHALF OF M/s. / Shri .....**  
**IN THE PRESENCE OF**  
**WITNESS**

- 1.
- 2.

**SIGNED AND DELIVERED FOR AND ON BEHALF OF THE**  
**HITES**  
**IN THE PRESENCE OF**

**WITNESS**

- 1.
- 2.

**PERFORMANCE GUARANTEE / BANK GUARANTEE BOND**

In consideration of HLL Infra Tech Services Limited (hereinafter called HITES of the other part) having offered to accept the terms and conditions of proposed agreement between ..... And ..... (Hereinafter called the said contractor(s) for the work..... (Hereinafter called “the said agreement”) having agree to production of an irrevocable bank guarantee for Rs..... (Rupees.....only) as a security/ guarantee from the Contractor (s) for Compliance of his obligations in accordance with the terms & Condition in the said agreement.

1. We..... (Hereinafter referred to as the “Bank”) hereby undertake to pay to the HITES an amount not exceeding Rs..... Rupees..... Only) on demand by the Government.

2. We.....do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the HITES stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees ..... only).

3. We, the said Bank, further undertake to pay to the HITES any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.

4. We ..... further agree that the Guarantee herein contained shall (indicate the name of bank remain full force and effect during tile period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the HITES under for by virtue if the said agreement have been fully paid and its claims satisfied or discharged till the Engineer-in-charge on behalf of the HITES certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We ..... further agree with the HITES that the HITES (indicate the name of the Bank) shall have the fullest liberty without our Consent and without effecting in any manner obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time of the powers exercisable by the HITES against the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor for any forbearance act of omission on the part of the HITES or any indulgence by the HITES to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision or have effect of so relieving us

6. The Guarantee will not be discharged due to the change in the constitution of the bank of the Contractor(s).

7. We ..... Lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the HITES in writing.

8. This Guarantee shall be valid up to unless extended on demand by the HITES notwithstanding anything mentioned above, our liability against this guarantee restricted to Rs. .... (Rupees. .... Only) and unless a claim in writing is lodged liabilities under Guarantee shall stand discharged.

Dated the ..... Day of ..... For .....

**Indicate the name of the Bank**

**PART III**  
**FINACIAL BID – SUMMARY**

<b>PROVIDING FACILITY MANAGEMENT SERVICES AT CENTRAL DRUGS STANDARD CONTROL ORGANISATION (CDSCO), CEHNNAI</b>		
<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount for 01 Year</b>
1	Cost For Providing Facility Management Services at CDSCO, Chennai	
	<b>Total cost per annum</b>	
<b>Rupees..... only )</b>		

Note: The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit the Site of Works and obtain all information necessary for preparing the Bid. The Bidder shall quote his price which shall include GST. In case of discrepancy in the rates quoted in words and figures, the rates in words will be considered for evaluation.

**Signature of Authorized Signatory with Seal and Date**

**Name of Firm, Address and Email ID**

**Cost for providing the Facility Management Services at CDSCO, Chennai**

<b>Sl. No</b>	<b>Particulars</b>	<b>Unit</b>	<b>Qty.</b>	<b>Rate per month</b>	<b>Total Cost per Month</b>
1	Housekeeping staff –Un Skilled	Each	6		
2	Garden staff –Un Skilled	Each	1		
3	Electrician – Skilled	Each	1		
4	IT Technician –Skilled	Each	1		
5	Security Guard –Un Skilled	Each	3		
6	Receptionist –Semi-skilled	Each	1		
7	Housekeeping Chemicals, Tools & Consumables and HK Machines on monthly rental ( Budget maximum up to 20,000)	LS	1		
<b>Total Cost per month</b>					
<b>Total Cost for per annum</b>					
Rupees.....only (for 01 year )					

**Note**

1. Rates shall be inclusive of service provider’s margin for management fee.

**Salary Breakup sheet**

Item Description	Percentage	Housekeeping Staff/ Security Guard/Gardener - Un Skilled	/Receptionist -Semi - Skilled	Electrician/IT Technician - Skilled
Basic pay		523	579	637
VDA		122	135	147
<b>Gross Salary- Per Day (8 Hrs)</b>		<b>645</b>	<b>714</b>	<b>784</b>
<b>Gross Salary- Per Month ( 30 Days)</b>		<b>19350.00</b>	<b>21420.00</b>	<b>23520.00</b>
EPF on Basic + VDA( at Ceiling of Rs. 15000)	13	1950.00	1950.00	1950.00
ESI on Gross salary	3.25	628.88	696.15	764.40
Bonus on gross salary	8.33	1611.86	1784.29	1959.22
Leave wages on gross salary	5.77	1116.50	1235.93	1357.10
Holiday wages on gross salary	1.9	367.65	406.98	446.88
Uniform cost		200	200	200
<b>Total (B)</b>		<b>5874.88</b>	<b>6273.35</b>	<b>6677.60</b>
<b>Total Cost (A+B)</b>		<b>25224.88</b>	<b>27693.35</b>	<b>30197.60</b>
Service Charge ( To be filled by the bidder)				
<b>Total cost excluding GST</b>				