

**HLL INFRA TECH SERVICES LTD. (HITES)**  
**(Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)**

**REQUEST FOR PROPOSAL**  
**FOR**  
**PROVIDING FACILITY MANAGEMENT SERVICES**  
**AT**  
**CENTRE FOR PERFORMING ARTS (CPA),**  
**VARKALA,TRIVANDRUM**  
**KERALA**



**OCTOBER, 2020**

**HLL INFRA TECH SERVICES LTD.**  
**HLL BHAVAN,**  
**GOLDEN JUBILEE BLOCK,**  
**POOJAPPURA,**  
**TRIVANDRUM,**  
**KERALA -6955012**

**NOTICE INVITING TENDER**

BID NO.:HITES/FMD/VIVID/2020-21/125

**HLL INFRA TECH SERVICES LTD.**  
**(SUBSIDIARY OF HLL LIFECARE LTD., A GOVT. OF INDIA ENTERPRISE)**

Sealed Bids are invited from eligible empaneled Facility Management partners of HLL Infra Tech Services Ltd. for “Providing Facility Management services at **Centre for Performing Arts (CPA) of Varkala Vision Infrastructure Development Corporation (VIVID)** (A Government of Kerala Undertaking). The eligibility criteria and other details are available at our website [www.hllhites.com](http://www.hllhites.com), CP Portal. **The last date of receipt of bids is 10.11.2020.** 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).

**Deputy Vice President, FMD  
HLL Infra Tech Services Limited  
HLL Bhavan, Golden Jubilee Block  
Poojappura, Trivandrum, Kerala-695012**

## 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 VIVID as executing agency for providing facility Management Services at Center for Performing Arts, Varkala, Trivandrum, Kerala
- x) “**Implementation Agency**” shall mean the firm(s) selected by HITES for providing the facility Management Services at Center for Performance Arts, Varkala, Trivandrum, Kerala
- xi)**
- xii) “**LOA**” Letter of Award shall mean the letter issued by the HITES to the Successful Bidder inviting him to sign the Contract Agreement
- xiii) “**Project**” shall mean providing facility Management Services at Centre for Performing Arts (CPA) for which this RFP has been issued.
- xiv) “**Site**” shall mean the place where the location of Centre for Performing Arts (CPA),Varkala 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
- xv) “**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.

**SECTION- I**  
**NOTICE INVITING (NIT)**

**1. Brief description of the project:**

Vision Varkala Infrastructure Development Corporation (VIVID) , (A government of Kerala Undertaking) nominated HLL Infra Tech Services Ltd. (subsidiary of HLL Lifecare Ltd.) to execute the Comprehensive Facility Management work at **Centre for Performing Arts (CPA)**, Varkala, Trivandrum, Kerala

The scope of work includes:

- Housekeeping Services
- Security Services
- Operation & Maintenance

**1.1** HLL Infra Tech Services Limited invite tender from eligible empaneled partners in Facility Management services of HITES for “Providing Facility management services at Centre for Performing Arts, Varkala, Trivandrum, Kerala

**1.2 Bid Activity Schedule :**

<b>1</b>	<b>Availability of NIT at HITES Website</b>	28.10.2020
<b>2</b>	<b>Last Date for Sale of Bid</b>	10.11.2020
<b>3</b>	<b>Last date &amp; time of submission of Tender</b>	10.11.2020 at 15.00 Hrs at HITES Trivandrum Office
<b>4</b>	<b>Date, Time &amp; Venue of opening of Bid</b>	10.11.2020 at 15.30 Hrs. At HITES Trivandrum Office
<b>5</b>	<b>Date of submission of Bank Guarantee Performance Security</b>	Within 15 Days from the date of issue of LOA
<b>6</b>	<b>Date of signing of contract agreement</b>	21 days from the date of issue of LOA
<b>7</b>	<b>Date of Commencement of Work</b>	7 days from the date of LOA
<b>8</b>	<b>Total Estimated Cost</b>	<b>13.37 Lakhs</b>
<b>9</b>	<b>EMD</b>	<b>Rs. 26,740 (Payable at Trivandrum)</b>

**1.3 Tender Documents:**

**Bid document for each work consists of:**

**Part I: Technical Bid**

**Section I : Notice Inviting Bid**  
**Section II : Instructions to Bidders (Including Annexures)**

## **Part II: Financial Bid**

### **Section IV: Form F**

#### **1.4 Important Information:**

- (i) **Agencies Empanelled in Class C (minimum 3 categories) are eligible to quote.**

#### **1.5 Preparation of Bid:**

The bid for each work shall comprise of TWO PARTS –

- a) **Technical Bid:** EMD shall form Part I of the Bid.
- b) **Financial Bid:** Price quoted by the bidder in Form F shall form Part II of the Bid.

#### **1.6 Points to be noted :**

##### **Signing of Bid:**

**1.6.1** The authorized signatory of the Tenderer shall sign each page of the tender.

**1.6.2** 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.

**1.6.3** 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.

#### **1.7 Responsiveness of Bid :**

A bid shall be declared non-responsive if:-

- (i) It is not submitted in sealed envelope in the prescribed manner.
- (ii) It is not accompanied by envelope containing
  - (a) EMD
  - (b) The bid is conditional or carries material deviation from the prescribed condition which will have financial implication.

**1.8** 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.

- (i) The Terms of Reference and Conditions of Contract (Bid Document) can also be downloaded from websites [www.hllhites.com/ CPP](http://www.hllhites.com/ CPP). The offer must be delivered in separate sealed cover for each work to the address mentioned below on or before **15.00 hrs of 10.11.2020.**

- (ii) The Offers must be delivered to the address below on or before 15.00 hrs of 10.11.2020. The bidders shall place their bids in two separate sealed covers i.e. Technical Bid and Financial Bid. Technical bid are to be placed in separate sealed Envelopes i.e. Envelope-I containing EMD for the bid 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 “**Offer for Providing Facility Management Services at Centre for Performing Arts (CPA), Varkala.**”
- (iii) HITES, reserves the right to accept or reject any or all bids without assigning any reasons. No bidder shall have any cause of action or claim against the HITES for rejection of his/their bid.

**1.9** The Financial bids submitted without **EMD** in the form of a Bank Draft for an amount indicated in table I **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 per Form-B annexed to Sec-II, ITB. 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 as per clause 1.2 of Notice Inviting Bid or extended date thereof).

**1.10 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.

**1.11** Further information if any, may be obtained from the address and telephone no. given below:

**Deputy Vice President, FMD  
HLL Infra Tech Services Limited  
HLL Bhavan, Golden Jubilee Block  
Poojappura, Trivandrum, Kerala-695012**

## SECTION- II

### INSTRUCTION TO BIDDERS (ITB)

#### 2 **Brief Description of Project:**

Vision Varkala Infrastructure Development Corporation (VIVID), (A Government of Kerala Undertaking) nominated HLL Infra Tech Services Ltd. (subsidiary of HLL Lifecare Ltd.) to execute the Comprehensive Facility Management work at **Centre for Performing Arts (CPA)**, Varkala, Trivandrum, Kerala

**2.1 SCOPE OF SERVICES:** The scope of services of the service provider under this Contract shall include but not be limited to the followings:

- **Housekeeping Services**

Ensure the overall cleanliness and general upkeep of the Center. Also maintain the pond kept clean inside the center.

- **Security Services**

Ensure round the clock Security services of the center, Maintain visitors register, vehicle movements and parking facilities, etc.

- **Operations and Maintenance Services**

Ensure day today maintenance of all building utilities, Electrical, Plumbing and Audio Video services, etc.

#### 2.2 SPECIAL CONDITIONS

1. Service provider's financial capability, competitiveness for the subject work, past service history, service track record with HITES and performance will be considered for evaluation.
2. Bidder shall submit performance certificate with at least "Good" remark from a reputed Client for similar service, and evaluation shall be based on inspection by HITES.
3. Scope of work shall increase or decrease as per the requirement of the Client, hence the Service Provider shall have the capability to accept it as per the same terms and conditions of the contract.
4. **HITES reserve the right of negotiation with the L1 bidder to rationalize the bid.**

#### 2.3 PENALTY CLAUSE:

1. If the Service Provider fails to provide the intended manpower by HITES on any day/time, penalty of double the wages will be imposed.
2. The Penalties/fines imposed by statutory authorities such as ALC, RLC, EPF, ESI Authorities, etc. on HITES will be deducted at actuals.
3. 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.

4. 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 the appropriate protective measures.
5. 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
6. Any penalty imposed by Client against non-compliance/ non-performance of contract terms will be deducted from the subsequent running bill.

## **2.4 ELIGIBILITY CRITERIA.**

**The firm should be in the list of empaneled Facility Management Partners of HITES in appropriate Class “C” with minimum 03 Category.**

## **2.5 EARNEST MONEY DEPOSIT:**

- 2.5.1** The Bidder shall furnish Earnest money deposit of an amount as mentioned in Clause 1.1 of Notice Inviting Bids.
- 2.5.2** The Earnest Money will be in the form of Demand Draft in favor of HITES payable at Trivandrum or a Bank Guarantee from a scheduled commercial bank in India acceptable to the Client. The format of the Bank Guarantee shall be as per Form-C provided in this Bid Document. The said Bank guarantee shall be irrevocable and operative for a period not less than 90 days beyond the validity of the Bids i.e. 120 days from the last date of submission of Bids as per clause 1.2 of Notice Inviting Bid or extended date thereof). The Earnest Money Deposited shall be endorsed/pledged in favor of HLL Infra Tech services Limited, and shall be submitted in a separate envelope super scribed “Earnest Money for Facility management services AT Centre for Performing Arts (CPA),Varkala.

## **2.6 AMENDMENTS TO BID DOCUMENTS:**

- 2.6.1** At any time prior to the deadline for the submission of Bids, HITES may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the Bid Document by an amendment notice.
- 2.6.2** The said amendment in the form of an addendum/ corrigendum will be sent to all prospective eligible Bidders including those who have received the Bid Document. This communication will be in writing or by Fax and the same shall be binding upon all Bidders. Prospective Bidders should promptly acknowledge receipt thereof by Tele-fax to the HITES. The addendum/ corrigendum will also be available on the website of HITES ([www.hllhites.com](http://www.hllhites.com)).
- 2.6.3** In order to allow Bidders reasonable time for preparing their Bids after taking into account such amendments, HITES may, at its discretion, extend the deadline for the submission of Bids.



## **2.7 SUBMITTAL OF BID BY BIDDER(S):**

The intending empaneled agencies shall submit their Offer with, the Technical Bid and the Financial Bid. Complete sets of each Bid should be submitted including corrigendum/addendum etc. Every page/ copy forming part of Bids should be duly signed by the bidders / tenderers or their authorized representative.

### **2.7.1 TECHNICAL BID**

The Technical Bid, clearly labeled as “**TECHNICAL BID**”, shall consist of following information /details for eligibility criteria of bidders.

- a) Check list of submitted documents in Technical Bid.
- b) Covering letter for the Bid in Form A.
- c) Earnest Money Deposit in the form of a Demand Draft for amount for required works mentioned in Table I, clause 1.1, drawn in favor of “HLL Infra Tech Services Ltd.” Payable at Trivandrum, or Bank Guarantee for equivalent amount from schedule commercial bank in the prescribed form of validity period of 90 days in a separate sealed envelope duly marked “Earnest Money Deposit”.

### **2.7.2 FINANCIAL BID:**

- a) THE FINANCIAL BID, CLEARLY LABELED AS “**FINANCIAL BID**” WILL CONTAIN THE “**FINANCIAL OFFER AS PER FORM C**”.
- b) The financial proposal should be separately completed and submitted in a separate sealed envelope in the Format prescribed in Form F.

**NOTE: Bidder/Tenderer should sign all documents submitted by them in self-attestation.**

## **2.8 DISCREPANCY BETWEEN DOWNLOADED BID DOCUMENT SUBMITTED BY TENDERER AND HARD COPY AVAILABLE WITH HITES:**

Tenderers are advised not to make any changes in the downloaded Bid documents. In case any discrepancy is noticed between the documents as uploaded up to the time of submission of the bid online including amendments /corrigendum, if any, and hard copies as submitted physically in the office to Chief Engineer, FMD, HLL Infra Tech Services Limited, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

## **2.9 VALIDITY OF THE TECHNICAL / FINANCIAL BIDS**

- 2.9.1** The bids shall be valid for a period of 120 days from the date of opening of Technical bids.
- 2.9.2** Extension of Bid Validity:
- 2.9.3** Prior to the expiry of the original Bid Validity Period, HITES may request Bidders to extend the Bid Validity Period for a specified additional period.

## **2.10 AWARD OF CONTRACT -AWARD CRITERIA**

Subject to meeting the Eligibility Criteria stipulated in clause 1.4 of Section -I above, HITES will award, the Contract to the Bidder / Tenderer, whose technical bid is found

responsive, complete and in accordance with the Bid documents, and whose financial bid on evaluation is found lowest.

## **2.11 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS:**

Notwithstanding provisions of Clause 2.12, HITES reserves the right to accept or reject any offer, and to annul the tender process and reject all offers, at any time prior to award of Contract without thereby incurring any liability to the affected Bidder. HITES has no obligation to inform the affected Bidder or Bidders of the grounds for rejection of bids.

## **2.12 NOTIFICATION OF AWARD:**

**2.12.1** Prior to the expiry of period of validity/extended validity of the offer as prescribed in this bid document and as subsequently extended by the bidder, HITES will notify the successful Bidder by Tele-fax or e-mail and confirm in writing by registered post /speed post / courier, that his offer has been accepted. This letter (hereinafter called '**The Letter of Award**') shall mention the fee, based on presumptive cost of work mentioned in the BID document (hereinafter called '**The Contract Price**'). The Letter of Award will be sent to the successful bidder. No correspondence will be entertained by HITES from the unsuccessful Bidders.

**2.12.2** The Letter of Award shall constitute a part of the contract.

## **2.13 PERFORMANCE SECURITY:**

The successful Bidder shall furnish to HITES a security in the form of a **Bank Guarantee @ of 5% of the contract price** from a Scheduled Commercial bank based in India in the Format given in Form-B, provided in Section II. The Performance Security shall be furnished within the time limit specified in Sub-clause 1.2.

Failure of the successful Bidder to submit the required Performance Security by due date as per Para 1.2 above shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the EMD.

## **2.14 SIGNING OF AGREEMENT:**

HITES shall prepare the Agreement in the Performa (Form D) included in this Document, duly incorporating all the terms of agreement between HITES and successful parties. Bidder will be required to execute the Contract agreement within 21 days from the date of issue of the Letter of Award the successful. The performance guarantee should be submitted immediately after issue of letter of award but not later than 15 days of issue of letter of award. One copy of the Agreement duly signed by HITES and the selected bidder through their authorized signatories will be supplied by HITES to the selected bidder.

# CHECKLIST

## CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID

### TECHNICAL PART

S. No	Name of Document	No. of sets to be submitted	
1.	Form of Bid and Appendix thereof ( <b>Form A</b> )	ORIGINAL	
2	Bid Security i.e. EMD in separate sealed envelope( <b>Form C</b> )	ORIGINAL	
3.	BID documents, duly signed.	ORIGINAL	

### FINANCIAL PACKAGE:

	FINANCIAL BID IN SEPARATE SEALED COVER (FORM F)	ORIGINAL	
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**NOTE:** ORIGINAL BID SHALL BE SUBMITTED IN SEPARATE ENVELOPES,  
CONSPICUOUSLY MARKED ORIGINAL.

**FORM OF BID**

To,

**Deputy Vice President (FM),  
HLL Infra Tech Services Ltd.,  
HLL Bhavan, Golden Jubilee Block,  
Poojappura, Trivandrum-695012.**

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

Dated this.....day of.....2020

Signature .....

Name..... in the capacity of .....

duly authorized to sign Tenders for and on behalf of.....

Address .....

Witness – Signature .....

Name .....

Address .....

Occupation .....

**Note:**

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

**FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK**

1. In consideration of the HLL INFRATECH SERVICES LTD (hereinafter called “HITES”) having agreed under the terms and conditions of agreement No..... dated ..... made between ..... and ..... (herein after called “the said applicant(s)”) for the ..... work (herein after called “the said agreement”) for compliance of his obligation in accordance with the terms and conditions in the said agreement.

We ..... (indicate the name of the Bank) (herein after referred to as “as Bank) hereby undertake to pay to the HITES and amount not exceeding Rs..... (Rupees ..... only) on demand by the HITES.

2. We ..... (Indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demure, 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 applicant(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 undertake to pay to the HITES any money so demanded notwithstanding any dispute or disputes raised by the applicant (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 made by us under this bond shall be valid discharge of our liability for payment to there-under and the applicant(s) shall have no claim against us making such payment.

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

5. We..... (Indicate the name of Bank) further agree with the HITES that he HITES shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said applicant(s) from time to time or to postpone for any of the powers exercisable by the HITES against the said applicant(s) and to forebear or enforce any of the terms and conditions relating to the said agreement we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said applicant(s) or for ay forbearance act or omission on that part of the HITES or any indulgence by HITES to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effected or so relieving us.

6. The guarantee will not be discharged due to the change in the constitution of the Bank or the applicant(s).

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

8. This guarantee shall be valid upto ..... Unless extended on demand by HITES. Notwithstanding anything mentioned above our liability against this Guarantee is restricted to Rs..... (Rupees.....only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under the Guarantee shall stand discharged.

Dated the ..... Day of 20....

For .....  
(Indicate the name of Bank)

**Format for EMD (Bid security)**

Know all men by these presents that we ..... (Name of bank) having our registered office at ..... (Name of country) (hereinafter called “the bank”) are bound unto pay, HLL Infra Tech Services Limited, Trivandrum, in the sum of Rs. \_\_\_\_\_ for which payment will and truly to be made to the said HITES, the bank binds itself, its successors and assigns by these presents.

Whereas..... (Name of bidder) (hereinafter called “the bidder”) has submitted its bid dated \_\_\_\_\_ for “Providing Comprehensive Facility management Services for “------(name of the work)

And whereas the bidder is required to furnish an irrevocable bank guarantee for the sum of Rs. \_\_\_\_\_ (rupees \_\_\_\_\_ only) as bid security against the bidder’s offer as aforesaid.

And whereas \_\_\_\_\_(name of bank) have, at the request of the bidder, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

That Client may without affecting this guarantee grant time or other indulgence to or negotiate further with the bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between Client and the bidder.

That the guarantee herein before contained shall not be affected by any change in the constitution of our bank or in the constitution of the bidder.

That any account settled between Client and the bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

That this guarantee commences from the date hereof and shall remain in force till \_\_\_\_\_ (date to be filled up)

That the expression ‘the bidder’ and ‘the bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

The conditions of this obligation are:

If the bidder withdraws his bid during the period of bid validity, or

If the bidder does not accept the correction of his bid price as corrected by the evaluation committee

If the bidder having been notified of the acceptance of his bid by Client during the period of bid validity:

Fails or refuses to furnish the required performance security for the amount equal to 5% of the contract price and/ or

- (i) Fails or refuses to enter into a contract within 21 days of issue of letter of award by HITES.
- (ii) We undertake to pay to Client (HITES) up to the above amount upon receipt of his first written demand, without Client having to substantiate his demand provided that in his



demand Client will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

	Signature of ..... Authorized official of the bank
Signature of the witness .....	Name of official ..... Designation .....
Name of the witness .....	Stamp/seal of the bank .....
Address of the witness ..... ..... .....	

**PROFORMA FOR AGREEMENT  
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

CONTRACT AGREEMENT FOR THE WORK OF -----  
DATED ----- between M/s----- in the town  
of

hereinafter called the applicant (which term shall unless excluded by or repugnant to be subject or context include its successors and permitted assigns) of the one part and the HLLINFRATECH SERVICES LTD hereinafter called the HITES (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) of the other part.

**WHEREAS**

- a. The HITES is desirous that the \_\_\_\_\_(name of work)at \_\_\_\_\_ should be executed as mentioned, enumerated or referred to in the tender documents including Press Notice Inviting Tender, other documents, has called for Tender.
- b. The applicant has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination before submitting his tender as to the nature of the site and local condition, the quantities, nature and magnitude of the work the availability of labour and materials necessary for the execution of work, the means of access to site, and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.
- c. The tender documents including the HITES's Press Notice Inviting Tender, rates, General obligations, period of completion of work. Letter of Acceptance of tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this contract though separately set out herein and are included in the expression Contract wherever herein used.

**AND WHEREAS**

The HITES accepted the tender of M/s ----- (Applicant) for the ----- (name of work) at -----and conveyed vide letter No.----- dated ----- at the rates stated in the LOA for the work and accepted by the HITES (hereinafter called the Rates) upon the terms and subject to the conditions of the contract.

NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS.

1. In consideration of the payment to be made to the contract for the work to be executed by him, the applicant hereby covenant with the HITES that the applicant shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND
2. In consideration of the due provisions execution of the said work, the HITES does hereby agree with the applicant that the HITES will pay to applicant the respective amounts for the work actually done by him and approved by the HITES at the Schedule or Rates and such other sum payable to the applicant under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.

It is specifically and distinctly understood and agreed between the HITES and the applicant that the applicant shall have no right, title or interest in the site made available by the HITES for execution of the works or in the building, structures or works executed on the said site by the applicant or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the applicant) and the applicant shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the HITES shall have an absolute and unfettered right to take full possession of site and to remove the applicant, their servants, agents and materials belonging to the applicant and lying on the site.

In Witness whereof the parties hereto have here-into set their respective hands and seals in the day and the year first above written.

Signed and delivered for and on behalf of HITES

Signed and delivered for and on behalf of the applicant

(HLL INFRATECH SERVICES LTD )

(Applicant)

OFFICIAL ADDRESS

OFFICIAL ADDRESS

Date

Date  
Place

IN PRESENCE OF TWO WITNESSES

SIGNATURE  
NAME

SIGNATURE  
NAME

Place

IN PRESENCE OF TWO WITNESSES

SIGNATURE  
NAME

SIGNATURE  
NAME

**INTEGRITY PACT**

To,

.....  
.....  
.....

Sub: Tender No. HITES/FMD/VIVID/2020-21/125for the work of Providing Facility Management Services at Centre for Performing Arts (CPA), Varkala.

Dear Sir,

It is here by declared that the CLIENT/HITES are committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the CLIENT/HITES.

**Yours faithfully**

**Deputy Vice President (FMD)**

## INTEGRITY PACT

To,

.....

*(Designated authority of CLIENT/HITES)*

Sub: Submission of Tender for the work of Providing Facility Management Services at Centre for Performing Arts (CPA), Varkala. (Tender No. HITES/FMD/VIVID/2020-21/125)

Dear Sir,

I/We acknowledge that the CLIENT/HITES is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by the CLIENT/HITES. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Clause 12 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, the CLIENT/HITES shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

## **PRE-CONTRACT INTEGRITY PACT**

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

### **Between**

HLL Infra Tech Services Ltd. [HITES], a wholly owned subsidiary company of M/s. HLL Lifecare Ltd. a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called “HITES”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

### **And**

M/s \_\_\_\_\_ with office at .....represented by Shri \_\_\_\_\_, 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 HITES and BIDDER referred above are jointly referred to as the Parties]

HITES intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. .... HITES 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 HITES to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HITES 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 HITES**

- 1.1 HITES undertakes that HITES 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 HITES 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 HITES regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.
- 1.4 HITES 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 HITES with full and verifiable facts any misconduct on the part of HITES's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HITES, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HITES. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HITES the proceedings under the contract would not be stalled.

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

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES 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 HITES for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with HITES.
  - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
  - 2.4 The Bidder (s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.
  - 2.5 The Bidder (s) will promote and observe ethical practices within its Organization and its affiliates.
  - 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 2.7 The Bidder (s) will not make any false or misleading allegations against HITES or its Associates.



- 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HITES 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 HITES or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES 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 2(77) of the Companies Act 2013
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HITES.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ 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 HITES as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

- 2.18 The Bidder(s)/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.
- 2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

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

- 3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HITES 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 HITES will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 4.3 HITES 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 HITES to take all or any one of the following action, wherever required:-
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HITES 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, HITES will be entitled to terminate the contract. HITES 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 HITES, 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 HITES 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 HITES, 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 HITES resulting from such cancellation/recession and HITES 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 HITES for a minimum period of five (5) years, which may be further extended at the discretion of HITES or until Independent External Monitors is satisfied that the Bidder (s) will not commit any future violation.
  - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the BIDDER, the same shall not be opened.
  - xi. Forfeiture of performance guarantee in case of a decision by HITES to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HITES 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 HITES 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 HITES, if the contract has already been concluded.

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

- 7.1 HITES has appointed Sh. A.K. Arora, EX-DG, Indian Defense Service of Engineers as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Sh. A.K. Arora, Independent External Monitor (IEM)  
Office: HLL Infra Tech Services Ltd  
B-14-A, sector 62, Noida 201307, U.P  
Tel: 0120 4071500

Residence: B-333, Chittaranjan Park  
New Delhi – 110019, Tel: 011 26273406

Mobile: +91 8130588577  
Email: iem@hllhites.com

- 7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.
- 7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HITES including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HITES will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.
- 7.8 The IEM(s) will submit a written report to the CEO/CMD of HITES within 8 to 10 weeks from the date of reference or intimation to him by HITES/BIDDER.

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

If HITES 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 HITES has substantive suspicion in this regard, HITES will inform the same to the Chief Vigilance Officer, HLL.

**Clause.9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, HITES or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide a 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 Delhi/ NCR 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 HITES and the BIDDER /Seller, including warranty/ Defect Liability 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/ CEO of HITES.

**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

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

**HLL Infra Tech Services Ltd.**

**Bidder**

\_\_\_\_\_

\_\_\_\_\_

Witness

Witness

1.....

1.....

2.....

2.....

**SECTION -IV**  
**PART II – FINANCIAL BID**

**FORM F**

**1. FINACIAL BID SUMMARY**

SL No	Service Description	Category	Unit	Rate per Unit	Total cost per month
<b>A</b>	<b><u>Operation &amp; Maintenance Services</u></b>				
1	General Technician	Skilled	1		
2	Spares and Consumables	Spares	LS		
<b>B</b>	<b><u>Housekeeping and Garden Maintenance</u></b>				
1	Housekeeping Staff	Un-Skilled	1		
3	Housekeeping Chemicals, tools & consumables and machine rentals	Materials and Machines	LS		
4	Chemicals for water treatment in pond / fertilizers for garden /garden tools and consumables	Materials and tools	LS		
<b>C</b>	<b><u>Security Services</u></b>				
1	Security Staff	Un-Skilled	3		
	<b>Total Cost per Month</b>				
	<b>Total Cost per Annum</b>				

**NOTE:**

- WAGES AS PER THE KERALA STATE MINIMUM WAGES UNDER SHOPS AND COMMERCIAL ESTABLISHMENT AND SECURITY SERVICES
- CONSUMER PRICE INDEX AS PER JULY 2020
- MAXIMUM BUDGET OF **RS. 2,500/-** PER MONTH FOR **SPARES AND CONSUMABLES** ( OPERATIONS AND MAINTENANCE)
- MAXIMUM BUDGET OF **RS. 8,000/-** PER MONTH FOR **HOUSEKEEPING CHEMICALS, TOOLS & CONSUMABLES AND MACHINE RENTALS**
- MAXIMUM BUDGET OF **RS. 1,500/-** FOR **CHEMICALS FOR WATER TREATMENT IN POND /FERTILIZERS FOR GARDEN /GARDEN TOOLS AND CONSUMABLES**
- THE ABOVE ITEMS ARE BILLED AS ACTUAL SUPPLY AT SITE

<b>Detailed Salary Break up</b>			
<b>Item Description</b>	<b>Percentage</b>	<b>General Technician</b>	<b>Housekeeping Staff</b>
Basic Pay		8,910	8,280
Consumer Price index point effective July 2020 = 363			
Fixed point of Consumer price index = 240			
Points to be considered for DA (363-240) = 123			
DA @ Rs.26 X 123		3,198	3,198
<b>Gross Salary( Basic+DA)</b>		<b>12,108</b>	<b>11,478</b>
Site Allowance		4,500	1,000
<b>Gross Salary( Basic+DA+Site Allowance)</b>		<b>16,608</b>	<b>12,478</b>
EPF on Basic+DA	13	1,574	1,492
ESI on Gross Salary	3.25	540	406
Bonus on Basic+ DA	8.33	1,009	956
Leave wages on Basic +DA	5.71	691	655
Holiday wages on Basic+DA	1.9	230	218
<b>Total Statutory payout</b>		<b>4,044</b>	<b>3,727</b>
Uniform cost		200	200
<b>Total cost per person per month</b>		<b>20,852</b>	<b>16,405</b>
Service Charge ( To be filed by the Service Provider )			
<b>Total cost per person per month</b>			

<b>Detailed Salary Break up</b>		
<b>Item Description</b>	<b>Percentage</b>	<b>Security Staff</b>
Basic Pay		10,170
Consumer Price index point effective July 2020 = 363		
Fixed point of Consumer price index = 250		
Points to be considered for DA (363-250) = 113		
DA @ Rs.26 X 113		2,938
<b>Gross Salary( Basic+DA)</b>		<b>13,108</b>
Site Allowance		1,000
<b>Gross Salary( Basic+DA+Site Allowance)</b>		<b>14,108</b>
EPF on Basic+DA	13	1,704
ESI on Gross Salary	3.25	459
Bonus on Basic+ DA	8.33	1,092
Leave wages on Basic +DA	5.71	748
Holiday wages on Basic+DA	1.9	249
Total Statutory payout		<b>4,252</b>
Uniform cost		200
Total cost per person per month		<b>18,560</b>
Service Charge (To be filled by the Service Provider )		
<b>Total cost per person per month</b>		