

e-TENDER ENQUIRY DOCUMENT

FOR APPOINTMENT / EMPANELMENT OF TOTAL LOGISTIC
AGENT(S) FOR
CUSTOM CLEARANCE AND TRANSPORTATION

HITES/HLL/PCD/CMC/TLA/10/19-20

BY

HLL INFRATECH SERVICES LIMITED

100% subsidiary company of HLL Lifecare Limited

(A Government of India enterprise)

Procurement & Consultancy Services Division

B-14A, Sector-62,

Noida-201 307

PHONE: 0120-4071500

URL: www.lifecarehll.com/www.hllhites.com

Email: pcdimport@hllhites.com

CIN: U45200KL2014GOI036617

HLL INFRATECH SERVICES LIMITED

e-TENDER ENQUIRY DOCUMENT(TED)

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CIN: U45200KL2014GO1036617

Tender Enquiry No.: HITES/HLL/PCD/CMC/TLA/10/19-20

05/03/2020

Appointment of Total Logistic Agent(s) for custom and port clearing, handling and storing of Air/Sea consignments from various custom authorities in India and transportation of the same to the consignees' site.

1. M/s. HLL INFRATECH SERVICES LIMITED is a 100% subsidiary company of M/s HLL Lifecare Limited (HLL) (a Government of India Enterprise –a Mini Ratna Company), having its registered office at Trivandrum at Thiruvananthapuram. M/s HLL Infra Tech Services Limited (HITES) is 100% owned subsidiary of HLL. HLL and /or HITES has been appointed as procurement consultant by Ministry of Health & Family Welfare, Ministry of External Affairs, and various State Govts for procurement of various Medical equipment, Laboratory/Research equipment, pharmaceuticals and various other items etc. under various projects/ programmes. On behalf of the clients and under their respective programmes, HLL/HITES imports equipment/pharmaceuticals which arrive at various international Airports/Seaports/ Dryports in India where international cargos are handled. The weight of equipment may vary from 1 kg to 10,000 kg (In exceptional cases it may exceed). Since these are very sensitive and high-end medical equipment, these require utmost care during handling & transportation. The tenderer must have sufficient experience and infrastructure in handling and transportation of such kind of equipment across the country, which will be judged from the documents submitted by the tenderer. The tenderer/agent will be responsible for any loss/damage caused by their any negligence/incompetence/mishandling etc. and will be liable to make good the financial loss caused to HLL/HITES or its clients.
2. Accordingly, HITES/HLL invites online tenders/bids (e-Tender)from Licensed/Recognized Custom House Agents for getting the consignment cleared from Custom authorities at various airports/seaports/dryports located across the country and their transportation to different consignees' end in India. A copy of the Registration Certificate valid as on the date of tender opening issued by the Custom Department should be enclosed with the Tender Document along with PAN number of the tenderer.

The tenderer should essentially possess requisite infrastructure of their own or should have a valid collaboration with a Transporting Organisation, who in turn is having the required infrastructure for carrying out successful execution of the entire job. The tenderer shall furnish documentary evidence in this regard along with the tender otherwise the offer shall be considered as incomplete and is liable for rejection. **However, the tenderer shall be**

HLL INFRATECH SERVICES LIMITED

totally responsible for successfully carrying out the complete job as a Total Logistic Agent (TLA). The tenderer should also submit the copy of permits issued by statutory authorities in their or their collaborator's favour as carrying out transportation activities with required infrastructure.

3. Details of clients and annual financial turn-over of the clearing agent should be attached along with copy of the work order/agreements and corresponding performance certificates from their respective clients during the five years as per the requirements given in **Eligibility Criteria**. However, the collaborator's performance credentials as above are needed to be submitted by the tenderer along with the tender.
4. This Tender is a two-bid system i.e. Commercial Bid and Financial/ Price Bid. The interested parties meeting eligibility criteria may upload their offers/commercial & price quotations online. Financial/Price bids will be considered only when the firm/company fulfils the eligibility criteria and commercial conditions mentioned in this tender enquiry document.
5. Tenderers may download the tender enquiry document from the websites www.lifecarehll.com or www.hllhites.com or www.eprocure.gov.in/cppp and submit their bids online, along with the required non-refundable fee as mentioned below.

Other useful details in this tender are indicated below:-

Sl. No.	Tender ID	Item/Service Name	EMD (Rs.)
1	2020_HLL_45246	Appointment of Total Logistic Agent(s)	Rs.1,00,000/-

Sl.	Description	Schedule
a	Tender Processing Fee	Rs. 3,540/- (Inclusive of GST @18%)
b	Pre-bid meeting date & time	16-03-2020, 11:00hrs IST,
d	i) Closing date & time for submission of online bids	30-03-2020, 15:00 hrs IST
	ii) Closing date & time for physical submission of original tender fee, EMD instruments in favour of "HLL Infratech Services Limited" payable at New Delhi, within the specified date and time	31-03-2020, 14:00hrs IST
e	Time and date of opening of bids	31-03-2020, 15:00hrs IST
f	Venue for :- <ul style="list-style-type: none">• Pre-bid meeting• Submission of tender fee, EMD in physical form.• E-Tender Opening of Commercial Bid	Procurement & Consultancy Division, M/s HLL Infratech services Limited, B-14 A, Sector-62, Noida-201307

7. **The Bids shall be submitted online only, EXCEPT TENDER FEE & EMD** (acceptable in physical form) as mentioned below:
 - (i) Commercial Bid (Consisting of documents fulfilling eligibility criteria & Commercial Conditions). Tenderers may name the files indicating the nature of content in pdf format which would be required to be attached in e-tender.

HLL INFRATECH SERVICES LIMITED

- (ii) Financial Bid (To be filled up the as per attached Proforma, Signed, Stamped, and Scanned to pdf mode & attach under PRICE BID).

DO NOT'S

Tenderers are requested **NOT** to submit the hard copy of the Financial/Price bid. In case the Financial/Price bid is submitted in physical form (hard copy), the tender shall be straightaway rejected. Also, uploading of the financial/price bid in commercial bid will **RESULT IN REJECTION** of the tender.

A) Commercial Bid (Un priced Tender)

All Commercial details {e.g. Eligibility Criteria (as mentioned in SECTION-2), Detailed Scope of Work and Terms & Conditions} should be attached in C-Folder of e-tendering module in pdf form, failing which the tender stands invalid & REJECTED.

B) Financial Bid:

1. Prices are to be quoted in the attached Price Bid format online on e-tender portal in pdf format & apply digital signature certificate. **While uploading the price, the tenderer has to ensure that the FILE NAME of the attached document SHOULD BE SAME as that of provided price bid format.**
2. The prices should be quoted for the accounting unit indicated in the e-tender document.

The tenderer shall not submit hard copy of financial/price bid otherwise his/her tender shall be straightaway rejected. Also, uploading the financial/price bid in prequalification bid or commercial bid will result in rejection of the tender.

Note:

It is the responsibility of tenderer to go through the Tender Enquiry Document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by HLL/HITES.

8. All prospective tenderers may attend the Pre-Bid meeting. The venue, date and time are indicated in the **Para 5** above.
9. In the event of any of the above mentioned dates being declared as a holiday in the organisation, the next working day will be considered as per prescribed venue & time.
10. The quotation (Tender Fee & EMD) should be super scribed "Tender for Appointment of Total Logistic Agent(s)". There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system. HLL/HITES reserves the right to accept or reject all/or any of the tenders in full or part without assigning any reason thereof.

HLL INFRATECH SERVICES LIMITED

11. Amendments, if any, to the tender will be published only in the website www.lifecarehll.com/www.hllhites.com .

12. **SPECIFIC Instructions for e-Tender Participation:-**

- i. Tenderers should have valid Class 3 Digital Signature Certificate with encryption.
- ii. Tenderers are advised to follow the instructions, for registering and online submission of their bid(s), as provided in the CPPP website and are requested to read them carefully before proceeding for bidding.
- iii. Tenderers are requested to register for issuance of User ID and Password well in advance in order to avoid last minute rush.
- iv. Post receipt of User ID & Password, Tenderers can log on for downloading & uploading tender document.
- v. **The tenderers shall submit tender fee and EMD in physical form at the scheduled time and venue.**
- vi. Tenderer may download the tender enquiry documents from the web site www.lifecarehll.com or www.hllhites.com or www.eprocure.gov.in/cppp .
- vii. The submission of online bids can only be done through <https://etenders.gov.in/eprocure/app> only.
- viii. All prospective tenderers may attend the Pre-Bid meeting. The venue, date and time indicated above.
- ix. Tenderers shall ensure that their tenders, complete in all respects, are to be submitted **online through e-procurement portal of HITES ONLY (as described above). No DEVIATION is acceptable.**
- x. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

CEO (HITES)

HLL INFRATECH SERVICES LIMITED
100% subsidiary company of HLL Lifecare Limited
(A Government of India enterprise)
Procurement and Consultancy Services Division
B-14A, Sector-62, Noida -201 307, UP

HLL INFRATECH SERVICES LIMITED

SECTION-1

DETAILED SCOPE OF WORK AND TERMS & CONDITIONS

The following terms and conditions will be applicable:-

1. That the Agent shall act as Total Logistic Agent covering clearing, handling, storage, transporting and all the related activities, for and on behalf of the HLL/ HITES/ its Clients from port of entry to the consignees' site, of packages of machine tools, medical equipment and other goods etc. (Hereinafter referred to as "Stores/goods") received from foreign countries at various sea ports in India like at Kandla, Mumbai, Cochin, Chennai, Vishakhapatnam, Paradeep, Kolkata, at various dry ports in India and at airports in India like as Kolkata, Amritsar, Mumbai, Chennai, Delhi, Bangalore, Ahmedabad, Trivandrum, Cochin, Guwahati , Hyderabad etc.
2. The Clearing Agent shall be required to perform all the duties which they are required to do under the Customs Act 1962 and as amended time to time, if any, and take such steps as necessary to ensure that the interest of HLL/HITES/ its CLIENT is protected on the clearing of its stores/goods.
3. The Agent shall be fully responsible for the filling & finalization of Bill of Entry (BoE) from the time the shipment arrival information is provided to them. All the BoEs should be finalized within reasonable time. Custom duty intimation must be given immediately without any time delay enabling the HLL/HITES for payment of custom duty on the same day. If any complication/problem/error/difficulty arises during filing of BoE like Server of Ice Gate is down or BoE number not generated etc., same should be brought to the notice of HLL/HITES by the agent with necessary evidences like custom notification, screen shots etc. Any discrepancy for want of documents shall be promptly brought to the notice of the HLL/HITES by the Agent regarding the exact amount of Custom Duty considering all best possible waivers and exemption provisions in force in respect of the relevant Bill of Entry.
4. The Consignments shall be cleared from Customs/AAI/any other agency within *two days or* within demurrage free period as stipulated from time to time by AAI/Custom Authorities/any other agency whichever is earlier from the date of handing over the documents to the Agent complete in all respects, failing which demurrage charges shall be borne/paid by the Agent. However, if the delay is not attributable to the agent due to specific reasons, the same shall be reimbursed.
5. Whenever any short landing cargo is noticed, the Agent shall be required to file "Not found" or "Not traceable" notice with the airport authorities/customs and obtain Not Traceable Certificate and lodge formal claim on airport authorities/ concerned airlines/customs with necessary documents under intimation to HLL/HITES as applicable, and will do all the necessary acts to protect the interest of HLL/HITES or its clients.
6. It is incumbent on the Agent to examine carefully all packages marked for customs examination of each consignment that arrived at the Air Ports/Sea Ports/Dry Ports with the respective invoices and measurement/packing list etc. If at the time of physical examination of the consignment any damage or loss of goods is noticed, the same shall be brought to the notice of HLL/HITES with required photographs/evidence immediately as well as arranging a surveyor for surveying the consignment for assessment. If at the time of physical examination

HLL INFRATECH SERVICES LIMITED

of the consignment, any wrong marking is noticed, the same shall be brought to the notice of HLL/ HITES with required photographs/evidence immediately.

7. The agent is responsible for onward transportation of consignment immediately after customs clearance to the consignee's site/their warehouse/storage location. It is to note that post clearance delivery of the consignment at the consignee site should be within 3 days, if consignee site is within 400 kms away from port of entry. Else, it should be within 7 days.
8. Handling of the consignment must be strictly as per the instructions indicated on the packing of the consignment. Loading of the consignment on the vehicle should be commensurate to the nature of cargo. Agent shall be responsible for all handling activities involved during transportation and storage up to consignee site/stores/ warehouses/installation sites.
9. The Agent shall utilize suitable transport and handling equipment, engage sufficient labour & supervisory staff and fully responsible for the safe handling of consignment in the entire clearing, storage and forwarding operations and shall indemnify and absolve HLL/its client of any consequences thereof by way of damage/loss of consignments, accident, damage to vehicle and handling equipment either own or hired by him, public properties as well as in injuries or otherwise to the personnel under his command or to the public. The Agent shall take all possible precautionary measure towards safety of all consignments. The agent shall ensure the necessary transport and safe delivery of consignment at the consignee site immediately after customs clearance.
10. The Agent shall maintain records and submit status of consignment in hand on daily basis. However, a weekly report should be forwarded to HLL/ HITES for the work done by them and in the format given from time to time by HLL/ HITES.
11. The Agent will arrange repacking of damaged packages where it is essentially required in consultation with the representative of HLL/ HITES. Expenses so incurred will be reimbursed based on certificate issued by the representative of HLL/ HITES.
12. It is the responsibility of the agent to collect documents for custom clearance & transportation (including exemption/benefit certificates for clearance and transit documents) to avoid loss to HLL/ HITES. However, if any unavoidable delay occurs due to no fault of the agent, then based on prior approval from HLL/ HITES, the cleared shipment may be stored in the agent's warehouse and the agent shall be fully responsible for the same. The agent shall be paid the expenses as per the government approved rate/Central Warehousing Corporation (CWC) charges as applicable.
13. The Agent shall maintain a close liaison with HLL/ HITES. They shall collect documents from HLL/ HITES/its clients/bank whenever called for and shall take steps for finalization of the BoE from time to time without penalty and shall see that these are filed with the Customs Authorities/Air Port Authorities. BoE's should be finalized as early as possible and if held up for want of documents etc., for such events, Agent should promptly bring this to the notice of HLL/ HITES.
14. Agent should Lodge claims like customs duty refund/custom duty drawback/appeal etc. well within the prescribed time limits so as to avoid rejection of claims at a later date by the customs, Airlines or other agencies. Effective follow up action must be ensured till the claims are finally settled and amount received by HLL/ HITES. The Agent shall also assist HLL/ HITES in filing appeal and subsequent follow-up towards final settlement.
15. The Agent shall maintain proper receipts and dispatches of materials and be fully responsible for the safe custody of such cargoes.

HLL INFRATECH SERVICES LIMITED

16. Tenderer shall quote for the complete scope of work and the quotation/offer should be valid for a period of 90 days from the date of opening of tender. Non-compliance shall be liable for rejection of tender/offer.
17. An amount of Rs. 1,00,000/- (Rupees One Lakh only) as Earnest Money Deposit (EMD) in the form of Banker's Cheque/Bank Draft in favour of HLL Infratech Services Ltd, payable at New Delhi is required to be submitted along with quotation, valid for 135 days from the date of opening of tender. Tenders without EMD will be summarily rejected. EMD of unsuccessful tenderer will be returned, without any interest, immediately after finalization of the Tender. Successful tenderer's EMD will be retained until receipt of Performance Bank Guarantee (PBG) as per point no. 35 in this section.

Earnest Money is required to protect HLL/ HITES against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of HITES. Successful tenderer's earnest money will be forfeited without prejudice to other rights of HITES if it fails to furnish the required performance security (Performance Bank Guarantee) within the specified period.

18. This Tender is a two-bid system i.e. Commercial Bid and Financial/ Price Bid. The interested parties meeting Eligibility criteria may upload their offers /commercial & price quotations online as explained under **Instructions for submission of e-tenders** below.

a) Commercial Bid (Un-priced tender):-It should have all the documents for meeting Eligibility Criteria and other commercial conditions without price quotations.

Documents to be enclosed in the Commercial Bid are mentioned below-

- i) Scanned copy of Tender Processing fee of Rs.3,540/- with applicable government rules, if any.
- ii) Scanned copy of EMD of Rs1,00,000/- as per point no. 1 of Eligibility Criteria, with applicable government rules/ exemptions, if any. A valid document in this regard should be attached for supporting the claim.
- iii) Power of Attorney issued by the competent authority in favour of person who is Digitally Signing/Uploading the tender/bid document.
- iv) Performance Statement as per point no. 2 & 3 of Eligibility Criteria & as per the format given therein.
- v) Financial Statement issued by Chartered accountant for last 3 financial years as per point no. 10 of Eligibility Criteria
- vi) Valid CHA Registration Certificate of Tenderer as per point no. 14 of the Eligibility Criteria. The CHA registration certificate shall be valid throughout the contract.
- vii) Statement/declaration w.r.t. Storage infrastructure as per point no. 11 of the Eligibility Criteria
- viii) Statement/ declaration w.r.t. transportation infrastructure of the tenderer or their collaborator. Joint Declaration as documentary evidence of Transporter Collaboration, if any, as per point no. 12 of the Eligibility Criteria.
- ix) Documentary evidence of Statutory Permits of Tenderer or their collaborator, if any, as per point no. 13 of the Eligibility Criteria
- x) Copy of Income Tax Certificate/PAN No.
- xi) Copy of GSTIN/SAC Registration.

HLL INFRATECH SERVICES LIMITED

- xii) Non conviction /no pending conviction certification issued for preceding three years.
 - xiii) Declaration that tenderer does not have any relation with the person authorized to evaluate commercially or involve in finalizing the tender.
 - xiv) Undertaking to be submitted that the tenderer do not stand blacklisted / banned/de-registered/debarred by any of the Government authorities.
 - xv) Undertaking to be submitted that the tenderer shall abide by all the terms & conditions of the Tender.
 - xvi) The tenderer shall give a declaration as under:
“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”
- b) The validity of the offer/tender should be 90 days from the date of the opening of the tender. Any tender having lesser validity shall be liable for rejection. A declaration in this regard should be submitted along with eligibility tender.
- c) **Financial Bid:-** Price Quotations/Price Bid for both Sea & Air cargo and transportation charges are to be submitted in the recommended format only, failing which the tender will be liable for rejection.
- d) Price Quotations/Price Bids will be opened only when the tenderer fulfils the eligibility and commercial conditions.
- e) The tender currency should be only in Indian rupees.
19. HITES reserves the right to enter into similar agreements simultaneously or afterwards with any other Contractor(s)/Clearing Agent(s), as it may deem fit at any time during the period the agreement is in force. The Agent on panel will not be entitled to make any representation/suggestion/complaint on this account.
20. The surveyor's actual and reasonable fees and expenses, if applicable incurred for carrying out the survey of imported consignments, as and when necessary, will be reimbursed to the Agent on submission of valid receipt with the prior approval letter from the HLL/ HITES.
21. The original bills completed in all aspects (as per terms of Letter of Award with proper justification and documentary proof for delay occurred, if any) should be submitted in triplicates by the Agent on fortnightly basis and shall be paid/reimbursed by HLL/ HITES within 15 days of submission of bills completed in all aspects. The bills submitted should include AAI Charges/Seaport Charges, Transportation charges, Agency charges, Delivery Order (DO) charges (Payment receipt, Invoice & Cargo Arrival Notice (CAN) Copy), copy of delivery proof with duly sealed and signed by consignee with date, BoE original copies, original documents/ payment receipt connecting the shipment of other approved (attach prior approval of HLL/ HITES wherever required) and statutory charges (if any). All the payment receipts should be duly sealed and signed. Part payment claim shall not be entertained and the bills submitted should be complete in all aspect which covers the clearance and transportation part.
22. The Agent shall be responsible for any delay on their part where they do not file the BoEs with Customs or do not confirm any discrepancy to HLL/ HITES. Filing of BoE and clearance of consignment shall be done within demurrage free period as stipulated from time to time by AAI/Custom Authorities. In case of delay beyond the free period and due to the negligence by agent, the demurrage charges for the delayed period shall be borne by the agent only.
23. It will be duty of the Agent in all cases of loss or misplacement of consignment to take such

HLL INFRATECH SERVICES LIMITED

measures that may be reasonable for the purpose of averting or minimizing the loss and to ensure that all right of the HLL/HITES against Airport Authorities/Customs or other 3rd party and properly preserved and exercised. Claim to all the concerned parties to be lodged by the Agent within the time limit prescribed by them for such claims. If no such claim or delayed claim is lodged by the Agent, the entire responsibility of such loss if any will be to Agent's Account.

24. If any damages / theft / shortage occurs during the transportation, loading and unloading under custody of Agent / Agent's Collaborator after taking delivery from custom authorities, the Agent shall be responsible for the total loss and the same shall be recovered from the Agent. This will be as per IATA rules, If the same is found during the course of customs clearance the same must be got recorded on the Bill of Entry. Copy of which will be provided to the HLL/HITES.
25. Even in case of any dispute, the consignment shall be cleared by the Agent and handed over to HLL/ HITES or its representatives pending the settlement thereof.
26. The Agent shall have to make good to HLL/ HITES any loss incurred due to negligence or failure on his/her part to take prompt action in initialization of BoEs and clearance of consignments.
27. The Agent shall be responsible for safe custody of Customs Duty Exemption Certificates (CDEC) and other Transit documents including e-way bills etc., to be provided to them by the Institute/Consignee/HLL/ HITES from time to time for Duty free/ benefit clearance and transport of Imported Consignments. For this purpose the agent shall approach the concerned authority sufficiently in advance and keep such exemption certificates and other requisite documents ready with them for submission to the appropriate authority at the time of clearance of goods.
28. It is to be confirmed that the consignment are being imported on CIP/CIF basis and the goods are covered with the extended insurance up to the consignee's site.
- 29. *The Tenderers should have system for online tracking facility accessible by the purchaser at any time to find out the status of the individual consignment updated every 24 hours.***
30. The agent shall ensure correct rate of duties as applicable from time to time after taking into account the best possible duty waiver notification etc. suitable for the imports/exports if any, as per customs tariff and obtain concurrence of HLL/ HITES before payment of duty for each case. In case of wrong assessment, the responsibility of refund of such customs duty shall lie on the Agent.
31. Statutory charges and other Government levies will be reimbursed on actual against submission of original documents by the agent on prior approval.
32. The tenderer must have their own or leased or hired warehouses/depots/ storage facility at various airports/ seaports/ dry ports cities in India duly insured, so that goods may be cleared and stocked secured & protected in such warehouse/depots/stores after customs clearance, if required. List of Depots/warehouses/ Stores at various locations in India for delivery & storage of goods must be enclosed along with addresses.
33. The tenderer or their collaborator must possess sufficient transport infrastructure to meet the requirement for satisfactory execution of onward transportation of the consignments across India covering all ports of entry as mentioned earlier.
34. As part of its tender, the tenderer shall furnish relevant details and documents establishing its

HLL INFRATECH SERVICES LIMITED

eligibility to quote & its qualification to perform the contract if its tender is accepted, as per the eligibility criteria given below.

35. As part of its tender, all tenderer are bound to to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason. The Integrity Pact shall be signed by HLL and /or HITES within 15 days from the Letter of Award (LOA).
36. The Agent shall furnish a Performance Bank Guarantee (PBG) for Rs. 25,00,000/- (Rupees Twenty Five lakhs only) in favour of the HLL Infratech services Limited, Noida for the due performance of the agreement within 15 days of issue of Letter of Award failing which the EMD will be forfeited. The PBG shall initially be valid for 14 months from the date of Letter of Award. An agreement will be executed with the successful tenderer after obtaining the PBG. The PBG will be forfeited for failure of the successful tenderer to perform the contract.
37. On receipt and acceptance of Letter of Award (LOA), the Agent shall prepare and sign all necessary papers of Agreement between them and the HLL and/or HITES within 15 days from the date of issue of LOA.
38. The contract shall be valid for one year from the date of LoA, which may be extendable for further period up to one year on the same terms & conditions depending upon the performance of the Agent.
39. If at any time, during contractual period, the Agent reduced the rates for similar services to any other person/organization/ Govt. Institution/ Co. Operative Stores at rate lower than the approved rates, he/she shall forthwith notify such reduction to the HLL/HITES and the charges for similar services after the date of coming into force of such reduction or rate shall stand correspondingly reduced.
40. If at any point of time it is detected that the over payment has been made to the Agent the same will be recovered from the subsequent bill/ performance security deposited by the Agent.
41. HITES reserves a right to accept or reject all or any number of quotation(s) without assigning any reason therefore.
42. The contract can be terminated any time during the currency of the contract by HITES if the work is not found satisfactory. The decision of HITES in this regard will be final & binding.
43. The Agent shall submit an indemnity bond in favor of HITES within 15 days of issue of Letter of Award or as advised to indemnify for loss of consignment for any reasons during his possession i.e. from the point of custom clearance to the delivery at the consignee's site.
44. HLL/ HITES/its client reserve the right to assign only custom clearing or only transportation or both custom clearing & Transportation work to the successful tenderer in relation to a particular consignment.
45. a) If dispute or difference what so ever arising under the contract or in connection therewith including any question relating to existence, meaning and interpretation of the contract or alleged breach thereof if any arise between the Agent & HLL/HITES, the parties shall make every effort to resolve the same amicably by mutual consultations.
b) If the parties fail to resolve their disputes of differences by such mutual consultation within 21 days of its occurrence, the same shall be referred to the sole arbitration of the CEO of HITES or to a person appointed by him for that purpose. The arbitration shall be conducted in accordance with the provision of the Arbitration and conciliation Law 1996

HLL INFRATECH SERVICES LIMITED

and the decision/judgment of arbitrator shall be final and binding on both the parties.

46. The Jurisdiction in all dispute suits shall be in courts at New Delhi.

46. Checklist duly filled up with reference page no. at respective columns.

Instructions for submission of e-tenders

- (i) All the necessary documents as prescribed in the TED shall be prepared and scanned in different files (in PDF format as prescribed) and uploaded for on-line submission of tender/bid.
- (ii) Except Tender Fee and EMD, all document(s)/ information(s) including the Financial/Price Bid (i.e. FORMAT FOR SUBMISSION OF FINANCIAL/PRICE BID) should be uploaded **online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.
- (iii) The prospective tenderers may **scan the documents in low resolution (75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster. The tenderer should however ensure the clarity and legibility of the text.
- (iv) The Individual file size of uploading is restricted to 3 MB. Tenderers may upload multiple files (Not exceeding 3 MB individually) & relevant file name indicating the contents.

HLL INFRATECH SERVICES LIMITED

SECTION-2

ELIGIBILITY CRITERIA
FOR TOTAL LOGISTICSAGENT (TLA)

1. The tenderer must enclose a sum of Rs. 1,00,000/- (Rs. One Lakh only) as Earnest Money Deposit (EMD) by way of Banker's Cheque/Demand Draft in favour of **HLL Infratech services Limited**, Payable at New Delhi failing which the tender will not be considered. No interest shall be allowed on EMD deposited by the tenderer. The EMD of the unsuccessful tenderer will be refunded without any interest after finalization of the tender but not later than 30 days from the finalization of the tender.
2. The tenderer as well as their collaborator (incase of transportation only) must possess minimum five completed financial years of experience prior to the date of tender opening as Total Logistic Agent (Custom Clearance and Transportation) in any Govt. Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings/ State Govt./Central Govt. or Local Bodies/Municipalities and in support of the same a performance statement in the following format must be submitted along with the **certified copies of the agreement / work orders** executed :

Sl. No.	Work Order No.	Work Order date	Name & Address of the Client	Assessable value of the work order	Status – whether work completed satisfactorily	Remarks, if any

3. The tenderer shall attach certificates of **satisfactory performance issued by at least 5 clients** out of those mentioned in the performance statement justifying their experience as per Point No. 2 in eligibility criteria. Each should be of minimum one year duration single contract during period (January 2015- January 2020) issued by any of the above mentioned Govt. Institutes/ Organizations/ Department / Limited companies in their letter head indicating **satisfactory / good performance remarks** and **period of services** must be enclosed with the commercial bid.
4. The tenderer should furnish a list of their clients to whom required services of Custom clearance and forwarding have been performed by the tenderer during last five years indicating their complete postal addresses along with details in respect of telephone/ fax numbers, name & designation of the person to whom HLL/HITES may contact for information, if so desired.
5. The tenderer should be registered in Custom House at least at Delhi & Mumbai as Custom House Agent (CHA) and should have valid license in their own name.
6. The tenderer should have Local Branch/ Regd. Office in Delhi/ NCR to ensure efficient and effective Custom Clearing Services to HLL/HITES.

HLL INFRATECH SERVICES LIMITED

7. The tenderer should be registered member of IATA and/or FIATA. Copy of valid membership should be enclosed.
8. The tenderer should be certified with Authorized Economic Operator (AEO) issued by Central Board of Excise and Customs, Ministry of Finance, Government of India..
9. The tenderer shall furnish following certificate/document as applicable, otherwise bid shall be summarily rejected:
 - a) A declaration by the proprietor of the firm, in case, the firm is proprietary firms.
 - b) A copy of partnership deed duly registered by the Registrar of Firms, in case of partnership firm.
 - c) A copy of Certificate of Incorporation, in case of Private Ltd. / Ltd. firm.
10. The average annual turnover of the tenderer from similar business must be at least Rs. 10 (Ten) Crore during last 3 completed financial years prior the date of tender opening as TLA (Custom Clearance and Transportation). A certificate from a Chartered Accountant must be attached to verify the same.
11. The tenderer must have their own or leased or hired warehouses/depots/storage facility at various airports/ seaports/dry ports cities in India duly insured, so that goods may be cleared and stocked secured & protected in such warehouse/depots/ Stores. Warehouses/depots/stores are required at least at New Delhi, Mumbai, Chennai and Kolkata. If not atleast a Declaration complying that the agent will arrange as and when needed at their own cost should be submitted regarding the same otherwise the tender/bid is liable to be rejected. List of offices/branches/Depots/warehouses/Stores at various locations in India for delivery & storage of goods must be enclosed along with addresses& contact nos.
12. To meet the requirement for satisfactory execution of onward transportation of the consignments across India covering all ports of entry, the tenderer should essentially possess requisite infrastructure of their own or should have a valid ongoing collaboration with a Transporting Organization and who in turn is having the required infrastructure. If transporting infrastructure belongs to the tenderer / tenderer, declaration along with details is required to be submitted. If not, the tenderer shall furnish a joint declarations documentary evidence of collaboration in this regard along with the tender otherwise the offer shall not be considered as complete and liable for rejection. Joint declaration must be on tenderer's/tenderer's letter head and duly sealed and signed by both the parties. It must have details of the transporter's infrastructure.
13. The tenderer shall submit the copy of permits issued by statutory authorities in their or their collaborator's favour as carrying out transportation activities with required infrastructure. If not submitted, tender/bid is liable to be rejected.
14. Copy of CHA Registration Certificate valid as on the date of tender opening is required to be submitted.
15. Copy of Income Tax Certificate/PAN No. is to be submitted.
16. Copy of GSTIN/SAC registration certificate is to be submitted.

HLL INFRATECH SERVICES LIMITED

17. Declaration for non-conviction /no pending conviction for preceding three years.
18. Declaration that tenderer does not have any relation with the person authorized to evaluate commercially or involve in finalizing the tender.
19. The tenderer shall give a declaration as under:
“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”
20. Declaration that the tenderer do not stand blacklisted/banned /de-registered/de-barred by any of the Government authorities.
21. Undertaking to be submitted that the tenderer shall abide by all the terms & conditions of the Tender.
22. All the pages of the tender should be duly numbered (e.g.: as x of y) & signed by the tenderer on every page.
23. Tenderer, who are not meeting above eligibility criteria/who have not submitted the above mentioned documents shall be treated as non-responsive and their bid will be rejected.
24. Should not have the record of poor performance such as abandoning work, not properly completing the contract, termination, financial failures/ weaknesses etc. In any case if it is observed, it will be considered as a reason for rejection. HLL/ HITES have the full right to assess the performance of the work by the tenderer and the decision shall be binding upon the tenderer.

HLL INFRATECH SERVICES LIMITED

SECTION-3

PRICE - BID

Consignments are being imported on CIP/CIF basis.

Scope of work:

From customs clearance to transportation and unloading at consignee designated site. The brief job responsibility is listed below:

1. Customs clearance-

Collection of necessary customs clearance documents including CDEC/BRO from HLL/HITES/Its Clients/Bank.

Payment of AAI/Seaport/shipping line/bonds/console/Airline/ loading unloading/ statutory/ other expenses of whatsoever nature.(Except Customs Duty).

2. Transportation-

Collection of necessary transit documents from consignee/HLL/HITES including exemption certificates for hassle free delivery up to consignee site. {Octroi, Entry tax and Stamp Charges (if applicable on consignee site location) shall only be payable at actual on reimbursement basis against original voucher/documents, if not exempted}

The tenderers may give their quotes only in the format given below:-

Sl. No.	Charges quoted as % of Bill of Entry value inclusive of all activities/expenses listed above (in words & Numerals)
1	

The above quote should include GST and all the other expenses whatsoever nature including statutory charges except Customs duty, Octroi charges, Entry tax and Stamp Duty Charges if applicable.

No other conditions or charges shall be mentioned in the price bid. Any conditional price bid will be summarily rejected.

Important:

- I. The actual payment will be made at the percentage rates quoted, for the Custom Assessable Value as per the Bill of Entry. However, Minimum agency charges (all inclusive) per consignment will be ₹ 3000 or as per Percentage Rate (%) of BoE quoted, whichever is higher.
- II. No other charges will be admissible unless specifically mentioned in the tender document.
- III. Exception: In case of sea shipments, DO charges/Shipping Line Charges and Seaport Charges will be reimbursed by HLL/HITES at actual on submission of original receipt/Proof along with the bills. All the charges including demurrage/penalty charges, if any applicable shall be paid initially by the Agent. However, if the delay is not attributable to the agent due to specific reasons, upon submission of proof acceptable to HLL/HITES, the same shall be reimbursed.
- IV. The expected value of shipment for clearance during the contract period is approximately Rs.1200 Cr. However, this is a mere indication only and may go much lesser than or more than the above mentioned value, since it depends on client approvals. Hence, any claim/representation in later stage based on the indication given is not claimable / acceptable.
- V. The value of consignment per Bill of Entry may go upto Rs.100Crores.

HLL INFRATECH SERVICES LIMITED

- VI. More than 95% shipments may consign only through Air. However there may be few shipments consigned through sea also.
- VII. The documents required for release of payment shall be mentioned in the Letter of Award.
- VIII. The Price bid must be submitted strictly in the format prescribed in commercial Tender & duly filled up in all columns in the given format. If Price bids are submitted in any other format, then it will be summarily rejected.
- IX. Tenders submitted physically or send through fax, cable or email will not be considered.

Date

Place

Signature, name & address of tenderer.

SECTION-4

CHECK LIST

Name of the tenderer:

Sl. No.	Activity	Compliance (Yes/No)	Reference Page No.	Remarks, if any
1	Have you enclosed Tender Processing Fee of required amount of Rs. 3,540?			
2	Have you enclosed EMD of required amount of Rs. 1,00,000?			
3	Have you kept validity of your offer 90days from the Tender Opening date as per the Tender enquiry document?			
4	Declaration to be submitted that the tenderer do not stand blacklisted/ banned/de-registered/de-barred by any of the Government authorities			
5	Have you enclosed Power of Attorney/ Authorization in favour of person who is digitally signing/ uploading the tender/bid?			
6	Have you submitted an undertaking that the tenderer shall abide by all the terms & conditions of the tender?			
7	Have you furnished Copy of Income Tax Certificate/PAN No.?			
8	Have you furnished a copy of GSTIN/SAC Registration			
9	Whether all the pages of your tender submitted duly page numbered and signed by the tenderer?			
10	Have you submitted CHA Registration Certificate of Tenderer valid as on the date of tender opening?			
11	Have you enclosed the Performance Statement as per point no. 2 & 3 of Eligibility Criteria & as per the format?			
12	Have you attached certificates of satisfactory performance issued by at least 5 clients out of those mentioned in the performance statement			

HLL INFRATECH SERVICES LIMITED

	justifying their experience?			
13	Have you submitted Financial Statement for last 3 financial years duly certified by a CA for similar business as mentioned in the Eligibility criteria?			
14	Have you submitted a Statement/ declaration w.r.t. Storage infrastructure as per point no. 11 of the Eligibility Criteria?			
15	Do you have your transportation infrastructure? If yes, Have you submitted a statement/ declaration w.r.t transportation infrastructure as required in the eligibility criteria?			
16	If no, have you submitted a documentary evidence of your Collaboration with any transport agency, along with a joint statement/ declaration w.r.t transportation infrastructure as required in the eligibility criteria			
17	Have you submitted a copy of documentary evidence of Statutory Permits of Tenderer or their collaborator, if any, as per point no. 13 of the Eligibility Criteria			
18	Whether Price bid is submitted as per format given?			
19	Declaration for non-conviction /no pending conviction for preceding three years.			
20	Declaration that tenderer does not have any relation with the person authorized to evaluate commercially or involve in finalizing the tender.			
21	Declaration -“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”?			
22	list of clients to whom required services of Custom clearance and forwarding have been performed by the tenderer during last five years			
23	IATA and/or FIATA Membership Certificate			
24	Authorized Economic Operator (AEO) issued by Central Board of Excise and Customs, Ministry of Finance, Government of India..			

Date:

Seal & signature of the Tenderer

HLL INFRATECH SERVICES LIMITED

PERFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with U.P stamp Act)

Ref:
No.....

Bank Guarantee

Date:

CEO (HITES)
HLL Infratech Services Ltd.
B-14-A, Sector-62,
GautamBudh Nagar,
Noida-201307.

Dear Sirs,

In consideration of the HLL Infratech Services Ltd., (herein after referred as 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/S..... with its Registered/ Head Office at (herein after referred to as the seller which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a contract by issue of Purchaser's consignee's Purchase Order No..... dated..... And the same having been unequivocally accepted by the seller result in a 'contract' valued at for..... (scope of work/contract) and the seller having agreed to provide a contract Performance Bank Guarantee of the faithful performance of the entire contract.

We, (Name and address of the Bank) having our Head Office at (herein after referred to as the 'Bank' which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay the purchaser, on demand any and all monies payable by the seller to the extent of as aforesaid at any time up to without any demur, reservation contest, recourse or protest and/or without any reference to the seller. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the seller or any dispute pending before any court tribunal, Arbitrator or any other authority. The Bank Under takes not to revoke this guarantee during its currency without previous consent of the purchaser and further agrees that this guarantee herein contained shall continue to be enforceable till the purchaser discharges this guarantee.

The purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of contract by the seller. The purchaser have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in the them or of any right which they might have against the seller, and to exercise the

HLL INFRATECH SERVICES LIMITED

same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied in the contract between the purchaser and the seller or any other course of remedy or security available to the purchaser. The bank shall not be released of its obligations under these presents by any exercise by the purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the purchaser at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the seller and notwithstanding any security or other guarantee that the purchaser may have in relation to the seller’s liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to and it shall remain in force up to and including and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s..... on whose behalf this guarantee has been given.

Dated this day of 20..... at

WITNESS

1.)

Signature.....	Signature.....
Name.....	Name.....
Official Address.....	Designation.....
	Bank’s Common seal.....
2.) Signature.....	Attorney as per power of Attorney No...
Name.....	Date.....
Official Address.....	

NOTE:

The Stamp Paper for this contract Performance Guarantee should be purchased in the Name of the Issuing Bank.

HLL INFRATECH SERVICES LIMITED

**PERFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE AGENT FOR THE
EQUIPMENT HANDED OVER BY HLL INFRATECH SERVICES LTD. FOR PERFORMANCE
OF ITS CONTRACT.**

(On non-judicial stamp paper of appropriate value)

INDEMNITY BOND

THIS INDEMNITY BOND is made this day of 20..... by a company Act 1956/Partnership firm/proprietary concern having its Registered office at

(hereinafter called as 'Agent' which expression shall include its successors and permitted assigns) in favour of HLL Infratech Services Ltd., a company incorporated under the Companies Act, 1956, having its registered office at Thiruvananthapuram and its Execution office at Noida (hereinafter called HITES which expression shall include its successors and assigns):

WHEREAS HITES has awarded to the Agent a contract for custom clearing and transportation of medical equipment vide its Letter of Award No:..... dated and Amendment if any issued, (hereinafter called the "contract"), in terms of which the Agent will be responsible for Custom clearing and transportation of various medical equipment and therefore the Agent will be in possession of high end and high value medical equipment from the point of custom clearing till the safe delivery to the various consignees.

And WHEREAS by the virtue of clause in the Letter of Award of the said contract, the Agent is required to execute an Indemnity Bond in favour of HITES for the purpose of performance of the contract/Custom clearance/transportation portion of the contract (hereinafter called the "Equipment")

NOW THEREFORE, This indemnity Bond witnessed as follows;

1. That in respect of various equipment valued as per the invoices received from the respective suppliers, which will come into the possession of the Agent for the purpose of performance of the contract, the Agent hereby undertakes to indemnify and shall keep HITES indemnified, for the full value of the Equipment. The Agent shall hold such equipment in Trust as a Trustee for and on behalf of HITES.
2. That the Agent is obliged and shall remain absolutely responsible for due custom clearance and safe Transit/ protection and custody of the equipment against all risks whatsoever till the equipment are duly received at consignee end. The Agent undertakes to keep HITES harmless against any loss or damage that may be caused to the Equipment.
3. It is clearly understood by the Agent that non- observance of the obligations under this Indemnity Bond by the Agent shall inter-alia constitute a criminal

HLL INFRATECH SERVICES LIMITED

breach of trust on the part of the Agent for all intents and purpose including legal/penal consequences.

- 4. That this Indemnity Bond is irrevocable. If it at anytime any loss or damage occurs to the equipment or any part thereof is misutilised in any manner whatsoever, then the Agent hereby agrees that the decision of the HITES as to assessment of loss or damage to the equipment shall be final and binding on the Agent. The Agent binds itself and undertakes to replace the lost and/or damaged equipment at his own cost and/or shall pay the amount of loss to HITES without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to HITES against the Agent under the contract and under this Indemnity Bond.
- 5. NOW THE CONDITION of this Bond is that if the Agent shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of HITES, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Agent has hereunto set its hand through its authorized representative under the common seal of the company, the day, month and year first above mentioned.

For and on behalf of
M/s.....

WITNESS

- 1. 1. Signature.....
Signature.....
- 2. Name.....
- 3.Address.....

Name.....
Designation.....
Authorized Representative.

- 2. 1. Signature.....
- 2. Name.....
- 3.Address.....

(Common Seal)
(In Case of Company)

.....

* Indemnity Bonds are to be executed by the authorized person.

HLL INFRATECH SERVICES LIMITED

INTEGRITY PACT

All tenderers are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.

HLL Infra Tech Services Ltd.

Division : _____

Tender No: _____

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 atrepresented by Shri _____, Chief Executive Officer (hereinafter called the "TENDERER/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 TENDERER 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 Tenderer/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 TENDERER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to

HLL INFRATECH SERVICES LIMITED

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 TENDERER, 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 TENDERERS with equity and reason, and will provide to all TENDERERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular TENDERER which could afford an advantage to that particular TENDERER in comparison to other TENDERERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HITES will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 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 tenderer.
- 1.5 If the TENDERER 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 TENDERERS/ CONTRACTORS

2. The TENDERER 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:-

HLL INFRATECH SERVICES LIMITED

- 2.1 The TENDERER 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 TENDERER 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 the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 2.3 The TENDERER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.
- 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
- 2.6 TENDERER shall disclose the name and address of agents and representatives and Indian TENDERERS shall disclose their foreign principals or associates.
- 2.7 The counterparty will not make any false or misleading allegations against HITES or its Associates.
- 2.8 TENDERERS 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 TENDERER further confirms and declares to HITES that the TENDERER 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 TENDERER, 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.

HLL INFRATECH SERVICES LIMITED

- 2.10 The TENDERER 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 TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The TENDERER 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 TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, 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 TENDERER's firm, the same shall be disclosed by the TENDERER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 2.14 The TENDERER 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 TENDERER 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 Tenderers, 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 TENDERER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Tenderer(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 TENDERER also undertakes to exercise due and adequate care lest any such information is divulged.

HLL INFRATECH SERVICES LIMITED

- 2.17 The TENDERER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Tenderer(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Tenderer(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.
- 2.19 The Tenderer(s) shall not approach the courts while representing the matters to IEM and the Tenderer(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 TENDERER 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 TENDERER's exclusion from the tender process
- 3.2 The TENDERER agrees that if it makes incorrect statement on this subject, TENDERER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
If TENDERER 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 TENDERER from the tender process.

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

- 4.1 The Tenderer(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 Tenderers and Contractors.
- 4.3 HITES will disqualify from the tender process all tenderers 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 TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER) 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

HLL INFRATECH SERVICES LIMITED

TENDERER. However, the proceedings with the other TENDERER(s) would continue.

- ii. If TENDERER 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 TENDERER.
- v. To recover all sums already paid by HITES, and in case of an Indian TENDERER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a TENDERER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the TENDERER 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 TENDERER, in order to recover the payments already made by HITES, along with interest.
- vii. To cancel all or any other contract with the TENDERER. The TENDERER 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 TENDERER.
- viii. To debar the TENDERER 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 Counterparty will not commit any future violation.
- ix. To recover all sums paid in violation of this Pact by TENDERER(s) to any middleman or agent or broker with a view to securing the contract.

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- x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the TENDERER, 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 TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER), 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 TENDERER shall be final and conclusive on the TENDERER. However, the TENDERER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The TENDERER 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 TENDERER 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 TENDERER 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

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- 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 TENDERER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HITES including that provided by the TENDERER. The TENDERER 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 TENDERER. The IEM(s) shall be under contractual obligation to treat the information and documents of the TENDERER/ 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/TENDERER and, should consent arise, submit proposals for correcting problematic situations.

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

If HITES obtains knowledge of conduct of a Tenderer, Contractor or Subcontractor, or of an employee or a representative or an associate of a Tenderer, 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.

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 TENDERER and the TENDERER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

HLL INFRATECH SERVICES LIMITED

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to New Delhi 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 tenderer 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 TENDERER /Seller, including warranty period, whichever is later, and for all other Tenderers/unsuccessful tenderers 6 months after the contract has been awarded.

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

- 13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- 13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

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

HLL Infra Tech Services Ltd.

Tenderer

Witness

Witness

1.....

1.....

2.....

2.....

HLL INFRA TECH SERVICES LIMITED

Existing

Continuing

Operate

Suggestion