

# **EXPRESSION OF INTEREST**

**FOR**

Expression of Interest (EOI) For Empanelment of  
System Integrator for setting up of IT Infrastructure in  
Hospitals & Medical Establishments on PAN India  
Basis



**HLL INFRA TECH SERVICES LIMITED**

(A Fully owned Subsidiary of HLL Lifecare Limited, A Government of India Enterprise)

B-14 A, Sector - 62, Noida - 201 307, Uttar Pradesh, India

Website: [www.hllhites.com](http://www.hllhites.com)

No. HITES/BD/EOI/2023-24/004

22.09.2023

**INVITATION FOR EXPRESSION OF INTEREST FOR  
EMPANELMENT OF SYSTEM INTEGRATORS WITH  
HLL INFRA TECH SERVICES LIMITED FOR  
IT INFRASTRUCTURE ESTABLISHMENT & SERVICES**



**HLL INFRA TECH SERVICES LIMITED**  
**(A Fully owned Subsidiary of HLL Lifecare Limited, Government of India**  
**Enterprise)Business Development Division**  
B-14 A, Sector - 62, Noida - 201 307, Uttar Pradesh, India  
Website: [www.hllhites.com](http://www.hllhites.com)

**SCHEDULE OF SUBMISSION EVENT OF EOI**

<b>Sr. No</b>	<b>Description</b>	<b>Details</b>
1	EOI NO.	HITES/BD/EOI/2023-24/004
2	EOI ID	2023_HITE_168569_1
3	Date of issue of EOI	22 <sup>nd</sup> September 2023, 16.45 hrs.
4	Last Date of submission of EOI	12 <sup>th</sup> October 2023, 15.00 hrs.
5	Date of opening of EOI	13 <sup>th</sup> October 2023, 15.30 hrs.
6	Proposals should be addressed to	The Chief Executive Officer, HLL Infra Tech Services Limited (HITES), B-14 A, Sector-62, NOIDA, 201307
7	Proposals should be submitted at (Through online mode only)	<a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
8	EOI Processing fee	Rs. 20,000/- Plus GST@ 18% = Rs. 23,600
9	Empanelment fee, if qualified	₹ 50,000/- (Rupees Fifty Thousand Only) Non- refundable
10	EOI Documents should be obtained	<a href="#">The detailed EOI document can be viewed or downloaded from website <a href="http://www.hllhites.com">www.hllhites.com</a> and <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a></a>
11	E-mail id	<a href="mailto:bd@hllhites.com">bd@hllhites.com</a>
12	Contact Details	0120-4071500/537

## **1. INTRODUCTION TO HITES**

HLL INFRA TECH SERVICES LIMITED (HITES), a fully owned subsidiary of HLL Lifecare Limited (A Government of India Enterprise) is focused on providing a plethora of services, primarily in the Health Sector. The company's work can be predominantly classified in to the following areas:

- Infrastructure Development Consultancy
- Procurement Consultancy
- Facility Management Division
- Bio Medical Services

### **1.1. INFRASTRUCTURE DEVELOPMENT CONSULTANCY**

The Infrastructure Development Division is concerned with the development of medical and allied infrastructure facilities. The Infrastructure Development Division has undertaken the Up gradation of various Medical Colleges all over India and is in-house consultant for the setting up of the six AIIMS like Institutes.

### **1.2. PROCUREMENT CONSULTANCY**

HITES provides Procurement and Consultancy Services to Government of India, State Governments and other institutions for procuring a range of healthcare and hospital products, equipment and services. It is designated as a National Procurement Support Agency (NPSA). With a team of highly qualified and experienced professionals, it has proven expertise to undertake consultancy assignments including bid process management, procurement of goods and stores, as well as project planning and monitoring.

### **1.3. FACILITY MANAGEMENT DIVISION**

HITES provide Facility management services viz. Operation & Maintenance of Building utilities, Housekeeping, Pest Control, Security, Horticulture and Hospital support services staff like Nursing orderlies, Registration, Data Entry etc., for various Central and State Government Hospitals and Government Institutions

### **1.4. BIO MEDICAL SERVICES**

HITES provides services in Testing & Calibration, Third Party Inspection, and Medical Equipment Maintenance, EMI/EMC Testing facility for medical equipment.

Invitation for Expression of Interest for Empanelment of Service Provider with  
**HLL INFRA TECHSERVICES LIMITED** for IT & IT Infrastructure Services

**1 PROFILE OF BUSINESS AND SCOPE OF WORK**

**1.1 Objective of EOI**

Objective of this EOI is evaluation of the Bidders for Empanelment of IT & IT Infrastructure Service Provider. IT & IT Infra Solution provided by the Bidder will be implemented in Hospitals and Medical Colleges across multiple location, other institutions under the Ministry of Health and Family Welfare such as Indian Nursing Council, National Commission for Homeopathy, Pharmacy Council of India, Dental Council of India etc.

**1.2 EOI NOTICE:**

<b>S. No.</b>	<b>Name of Work</b>	<b>Processing Fees</b>	<b>Remark</b>
1	Invitation for Expression of Interest for Empanelment of System Integrators with HLL Infra Tech Services Limited for IT Infra Solution & Services	Rs. 20,000/- Plus GST@ 18%=Rs. 23,600	Online mode as per the Bank Details given in EOI
2	Scope of work	Invitation for Expression of Interest for Empanelment of Service Provider with HLL Infra Tech Services Limited for IT & IT Infra Solution.	
3	Validity of EOI	180 days from the last date of submission.	
4	Start Date & Time of Procurement of EOI Document	22.09.2023 Document is to be downloaded from web site for submission along with credentials through online <a href="http://www.hllhites.com">www.hllhites.com</a> and <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>	
5	Last Date & Time for Online Submission of EOI bid.	On 12 <sup>th</sup> October 2023 up to 18:00 hrs.	
6	Online Opening of Technical bid	On 13 <sup>th</sup> October 2023 at 15:30 hrs.	
7	Contact Information	CEO, HITES HLL Infra Tech Services Limited (HITES), B-14 A, Sector-62, NOIDA, 201307 Phone no.:- 0120-4071500/537/564 <a href="mailto:bd@hllhites.com">E-mail: bd@hllhites.com</a> ; <a href="mailto:enquiry@hllhites.com">enquiry@hllhites.com</a>	

HITES invites Expression of Interest (EOI) from Sole Bidder for System Integrators for IT Infra Solutions for empanelment to support in execution of IT projects during association with HITES. The services will include turnkey solutions as well as engagement of professional resources for above areas as per requirement.

- 1.2.1 The interested companies are advised to submit online bids to address as per clause.
- 1.2.2 The EOI must be submitted in English language only. All the documents including the supporting documents/ enclosures etc. must be fully legible. Supporting documents if in a language other than English must be accompanied by a certified English translated document. The English version shall prevail in matters of interpretation. EOI Documents which are not legible shall be rejected.
- 1.2.3 Only one EOI is acceptable from the SOLE BIDDER. Company submitting multiple E O I s will be rejected. No **Consortium/ JV/ JC/ Sub- Contracting** is allowed.
- 1.2.4 The bidder shall bear all costs associated with the preparation and submission of EOI and HITES will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
- 1.2.5 In case the bidder has any doubt about the meaning of anything contained in the EOI document, she/he shall seek clarification within 3 days of issue of EOI. Except for any written clarification from HITES office, no written or oral communication, presentation, or explanation by any other employee of HITES shall be taken to bind or fetter HITES under the contract.
- 1.2.6 Bidders shall have to submit an amount of ₹ Rs. 20,000/- Plus GST@ 18%= Rs. 23,600, through online mode as per the bank details given in EOI and upload the transaction details along with the bid/tender document. The EOI processing fees is non- refundable.
- 1.2.7 The Management of HITES reserves the right to amend or withdraw any of the terms and conditions mentioned in the EOI Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the HITES in this regard shall be final and binding on all.
- 1.2.8 On written communication from HITES for having qualified for empanelment for company, the successful bidder will have to deposit a non-refundable fee for an amount of ₹ 50,000/- (Rupees Fifty Thousand only) in through online transaction as per the bank details given in the EOI. On receipt of the fee, HITES will issue a formal letter of empanelment.
- 1.2.9 The agency/bidder shall ensure that it fulfills the eligibility criteria as desired in EOI and other essential conditions. Compliance statement of Eligibility criteria with the documents submitted as a proof is to be prepared and submitted. The supporting documents may be list of existing and past clients with details of services offered, details of similar projects executed.
- 1.2.10 The EOI should be duly signed on each page by authorized person. Each page should be properly numbered. Documents authorizing such person must accompany the EOI. HITES reserves the right to reject out rightly any EOI unsupported by proof of the signatory's authority.

- 1.2.11 The validity period of EOI should be 6 months or 180 days from the date of opening of EOI.
- 1.2.12 The EOI complete in all respects must be submitted with requisite information and annexure(s). The EOI should be free from ambiguity, change or interlineations. Incomplete EOI will not be considered and is liable to be rejected without making any further reference to agency/bidder.
- 1.2.13 EOI received by post or any other mode after or before the closing date and time mentioned above shall not be considered. EOI(s) sent through TELEX/FAX/Email will not be entertained.
- 1.2.14 Any amendment in the EOI document, if required, will be posted on website [www.hllhites.com](http://www.hllhites.com) and <https://etenders.gov.in/eprocure/app>
- All the applicants are therefore advised to regularly visit these websites before submitting the EOI.
- 1.2.15 HITES does not guarantee any business. However, all shortlisted agencies will have to enter into an agreement with HITES before any firm & final Business Association is started.
- 1.2.16 Cost of bid document for on-line bid for work is shown in the table above. Tender cost(non-refundable) will be submitted online in following HITES Bank Account:

S. No.	Particulars	Details
1	Name of Beneficiary	HITES FD BACKED OVERDRAFT ACCOUNT
2	Name of Bank	ICICI Bank
3	Bank Branch Name	Sector-62,NOIDA Branch
4	Branch Address	Stellar IT Park, C-25, Sector-62,NOIDA, Uttar Pradesh
5	Bank A/c No.	158005003923
6	IFSC Code	ICIC0001580
7	Branch Code	152
8	MICR	110229152

The proof of payment (Tender Cost) indicating UTR No. needs to be uploaded in technical bid folder. The bidder has to submit the proof of payment on date as specified in EOI. Proof of payment indicating UTR No. needs to be uploaded in technical bid folder. The bidder has to submit the proof of payment on date as specified in the EOI.

Validity of EOI will be 180 days.

1.3.1 EOI, completes in all respects, must be submitted on or before the due date and time.

**The Proposal should contain the following: -**

EOI documents duly completed and signed. This cover should also be super scribed with:

***“Expression of Interest (EOI) for Empanelment of SOLE BIDDER for System Integrators - IT & IT Infra Solution with HITES” within due dates.***

1.3.2 HITES may, at its own discretion, extend the date for submission of EOI. In such a case all rights and obligations of HITES and the Bidders shall be applicable to the extended time frame.

1.3.3 As the EOI can be submitted only up to the defined date and time, there can't be any late bids.

HITES will not be responsible for any delay in obtaining the terms and conditions of the EOI.

1.3.4 At any time prior to the last date for receipt of EOI, HITES may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI Document by an amendment. The amendment will be notified on HITES' website <https://www.hllhites.com/> and <https://etenders.gov.in/e procure/app> should be taken into consideration by the prospective bidders while preparing their EOI.

1.3.5 In order to give prospective bidders reasonable time to take the amendment into account in preparing their EOI, HITES may at its discretion, extend the last date for the submission of EOI.

1.3.6 The bidders will bear all costs associated with the preparation and submission of their bids.

HITES will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering and empanelment process.

1.3.7 The EOI shall be ignored, if complete information is not given there-in, or if the particulars and data (if any) asked for are not filled in properly.



## **1.4 OPENING OF EOI**

1.4.1 The proposals will be opened, and will be evaluated as per Qualification/ Eligibility criteria in the para 1.6 Failing to qualify Qualification/ Eligibility criterion shall lead to rejection of the Proposal and Bidder.

## **1.5 Scope of Work**

Implementation of IT & IT Infrastructure Solution as below.

### **Schedule A: -**

#### **Network Infrastructure Modernization for Wired and Wireless & NOC (Network Operation Centre)**

1. Network Infrastructure Design & Implementation
2. Existing Network Infrastructure Analysis and Upgradation
3. SD-WAN – Software Defined Wide Area Network
4. NMS / EMS – Network Management System and Element Management System
5. ITSM – IT Service Management System
6. DNS (Domain Name System), DHCP (Dynamic Host Configuration Protocol) & IP (Internet Protocol) MANAGEMENT
7. Network detection and response (NDR):
8. CCTV (Close Circuit TV) Security and Surveillance System with Control Command Centre

### **Schedule B: -**

#### **Cyber Security & Security Monitoring System**

9. Cyber Security Infrastructure Design
10. Security Operation Center (SOC) / Security Solution
11. Cyber Security Monitoring
12. Perimeter Security – Anti-DDOS, Secure Web Proxy, Next Generation Firewall (NGFW), Web Application Firewall
13. SIEM: Security Information and Event Management
14. User Entity Behavior Analytics (UEBA)
15. SOAR: Security orchestration, automation and response
16. Vulnerability Management:
17. Network Access Control Implementation
18. Unified Endpoint Management
19. Centralize Active Directory
20. EDR – Endpoint Detection and Response

## **Schedule - C**

### **Data Center & Data Recovery**

21. Servers – x86 Based Architecture or Risk Base Architecture - HCI / HPC etc.
22. Storage – SAN ( Storage Area Network) / NAS (Network Attached Storage)
23. Networking – Datacenter Networking
24. Data Recovery Storage
25. Database Activity Monitoring (DAM)
26. Backup Requirement
27. Replication Requirement
28. Data Recovery (DR) Servers
29. DC / DR Smart Rack Solution
30. Technical Manpower Deployment for DC/DR.
31. Data Retention and Backup:
32. Data Migration

## **Schedule – D**

### **Video conferencing and related services**

33. Hybrid Video Conferencing Solution, Lecture Hall Setup and Board Room Setup
34. Auditorium, Class Room, Virtual Class Room,
35. PA System including indoor and outdoor
36. Digital Signage (Indoor and Outdoor), Interactive Display and Video Wall etc.

## 1.6 Pre- QUALIFICATION CRITERIA FOR THE BIDDERS

Following are the Qualification/ Eligibility Criteria to participate in the EOI (Interested Bidder is required to fulfill all the condition of Qualification/ Eligibility Criteria and in case any of conditions not met, EOI will be rejected)

- I. Bidder should be in system integration business for at least 3 years.
- II. Bidder Should have minimum annual average financial turnover & similar works experience as per Table A during last 3 financial years ending 31.03.2023 (For work experience 31.03.2023). **If a bidder is participating in more than one category of bidder as in Scope of Work, the cumulative experience as well as turnover for all the categories should be as per table A below:**

**Table A**

S. No	No of Area of (category) Services	Cumulative Turnover for last 3 years ending 31.03.2023 & Similar work experience for System Integrator up to 31.03.2023 (SI)
1	1-36 (All)	Rs 50 Cr
2	1-8	Rs 15 Cr
3	9-20	Rs 15 Cr
4	21-32	Rs 15 Cr
5	33-36	Rs 5 Cr

- III. Bidder should have Positive Net worth as on 31<sup>st</sup> March 2023.
- IV. Bidder Should have Profit before tax (PBT) in two financial years out of last three financial years
- V. Bidder should have experience of Installation, Testing & Commissioning in at least one or more of the following areas and marks allocated for the same for the evaluation is as under :-

S. No.	Area of Service	Marks
<b>A.</b>	<b>Technical Requirements – Network Infrastructure</b>	
1	Network Infrastructure Design & Implementation	5
2	Existing Network Infrastructure Analysis and Upgradation	5
3	SD-WAN – Software Defined Wide Area Network	5
4	NMS / EMS – Network Management System and Element	5
5	ITSM – IT Service Management System	5
6	DNS, DHCP & IP MANAGEMENT	5
7	Network detection and response (NDR):	5
8	CCTV Security and Surveillance System with Control Command	5
	<b>Total</b>	<b>40</b>
<b>B.</b>	<b>Cyber Security &amp; Security Monitoring System</b>	
9	Cyber Security Infrastructure Design	5
10	Security Operation Center (SOC) / Security Solution	5
11	Cyber Security Monitoring	5
12	Perimeter Security – Anti-DDOS, Secure Web Proxy, Next Generation Firewall (NGFW), Web Application Firewall	5
13	SIEM: Security Information and Event Management	5
14	User Entity Behavior Analytics (UEBA)	5
15	SOAR: Security orchestration, automation and response	5
16	Vulnerability Management:	5
17	Network Access Control Implementation	5
18	Unified Endpoint Management	5
19	Centralize Active Directory	5

20	EDR – Endpoint Detection and Response	5
	<b>Total</b>	<b>60</b>
<b>C.</b>	<b>Data Center &amp; Data Recovery</b>	
21	Servers – x86 Based Architecture or Risk Base Architecture	5
22	Storage – SAN / NAS	5
23	Networking – Datacenter Networking	5
24	Data Recovery Storage	5
25	Database Activity Monitoring (DAM)	5
26	Backup Requirement	5
27	Replication Requirement	5
28	Data Recovery (DR) Servers	5
29	DC / DR Smart Rack Solution	5
30	Technical Manpower Deployment for DC/DR.	5
31	Data Retention and Backup:	5
32	Data Migration	5
	<b>Total</b>	<b>60</b>
<b>D</b>	<b>Video conferencing and related services</b>	
33	Hybrid Video Conferencing Solution, Lecture Hall Setup and Board Room Setup	5
34	Auditorium, Class Room, Virtual Class Room.	5
35	PA System including indoor and outdoor	5
36	Digital Signage (Indoor and Outdoor), Interactive Display and Video Wall etc.	5
	<b>Total</b>	<b>20</b>
	<b>Certifications</b>	
37	ISO 9001 Certificate (For category	5
38	ISO 14001 Certificate	5
39	ISO 27001 Certificate	5
	ISO 20000 Certificate	5
		<b>20</b>
	<b>Grand Total</b>	<b>200</b>

- VI. The bidder should be an Indian Registered Company under Companies Act 1956 or 2013/ Proprietorship /Partnership Firm. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.
- VII. The bidder may participate in any of the 4 categories (A, B, C and D) or any one, two, three or all four categories based on the credential.
- VIII. Bidder shall score 70% or above marks for evaluation in order to qualify the next stage of evaluation. Based on the evaluation, bidder will be called for a PPT presentation.
- IX. Completion certificate and work order will be considered as a proof of document for evaluation as per prescribed marks below
- X. Bidder should have a valid PAN and GST Registration
- XI. Bidder should provide proof of PF registration, if applicable. Bidder should give an undertaking on the company's letter head that all the documents/certificates/information submitted by them against this EOI are genuine.
- In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, TCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security / Performance Security submitted by the bidder and debar them from participation in future EOIs/tenders of HITES up to five years.
- XII. Bidder shall submit statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Sections of this EOI, duly signed and Stamped on the Letter Head of their Organization. The bidder shall submit No-Deviation Certificate along with above.

- XIII. Joint Venture/ Consortium – Not Allowed
- XIV. The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their Business activities suspended and not be the subject of legal proceedings for any of the foregoing. An Undertaking by the bidder should be submitted.
- XV. The Bidder should not be blacklisted/debarred/banned/restricted by any Union Govt. /State Govt.  
/PSU as on date of submission of the Bid. “No-Conviction Certificate” duly signed by authorized signatory signing the bid, should be submitted in the prescribed format.

**Technical Evaluation Criteria for the Bidders**

S. No	Documents to be Submitted by System Integrator	Remarks (Yes/No)
A	<b>Eligibility Related Documents</b>	
1	Copy of Certificate of Incorporation/ Registration/ Partnership	
2	Work Order/Completion Certificate in proof of bidder have	
3	Audited balance sheet of last three years with P&L details.	
4	Proof of Positive Net-worth as on as on 31 <sup>st</sup> March 2023.	
5	Work Order along with Completion certificate in proof of successfully completed Installation, Testing & commissioning in works during last 3 years up to 31.03.2023.	
6	Undertaking regarding Land border Sharing clause	
7	Empanelment Fee - Security Declaration	
8	Authorization Letter (OEM's Authorisation Letter)	
9	Declaration that bidder is not blacklisted/debarred/banned (No Conviction certificate)	
10	Undertaking regarding Non Insolvent	
11	Undertakings regarding not have face any action from HITES	
12	Undertaking regarding submitted documents are genuine	
13	Copy of PAN	
14	Copy of GST	
15	PF Registration Details	
16	Bid Submission Form	
17	Details for Registration	
18	Statement Showing Clause by Clause compliance to all the terms	
19	The Integrity pact (At Annexure- II) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself and should be submitted along with the Techno-Commercial Bids. All bidders 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.	
20	Relevant Certificate to claim relaxation as MSE & Startup	
21	ISO Certificates	
22	Empanelment with Other PSU/Government Organization	

**Based on overall technical evaluation, Bidders scoring 70% or above marks based on category participation will be empaneled as IT & IT Infrastructure System Integrator cum Service Provider under each category for HITES**

## **1.6 GENERAL TERMS & CONDITIONS**

1.6.1 The validity of empanelment initially will be for a period of 2 (Two) years and thereafter depending upon the performance will be extendable for 1 (one) more year but up to a maximum of 3 (three) years at the sole discretion of HITES. No fee will be charged for the extended period of one year.

1.6.2 In case any of the documents furnished or undertaking given by the Bidders turns out to be false, the EOI document shall be rejected and all fees etc. shall remain confiscated by HITES. Suitable action as per the rules/ laws of company and law of the country shall be involved against the Bidder.

## **1.7 SUPPLIER CODE OF CONDUCT AND BUSINESS ETHICS**

HITES is committed to its 'values & beliefs' and business practices to ensure that companies and suppliers, who supply goods, materials, or services, will also comply with these principles.

### **1) Bribery and corruption:**

Suppliers are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and /or indulging in any corrupt practice in order to obtain or retain a business or contract.

### **2) Integrity, Indemnity & limitation:**

Suppliers shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with HITES. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent authority of HITES. For avoidance of doubts, no rights shall accrue to the supplier in relation to such business/contract and HITES or any entity thereof shall not have or incur any obligation in respect thereof. The supplier shall Indemnify HITES in respect of any loss or damage suffered by HITES on account of such fraud, misrepresentation, or suspension of material facts.

### **3) Reporting Misconduct:**

Suppliers are required to report any misconduct/ violations/ improper demands from HITES employees to the Chief Vigilance Officer/ Director (O&M)/ CMD. All communication in this regard should be directed only to above as per below mentioned email id: [ceohites@hllhites.com](mailto:ceohites@hllhites.com)

No Communication shall be encouraged to any other authority / external sources in this regard.

**Annexure- I**

**PROPOSAL COVERING LETTER (ON BIDDER'S LETTER HEAD)**

**To,**

**CEO HITES,**

**Head Office: B14 -A, Sector-62 Noida-201307 (UP)**

**Subject:** Submission of the Proposal for *<insert EOI Name>* *<EOI No.>*

**Dear Sir,**

1. We, the undersigned, offer to provide services to HITES with reference to your Expression of Interest *<insert EOI Name>* dated *<insert EOI date>*. We are hereby submitting our proposal.

2. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

3. We agree to abide by all the terms and conditions of this EOI document. We would hold the terms of our proposal valid for the number of days as stipulated in the EOI document.

Yours sincerely,

*<Authorized Signatory>*

Name: Designation: Mobile: Email ID: Address:

Seal Date

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on \_\_\_31<sup>ST</sup> \_\_\_ day of the month of \_\_\_ 2023 \_\_\_

**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 Bhawan, 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 disfavour 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 defence 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**

- a. 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.
- b. 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 his 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 Shri Radhakrishna Kini A, IPS (Retd.) 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:

Shri Radhakrishna Kini A, IPS (Retd.)  
Independent External Monitor (IEM)  
**Office:** HLL Infra Tech Services Ltd  
B-14-A, sector 62, Noida 201307, U.P  
Tel: 0120 4071500  
Email: iem1@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 3 to 5 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 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 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.....

\* Provisions of these clauses would be amended /deleted in line with the policy of the HITES in regard to involvement of Indian agents of foreign suppliers.

**UNDERTAKING & ACCEPTANCE LETTER BY THE BIDDER (To be included in the EOI)**

I/ We have carefully gone through the various terms and conditions listed in the EOI Document for providing IT and IT Infrastructure Services at HITES as an empaneled agency.

I/We agree to all these conditions and offer to provide the services to HITES and submitting this EOI after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. I/We hereby sign this undertaking in token of our acceptance of various conditions listed in the EOI document.

Place:

Date:

Signature of Authorized Signatory on behalf of  
Agency

Name: Address:

Mobile: Email ID:

**UNDERTAKING FOR NON-BLACKLISTING**

We, M/s \_\_\_\_\_ here by undertake that,

1. In case the documents submitted by me/ us is found to be forged/ false at any stage, I/we may be debarred from HITES for taking participation in all future HITES works and any other suitable action may be taken against our company/ firm as deemed fit by HITES.
2. I/We state the firm or its partners or its directors have not been listed or any case is pending or any complaint regarding irregularities is pending against them, in India or abroad by any global international body like world Bank/ International Monetary fund/ world health origination etc. or any Indian State/ Central Government Departments or Public Sector Undertaking of India.

Place:

Date:

Signature of Authorized Signatory on behalf of  
Agency

Name: Address:

Mobile: Email ID:



**BIDDER'S GENERAL INFORMATION (ON BIDDER'S LETTER HEAD)**

Bidder need to fill in the details (with supporting documents attached)

<b>S. No.</b>	<b>Description</b>	<b>Details</b>
1.	Name of Bidder	
2.	Type of Bidder's registration	
3.	Year of establishment	
4.	Address of registered office with telephone no. and fax no.	
5.	Address of office/s in National Capital/India	
6.	A profile of the bidder clearly declaring the domain specific expertise/ experience of the bidder	
7.	Permanent Account Number	
8.	GSTN Reg. Number	
9.	Whether the firm has been blacklisted by any Central Govt. /State Govt. /PSU/Govt. Bodies/Autonomous?	
10.	Status and details of disputes/Litigation/ arbitration, if Any.	
11.	Name, Designation, and address of the Officer to whom all references shall be made regarding this EOI	
12.	Contact details of Authorized signatory	

**Annexure-VI**

**Format for Project Experience of the Firm**

Assignment Name:	Approx. value of the Contract
Country: Location within the Country:	Duration of assignment (months):
Name of Client:	Total number of man-months:
Address of Client:	Start & Completion Date
Narrative Description of the project:	
Description of Actual Services Provided by Your Staff: <i>(Specific activities performed by the bidder's team, deliverables and outcomes realized from the project)</i>	

\*Bidders must provide supporting documents such as contract/ work order copy/ self- certification by authorized representative in case bidder is unable to produce work order/ invoice/ contract due to non-disclosure agreement signed with the client.

<Authorized Signatory> Signature:

Name:

Mobile:

Email ID:

Address:

Seal:

Date:

## 1.8 CHECK LIST

Please ensure that following documents have been enclosed along with the EOI response

S. No.	Description	Compliance/ confirmation by the Agency (Yes/ No/Not Applicable)	Please indicate page number of the bid document
1	Proposal Cover Letter as per Annexure I		
2	Brief Profile Details of the bidder as Per Annexure V		
3	Company registration copy /Incorporation Certificate		
4	Work Order/Agreement for the Technical Evaluation Criteria		
5	Transaction Details of EOI processing fees (₹23,600 only) through online mode only		
6	PAN/ GST registration copy/ TIN		
7	Turnover Certificate from Financial years i.e., (2020-21, 2021-22, 2021-23)		
8	Audit Reports (Balance sheet and P&L Statement)for previous three Financial years i.e., (2020-21, 2021-22, 2021-23)		
9	Board Resolution in the name of Authorized Signatory		
10	Self-declaration for the code of integrity as per Annexure II		
11	Undertaking & Acceptance by bidder, acceptance of various conditions listed in the as per EOI document as per AnnexureIII		
12	Undertaking regarding Non-Blacklisting as per Annexure IV		

**\*\*End of the document\*\***