

**EXPRESSION OF INTEREST
DOCUMENT FOR
EMPANELMENT OF STRATEGIC BUSINESS
PARTNERS FOR FACILITY MANAGEMENT
BUSINESS
WITH HLL INFRA TECH SERVICES
LIMITED (HITES)**

EOI No. HITES/FMD/EOI/2023-24/118



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

**INVITATION FOR
EXPRESSION OF INTEREST
FOR STRATEGIC PARTNERSHIP
WITH
HLL INFRA TECH SERVICES LIMITED
FOR
FACILITY MANAGEMENT BUSINESS**



HLL INFRA TECH SERVICES LIMITED
(A Fully owned Subsidiary of HLL Lifecare Limited, Government of India Enterprise)
Facility Management Division
B-14 A, Sector – 62, Noida – 201 307, Uttar Pradesh, India
Website: www.hllhites.com

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Invitation for Expression of Interest for strategic partnership with
HLL INFRA TECH SERVICES LIMITED

HLL INFRA TECH SERVICES LIMITED (HITES) a fully owned subsidiary of HLL Lifecare Limited, a Government of India Enterprise invites Expression of Interest (EOI) from reputed Facility Management companies interested in partnering with HLL INFRA TECH SERVICES LIMITED (HITES) in the Facility Management Business.

While the EOI responses may contain indicative commercially relevant information, it will not be construed to be a commercial bid. Bidders are advised to carefully review and submit all relevant information with their EOI bids. After appropriate scrutiny, selected EOI bidders will be issued with the Request for Proposal (RFP) as applicable.

The deadline for submission of the EOI bids is 8th November 2023 at 15:00 Hrs. Online onCPPP The submission shall be made to:

Associate Vice President (ID)
HLL Infra Tech Services Ltd.
Facility Management Division
B-14 A, Sector - 62, Noida - 201307,
Uttar Pradesh, India

NOTICE INVITING APPLICATIONS FOR EMPANELMENT OF CONTRACTORS

S. No.	Description	Details
1	EOI NO.	No. HITES/FMD/EOI/2023-24/118
2	Date of issue of EOI	19 th October 2023, 18:00 hrs.
3	Last Date of submission of EOI	08 th November 2023, 15:00 hrs.
4	Date of opening of EOI	09 th November 2023, 15:00 hrs.
5	EOI shall be submitted online and addressed to	Associate Vice President (ID), Facility Management Division ,HLL Infra Tech Services Limited (HITES), B-14 A, Sector-62, NOIDA,201307
6	Proposals should be submitted at (Through online mode)	https://etenders.gov.in/eprocure/app
7	EOI Processing fee	₹ 5,900/- (Five Thousand Nine Hundred inclusive of GST) Non-refundable along with application
8	EOI Documents should be obtained	The detailed EOI document can be viewed or downloaded from website www.hllhites.com and https://etenders.gov.in/eprocure/app
9	E-mail id	anilar@hllhites.com
10	Contact Details	0471 2775500/0120 4071500
11	Empanelment Fee, if qualified	₹ 50,000/- (Rupees fifty thousand Only) Non-Refundable

DISCLAIMER

HLL INFRA TECH SERVICES LIMITED (HITES) has prepared this document to give interested parties background information on the Project. While HITES have taken due care in the preparation of the information contained herein and believe it to be accurate neither HLL INFRA TECH SERVICES LIMITED, nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information in submitting an EOI. The information is provided on the basis that it is not binding on HLL INFRA TECH SERVICES LIMITED, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

HITES reserves the right not to proceed with the EOI activity or to change the configuration of it, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party expressing interest.

No reimbursement of cost of any type will be paid to persons or entities expressing interest.

Basic particulars of empanelment form	
Name and address of the Organization along with telephone, Mobile & fax numbers	
Name, designation and address of the contact person concerned to answer any query pertaining to this EOI application along with contact number/Mobile Number and e-mail id	
Empanelment application submitted for (Please tick)	Class A
	Class B
	Class C

EMPANELMENT OF FACILITY MANAGEMENT AGENCIES AS STRATEGIC PARTNERS

As part of enhancing more prospective Strategic Partners for providing Facility Management Services pan India basis, applications are invited from reputed Facility Management service providers as strategic partners for providing housekeeping services, operation & maintenance services, security services, horticulture services and guest house management services etc., for hospitals and other facilities located in different parts/places/towns/cities across India for HLL Infra Tech Services Limited. Full details and format for submission of application are available at and can be downloaded from our website: www.hllhites.com and <https://eprocure.gov.in>. Those who fulfill the eligibility criteria as per Schedule I of the document only need to apply. Agencies Empanelled with HITES after April 2023 need not apply, however they may apply the upgrade the clause and category in this EOI.

All agencies empaneled with HITES Prior to April 2023 need to participate again for empanelment. Duly completed applications in the prescribed format with required documents shall be submitted on or before 08th November 2023 at 15.00hrs.

Eligible firms of repute, having experience in Facility Management Business and interested in partnering with HLL Infra Tech Services Limited are hereby invited to submit their "Expression of Interest" (EOI) as per the prescribed format to:

AVP_Fin-II & Head (BD), B-14 A, Sector - 62, Noida - 201307, Uttar Pradesh, India on or before 30th October 2023 at 18:00 hrs. in a sealed envelope. The opening of EOI documents will be on 31st October 2023 at 15:30 hrs.

The document cost of **Rs.5, 900.00 (Rupees Five Thousand Nine Hundred only)** Inclusive of GST to be submitted at the bank details given below.

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

Associate Vice President (ID)

General Conditions:

- 1.1** Any Indian Individual, Sole Proprietorship Firm, Partnership Firm, Private Limited Company who intends to work with HLL Infra Tech Services Limited may apply for empanelment as strategic partners under the rules, provided the eligibility criteria and other conditions are met. The empaneled strategic partners have to abide by all the rules made herein and as amended from time to time during the tenure of their empanelment. The empanelment is being done to have a ready list of suitable contractors for our works.
- 1.2** If two or more individuals form a partnership firm and if any of the partners is having required work experience to become eligible for empanelment in any category in which empanelment is sought, their case shall be considered for empanelment of the partnership firm subject to fulfillment of other laid down criteria.
- 1.3** No individual, or a firm having such individual as one of the partners, who is a dismissed government servant; or removed from the approved list of contractors; or demoted to lower class; already empaneled agency which has been removed /delisted from empanelment from any Government owned organization or having business banned by any government department in the past; or convicted by a court of law shall not be eligible for empanelment. However, cases where disciplinary action was taken against the strategic partners for a specified period and such penalty period is already over, his case for empanelment can be considered.
- 1.4** No Engineer or any other official, employed in Engineering or Administrative duties in any Department of the Government of India is allowed to work in HLL Infra Tech Services Limited either as contractor or as employee of a contractor for a period of one year after his retirement from Government service unless he has obtained prior permission of Government of India to do so. Even after empanelment, if either the contractor or any of his employees is found to be a person who has not obtained the prior permission of Government of India as aforesaid, the name of the contractor shall be removed from the list of empaneled strategic partners.
- 1.5** A partner of a firm or a Director of a company empaneled as strategic partners cannot be a partner/director in any other empaneled firm/company in the same category.
- 1.6** The empanelment of strategic partners with HLL INFRA TECH SERVICES LIMITED shall only entitle him to be considered for issue of tender documents subject to the condition laid down in respective Notice Inviting Tenders (NIT). HITES however reserves the right not to consider any empaneled strategic partners for issue of tender documents for a

particular work without assigning any reasons thereof & the empaneled strategic partners shall not have any right either to be necessarily issued the tender documents or for award of work.

- 1.7 All eligible FM service provider wishing to be empaneled are to complete the application in prescribed format and submit it along with all the documents indicated in this EOI document to the empaneling authority before due date.
- 1.8 Incomplete applications and applications not accompanied with necessary documents are liable to be rejected.
- 1.9 The empanelment authority shall have the right to independently verify the details furnished by the applicant and to get works done by the applicant inspected and/or to get such other reports as may be considered necessary.
- 1.10 If the empanelment authority finds the applicant suitable for empanelment, it shall issue the empanelment order and, otherwise, send a letter of rejection of the application to the applicant.
- 1.11 The empaneling authority reserves right to limit number of strategic partners to be empaneled in any class or category on All India/Regional/State/Location basis or any other manner decided by HLL INFRA TECH SERVICES LIMITED.
- 1.12 The empaneled strategic partners will have to work on back to back terms and conditions of the HITES client followed by terms & condition of HITES NIT.
- 1.13 **Agencies who have empaneled with HITES prior to April 2023 need to apply again for empanelment.**
- 1.14 **Current empaneled partner empaneled after April 2023 may apply for upgradation of class and categories**
- 1.15 **Non-Competition:** During the term of the empanelment and for a period of Twelve (12) months thereafter, the Strategic Partners shall not, directly or indirectly, participate as competitor in Tender(s) in which HITES has participated or in which HITES is in process of participating in the Tender(s).

DEFINITIONS

“Applicant” means a reputed facility management company having the required experience and who has downloaded the EOI document and applied for the same.

“Application” means the EOI submitted by an Applicant interested in partnering in the prescribed format.

“HITES” means HLL INFRA TECH SERVICES LIMITED having its Corporate Office at, B-14 A, Block B, Industrial Area, Sector 62, Noida, Uttar Pradesh 201307

“EOI” means Expression of Interest

**SHORTLISTING OF APPLICANTS FOR
PARTNERING WITH HITES FOR
FACILITY MANAGEMENT BUSINESS**

Part I –Enquiry Documents and Information for Applicants

HLL INFRA TECH SERVICES LIMITED
(A Fully owned Subsidiary of HLL Lifecare Limited)
Government of India Enterprise
Facility Management Division,
B-14 A, Sector - 62, Noida - 201307, Uttar Pradesh, India

Part I: Enquiry Documents and Information for Applicants

1. INTRODUCTION

- 1.1 HLL INFRA TECH SERVICES LIMITED (HITES) a Government of India Enterprise under the Ministry of Health & Family Welfare (MoHFW), Government of India.

The Infrastructure Development Division of HITES is providing comprehensive solutions in Infrastructure Development especially in the Health Care sector from 2014 onwards. The Division is presently providing services in Design, Engineering and Execution of Construction Projects as Project Management Consultants/ Construction Agency and Facility Management Service provider in Medicare and allied sectors to Government of India, various State Governments, PSUs / Corporations, NRHM etc.

The following are some of the major projects executed by HLL/HITES for the above agencies:

1. Upgrading of Medicare facilities including Construction of a Women & Children Block, Oncology Block, Teaching Block, Hostel Complex etc. at JIPMER, Puducherry at a total cost of 360 Cr.
2. Construction of a Medical College & Hospital and dispensaries in Kerala for ESIC at a total cost of more than 500 Cr.
3. Upgrading of Community Health Centers (CHCs) and District Hospitals in Kerala for NRHM, Kerala.

4. Procurement of Medical Equipment, Books & Periodicals for Child Development Centre, Govt. of Kerala.
5. Construction of a New I.P block for Malabar Cancer Centre, Thalassery.
6. A new Hospital Block for AYUSH at Arunachal Pradesh etc.
7. Upgrading of Madurai, Aligarh and Rohtak Medical Colleges under Pradhan Mantri Swasthya Suraksha Yojana (PMSSY) 2nd phase at a total cost of 450 Cr. for Ministry of Health & Family Welfare, Govt. of India.
8. Setting up six AIIMS like institutes at an estimated cost of approximately 825 Cr per Institute for MoHFW.
9. Construction of Residential & Hostel Complex at AIIMS Rishikesh and AIIMS Patna at a total cost of 120 Cr for MoHFW.

The 'Facility Management Division' provides centralized comprehensive solutions in Operation & Maintenance of Hospital Facilities, primarily in the Government sector. The services includes Operation & Maintenance of hospital buildings & utilities, Housekeeping, Security, Horticulture,

Manpower supply for Paramedical staff, Nursing Officers and orderlies, Registration, Data Entry, Office support, Laundry/linen services and Food & Beverage service, etc. The FMD division is presently handling Facility Management works worth approx. Rs. 200 Cr. Per annum for our various clients. To name a few, some of the major Central/State Government

Hospitals and Government Institutions being managed by HITES are as under:

- JIPMER Puducherry
- Lok Nayak Hospital, Delhi - Emergency & OPD Block
- Guru Teg Bahadur Hospital, Delhi - MCH & DME Block
- All India Institute of Medical Sciences (AIIMS), Patna
- All India Institute of Medical Sciences (AIIMS), Deoghar
- All India Institute of Medical Sciences (AIIMS), Dharbanga
- GMC, Kollam , Kerala
- GMC, Konni, Pathanamthitta, Kerala
- Digital university, Kerala,
- CDSCO, Chennai
- All 14 Medical Colleges & associated hospitals under Govt. of Madhya Pradesh.

- Madhya Pradesh Medical Science University, Jabalpur
- Nation Health Mission, Kerala
- Rural Health Training Centre, Najafgarh, New Delhi
- Ministry of Health and Family Welfare , GoI

1.2. This EOI is published for selection of reputed and experienced Indian entity fulfilling the necessary eligibility criteria, who would like to partner with HITES in the Facility Management Business. The partner will be selected based on the EOI applications and further evaluation based on their experience, market standing and technical & financial strength.

2 ELIGIBLE APPLICANTS AND ELIGIBILITY CRITERIA

- 2.1 The applicant should have managed the Facility Management services including Housekeeping Services, Operation & Maintenance services, Horticulture services, Security services, etc., in a reputed hospital or Healthcare products manufacturing industry with clean room facility or any other commercial facility as specified in Schedule I at least for a period of three years during the last five years.
- 2.2 The applicant should have provided any of the facility management services to a PSU/ Government establishment/ Government Utilities for a period of at least one year during the last five years

Schedule-I

A. Class and Categories of Empanelment

1. The APPLICANT (Service Provider) will be empaneled in the following class and categories, based on the work value of project/work order executed by them, experience and types of Facility management Services handled by them either in Hospitals or Healthcare product manufacturing industry with clean room facility.

Sl. No.	Class	Financial limit of project	Category
1.	A.	Project with estimated annual cost above Rs.15 Crores	Refer Form I of this EOI
2.	B.	Project with estimated annual cost above Rs.5 Crores up to Rs.15 Crores	
3.	C.	Project with estimated annual cost up to 5 Crores	

2. HITES reserves its right to allow the empaneled service provider in any category to bid for the works in next lower/higher category in specific cases on need basis.
3. In case an application is found suitable for empanelment in category lower than the one applied for, the empanelment may be done in the eligible category in respect of such candidate(s).
4. HITES is not bound to invite bids for all the works from the empaneled Service providers only.
5. HITES reserves the right to invite bids for any work only from the shortlisted empaneled service provider under different categories.
6. Period of empanelment will be 3 years. However, HLL Infra Tech Services Limited reserves the right to curtail or extend this period at its sole discretion

Eligibility Criteria

Class	Facility management services which include Housekeeping, Security, O&M, hospital support staff, IT services etc. either in Hospitals, Healthcare manufacturing industry with clean room facility provided with no. of Projects / works and value during last five years
A.	At least one completed Project / work of value more than or equal to Rs. 18 Crores. Or Two completed Projects / works each of value not less than or equal to Rs.10 Crores.
B.	At least one completed Project / work of value more than or equal to Rs. 12 Crores. Or Two completed Projects / works each of value not less than or equal to Rs.7 Crores.
C.	At least one completed Project / work of value more than or equal to Rs. 8 Crores. Or Two completed Projects / works each of value not less than or equal to Rs. 4 Crores.

The applications shall contain the following:

1. The applicant shall have labor license and shall be registered with the appropriate authority of EPF/ ESIC and copy of EPF registration/ labor license shall be furnished and any other compliances as per statutory requirements.
2. Self-Attested copy of the registration of the company along with list of registered office / branch offices / regional offices with complete addresses and contact details.
3. Self-Attested copy of income tax registration/PAN/GST Registration and Income Tax returns for the last 3 years.
4. Self-Attested copy of GST registration Certificate.
5. Self-Attested copy of shops and establishment registration if any.
6. Name of the applicant's banker with complete address.
7. Audited Trading, Profit & Loss Account and Balance sheet (with all schedules attached) for the last three financial years excluding the current financial year having UDIN.
8. Details of pending litigation etc.

9. Copy of Certificates and license owned by Company like valid ISO, PASARA, Electrical license etc.
10. Any other technical information the applicant wishes to furnish.
11. Attested copy of Power of Attorney/ authorization letter from company/firm in the name of the person signing the application.
12. Experience certificates for the works mentioned above(Work orders and completion Certificate)
13. Certificates of registration with Govt. /Semi govt. Municipal authorities etc. (if any).
14. Attested copy of list of equipment owned and being used by the applicant at sites mentioned for qualifying criteria.
15. Attested copy of list of technical and administrative personnel present with the organization in the prescribed format(Furnish the relevant certificates to prove their qualifications)
16. All the pages of NIT for EOI signed with seal by the authorized signatory of the applicant.
17. Declaration that the firm is not debarred/blacklisted/banned by any companies/government authority. (Furnish the list of shareholders and other entities financially involved)

CORRUPT OR FRAUDULENT PRACTICES

3.1 HITES requires that Applicants observe the highest standard of ethics during the selection and execution of this contract. In pursuance of this policy, HITES defines, for the purpose of these provisions, the terms set forth below as follows:

- i. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in partnership contract execution;
 - ii. “fraudulent practice” means a misrepresentation of facts in order to influence the selection process or the execution of the partnership contract to the detriment of the Employer, and includes collusive practice among Applicants (prior to or after bid submission) to deprive the Employer of the benefits of free and open competition.
- (b) Will reject a proposal for award of work if it is determined that the Applicant shortlisted has engaged in corrupt or fraudulent practices in competing for the contract in question

- (c) Will declare an applicant ineligible, for a specific period of time as per the guidelines of Govt. of India to be awarded a contract / contracts, if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

4. AMENDMENT OF PREQUALIFICATION DOCUMENT

- 4.1 At any time prior to the deadline for submission of Applications, HITES either on its own or on request of the Applicant may amend the EOI Documents by issuing addendum in case of any inadvertent omission.
- 4.2 An addendum issued under the sub-clause 4.1 above shall be part of the EOI Documents and will also be posted at the website of HITES.
- 4.3 To give Applicants reasonable time to take an addendum into account in preparing their applications, HITES may, at its discretion, extend the deadline for the submission of EOI bid.

All envelopes shall be titled "SUBMISSION OF EOI FOR THE EMPANELMENT OF FACILITY MANAGEMENT AGENCIES AS STRATEGIC PARTNERS" and clearly marked in English with name of the Applicant.

HITES reserves right to limit number of Business Partners to be enlisted in any Category.

5 VALIDITY OF APPLICATIONS

Application shall be valid for a period of 120 days from the date of submission of applications. HITES retains the right that in exceptional circumstances at its own discretion, it may ask the applicants to extend the validity of their application for a specified period. The Applicant not submitting the letter of extension of the validity period at that time shall not be further considered.

6 Period of empanelment: -

The empanelment shall be initially valid for a period of three (3) years. However, HLL Infra Tech Services Limited reserves the right to curtail or extend this period at its sole discretion. The empanelment shall be open to review by the empanelment authority and liable for termination, suspension or any other such action at any time if considered necessary by the empanelment authority, after issue of show-cause notice and in order to give an opportunity to the business partner to present his case (as per Govt. of India Guidelines). The list of empaneled contractors shall be valid for three years from the date of issue.

Name of the **Business Partner** may be removed from the approved empanelment list of **Business Partner**, by the enlisting authority, if **Business Partner** /firm:

- A) has, on more than one occasion, failed to execute a contract or has executed it unsatisfactorily; or
- B) in case of bankruptcy or for activities detrimental to the interest of HITES

- C) persistently violates any important conditions of the contract; or
- D) fails to abide by the conditions of enlistment; or
- E) is found to have given false particulars at the time of enlistment; or
- F) has indulged in any type of forgery or falsification of records; or
- G) changes constitution of the firm or Individual without prior concurrence of the enlistment authority; or
- H) changes permanent address / business address without intimation to the enlistment authority; or
- I) is declared or is in the process of being declared bankrupt, insolvent, wound up, dissolved or partitioned; or
- J) persistently violates the labor regulations and rules, or
- K) is involved in complaints of serious nature received from other departments which prima facie appear to be true.
- L) Default in settlement of tax dues like income tax, Contract tax, sales tax, octroi, duties, GST, any statutory compliance etc.
- M) Ceases to fulfill eligibility criteria based on which enlistment is considered.

- N) Non-performers and those who do not participate in tenders floated by HITES within the tendering limit without proper justification.
- O) Business Partner who are litigated (having initiated legal/arbitration proceedings) against HITES which were rejected by the court more than once during the enlistment period will be suspended for 6 months from enlistment.
- P) If the party is debarred / blacklisted / banned by any of the Government authorities / organization / companies.
- Q) Participating in Tenders as competitor of HITES.

HITES, however, reserves the right to restrict the list of qualified applicants to any number deemed suitable by it. Even though an applicant may satisfy the above requirements, he would be liable for disqualification if he has:

- A. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the pre-qualification document,
- B. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/ weaknesses etc.
- C. If the applicant, or any constituent partner in case of partnership firm, has been debarred/black listed or terminated for poor performance by any organization at any time or ever been convicted by a court of law , their application will be summarily rejected.

All applicants who qualified based on evaluation criteria shall be empaneled with **HLL Infra Tech Services Limited** and shall be considered technically qualified for carrying out Facility Management works on need basis.

7 DISPUTE RESOLUTION:

The parties shall use their best efforts to settle amicably all dispute arising out of or in connection with this contract or the interpretation thereof. Any Dispute arising which cannot be amicably settled between the parties shall be referred for adjudication/arbitration in accordance with Arbitration & Conciliation Act 1996 and subsequent amendment thereof. The language of the arbitration proceedings shall be in English. The venue of arbitration shall be Delhi / NCR Delhi.

8 Termination & Effect of Termination

HITES may, without any prejudice to any other remedy for breach of agreement, by not less than 30 days written notice of default sent to the Business Partner, terminate this agreement in whole or in part if,

Business Partner fails to provide any or all of the services within the period (s) specified in the agreement or within any extension thereof if granted by the HITES pursuant to the condition of agreement or fails to remedy a failure in performance of his obligations hereunder within such period as HITES may have approved in writing, or,

Business Partner fails to comply with any final decision reached as a result of arbitration proceedings.

9 Jurisdictions:

All disputes arising shall be subject to the jurisdiction of the appropriate court at Delhi and will be governed by the laws of India.

10. GST:

- a. For the purpose of this Bid document, the term GST shall include Central Goods and Services Tax (CGST), State Goods and Services Tax (SGST), Integrated Goods and Services Tax (IGST), Union Territory Goods and Services Tax (UTGST) and any other taxes levied under the GST related legislation in India, as may be applicable.
- b. Bidder should have valid GST Registration
- c. If the Bidder has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.
- d. Exemption from Registration: If a bidder is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Bidder claiming exemption in this respect shall submit a valid certificate from practicing Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (UDIN) to the effect that Bidder fulfils all conditions prescribed in notification exempting him from registration. Such bidder/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the Procuring Entity directly to concerned authorities. Bidder should note that his offer would be loaded with the payable GST under the RCM. Further, Bidder should notify and

submit to the Procuring Entity within 15 days from the date of becoming liable to registration under GST.

- e. Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.
- f. It shall be the responsibility of Bidder to ensure that they quote the exact HSN Code and corresponding GST rate for each activity of the Services being offered by them.
- g. As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the bid/contract price (exclusive of GST). If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.
- h. Ensure that outward supply return (GSTR-1 is filed correctly and shall declare correct information on the invoice raised to Company and GST portal; in case of any mismatch the Supplier shall promptly make amendments or such corrective measures to ensure that Company does not suffer any loss of credit due to such mismatch.
- i. In case of profiteering by the contractor relating to GST tax, the contractor shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions there under, in addition to recovery and action by the GST authorities under the Act.

SHORTLISTING OF APPLICANTS

FOR

PARTNERING WITH HITES FOR FACILITY MANAGEMENT BUSINESS

Part II – PROFORMA APPLICATION FORMS

HLL INFRA TECH SERVICES LIMITED
(A Fully owned Subsidiary of HLL Lifecare Limited)
Government of India Enterprise
Facility Management Division,
B-14 A, Sector - 62, Noida - 201307, Uttar Pradesh, India

PROFORMA LETTER OF APPLICATION (on Firm's Letter Head)

AVP (ID)

HLL INFRA TECH SERVICES LIMITED

Facility Management Division,

B-14 A, Sector - 62, Noida - 201307, Uttar Pradesh, India

(Applicant to provide date and reference)

Dear Sir,

APPLICATION FOR PRE-QUALIFICATION

SELECTION OF STRATEGIC PARTNER FOR FACILITY MANAGEMENT BUSINESS

We, the undersigned, apply to be pre-qualified for the referenced contract and declare the following:

- (a) We are duly authorized to represent and act on behalf of _____ (here in after the “Applicant”)
- (b) We certify that all statements made and information supplied in enclosed questionnaire Forms and Annexures are true and correct.
- (c) We certify that we have submitted all information and details necessary for this EOI document and have no further pertinent information to submit.
- (d) We have examined and have no reservations to the EOI Document including Addenda No(s)_____.
- (e) We, for any part of the contract resulting from this pre-qualification, do not have any conflict of interest
- (f) We are attaching with this letter, the copies of original documents defining: -
 - i) the Applicant’s legal status;
 - ii) its principal place of business; and
 - iii) its place of incorporation (if Applicants are corporations); or its place of registration (if Applicants are partnerships or individually owned firms).
- (g) We further declare that we have not engaged any agent or middleman for this short listing process or the tenders arising from it. We have not paid / will not be

paying any commissions, gratuities or misc. fees with respect to the EOI process.

- (h) HITES and/or its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this Application, and to seek clarification from our bankers and clients. This Letter of application will also serve as authorization for any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and as requested by HITES.
- (i) HITES and/or its authorized representatives may contact the following nodal persons for further information on any aspects of the Application:

Contact	Name	Telephone	E Mail
	Address		

- (j) This Application is made in the full understanding that:
 - i) Applications by short-listed Applicants will be subject to verification of all information submitted for prequalification;
 - ii) HITES reserves the right to:
 - Reject or accept any or all Applications, cancel the prequalification process.
- (k) The undersigned declare that the statements made and the information provided in the duly completed Application are complete, true, and correct in every detail. We also understand that in the event of any information furnished by us being found later on to be incorrect or any material information having been suppressed, the following action can be taken:
 - i. Our name shall not be considered in the short-listing process
 - ii. Any offer submitted by us on the basis of short-listing may not be considered.

NAME.....

In the Capacity of

.....

Signed

.....

Duly authorized to sign the Application for and on behalf of

Date

SHORTLISTING OF APPLICANTS

FOR

**PARTNERING WITH HITES FOR FACILITY MANAGEMENT
BUSINESS**

Part III – SELECTION QUESTIONNAIRE & ANNEXURES

HLL INFRA TECH SERVICES LIMITED
(A Fully owned Subsidiary of HLL Lifecare Limited)
Government of India Enterprise

Facility Management Division,
B-14 A, Sector - 62, Noida - 201307, Uttar Pradesh, India

Part III - SELECTION QUESTIONNAIRE

Notes:

1. Each page of the Questionnaire and contents of forms shall be signed by the Applicant.
2. This entire Questionnaire forms shall be completed in all respects.
3. Answers to the questions relating to the various forms shall be incorporated in the respective forms only.

4. In the box

Y	N
---	---

 'Y' denotes Yes and 'N' denote No. Please tick-mark whichever is applicable.

Y	N
---	---

5. The pages of the EOI Document submitted shall be numbered sequentially and the page number of each answer should be noted against the respective item below.
6. Any explanation or additional information to a question in a form shall be given on separate sheets, which are to be clearly referred to as being in response to the relevant question of a form and the reference of the same shall be indicated in the form also against the relevant question.

FORM A

ORGANIZATIONAL INFORMATION

1.1 Project for which EOI is called:

**SELECTION OF STRATEGIC PARTNER FOR FACILITY
MANAGEMENT BUSINESS**

1.2 State the structure of the Applicant's organization (Applicants to complete / delete as appropriate)

Individual company or Partnership
firm Joint Venture

.....
.....

1.3 Provide the following:

Name of Company or firm:

.....

Legal status: (e.g. incorporated private company, unincorporated business, etc.)

.....
.....

Registered address:

.....

Year of

Incorporation.....

.....

Principal place of business:

.....

Contact person:

.....

Contact person's title:

.....

Address, telephone, facsimile number and e-mail ID of contact person:

.....

.....

.....

.....

1.4

Date of incorporation of organization

Names and titles of Directors or partners

a) Has the company or firm or any partner of the group ever failed to perform/ execute any work awarded or has been levied liquidated damage for delay in completion of work? If Yes, give explanation.

Y	N
---	---

b) Has the firm or company or any partner of the group been debarred/ blacklisted by any Government Department / PSU. If Yes, give explanation.

Y	N
---	---

c) Has the firm ever been convicted by a court of law or is there any pending litigation? If Yes, give explanation

Y	N

d) Has the applicant ever been required to suspend any project/ service for a period of more than 6 months continuously after commencement? If Yes, give explanation.

Y	N

LETTER OF TRANSMITTAL

From

To
AVP (ID)
HLL INFRA TECH SERVICES LIMITED
Facility Management Division,
B-14 A, Sector - 62, Noida - 201307, Uttar Pradesh, India

Subject: Submission of EOI for Providing Facility Management Services for hospitals and other facilities located in different parts/places/towns/cities across India for HLL INFRA TECH SERVICES LIMITED

Sir,

Having examined the details given in the Tender notice and Qualification documents for the above work, I/we hereby submit the qualification document and other relevant information.

1. I/We hereby certify that all the statements made and information supplied are true and correct.
2. I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
3. I/We also authorize HLL INFRA TECH SERVICES LIMITED to approach individuals, employers, firms and corporation to verify out competence and general reputation

Enclosures.

Seal of applicant

FORM B

FINANCIAL INFORMATION

- I. Financial Analysis – Details to be furnished duly supported by figures in audited balance sheet/profit & loss account for the last Five years duly certified by the Chartered Accountant. (Copies to be attached).

	2018-19	2019-20	2020-21	2021-22	2022-23
Profit/Loss for the year					

- II. Gross Annual turnover.

2018-19	2019-20	2020-21	2021-22	2022-23	Average Annual Turnover

- III. The following certificates are enclosed:

1. PAN & / GST Registration copies

- II. Banking reference: Include Banking Reference to demonstrate that you have access to, or have available, liquid assets, lines of credit and other financial means sufficient to meet the required cash flow, after meeting your commitments for other contracts and other liabilities.

Signature of Chartered Accountant with Seal
UDIN

Signature of Applicant

Form C

Pending Litigation

Applicant's legal name

Date..... Page of..... pages

Applicant must fill in this form

Pending Litigation		
No pending litigation <input type="checkbox"/>		
Pending Litigation in terms of arbitration/Court case, litigation etc. is indicated below <input type="checkbox"/>		
<i>Year(s)</i>	Matter in Dispute	Value of Pending Claim in INR equivalent
	Matter in Dispute	
	Matter in Dispute	
	Matter in Dispute	

Form D

PERFORMANCE RECORD IN THE LAST FIVE YEARS

State the number of years the Applicant has been undertaking work similar in scope and nature to the works for which EOI is sought. If the applicant has got experience in facility management services in hospitals, the proof for the same shall be provided.

DETAILS OF FACILITY MANAGEMENT SERVICES EXECUTED DURING THE LAST FIVE YEARS ENDING LAST DAY OF THE MONTH OF Jan 2023

Sl. No	Name of work/ and location	Owner or sponsor	Type of Activity **	Area in Sft.	Total Charges per annum	Date of Commencement as per contract and duration of the contract executed	Whether Performance report attached on behalf of Client	Litigation /arbitration pending /in progress with details*	Name and address /telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11

* Indicate gross amount claimed and amount awarded by the Arbitrator.

** Indicate whether service provided for Hospital / Residential Building / IT or Industrial Building/ Commercial Establishment.

Certified that the above information provided by us is true and correct. In case HITES detects any misrepresentation in the above our application is liable to be rejected.

Authorized Signatory
For and on behalf of _____

FORM E

Work in Hand - Applicants should indicate, in the form below, details of contract / commitment of facility management business which is in hand as on **31.01.2023**.

CONTRACTS UNDER EXECUTION OR AWARDED

Sl. No	Name of work/ and location	Owner or sponsor	Type of Activity **	Area in Sq. ft.	Total Charges per annum	Date of commencement as per contract and duration of the contract executed	Whether performance report attached on behalf of Client in form D	Litigation /arbitration pending /in progress with details*	Name and address /telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11

*Indicate gross amount claimed and amount awarded by the Arbitrator.

**Indicate whether service provided for Hospital/ Residential Building/ IT or Industrial Building/ Commercial Establishment

Certified that the above information provided by us is true and correct. In case HLL detects any misrepresentation in the above our application is liable to be rejected.

Authorized Signatory
For and on behalf of _____

FORM F

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM D & E:

1. Name of work /Project & Location.
2. Agreement No.
3. Estimated Cost.
4. Tendered Cost
5. Area in Sq. ft.
6. Date of start
7. Date of completion
 - (i) Stipulated date of completion
 - (ii) Actual date of completion
8. Amount of compensation levied for delayed completion, if any
9. Amount of reduced rate items, if any.

10. Performance Report

1) Quality of work	Very Good/Good/Fair/Poor
2) Financial soundness	Very Good/Good/Fair/Poor
3) Technical Proficiency	Very Good/Good/Fair/Poor
4) Resourcefulness	Very Good/Good/Fair/Poor
5) General behavior	Very Good/Good/Fair/Poor

Dated:

Authorized representative of Client.

FORM G

STRUCTURE & ORGANIZATION

1. Name & Address of the applicant
2. Telephone No./Fax No.
3. Legal status of the applicant (attach copies of original document the legal status).
 - (a) An individual
 - (b) A proprietary firm
 - (c) A firm in partnership
 - (d) A limited company or Corporation
4. Particulars of registration with various Government bodies (attach attested photocopy).

Organization / Place of registration

Registration No.

- 1.
- 2.
- 3.
5. Names and Titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Was the applicant ever required to suspend operation for a period of more than one month continuously after you commenced the operation? If so, give the name of the project and reasons of suspension of work.
8. Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
9. Has the applicant or any constituent partner in case of partnership firm, even been debarred / black listed for tendering in any organization at any time? If so, give details.
10. Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
11. Has the applicant any valid GST/Income Tax registration with the Government Departments?
12. Any other information considered necessary but not included above.

Signature of Applicant

QUALITY AND COST CONTROL INFORMATION

5.1	Quality Assurance Program:		
	Do Applicants currently maintain an In-house Quality Assurance Programme ?	YES/NO	Page No. _____
	If yes, give details.	YES/NO	Page No. _____
	Are you ISO 9001 certified?	YES/NO	Page No. _____
	If yes, give details.	YES/NO	Page No. _____
	Do you have any other quality certification?	YES/NO	Page No. _____

5.2 Do you have cost control mechanism in your organization? If yes, give details.

FORM H

DETAILS OF CONSTRUCTION EQUIPMENT/ MACHINERY LIKELY

TO BE USED IN CARRYING OUT THE WORK

Sl.No.	Name of Equipment	Nos.	Capacity of Type	Age	Condition	Ownership Status			Current Location	Remarks
						Presently owned	Leased	To be Purchased		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

(Signature of Applicant)

Form I

Category	Type of Service
(i)	<p>Operation & Maintenance (O&M)</p> <ul style="list-style-type: none"> • Power Distribution system • Emergency backup power system • HVAC System • Compressed air system • Water & effluent treatment system and STPs • Fuel Handling system • Fire protection system • Ambulatory services • Building services (Civil Electrical & Plumbing) • Lifts • CSSD • Modular OT Management • Integrated Building Management system • Medical gas Plant /MGPS/PSA/LMO/Central Gas supply.
(ii)	<p>Soft Services</p> <ul style="list-style-type: none"> • Housekeeping and janitorial services • Garden and Lawn maintenance • Waste management (Including E-waste) • Office services and front office services • Mail room management • Helpdesk management • Drains and road cleaning • Pest control • Façade and glass cleaning
(iii)	<p>IT Services</p> <ul style="list-style-type: none"> • OPD /central window management • Computer networking • Computer operator/data entry • Medical record department management • Data Management /Cloud storage • IT based /Mobile application services • Portal /Website management services
(iv)	<p>Security Services</p> <ul style="list-style-type: none"> • Guarding • Patrolling • Electronic surveillance
(v)	<p>Hospital support services</p> <ul style="list-style-type: none"> • Clinical support technician staffing • Nursing staff /ward boys Staffing • Paramedical staff
(vi)	Laundry Services
(vii)	Cafeteria & Patient Kitchen services & Retail food catering services.

INTEGRITY PACT

To

.....

.....

Ref: EOI No. HITES/ Empanelment of Contractors (Strategic Partners)

Dear Sir,

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

The subject Expression of Interest (EOI) is an invitation to offer made on the condition that the applicant will sign the integrity Agreement, which is an integral part of EOI documents, failing which the applicant will stand disqualified from the EOI process (empanelment) and the application would be summarily rejected.

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

Yours faithfully

Tender Inviting Authority

INTEGRITY PACT

To

.....

(Designated authority of CLIENT/HITES)

Ref: EOI No. HITES/ Empanelment of Contractors (Strategic Partners)

Dear Sir,

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

I/We agree that the Expression of Interest (EOI) is an invitation to offer made on the condition that I/We will sign this integrity Agreement, which is an integral part of EOI documents, failing which I/We will stand disqualified from the empanelment process. I/We acknowledge that the making of the application shall be regarded as an unconditional and absolute acceptance of this condition of the EOI.

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

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

Yours faithfully

(Duly authorized signatory of the Applicant)

To be signed by the bidder and same signatory competent/ authorized to sign therelevant contract on behalf of HITES a Fully owned Subsidiary of HLL Lifecare Limited

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____ day of the month of _____ 2023,

Between

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

And

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

Preamble

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

HITES intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No..... HITES desires full compliance with all relevant

laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

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

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

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

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

Clause.1. Commitments of HITES

- 1.1 HITES undertakes that HITES and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor 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 will report to Chief Vigilance Officer of HITES (CVO), 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 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, favor, 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, favor, 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 HITES for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with HITES.
- 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.4 The 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 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS 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 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HITES that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HITES or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

- 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.

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

- 3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
- 3.3 If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HITES is entitled to disqualify the BIDDER from the tender process.

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

- 4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.
- 4.2 HITES will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 4.3 HITES will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause 5 - Consequences of Violation / Breach

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

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HITES by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact after award of the contract, HITES will be entitled to terminate the contract. HITES shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/performance guarantee, whichever is higher.
 - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HITES, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HITES in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HITES, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HITES resulting from such cancellation/recession and HITES shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HITES for a minimum period of five (5) years, which may be further extended at the discretion of HITES or until Independent External Monitors is satisfied that the Counterparty 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 Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission

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

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.

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 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 CEO(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 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:

HITES

BIDDER

.....

For HITES,

Witness

1.....