

Annexure-01

SELF - DECLARATION

Tender: Supply/Develop, Install & Implementation of Hospital Management Information System (HMIS).

Tender No. HLL/CHO/HCS/IT/2022/95

To,

Deputy General Manager (HCS)

HLL Lifecare Limited,

HLL Bhavan, Poojappura, Thiruvananthapuram -695012, Kerala, India

Tel: 0471 2775500, 0471 2350959 (EXTN – 224/640), Website – www.lifecarehll.com

Dear Sir,

We certify that, we have not been de-registered or debarred or blacklisted or banned / suspended for business for any product or constituent of the product we have quoted, by the State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law, till the due date of submission of BID as specified in the subject BID. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in accordance with the Instructions to Bidders and the Purchaser shall be entitled to reject our BID for the product quoted, submitted by us against this Tender.

Also certify that the quoted products possess relevant quality assurance certification issued by the concerned authorities for all the offered products.

We hereby guarantee that the product supplied by our company are not spurious and we further guarantee not to supply any sub-standard or half developed. We assure that the entire software package to be supplied shall be as per the formulations / standard approved / specified in the aforementioned biddocument or as per the regulation of standard HMIS standard.

We have also noted that after submission of BID and before award contract, if we are deregistered or debarred or blacklisted by State Government or Government of India / Drug Controller, our BID will be considered as non-responsive.

We hereby declare that the facts provided for the purpose of this tender are correct and true to the best of our knowledge. We are well aware that any discrepancy in the same makes us liable for disqualification / debarment / appropriate action by the tenderer.

Date:

Place:

Signature:

Name:

Designation:

Seal:

Annexure 02

BID FORM

Ref:

Date:

To,

Deputy General Manager (HCS)

HLL Lifecare Limited,

HLL Bhavan, Poojappura, Thiruvananthapuram -695012, Kerala, India

Tel: 0471 2775500, 0471 2350959 (EXTN – 224/640), Website – www.lifecarehll.com

Dear Sir,

Tender: Supply/Develop, Install & Implementation of Hospital Management Information System (HMIS).

Tender No. HLL/CHO/HCS/IT/2022/95

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services in full conformity with the Bidding Documents for the total amount against the total software solution as indicated in the price Schedule.

We undertake that in case our bid is accepted, we shall Commence work and shall make all reasonable endeavor to achieve contract acceptance. We agree to abide by this bid, which, in accordance with consists of this letter, the Price Schedule, letter of authorization, documents establishing conformity, and Attachments through [specify: the number of attachments] to this Bid Form, up to 06 months from the date of opening of financial bids and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We declare that the above quoted price for the product is firm and shall not be subject to any variation for the entire period of the assignment. We further declare that the above quoted prices include all taxes as on the date of bid submission, duties and levies payable by us under the aforesaid assignment.

We declare that price/ rate offered is for the supply, implementation and of HMIS at HLL designated diagnostic centres across INDIA and all other related activities.

The costs of withdrawals of these deviations / exclusions are enclosed with the Price Schedule. In case a formal final Contract is not prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

We, the Bidder shall indemnify, defend and hold harmless Government of India, HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to

- (i) Manufacturer's/Bidders breach of any of its warranties, representations, covenants or obligations set forth herein or
- (ii) The negligent act or omission of the Manufacturer/Bidders.
- (iii) Any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or any affiliate.

We agree to all terms and conditions of the Bid Document and subsequent amendments.

Dated this [insert number] day of [insert month], [insert year].

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal.

Annexure 03

CATEGORY DETAILS OF THE ORGANIZATION

SL No.	Description	Yes/No
1.	*Whether the organization belongs to the MSME category	
2.	*If yes whether the organization belongs to MSE category	
3.	*Whether the MSE organization belongs to SC/ST entrepreneur.	
4.	*Whether the MSE organization belongs to woman entrepreneur.	
5	Whether the MSE organization is registered under MSE Type of Enterprise 'Manufacturer'	

***Kindly furnish the copies of documents supporting your above claim along with this Annexure duly filled.**

***The Udyog Aadhar no of the bidder**

(Self-attested copy of Udyog Aadhar registration certificate should be submitted along with the technical bid)

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

Annexure 04

To,

Deputy General Manager (HCS)
HLL Lifecare Limited,
HLL Bhavan, Poojappura, Thiruvananthapuram -695012, Kerala, India
Tel: 0471 2775500, 0471 2350959 (EXTN – 224/640),
Website – www.lifecarehll.com

INDEMNITY CERTIFICATE

Dear Sir,

As a supplier to HLL, the indemnifier assumes liability for and irrevocably agrees to indemnify, defend and hold harmless Government of India and HLL Lifecare Limited, its Affiliates, shareholders, officers, directors, employees, agents, and their respective successors and assigns from and against any and all losses, damages, claims, actions, liabilities, proceedings, injury, cost or expenses (including counsel's fees of whatsoever kind of nature arising out of or in any way connected with the licenses granted or the manufacture of the products or out of any defect (whether obvious or hidden) in the products or arising from the indemnifier's failure to comply with applicable laws.

Dated this [insert number] day of [insert month], [insert year].

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

Annexure 05

PERFORMANCE BANK GUARANTEE FORMAT

To: _____ (Name of Purchaser) WHEREAS
_____ (Name of Supplier) (hereinafter called "the Supplier") has
undertaken, in pursuance of Contract No. _____ dated
_____ 20__ to supply _____ (Description of Goods and Services)
(hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you
with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with
the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the
Supplier, up to a total of _____ (Amount of the Guarantee in Words and
Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in
default under the Contract and without cavil or argument, any sum or sums within the limit of
_____ (Amount of Guarantee) as aforesaid, without your needing to
prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20__

Signature and Seal of Guarantors

Date: _____ 20__

Address: _____

CHECK LIST

SL N O	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	REMARK S
1	Forwarding letter indicating the submission of technical documents along with check list of documents			
2	EMD/ Tender Fee in the form of BG/DD (copy of the NEFT/RTGS details)			
3	Tender document duly signed and stamped in all pages along with corrigendum (if Any)			
4	Copy of Udyog Aadhaar, in case of MSME bidders			
5	Authenticated copy of the Memorandum of Association/Articles of Association / Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the M. Director / Partner / Proprietor			
6	Documentary proof attested by Chartered Accountant for establishing the average annual turnover of Original Manufacturers having a minimum average annual turnover of Rs.5 Crores (Rupees Five Crores only) during the last three years i.e., 2019-20, 2020-21 and 2021-2022 (Original/ provisional). In case of Authorized agents, they must submit the documentary proof attested by Chartered Accountant for minimum average turnover in the last three years i.e., 2019-20, 2020-21 and 2021-2022 (Original/ provisional) is Rs. 1 crore (Rupees One crore only). And documentary proof attested by Chartered Accountant for establishing their Principal manufacturers meets the eligibility criteria for original manufacturer as specified above. In case of bid by authorized agents, manufacturers authorization form must be attached with the bid submitted			
7	Copy of Functional testing report for integrations completed on ADBM Sandbox Integration and Exit process which includes ABHA Number			

	creation and capture & verification, share consented digital health record via ABHA Mobile Application, Share patient's longitudinal history with healthcare workers with consent.			
8	Copy of the report of Functional & non-functional Testing of the application by the internal NHA team, Copy/Proof of the report of Security testing of the web/mobile application from any STQC or CERT-IN empaneled agency, Copy of Summary details document which submitted to ABDM during exit process.			
9	Power of Attorney in stamp paper (RS.200/-) duly notarized authorizing the signatory to sign the bids and transact business.			
10	Authorization letter from manufacturer (Self-attested Copy).			
11	Annexure 1 - Self Declaration			
12	Annexure 2 - Bid Form			
13	Annexure 3 - Category details of Organization			
14	Annexure 4 - Indemnity Certificate			
15	Annexure 5 – Performance Bank Guarantee Format			
16	Annexure 6 - Check List			
17	Annexure 7 – Compliance to Rule 144 (XI) of GFR 2017 (Self Declaration)			
18	Annexure 08 – Quality Cost Based System			
19	Annexure 09 - Make in India Preference (Self Declaration)			
20	Annexure 10 – Pre-Contract Integrity Pact			
21	Copy of PAN Card & GSTN details			

Annexure 07

SELF DECLARATION – COMPLIANCE TO RULE 144 (XI) OF GFR 2017

We,

.....

.....

.....

(Include name and address of the bidder)

Hereby declare that we are eligible to bid for the tender:

(Include tender number and date)

As per the eligibility stipulated by Government Order no F.No.6/18/2019-PPD dated 23-July-2020 inclusive of the latest amendments regarding insertion of rule 144(Xi) in the General Financial Rules (GFR) 2017, issued by Ministry of Finance, Government of India.

We are aware that any bidder indenting to participate in this tender who is from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority as per the GO.

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

QUALITY COST BASED SYSTEM

Illustration

STAGE1: TECHNICAL BID EVALUATION

Bidder details	Technical Mark scored (T)
Bidder1	92
Bidder2	85
Bidder3	55
Bidder4	75

Highest marks scored by Bidder 1 (92 marks) which will be **T_m**

STAGE 2: CONVERSION OF TECHNICAL MARKS TO TECHNICAL SCORE

Bidder details	Technical Score $St = 100 \times T / T_m$
Bidder1	$100 \times 92/92 = 100$
Bidder2	$100 \times 85/92 = 92.39$
Bidder3	$100 \times 55/92 = 59.78$
Bidder4	$100 \times 75/92 = 81.52$

STAGE3: FINANCIAL BID EVALUATION

Bidder details	Financial Bid Amount (F)
Bidder1	1,30,000
Bidder2	1,20,000
Bidder 3	1,10,000
Bidder4	1,00,000

Lowest price quoted by Bidder 4 (**F_m**)

STAGE 4: CONVERSION OF FINANCIAL BID AMOUNT TO SCORE

Bidder Details	Financial Bid Amount	Financial Score Sf= 100 x Fm / F
Bidder1	1,30,000	100000/130000 x 100= 76.92
Bidder2	1,20,000	100000/120000 x 100= 83.33
Bidder3	1,10,000	100000/110000*100= 90.90
Bidder4	1,00,000	100

CONSOLIDATED TECHNICAL & FINANCIAL SCORE

Bidder Details	Technical Score	Financial Score
Bidder1	100	76.92
Bidder2	92.39	83.33
Bidder3	59.78	90.90
Bidder4	81.52	100

STAGE 5: COMBINED TECHNICAL AND FINANCIAL SCORE (CTFS) WITH WEIGHTAGE 70:30

Bidder Details	Applying weights for the Technical Score & Financial Score	CTFS	Rank of the Bidder
Bidder1	100*(70/100)+ 76.92*(30/100)	93.07 (70+23.7)	L1
Bidder2	92.39*(70/100) +83.33*(30/100)	89.67 (64.67+ 24.99)	L2
Bidder3	59.78*(70/100) +90.90*(30/100)	69.12 (41.85+27.27)	L4
Bidder4	81.52*(70/100) +100*(30/100)	87.06 (57.06+30)	L3

Annexure 09

SELF DECLARATION – MAKE IN INDIA PREFERENCE

In line with **Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017**, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against Tender No _____ Details of location at which local value addition will be made is as follows: -----

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

Annexure 10

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on -----¹ day of the month of -----, -----,

Between

HLL Lifecare Limited, a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called “HLL”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

----- India represented by Shri -----
(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 **HLL** and **BIDDER** referred above are jointly referred to as the Parties]

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order. HLL 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 **HLL** 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 HLL 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 HLL

1. HLL undertakes that HLL 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.
2. HLL 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.
3. All the officials of HLL will report to Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
4. HLL 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.
5. If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e., employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. 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 HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

1. 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: -
 - a. 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 HLL, 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. 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 HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
3. The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
4. The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.

5. The counterparty will promote and observe ethical practices within its organization and its affiliates.
6. BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
7. The counterparty will not make any false or misleading allegations against HLL or its Associates.
8. BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
9. The BIDDER further confirms and declares to HLL that the BIDDER is the original integrator / manufacture /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 HLL 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.
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 HLL 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.
11. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
12. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
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 HLL, or alternatively, if any relative of an officer of HLL has financial interest /stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
 - a. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
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 HLL.
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.
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 HLL 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.
17. The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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.

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.
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. 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, HLL is entitled to disqualify the BIDDER from the tender process.

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

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

Clause .5. Consequences of Violation / Breach.

- I. Any breach of the aforesaid provision by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following actions, wherever required: -
 - A. 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.
 - B. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL 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.
 - C. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL 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.
 - D. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

- E. To recover all sums already paid by HLL, 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 HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - F. 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 HLL, along with interest.
 - G. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - H. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
 - I. 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.
 - J. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
 - K. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- II. HLL 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.
- III. The decision of HLL 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 HLL, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

1. HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission.

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.
3. The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
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.
5. As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will inform the CVO.
6. The BIDDER(S) accepts that the Monitor(s) have the right to access without restriction all project documentation of HLL 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 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. HLL will provide the Monitor(s) with sufficient information about all meetings among the parties related to the Project provided such a meeting could have an impact on the contractual relations between the parties. The parties will offer the Monitor(s) option to participate in such meetings.
8. The Monitor(s) will submit a written report to the CVO of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

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

If HLL 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 HLL has substantive suspicion in this regard, HLL 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, HLL 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 Thiruvananthapuram 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 both HLL 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 of HLL.

Clause. 13. Other provisions

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.
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

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

HLL

BIDDER

Mr. K.Beji George

(Name & Designation)

**Chairman and Managing Director
HLL Lifecare Limited,
Thiruvananthapuram.**

Witness

Witness

1.....

1.....

2.....

2.....

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