

भारत सरकार का उद्यम A GOVT. OF INDIA ENTERPRISE
कणगला KANAGALA – 591225, बेलगावि जिला BELAGAVI DIST.

Ref: HLL/BGM/HR/Vehicle /Tender/2024

Date: 02.01.2025

TENDER NOTIFICATION**Hiring of passenger Vehicle for Employees/staff transportation (Bus-17/26/32/40 seater)**

Quotations are invited from reputed transport agencies for hiring of passenger vehicle (17/26/32/40 seater) for transportation of staff of HLL Lifecare Ltd. Kanagala-591225 for pick up and drop basis from defined destinations.

Category of Vehicle	No. of vehicle
Passenger Vehicle having – 17 / 26 / 32 / 40 seater capacity	Two Vehicle for transportation of employees from Nipani and Sankeshwar to HLL Kanagala and back

S.No.	Particulars	Description
1	Period of contract	Two Years after issual of Purchase Order
2	EMD (EMD is exempted for Micro and Small enterprises as per guidelines issued by Government time to time)	Rs.1.00 Lakh shall be paid separately through RTGS/NEFT /Bank transfer to - State Bank of India A/c Number: 11130285123 IFSC Code: SBIN0000888 Branch name: Ashok Nagar, Nipani
3	Security Deposit	5% of the work order value
4	Eligibility criteria for Bidders	As per Tender document
5	Start date for submission of Tenders	03.01.2025 / 10.00 Hrs.
6	Last date and time for online submission of bids	23.01.2025 / 17.00 Hrs.
7	Date of Technical Bid opening meeting	24.01.2025 or immediate after scrutiny of the documents
8	Date of Price Bid opening	After scrutiny of Technical bids

Scope of work

Pick-up and drop of staff members from destinations (as per schedule) to the HLL Lifecare Limited, Kanagala five times (single route) in a day

The vehicle is to be provided on all the seven days in the week. The service may be extended on Govt. holidays, if required by HLL.

Timing: - The bus / should start picking up the respective Employee/ staff members from the designated routes as mentioned, at such time to reach HLL Lifecare Limited, Kanagala before commencement of working hours at 05.50 Hrs, 09:05 Hrs., 13.50 Hrs, 17:05 PM and 21.50 Hrs. and should be dropped back through the same route after office hours.

Minimum Eligibility Criteria

1. The vehicle should have a valid Registration Certificate as per Section 138 (2) (d) of the Motor Vehicle Act, 1988 for the entire period of the contract and should fulfill all the statutory requirements.
2. Vehicle Fitness certificate issued by Competent Authority shall be submitted along with the tender document. However the vehicle will be inspected by the Committee constituted for the purpose, to confirm the fitness of the vehicle. Quotations submitted by bidders will be accepted on confirming the Vehicle Fitness by the Committee only.
3. The Tenderer must be the owner of the vehicle. The vehicle should be yellow board, new or registered after 01.01.2020. Copy of RC book/smart card should be enclosed with tender as proof of ownership and year of registration or contract can attach brand new vehicle within one month of awarding of contract
4. In case the tenderer/contractor is planning to provide the brand new vehicle ,the same should be indicated in the tender document and shall be produce fitness certificate of the vehicle before deployment of the vehicle
5. The bidder should have minimum two years of experience for providing passenger transportation services for more than 15-employees.and proof for the same should be submitted along with tender document.
6. Certificate of registration of the organization and the Organisation should have their Office within 60 Kms radius of HLL Lifecare Limited., Kanagala.

Specific Terms and Conditions

This tender is an e-Tender and is published online at Government GeM Portal
<https://gem.gov.in>

1. All Corrigendum/extension regarding this e-tender shall be uploaded on these websites i.e. <https://gem.gov.in>
2. The tendering process is done online only at Government GeM Portal (URL address <https://gem.gov.in>. Aspiring bidders may download and go through the tender document.
3. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government GeM website. Tenders/bids shall be accepted only through online mode on the Government GeM website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
4. Bidders are advised to visit <https://gem.gov.in> portal regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
5. The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using valid Digital Signature Certificates.

6. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.
7. Conditional bids will be rejected out rightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
8. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids: Senior Manager (HR), HLL Lifecare Limited, Kanagala – 591 225, Tahasil Hukkeri, District Belagavi, State Karnataka, India Ph: 08333-279244, 279209 E-mail: veerendra@lifecarehll.com
9. The bids shall be opened online at HLL Lifecare Limited, Kanagala – 591 225 in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.
10. More details can be had from the above Office during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the above tender process.
11. Firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
12. Joint ventures or Consortiums of two or more registered bidders are not permitted
13. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on GeM portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances
14. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
15. Opening of Financial Bids: Bids of the qualified technical bidders shall only be considered for opening and evaluation of the financial bid
16. EMD shall be paid separately, thru RTGS/NEFT /BANK GURANTEE transfer in the following HLL A/c details:

Name of Bank: State Bank of India
A/c number: 11130285123 / IFSC Code: SBIN0000888
Branch name: Ashok Nagar, Nipani
17. Document of the above transactions completed successfully by the Bidder, shall be attached along with the quotation. EMD is exempted for Micro and Small enterprises as per guidelines issued by Government time to time subject to submission Bid Security Declaration (form attached). Bid / quotation without EMD will not be entertained and rejected out rightly.

18. Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the Bidder. The Bidder's bid will be considered only if payment is effective on the date and time of bid opening.
19. HLL Lifecare Limited does not bind them to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.

General Terms & Conditions

1. Section 101 (Exemption of occupier or Manager from liability) of chapter X under the Factories Act 1948 (All LXIII f 1948) (23rd sept. 1948) is applicable.
2. The tenderer is responsible for the payment of Minimum Wages and Statutory payments like EPF, ESI etc. in respect of the workers deployed by the tenderer carrying out the duties covered under the contract.
3. The vehicle should have valid permit and Good conditioned vehicle provide as per our requirement should be of good antecedents
4. Type of vehicle to be required will be informed by us during the period of contract as per our requirement by Three days in advance and the service provider has to provide the same. Payment will be made based on the rates finalized for each bus.
5. The driver should have valid badge and required driving License issued by the competent authority.
6. Sub contract is not allowed.
7. Workers engaged for the aforesaid work shall be Tenderers employee only and not of HLL Lifecare Ltd, Kanagala.
8. It will be tenderer's responsibility to maintain proper discipline and control among the person deployed by him within the premises of the Company.
9. There will not be any Employee Employer relationship between HLL Lifecare Ltd and the persons employed by tenderer for aforesaid work.
10. HLL Lifecare Ltd will not be liable for any accident happened to the labours deployed for passenger transportation vehicle while on work during the contract period. The tenderer has to buy personal accident insurance policy in respect of the employees deployed by him as per the Payment of Workmen compensation Act / ESI Act.
11. The company (HLL Lifecare Ltd) reserves the right to cancel the contract at any time during the contract period without paying any compensation and the decision of the HLL Lifecare Ltd with regard to termination of contractual provision will be final and the matter cannot be referred to the court.
12. In case of any damages caused to our property by tenderer / his men while executing the job, the cost of the same shall be recovered from the tenderer.
13. Tenderer should have valid PAN Number and GST Registration number, if required.

14. Payment will be made on monthly basis by Cheque / RTGS against your printed and serially number bill duly certified by HR department.
15. The rate should be valid till the completion of contract period.
16. No advance payment will be made.
17. In case of breakdown of vehicle during the journey the tenderer should arrange for replacement immediately and at his cost only. If the breakdown is on the road the Company reserves the right to engage another vehicle from other sources and additional financial commitment incurred will be recovered from the tenderer bill.
18. It is the responsibility of the tenderer with respect to any issue with Statutory authorities such as Police department, Check-post Authorities and RTO authorities etc.
19. Before the start of journey the tenderer should ensure the required quantity of fuel required for the complete journey. No advance shall be paid for filling the fuel.
20. Relevant documents/papers pertaining to the vehicle should be maintained in the vehicle during the journey period.
21. Tenderer is required to comply with all the applicable provisions of the Motor Vehicle Act & Rules and the Amendments from time to time.
22. On receipt of work order / PO, tenderer has to execute an agreement with the company in the prescribed manner and format.
23. On award of contract, Security Deposit (SD) @ 5% will be recovered from each bill. The SD amount will be returned without any interest by Cheque only after satisfactory completion of the Contract. Bank Guarantee of Nationalized Bank is also acceptable.
24. The management reserves the right to accept or reject any or all tenders or part thereof, without assigning any reason at any stage of tender / proposal or to negotiate with the lowest quoted party.
25. In case the party backs out from the commitment, their Security Deposit / EMD shall be forfeited followed by blacklisting.
26. The vehicles shall be provided for all the days including Sundays and holidays. However Management reserves the right to stop the bus services on any day and payment for the day will not be payable.
27. In the event of any dispute, the same shall be referred to the Unit Chief, HLL Kanagala. The decision of the Unit Chief shall be binding on all Tenderers / Tenderers.
28. The Validity of the tender can be extended for a further period of Two Years if services are satisfactory.
29. This Organization is ISO Certified under ISO 14001:2015 and ISO 45001:2018 standards. On award of the contract the Service Provider is required to follow the guidelines scrupulously of above standards in day to day activities.

30. Vehicle sent as replacement / Standby will also be subjected to inspection and approval.
31. Taxes and duties are to be borne by the tenderer only.
32. In case of accidents, the Agency will be solely responsible for the same. HLL will not enter into any litigation whatsoever under any circumstances.
33. The agency shall be responsible for all claims from third parties (including the staff of HLL) in the event of any accident. HLL will not be liable for any specific or consequential damages of any kind whatsoever.
34. The vehicles should be comprehensively insured. In case of any violation of statutory norms such as Insurance etc. HLL will be at liberty to prefer a full claim with the Tenderer.
35. The bus shall always carry mandatory spares viz., tool kit, fuses, tyre (spare wheel), spare plugs, fan belts, etc and should have adequate fuel. It will have necessary firefighting equipment also and fulfill all the requirements as per the RTO rules.
36. Payment to the Tenderer for the bus on monthly basis will be based upon the bill submitted by the tenderer. In case of deficiency of services like non-availability of vehicle in time for staff/ the authority may impose penalty to be deducted from the monthly bill of the tenderer. The decision of the Administration authority of HLL will be final and binding on the tenderer.
37. HLL reserves the right to terminate the contract by giving 30 days' notice and without assigning any reason whatsoever.
38. Bid should be complete in all respects and incomplete bids will be summarily rejected. No clarification will be taken by HLL in this regard.
39. The routes for the Bus movement shall be fixed by HLL and once the kilometer per trip will be fixed. Reduction / Increasing the number of stops or change of routes will be as decided by HLL.
40. HLL may issue valid passes to the employees / persons traveling in the bus. No other passengers should be allowed to travel in the bus. This should followed strictly by the tenderer
41. Contract will be awarded initially for a period of one year, which may be extended on satisfactory performance for second year.
42. Further the contract is likely to be extendable for a further period of Two Years if services are satisfactory.
43. Interested parties may visit HLL Office on any working day and understand the requirement in detail.
44. The total HLL Campus is 'NO SMOKING ZONE'. Smoking, chewing tobacco / pan masala, consuming liquor etc. is strictly prohibited inside the premises. Violation of the same shall attract a penalty up to Rs.5000/- for each instance. Such penalty shall be recovered from the tenderer's Bills.

LEGAL COMPLIANCE

- 1.** The Tenderer shall comply with all the provisions regarding licensing, welfare & health procedures, maintenance of various records & registers etc. as provided under the Contract Labour (Regulation & Abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Govt. from time to time. For non-compliance of any provisions, statutory compliances under law, the tenderer shall be responsible for penalties levied by the appropriate authorities under the Act. The tenderer shall also be liable to comply with all other labour & Industrial Laws and such other Act, payment of Bonus Act, Minimum Wages Act etc. Depositing ESI, PF Contributions as may be applicable is the responsibility of the tenderer for any default in compliance the tenderer shall be held responsible.
- 2.** The tenderer shall make good all damage/loss which may be caused by any act or default of the tenderer, his/her agents or servants or workers to any property of the Institute HLL reserves the option to make good the damage or loss by charging the tenderer with the expenses.
- 3.** Dispute if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole arbitrator to be appointed by HLL at Hukkeri Court as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under.
- 4.** Any Arbitrator appointed shall not have the jurisdictions to pass any interim awards, or to grant interest higher than 8% charged simply on the award amounts or amounts payable to either party. No dispute arising of the execution, implementation or termination of the present contract, as also any other dispute with respect to the present contract be entertained by any court and shall be subject matter of Arbitration under the Indian Arbitration and Conciliation Act, 1996 and rules framed there under.
- 5.** All legal disputes shall be subject to jurisdiction of Hukkeri court (Belagavi Dist. Karnataka) only.
- 6.** The tenderer shall submit duly signed undertaking enclosed with the tender document.
- 7.** Unless otherwise stipulated in the Tender Notification, conditional offers, alternative offers, multiple bids by a tenderer shall not be considered.
- 8.** Bids are liable to be rejected as nonresponsive if a Tenderer fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations
- 9.** Furnishes wrong and/ or misleading data, statement(s) etc., in such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.
- 10.** It is the responsibility of Service Providers to ensure the safety aspects of his/her employees deployed for the work. He/she should provide necessary safety equipment like Shoes, Gloves, and Mask etc. at his/her own cost to his/her employees deployed for the said work wherever necessary. The safety and quality policy of the Company shall be complied by the service provider.

11. This Organization is ISO Certified under ISO 14001:2015 and ISO 45001:2018 standards. On award of the contract the Service Provider is required to follow the guidelines scrupulously of above standards in day to day activities.

12. RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017 FOR BIDDERS FROM A COUNTRY SHARING LAND BORDER WITH INDIA.

Any bidder 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 order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of GFR) inclusive of the latest amendments issued by Ministry of Finance, GOI at Appendix of this bidding document. The bidder must comply with all provisions mentioned in this order. A self-declaration (as per format provided in Annexure 12) with respect to this order must be submitted.

13. INTEGRITY PACT

Pre-Contract Integrity Pact and Independent External Monitor

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre bid obligation and should be submitted along with the financial and technical bids. All the bidders are bound to comply with the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason. The email id of the Independent External Monitor for HLL is Email id - iemhll@lifecarehll.com.

14. PUBLIC PROCUREMENT (Preference to Make in India):

Pursuant to GFR Rule 153 (iii), preference will be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders / Notifications issued by concerned Nodal Ministry for specific Goods/Works/services.

15. All the disputes between the bidder and its labours / employees shall be resolved by the tenderer directly without making HLL as a party. Any loss / stoppage of work due to any reason by the labours / employees appointed by the bidder shall attract penalty to the bidder. HLL also reserves the right to recover from the tenderer, all the direct / indirect loss incurred to HLL due to stoppage of work by the labours / employees.

PRE-CONTRACT INTEGRITY PACT

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

Between

HLL 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

M/s _____ with office atrepresented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller"/Bidder 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 /Purchase Order No. 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 Bidder/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

- 1.1 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, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 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/ BIDDERS

- 2.** The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1** The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of 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.
 - 2.2** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of 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 favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - 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 HLL.
 - 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 HLL 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 HLL 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 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.
- 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 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.
- 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 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.

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 HLL.
- 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)/ Bidder(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.
- 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)/Bidders(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Bidders(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.

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

Clause.4. Equal treatment of all Bidders/Bidders/ Sub bidders

- 4.1** The Bidder(s)/ Bidder(s) undertake(s) to demand from his Sub bidders a commitment in conformity with this Integrity Pact.
- 4.2** HLL will enter into agreements with identical conditions as this one with all Bidders and Bidders.
- 4.3** 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

- 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 HLL 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 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.
 - iii.** 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 bidder 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 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.
 - 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 HLL, 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 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.
 - viii.** 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.
 - 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 HLL with the BIDDER, the same shall not be opened.
 - xi.** 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.
- 5.2** 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.

- 5.3** 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)

- 7.1** HLL 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 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 is applicable to subbidders engaged by the BIDDER. The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subbidder(s) with confidentiality.
- 7.7** HLL 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 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)/ Bidder(s)/Subbidder(s)

If HLL obtains knowledge of conduct of a Bidder, Bidder or Subbidder, or of an employee or a representative or an associate of a Bidder, Bidder or Subbidder 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 / Belagavi (Belgaum) Jurisdiction as the case may be.

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 Bidder/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the 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

- 13.1** Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.2** If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.3** Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

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

HLL

Sign:

Name:

Designation

Witness

1.....

2.....

BIDDER

Sign:

Name:

Designation

Witness

1.....

2.....

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

UNDERTAKING
(To be attached with Price Bid Form)

I, Shri/Smt. _____

R/o

_____ hereby solemnly agree to abide by the Terms and Conditions and the rates enumerated above. Any breach of the Clause/Clauses will render my contract null and void. I have understood completely about this tender document and the terms and conditions therein.

Dated

Signature of the Tenderer

Witness No. 1

(Name and full address)

Witness No. 2

(Name and full address)

I accept the above condition
(Full signature of the Tenderer with seal of the Agency)

TENDERER DETAILS FORM
(If required separate sheet can be enclosed)
(To be attached with Price Bid Form)

Sl.No	Subject	Details
1	Name of Tenderer	
2	Address of Tenderer / Contact Number / Mobile number / E-mail id	
3	Experience / work completion certificate	Yes / No (Copy to be uploaded)
4	PAN/GST Number	Yes / No (Copy to be uploaded)
5	Turn over details for last 02 Years issued by approved Chartered Accountants.	Yes / No (Copy to be uploaded)
6	Banker Details	Yes / No (Copy to be uploaded)
7	Are you ready to follow the terms and conditions of tender notification?	Yes / No

घोषणापत्र D E C L A R A T I O N

I / we confirm having read and understood all the specifications, instruction, forms, terms and conditions and all relevant information regarding the above Tender and agree to abide by all without any deviation from what are stated above.

स्थान Place:

दिनांक Date:

निविदाकर्ता के हस्ताक्षर एवं मुहर
Signature of Tenderer along with seal

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD
(On Bidders Letter head)**

Bid Security Declaration Form

Date: _____ Tender No. _____

To,

(Insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid. Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration) Name: (insert complete name of person signing he Bid Securing Declaration).

Duly authorized to sign the bid for an on behalf of
(Insert complete name of Bidder)

Dated on _____ day of _____

(Insert date of signing)

Corporate Seal (where appropriate)

**HLL Lifecare Limited Kanagala
Technical Bid Form**

S.No.	Particulars	Details
01	Name and Address of the transport Agency	
02	Telephone, Mobile number / email address agency and contact person	
03	Please state whether the agency is Registered Co./Proprietary/Society/ or Registered under Shops & Establishment Act. Please enclose copy of registration accordingly	
04	Experience (years in the field of Transport / Travel	
05	Nature of any other Business carried by your Company / Organization / Agency	
06	Location of the main office from where the buses are monitored	
07	Details of vehicle owned by you / your company Make year /Models/Registration No.	
08	Details of any other information / document which may help HLL in assessing tenderers capabilities for award of contract	
09	Details of Demand Draft/P.O enclosed. P.O / DD No. Date Bank Name / Address Amount (Rs)	
10	Documents related to vehicle should be uploaded	Updated R C Book copy Valid Insurance Copy Emission test copy Passenger vehicle related required documents Latest Fitness certificate Required permits

Signature and Seal of the tenderer

**Date
Place**

Documents related to vehicle should be uploaded

भारत सरकार का उद्यम A GOVT. OF INDIA ENTERPRISE
कणगला KANAGALA – 591225, बेलगावि जिला BELAGAVI DIST.

कीमत बोली फॉर्म PRICE BID FORM

Work: Providing Passenger Vehicle having – 17 / 26 / 32 / 40) seater capacity Two
Vehicle for 24 Hours Service (Nipani / Sankeshwar to HLL Kanagala and back)

Sl. No.	Details	Reg. No. / year of registration	Rate per kilometre (inclusive all)
1	Passenger vehicle having 17 seat capacity		
2	Passenger vehicle having 26 seat capacity		
3	Passenger vehicle having 32 seat capacity		
4	Passenger vehicle having 40 seat capacity		

(To be uploaded signed and scanned copy at the GeM portal)

Date:

Signature and seal of the tenderer:

Name and Address of the tenderer:
