



THE HANDICRAFTS & HANDLOOMS EXPORTS CORPORATION OF INDIA LIMITED,
(A Government of India Undertaking , under the Ministry of Textiles)
Corporate Office , A-2, Sect-2, Udyog Marg, Gautam Buddha Nager,
Noida- 201301, UP

TENDER OF TECHNICAL SUBSTATION MANPOWER OUTSOURCED AGENCY

At Noida Factory, Technical manpower for maintenance of sub-station & Electrical system consisting of LT&HT. Operation of 2 breakers of 1000 Amp, main transformer maintenance (630) KVA),PT panel maintenance & operation of 1 Generator sets of 75 KVA on following terms& Conditions:-

1. Period of one year, 24 hours duty.
2. Payment of Monthly basis
3. No overtime or any advance will be paid
4. The Electricians posted in HHEC should be well qualified (ITI) having enough experience in this field having C or B Certificate,
5. You will strictly abide by the statutory rules/laws in force, such as Workman's compensation Act, Minimum Wages Acts, CPF Act/Gratuity Acts, ESI.
6. You will provide services on all working days including holidays day and night for which no overtime allowance will be payable in this Corporation.
7. Taxes: Income Tax/Works Contract tax(WCT) deductions will be made from all payment made to the CEL as per rules and regulation in force in accordance with the Income Tax Act and UP WCT act prevailing from time to time

Interested parties may send their quotations to Deputy Manager, (HR&Admin) HHEC of India Ltd, A-2, Sector 2, Noida-201301 (Tel. No 0120-2539156) within 15 days from date of issue of this Notice, along with requisite document as prescribed in tender document,

THE HANDICRAFTS & HANDLOOMS EXPORT CORPORATION OF INDIA LTD.
HEAD OFFICE, DELHI

Tender Notification No. 01/2021

Date: 09.02.2021

TENDER DOCUMENT

" At Noida Factory, Technical manpower for maintenance of sub-station & Electrical system consisting of LT&HT. Operation of 2 breakers of 1000 Amp, main transformer maintenance (630) KVA),PT panel maintenance & operation of 1 Generator sets of 75 KVA.

1. Cost of Tender Document	Nil
2. Date of publication of tender document	09-02-2021 (4:00 PM)
3. Last Date and time for submission of Tender	24-02-2021 (4:00 PM)
4. Date, Time and Place of Opening of Tender (only Technical Bid)	25-02-2021 (3:00 PM) Jawahar Vyapar Bhawan Annexe, 1, Tolestoy Marg, New Delhi PINCODE-110001.
5. Security Deposit after award of work	50,000/-
6. Date and time for opening of Price /Financial Bid	Date and time will be intimated to the qualified bidders separately.
7. Validity of tenders	90 days from the date of opening of tenders

THE HANDICRAFTS & HANDLOOMS EXPORT CORPORATION OF INDIA LTD.
Registered Office : Jawahar Vyapar Bhawan Annexe, 1, Tolstoy Marg, New Delhi
PINCODE- 110001
Phone : 011-23701016, 23701086. E-mail: admin@hhecworld.in

TENDER DOCUMENTS

Ref No: **01/2020**

Name of Work	" At Noida Factory, Technical manpower for maintenance of sub-station & Electrical system consisting of LT&HT. Operation of 2 breakers of 1000 Amp, main transformer maintenance (630) KVA),PT panel maintenance & operation of 1 Generator sets of 75 KVA.
--------------	---

CONTENTS

S. No.	Description	Page No.
a	Notice Inviting Tender	3-4
b	Details o f Tender	5
c	Terms & Conditions	6-10
d	Declaration about fraud and corrupt practices(Annexure-III)	11
e	Declaration by the tenderer	12
f	Acceptance certificate by the tenderer	13
g	Details o f the Contracts	14
h	INTEGRATY PACT (Annexure-1)	15-18

THE HANDICRAFTS & HANDLOOMS EXPORT CORPORATION OF INDIA LTD.
HEAD OFFICE, DELHI

Ref. No : 01/2021

Date: 09.02.2021

Tender Notification No. 01/2021

" At Noida Factory, Technical manpower for maintenance of sub-station & Electrical system consisting of LT&HT. Operation of 2 breakers of 1000 Amp, main transformer maintenance (630) KVA),PT panel maintenance & operation of 1 Generator sets of 75 KVA

.Sealed tenders are invited by the Dy. Manager(HR) HHEC of India Ltd., New Delhi from the registered / eligible bidders who have fulfilled the eligibility criteria as prescribed below under the heading of "eligibility criteria of the bidder" for following work at HHEC of India Ltd.. New Delhi. The prospective tenderers may satisfy themselves about the requirement by visiting HHEC of India Ltd., A-2, Sector-2 Udyog Marg Goutam Budhh Marg , Noida , on any working day between 10.00 a.m. & 4.00 p.m. before submitting their tender.

Name of Work : " At Noida Factory, Technical manpower for maintenance of sub-station & Electrical system consisting of LT&HT. Operation of 2 breakers of 1000 Amp, main transformer maintenance (630) KVA),PT panel maintenance & operation of 1 Generator sets of 75 KVA

The advertisement and detailed tender documents are also available on **HHEC of India Ltd.** website: [\\www.hhecworld.in](http://www.hhecworld.in) .

Eligibility criteria of the bidder: The Contractors/Society/Trust/Organizations have to meet the following eligibility criteria for submitting their tender:-

- (a) Possess valid Labour License issued by the Labour Commissioner or carried out similar work after obtaining license from the appropriate authority.
- (b) Registered with EPF. ESI and GST Authorities.
- (c) Minimum experience of two years of executing similar contract in Government(Central State) establishments/Public sector undertakings (Central/State) R&D institutions Private sectors/other similar organizations.

The bid should be properly sealed and signed and envelopes should be put in a bigger envelope super-scribed as "At Noida Factory, Technical manpower for maintenance of sub-station & Electrical system consisting of LT&HT. Operation of 2 breakers of 1000 Amp, main transformer maintenance (630) KVA),PT panel maintenance & operation of 1 Generator sets of 75 KVA" with due last date & time of Bid submission, duly sealed and addressed so as to reach the Deputy Manager(HR), **HHEC of India Ltd., Jawahar Vyapar Bhawan Annexe, 1, Tolstoy Marg, New Delhi – 110001**

The Deputy Manager(HR), **HHEC of India Ltd.**, reserves the right to accept or reject any or all the Tenders either in full or part thereof without assigning any reasons whatsoever, and his decision on all matters in this regard shall be final and binding. Tenders received after scheduled date and time will not be considered.

THE HANDICRAFTS & HANDLOOMS EXPORT CORPORATION OF INDIA LTD.

HEAD OFFICE, DELHI

Ref. No : 1/2021

Date:

DETAILS OF TENDER

Comprises of the following:-

- (i) Tender documents. (Signed by the Tenderer on each page)
- (ii) Self-attested copy of registration certificate issued by the appropriate authority.
- (iii) Self-attested copy of labour license under Contract Labour (Regulation & Abolition) Act, 1970 regarding previous contract for one year.
- (iv) Self attested copy of valid GST registration certificate.
- (v) Self-attested copy of registration under EPF.
- (vi) Self attested copy of registration under ESI
- (vii) In case of a company, the attested copy of registration under Companies Act., 2013 as applicable or in case of Trust/Society/Organization, the self attested copies of registration as required under the law.
- (viii) Customers' satisfaction proof.
- (ix) Declaration About Fraud and Corrupt Practices
- (x) EMD of Rs.50000/- (Rupees Fifty Thousand only) by way of **NEFT/RTGS**, in favour of **HHEC of India Ltd., New Delhi.**
- (xi) An undertaking that the Proprietorship/firms/Company has not been blacklisted by any Government Department / Autonomous bodies / CPSEs /institutes as on the date of submission of the bid.
- (xii) All these documents are to be returned, duly signed by the Tenderer on each page, while submitting the officer.

THE HANDICRAFTS & HANDLOOMS EXPORT CORPORATION OF INDIA LTD.
HEAD OFFICE, DELHI

TERMS & CONDITIONS FOR AWARD OF WORK

1.0 SCOPE OF WORK

The contractor shall provide Category of Man-power (i.e. Skilled) to HHEC of India Ltd., New Delhi as per the requirement from time to time. The number of Man-power required will vary from time to time depending on the need by the HHEC of India Ltd., New Delhi. Before submitting the tender papers, the tenderer should inspect the site/location, nature of work, working condition and movement of laborer etc. No claim whatsoever will be entertained for any alleged ignorance or otherwise under any circumstances after the award of the contract.

2.0 DURATION

The duration of the contract shall be initially for a period of one year. The contract can be extended on the same rate and existing terms & conditions as are mutually agreed upon. The HHEC of India Ltd., New Delhi will have the right to terminate the contract at any time without assigning any reasons. However, the first three months will be treated as trial period and if the performance is found satisfactory during the period, the contract will be firmed up for one years including the first three months of trial period, otherwise the same will be terminated without any notice.

3.0 QUOTATION

3.1 While quoting the amount, the Contractor must keep in view as follows:-

3.2 The HHEC of India Ltd., shall reimburse the amount of GST. if any paid by the contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of original deposit of the same. All the provision of the GST rules as applicable is to be complied by the contractor.

3.3 All required items for the work will be provided by the HHEC of India Ltd., New Delhi. Contractor has to arrange only workers of different categories depending upon the nature of work.

3.4 Payment on account of enhancement/escalation charges due to revision in wages by the appropriate Authority from time to time shall be payable by the HHEC of India Ltd., to the contractor on the basis of documentary evidence .

3.5 The Tenderer must ensure that the wages to be paid to the different category of workers should be one fixed by the State Government and as amended from time to time applicable to State-wise and if any bidder quoting less than the minimum wages as applicable shall be disqualified at the stage of evaluation.

3.6 The Contractor shall be liable for payment of minimum wages to their personnel. He shall issue wage slip every month to each contract worker deployed by him. He shall also be responsible for remittance of GST, EPF, ESI and any other statutory payments on behalf of the personnel deployed by him to the appropriate authority. The monthly reimbursement towards GST. EPF & ESI in respect of workers deployed at HHEC of India Ltd., will be paid to the

contractor after proof of depositing the same before the appropriate authority. The proof of deposit in this regard should be in respect of the workers deployed at HHEC of India Ltd., and should not be clubbed together with other departments /organizations where the contractor is having similar contracts. The contractor should produce the original challans for verification regarding GST, EPF & ESI reimbursement. The contractor should also submit copies of electronic returns as submitted for EPF & ESI through online.

4.0 INCOME TAX

Income Tax at applicable rate will be deducted from the total sum paid against the monthly bill of the Contractor and any other arrear dues paid separately.

5.0 PERFORMANCE SECURITY

5.1. The successful contractor who will be awarded the contract has to furnish a Bank Guarantee or Fixed Deposit Receipt amounting Rs.50,000/- (Rupees Fifty Thousand Only) in favour of HHEC of India Ltd., New Delhi within 7 days from the date of issue of award letter as Performance Security.

6.0 INDEMNIFICATION

6.1 The contractor shall keep the HHEC of India Ltd., New Delhi indemnified against all claims whatsoever in respect of the employee deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case HHEC is made party and is supposed to contest the case, the HHEC of India Ltd., will be reimbursed by the Contractor the actual expenses incurred towards Counsel fee and other expenses, and the contractor shall pay it in advance to HHEC of India Ltd., New Delhi on demand. Further, the contractor shall ensure that no financial or any other liability comes on HHEC of India Ltd., New Delhi in this respect and shall keep HHEC of India Ltd., indemnified.

6.2 The contractor shall further keep the HHEC of India Ltd., indemnified against any loss to the HHEC of India Ltd., property and assets. The HHEC of India Ltd., shall have further right to adjust and/or deduct any o f the amounts as aforesaid from the payments due to the contractor under this contract.

7.0 AGREEMENT

7.1 'An Agreement' for the contract is to be signed by the contractor before commencement of the work. The Earnest money shall be forfeited if the contractor fails to execute the agreement within the specified period as per the letter of award and start work accordingly.

8.0 CONTRACTORS OBLIGATIONS

8.1 On demand by the HHEC of India Ltd., , the Outsourcing Agency shall submit the eligible nominations along with Curriculum Vitae and other supporting documents relating to educational qualifications.

8.2 The Outsourcing Agency shall issue appointment letter at the time of initial appointment as well as letter for renewal of contract to the outsourced employees.

8.3 The Outsourcing Agency shall ensure that the personal engaged are strictly as per the requirement of the HHEC of India Ltd., They will not insist or make any demand for relaxation of guidelines.

8.4 The Outsourcing Agency shall ensure the verification of character antecedents of the selected candidate by police and submit a certificate to this effect to the HHEC.

8.5 The Outsourcing Agency shall issue an ID card to all the outsourced employees.

8.6 He shall maintain all records of the workers deployed by him in the HHEC of India Ltd, as required under various Labour Laws and the HHEC of India Ltd., will have no responsibility in this regard. The contractor should have own code number under EPF,ESI Act and the amount recovered on this account is required to be deposited with the respective authorities by the contractor every month as required under law of the labour.

8.7 The persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of 'Employer' and "Employee" between the said persons and the HHEC of India Ltd., shall accrue/arise implicitly or explicitly.

8.8 In case, any of the persons so deployed by the contractor documents not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the HHEC of India Ltd., in this respect. Further, the contractor shall immediately replace the said person on demand of the HHEC of India Ltd., in case of any of the aforesaid acts.

8.9 The contractor shall ensure that the persons are punctual and disciplined in performance of their duties. It is further agreed that he shall engage medically and physically fit persons and strictly as per the eligibility criteria laid down for each category.

8.10 The Contractor shall at his own cost, if required, take necessary insurance cover in respect of the persons employed for the aforesaid services to HHEC of India Ltd., and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, **1970**; Employees State Insurance Act: Workman's Compensation Act, **1923**; Payment of Wages Act, **1936**; The Employees Provident Fund (and Miscellaneous Provisions) Act **1952**; The Payment of Bonus Act, **1965**; The Minimum Wages Act. **1948**; Employer's Liability Act, **1938**; Employment of Children Act, **1938** and/or any other 9.12 Rules/regulations and/or statutes that may be applicable to them and shall further keep the HHEC of India Ltd., indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules

framed under any of these, HHEC of India Ltd., shall be entitled to recover any such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from his quarterly payments.

8.11 The contractor shall submit the proof for depositing 'paying the amount of contribution claimed by him on account of ESI, EPF & Bonus towards the persons deployed at HHEC of India Ltd., premises in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI, EPF & Bonus contribution will be withheld till submission of required documents.

8.12 The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of life and property of HHEC of India Ltd.

8.13 The contractor shall deploy his persons in such a way that they may get weekly rest. The working hours/leave for them do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. The monthly wages of the workers as engaged by the contractor will not exceed 26 days in a month as per the provision of the applicable laws. There should not be any payment of overtime. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall (without prejudice to any other liability) pay to the HHEC of India Ltd., a sum as may be claimed by thereof.

8.14 He shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at HHEC of India Ltd., in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents. The HHEC of India Ltd., will reimburse employer's share of EPF and ESI every month as permissible under the provision of the respective acts as amended from time to time. The HHEC of India Ltd., will pay wages (at prescribed minimum rate) & service charge based on the proof of making the wage payment to the workers and will also reimburse the EPF (Employer's share), ESI and GST at the minimum prescribed rate. No other payment will be paid to the contractor.

8.15 The Contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rule 1950 framed there-under, as amended from time to time. The Contractor shall pay monthly wages to his workers at not below the rate of minimum wages fixed by the Central Government or the State Government whichever is higher.

8.16 The Outsourcing Agency shall make payment of monthly remuneration through ECS by 07th of every month and submit the proof of remittance along with bill to the HHEC..

9.0 PENALTIES/LIABILITIES

The contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the Performance Security will be forfeited and further the work may be got done from another agency at their risk and cost. In case, the contractor violates any of the terms and conditions of the agreement or commits any fault or their services are not to the entire satisfaction of the officer authorized by the Management of the HHEC of India Ltd., on his behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount & bill for a particular month will be imposed. The Performance Security shall be liable to be forfeited or appropriated or invoked in the event of unsatisfactory performance of the contractor and/or loss/damage if any, sustained by the HHEC of India Ltd., on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

9.1 During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period.

9.2 It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for the HHEC of India Ltd.

10.0 TERMINATION OF CONTRACT:-

10.1 The contract shall be terminated on any of the following contingencies

1. on the expiry of the contract period as stated above;
2. By giving one month's notice by HHEC of India Ltd., on account of :
 - i) committing breach by the Contractor of any of the terms and conditions of this agreement;
 - ii) assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the HHEC of India Ltd., New Delhi.
 - iii) On contractor being declared insolvent by the Court of Law'.

11. 0 VALIDITY OF TENDER

Tenders submitted by the Contractor shall remain valid for **90** days from the date of opening for the purpose of acceptance and award of work and validity beyond 30 days from the date of opening shall be by mutual consent.

The HHEC of India Ltd., is not bound to accept the lowest tender or any other tender and reserves to himself the right of accepting the whole or any part of the tender without assigning any reasons and the Tenderer shall be bound to comply with the same at the rates quoted.

Canvassing in any form in connection with the tender is prohibited and the tenders submitted by the contractor/s who resort to canvassing, are liable for rejection.

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that::

a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and

b) We have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

e) We certify that, we are remitting statutory dues/ taxes regularly to Government and no default was made in this regard.

f) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature

Name & Designation with office Seal

DECLARATION

I, _____ Son / Daughter / Wife of
Shri _____ Proprietor/Director, authorized
signatory of the Service Provider, mentioned above, is competent to sign this declaration and
execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake
to abide by them;

3. The information / documents furnished along with the above application are true and authentic
to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of
any false information/ fabricated document would lead to rejection of my tender at any stage
besides liabilities towards prosecution under appropriate law.

Date:
Place:

Signature of authorized person

Full Name:
Seal:

THE HANDICRAFTS & HANDLOOMS EXPORT CORPORATION OF INDIA LTD.
HEAD OFFICE, DELHI

ACCEPTANCE CERTIFICATE

I, _____(Name o f the contractor) or

M/s. _____

have read and accepted all the guidelines, terms and conditions for providing the job contract services at At Noida Factory, Technical manpower for maintenance of sub-station & Electrical system consisting of LT&HT. Operation of 2 breakers of 1000 Amp, main transformer maintenance (630) KVA),PT panel maintenance & operation of 1 Generator sets of 75 KVA

Dated:

(Signature of the Contractor with Rubber Stamp)

THE HANDICRAFTS & HANDLOOMS EXPORT CORPORATION OF INDIA LTD.
HEAD OFFICE, DELHI

DETAILS OF THE CONTRACTS UNDERTAKEN BY THE CONTRACTOR AGENCY

A	B	C	D	E	F	G	
Name of the Contractor/ Agency	Date of starting of the work by The Contractor/ Agency	No. of years Completed till date	No. of contracts Completed during last two Financial years (Only Manpower Contract)	Description of the Contracts Completed during last two Financial years (Only Manpower Contract)	Whether completed successfully*	Annual work value Turnover during last two financial years.	
						<u>2018-19</u>	<u>2019-20</u>

***Satisfactory completion of work signed by Head of Officer must be attached.**

I hereby declare that the above statement is correct to the best of my knowledge. Further, I understand that during verification of documents, if any statement/above information is found incorrect, I shall forfeit any claim for bid.

SIGNATURE OF TENDERER WITH DATE & SEAL

NAME _____

ADDRESS _____

ANNEXURE -1

INTEGRITY PACT

Between

HHEC LTD, hereinafter, referred to as "HHEC",

and

.....hereinafter referred to as "The Vendor/Service Provider/Buyer"

Preamble

WHREAS, HHEC is acting as an agent for the purpose of disposal/sale/booking/procurement of various commodities;

And

WHEREAS, HHEC values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Principals.

In pursuance, thereto, the following clauses of the Integrity Pact will be applicable and this document shall be deemed to be an integral part of the Agency Agreement between us.

In order to achieve this goal, HHEC may seek cooperation of the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, HHEC may appoint an external independent Monitor who will monitor the tender/auction/e-auction/e-sale/e-booking process and the execution of the contract for compliance with the principles mentioned above.

Section - 1 Commitments of HHEC

HHEC commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a) No employee of HHEC, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) HHEC will, during the tender/auction/e-auction/e-sale/e-booking process, provide to all Buyer(s)/Vendor(s) the same information and will not provide to any Buyer/Vendor confidential/additional information through which the Buyer/Vendor could obtain an advantage in relation to the tender/auction/e-auction/e-sale/e-booking process or the contract execution.
- c) HHEC will exclude from the process all known prejudiced persons.

If HHEC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, HHEC will inform its Vigilance Office and in addition can initiate disciplinary actions

Section - 2 Commitments of the Buyer/Vendor

The Buyer/Vendor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/e-booking/e-procurement process and during the contract execution.

- i) The Buyer/Vendor will not, directly or through any other person or firm, offer, promise or give to HHEC, to any of HHEC's employees involved in the tender/auction/e-auction/e-sale/e-booking process or the execution of the contract or any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
- ii) The Buyer/Vendor will not enter with other Buyer(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness.
- iii) The Buyer/Vendor will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Buyer/Vendor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by HHEC as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.
- iv) The Buyer/Vendor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- v) The Buyer/Vendor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section - 3 Disqualification from tender process and exclusion from future contracts

If the Buyer, before contract award, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as Buyer into question, HHEC is entitled to disqualify the Buyer from the tender/auction/e-auction/e-sale/e-booking process or to terminate the contract, if already signed, for such reason.

- i) If the Buyer/Vendor has committed a serious transgression through a violation of Section 2 above such as to put his reliability or credibility into question, HHEC is entitled also to exclude the Buyer/Vendor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- ii) If the Buyer/Vendor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, HHEC may revoke the exclusion prematurely.

- iii) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section - 4 Compensation for Damages

1. If HHEC has disqualified the Buyer from the tender/auction/e-auction/e-sale/e-booking process prior to the award according to Section 3 above, HHEC is entitled to demand from the Buyer liquidated damages equivalent to 3% of the value of the offer.
2. If HHEC has terminated the contract according to Section 3, or if HHEC is entitled to terminate the contract according to Section 3, HHEC shall be entitled to demand from the Vendor liquidated damages equivalent to 5% of the contract value.
3. If the Buyer/Vendor can prove that the exclusion of the Buyer from the tender/auction/e-auction/e-sale/e-booking process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Buyer/Vendor has to compensate only the damage in the amount proved. If HHEC can prove that the amount of the damage caused by the disqualification of the Buyer before contract award or the termination of the contract after contract award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of damages.

Section - 5 Previous Transgression

1. The Buyer declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Buyer makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section - 6 Equal treatment of all Buyer(s)/Vendor(s)

1. The Buyer/Vendor undertakes to demand from all subcontractor(s) a commitment consistent with this Integrity Pact, and to submit it to HHEC before contract signing.
2. HHEC will enter into agreements with identical conditions as this one with all Buyer(s), Vendor(s).
3. HHEC will disqualify from the tender process all Buyer(s) who do not sign this Pact or violate its provisions.

Section - 7 Criminal Charges against violating Buyer(s)/Vendor(s)

If HHEC obtains knowledge of conduct of a Buyer, Vendor or of an employee or a representative or an associate of a Buyer, Vendor which constitutes corruption, or if HHEC has substantive suspicion in this regard, HHEC will inform the Vigilance Office.

Section - 8 External Independent Monitor

1. HHEC may appoint competent and credible External Independent Monitor for this Pact. In such case the task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of HHEC.

3. The Monitor has the right of access without restriction to all Project documentation of HHEC. The Vendor will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation.

The Monitor is under contractual obligation to treat the information and documents of the Buyer/Vendor with confidentiality.

4. HHEC will provide to the Monitor sufficient information about all meetings among the parties related to the project provided as meetings could have an impact on the contractual

relations between HHEC and the Vendor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of HHEC and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard subject non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will regularly submit a written report to the Chairperson of the Board of HHEC and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section - 9 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the respective contract, and for all other Buyers' 6 months after the contract has been awarded.

Section - 10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of HHEC.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. 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.

For HHEC
Place : _____
Date : _____

For Buyer/Vendor
Witness 1 : _____
Witness 2 : _____

