

## **NOTICE INVITING APPLICATION FOR EMPANELMENT OF CONTRACTORS**

(To be evaluated biannually)

Categories for which empanelment is proposed

- I. **CONTRACTORS FOR CIVIL & COMPOSITE WORKS INCLUDING NON –MEDICAL EQUIPMENT & SERVICES ETC. FOR HOSPITAL/HEALTHCARE PROJECTS**
- II. **CONTRACTORS FOR CIVIL & COMPOSITE WORKS INCLUDING EQUIPMENT & SERVICES ETC. ON ENGINEERING PROCUREMENT & CONSTRUCTION (EPC) MODE FOR HOSPITAL/HEALTHCARE PROJECTS**
- III. **CONTRACTORS FOR CIVIL & COMPOSITE WORKS INCLUDING EQUIPMENT & SERVICES ETC. FOR INSTITUTIONAL BUILDING PROJECTS**
- IV. **CONTRACTORS FOR CIVIL WORKS**
- V. **CONTRACTORS FOR INTERIOR WORKS**
- VI. **CONTRACTORS FOR PRE ENGINEERED BUILDING WORKS**
- VII. **CONTRACTORS FOR ELECTRICAL WORKS**
- VIII. **CONTRACTORS FOR FIRE FIGHTING WORKS**
- IX. **CONTRACTORS FOR LIFT WORKS**
- X. **CONTRACTORS FOR HVAC WORKS**

**Last date of submission 15.12.2016**



HLL INFRA TECH SERVICES LIMITED  
(A Fully owned Subsidiary of HLL Lifecare Limited)  
Government of India Enterprise  
“Adarsh”, T.C 6/1718(1), Vettamukku, Thirumala PO,  
Thiruvananthapuram- 695006  
[www.lifecarehll.com](http://www.lifecarehll.com)

**APPLICATION FOR EMPANELMENT OF CONTRACTORS  
(Dec 2016)**

**I N D E X**

| <b>S.NO</b> | <b>DESCRIPTION</b>  | <b>SECTION</b> | <b>PAGE NOS.</b> |
|-------------|---|----------------|------------------|
| <b>01</b>   | DETAILED NOTICE FOR EMPANELMENT   | Section - 1    | 3 - 8            |
| <b>02</b>   | INFORMATION & INSTRUCTIONS FOR APPLICANTS   | Section - 2    | 9– 28            |
| <b>03</b>   | PROFORMA FOR SEEKING INFORMATION & DETAILS OF APPLICANTS (FORMS 'A' TO 'M'), INTEGRITY PACT & LETTER OF TRANSMITTAL | Section - 3    | 29 – 70          |

**SCHEDULE FOR SUBMISSION**

EOI document live in our web site and keep the receipt of the applications open at all times. However it is proposed to evaluate the documents only twice in a year, once in June and other in December and add the newly enlisted bidders to the existing list.

The tender documents may be downloaded from the HLL web site [www.lifecarehll.com](http://www.lifecarehll.com) and Central Public Procurement Portal.

The enlistment application should be submitted before the due date and time of submission at the following address.

**Deputy Vice President (Technical),**

**HLL Lifecare Limited,**

**Infrastructure Development Division,**

**"Adarsh", T.C 6/1718(1),**

**Vettamukku, Thirumala PO,**

**Thiruvananthapuram - 695 006**

**Phone - 0471 2365873/ 872**

**Fax - 0471 2368144**

**SECTION – 1**  
**DETAILED NOTICE**  
**FOR**  
**EMPANELMENT OF CONTRACTORS**



### NOTICE INVITING APPLICATIONS FOR EMPANELMENT OF CONTRACTORS

HLL INFRA TECH SERVICES LIMITED (HITES) a fully owned subsidiary of HLL Lifecare Limited, a Government of India Enterprise invites applications from reputed, experienced and Indian contractors / firms for Empanelment on “All India Basis” for the following categories & Classes:-

**CategoryI: - Civil & Composite works including non Medical Equipment & Services etc. for Hospitals/Healthcare Projects**

| S.No | Class  | Financial limit  |
|------|--------|--|
| 1.   | A (HC) | Project with Estimated Cost above Rs.400 Crores                        |
| 2.   | B(HC)  | Project with Estimated cost above Rs. 200 Crores & upto Rs. 400 Crores |
| 3.   | C(HC)  | Project with Estimated cost above Rs. 100 Crores & upto Rs. 200 Crores |
| 4.   | D(HC)  | Project with Estimated cost above Rs. 50 Crores & upto Rs. 100 Crores  |
| 5.   | E(HC)  | Project with Estimated Cost above Rs. 25 Crores & upto Rs. 50 Crores   |
| 6.   | F(HC)  | Project with Estimated Cost above Rs. 10 Crores & upto Rs. 25 Crores   |
| 7.   | G(HC)  | Project with Estimated Cost above Rs. 5 Crores & upto Rs. 10 Crores    |
| 8.   | H(HC)  | Project with Estimated Cost upto Rs. 5 Crores                          |

**CategoryII: - Civil & Composite Works Including Equipment & Services etc. on Engineering Procurement & Construction (EPC) Mode for Hospital/Healthcare Projects**

| S.No | Class   | Financial limit  |
|------|---------|--|
| 1.   | A (EPC) | Project with Estimated Cost above Rs.400 Crores                        |
| 2.   | B (EPC) | Project with Estimated cost above Rs. 200 Crores & upto Rs. 400 Crores |
| 3.   | C (EPC) | Project with Estimated cost above Rs. 100 Crores & upto Rs. 200 Crores |
| 4.   | D (EPC) | Project with Estimated cost above Rs. 50 Crores & upto Rs. 100 Crores  |

**CategoryIII - Civil Works & Composite works including Equipment & Services etc. for Institutional Building Projects**

| S.No | Class  | Financial limit  |
|------|--------|--|
| 1.   | A (IB) | Project with Estimated Cost above Rs.400 Crores                        |
| 2.   | B (IB) | Project with Estimated cost above Rs. 200 Crores & upto Rs. 400 Crores |
| 3.   | C (IB) | Project with Estimated cost above Rs. 100 Crores & upto Rs. 200 Crores |
| 4.   | D (IB) | Project with Estimated cost above Rs. 50 Crores & upto Rs. 100 Crores  |

|    |        |  |
|----|--------|--|
| 5. | E (IB) | Project with Estimated Cost above Rs. 25 Crores & upto Rs. 50 Crores |
| 6. | F (IB) | Project with Estimated Cost above Rs. 10 Crores & upto Rs. 25 Crores |
| 7. | G (IB) | Project with Estimated Cost above Rs. 5 Crores & upto Rs. 10 Crores  |
| 8. | H (IB) | Project with Estimated Cost uptoRs. 5 Crores                         |

#### Category IV - Civil Works

| S.No | Class  | Financial limit   |
|------|--------|---|
| 1.   | A (CW) | Project with Estimated Cost above Rs.400 Crores                       |
| 2.   | B (CW) | Project with Estimated cost above Rs. 200 Crores &upto Rs. 400 Crores |
| 3.   | C (CW) | Project with Estimated cost above Rs. 100 Crores &upto Rs. 200 Crores |
| 4.   | D (CW) | Project with Estimated cost above Rs. 50 Crores &upto Rs. 100 Crores  |
| 5.   | E (CW) | Project with Estimated Cost above Rs. 25 Crores &uptoRs. 50 Crores    |
| 6.   | F (CW) | Project with Estimated Cost above Rs. 10 Crores & uptoRs. 25 Crores   |
| 7.   | G (CW) | Project with Estimated Cost above Rs. 5 Crores &uptoRs. 10 Crores     |
| 8.   | H (CW) | Project with Estimated Cost uptoRs. 5 Crores                          |

#### Category V: - Interior Works

| S.No. | Class  | Financial limit   |
|-------|--------|---|
| 1.    | A (IW) | Project with Estimated Cost above Rs. 5 Crores                  |
| 2.    | B (IW) | Project with Estimated Cost above Rs. 3 Crores &upto 5 Crores   |
| 3.    | C (IW) | Project with Estimated Cost above Rs. 1 Crore &upto 3 Crores    |
| 4.    | D (IW) | Project with Estimated Cost above Rs. 50 lakhs &uptoRs. 1 Crore |
| 5.    | E(IW)  | Project with Estimated Cost upto Rs. 50 lakhs                   |

#### Category VI: - Pre-engineered building works

| S.No. | Class   | Financial limit   |
|-------|---------|---|
| 1.    | A (PBW) | Project with Estimated Cost above Rs. 5 Crores                  |
| 2.    | B (PBW) | Project with Estimated Cost above Rs. 3 Crores &upto 5 Crores   |
| 3.    | C (PBW) | Project with Estimated Cost above Rs. 1 Crore & upto 3 Crores   |
| 4.    | D (PBW) | Project with Estimated Cost above Rs. 50 lakhs &uptoRs. 1 Crore |
| 5.    | E(PBW)  | Project with Estimated Cost upto Rs. 50 lakhs                   |

**CategoryVII: - Electrical Works**

| S.No. | Class  | Financial limit   |
|-------|--------|---|
| 1.    | A (EW) | Project with Estimated Cost above Rs. 5 Crores                    |
| 2.    | B (EW) | Project with Estimated Cost above Rs. 3 Crores & upto 5 Crores    |
| 3.    | C (EW) | Project with Estimated Cost above Rs. 1 Crore & upto 3 Crores     |
| 4.    | D (EW) | Project with Estimated Cost above Rs. 50 lakhs & upto Rs. 1 Crore |
| 5.    | E(EW)  | Project with Estimated Cost upto Rs. 50 lakhs                     |

**Category VIII: - Fire Fighting Works**

| S.No. | Class   | Financial limit   |
|-------|---------|---|
| 1.    | A (FFW) | Project with Estimated Cost above Rs. 5 Crores                    |
| 2.    | B (FFW) | Project with Estimated Cost above Rs. 3 Crores & upto 5 Crores    |
| 3.    | C (FFW) | Project with Estimated Cost above Rs. 1 Crore & upto 3 Crores     |
| 4.    | D (FFW) | Project with Estimated Cost above Rs. 50 lakhs & upto Rs. 1 Crore |
| 5.    | E(FFW)  | Project with Estimated Cost upto Rs. 50 lakhs                     |

**Category IX: - LIFT Works**

| S.No. | Class  | Financial limit   |
|-------|--------|---|
| 1.    | A (LW) | Project with Estimated Cost above Rs. 5 Crores                    |
| 2.    | B (LW) | Project with Estimated Cost above Rs. 3 Crores & upto 5 Crores    |
| 3.    | C (LW) | Project with Estimated Cost above Rs. 1 Crore & upto 3 Crores     |
| 4.    | D (LW) | Project with Estimated Cost above Rs. 50 lakhs & upto Rs. 1 Crore |
| 5.    | E(LW)  | Project with Estimated Cost upto Rs. 50 lakhs                     |

**Category X: - HVAC Works**

| S.No. | Class    | Financial limit   |
|-------|----------|---|
| 1.    | A (HVAC) | Project with Estimated Cost above Rs. 5 Crores                    |
| 2.    | B (HVAC) | Project with Estimated Cost above Rs. 3 Crores & upto 5 Crores    |
| 3.    | C (HVAC) | Project with Estimated Cost above Rs. 1 Crore & upto 3 Crores     |
| 4.    | D (HVAC) | Project with Estimated Cost above Rs. 50 lakhs & upto Rs. 1 Crore |
| 5.    | E(HVAC)  | Project with Estimated Cost upto Rs. 50 lakhs                     |

The contractors should meet the minimum qualifying criteria as mentioned in Empanelment Document for the respective disciplines & category under different monetary groups for getting empaneled.

The detailed notice and Empanelment document can be downloaded from website [www.lifecarehll.com](http://www.lifecarehll.com). The contractors should apply according to their eligibility for the specific disciplines & category of works only.

Applications complete in all respects should reach the office of Deputy Vice President (Technical)- HLL Infratech Services Ltd., Infrastructure Development Division, "Adarsh", T.C 6/1718(1), Vettamukku, Thirumala PO, Thiruvananthapuram- 695006 along with non-refundable processing fee as mentioned below payable in the form of Demand Draft/ Pay Order drawn in favour of "HLL Infra Tech Services Limited", Payable at Thiruvananthapuram.

|   |              |
|---|--------------|
| Project with Estimated Cost upto 5 Crores   | - Rs.3,000/- |
| Project with Estimated Cost 5 - 10 Crores   | - Rs.5,000/- |
| Project with Estimated Cost 10- 25 Crores   | - Rs.7,000/- |
| Project with Estimated Cost above 25 crores | -Rs.10,000/- |

**Contractors who want to apply for more than one category should submit separate applications along with requisite documents & processing fee.**

No joint venture or Consortium of firms shall be allowed and the Contractors should meet the above criteria by themselves.

The contractors should apply on the prescribed documents as per the notice for empanelment of contractors along with documentary evidence for the following:-

1. Audited Balance Sheet and P&L statements for the last Five financial years excluding the current financial year
2. Completion Certificates from Clients / Owners (*as per Proforma*)
3. Plant & Machinery details including Centering & Shuttering,
4. Manpower details of Technical Staff with adequate Proof.
5. Duly Signed Integrity pact agreement
6. Details of pending litigation etc.
7. Valid Electrical License, if applicable
8. Valid Fire Fighting license, if applicable
9. EPF registration Number
10. Copy of I.T. Return should be provided for the last five years
11. PAN.
12. Copy of VAT registration.
13. Solvency Certificate issued by a scheduled Bank of India within last 3 months of date of NIT in sealed cover to HITES.
14. Certificate of Incorporation in India.
15. Proof of constitution:
  - a) In Case of sole Proprietorship/HUF an affidavit attested by Public Notary.



- b) In Case of Partnership firm submit attested copies:-**
- i.** Partnership deed attested by Public Notary.
  - ii.** Form 'A' or equivalent issued by Registrar of firms.
  - iii.** Form 'B' or equivalent issued by Registrar of firms.
  - iv.** Form 'C' or equivalent issued by Registrar of firms.
- c) In Case of Private/Public Ltd. Co. Article of Association duly attested by Notary Public.**
16. Power of Attorney, if any, attested by Public Notary.
  17. Demand Draft towards processing fees.
  18. List of all immediate Relatives working in HITES/HLL Lifecare Ltd.
  19. Copy of Enlistment in other Department(s).
  20. Certificate of Registration for Service Tax & copy of the last filed return.

The list of empaneled contractors shall be valid for three years. However, HLL INFRA TECH SERVICES LIMITED (HITES) reserves the right to curtail or extend this period at its sole discretion.

Corrigendum/addendums, if any to this Notice shall only be posted on HLL Lifecare website [www.lifecarehll.com](http://www.lifecarehll.com).

**Deputy Vice President (Technical)**  
**For HITES,**  
HLL Lifecare Ltd.,  
Infrastructure Development Division

**SECTION – 2**  
**INFORMATION & INSTRUCTIONS FOR APPLICANTS**



## EMPANELMENT OF CONTRACTORS

### 1.0 INTRODUCTION

**1.1** HLL INFRA TECH SERVICES LIMITED (HITES) invites applications from reputed, experienced and Indian contractors / agencies for empanelment on “All India Basis” for the following disciplines & categories.

**1.2** The different disciplines, categories and Monetary limits for Empanelment shall be as under :

**Category-I: - Civil & Composite works including non – medical equipment& services etc. for Hospitals/Healthcare Projects**

| S.No | Class  | Financial limit  |
|------|--------|--|
| 1.   | A (HC) | Project with Estimated Cost above Rs.400 Crores                        |
| 2.   | B(HC)  | Project with Estimated cost above Rs. 200 Crores & upto Rs. 400 Crores |
| 3.   | C(HC)  | Project with Estimated cost above Rs. 100 Crores & upto Rs. 200 Crores |
| 4.   | D(HC)  | Project with Estimated cost above Rs. 50 Crores & upto Rs. 100 Crores  |
| 5.   | E(HC)  | Project with Estimated Cost above Rs. 25 Crores & upto Rs. 50 Crores   |
| 6.   | F(HC)  | Project with Estimated Cost above Rs. 10 Crores & upto Rs. 25 Crores   |
| 7.   | G(HC)  | Project with Estimated Cost above Rs. 5 Crores & uptoRs. 10 Crores     |
| 8.   | H(HC)  | Project with Estimated Cost uptoRs. 5 Crores                           |

**Category-II: - Civil & Composite Works Including Equipment & Services etc. on Engineering, Procurement & Construction (EPC) Mode for Hospital/Healthcare Projects**

| S.No | Class   | Financial limit  |
|------|---------|--|
| 1.   | A (EPC) | Project with Estimated Cost above Rs.400 Crores                        |
| 2.   | B (EPC) | Project with Estimated cost above Rs. 200 Crores & upto Rs. 400 Crores |
| 3.   | C (EPC) | Project with Estimated cost above Rs. 100 Crores & upto Rs. 200 Crores |
| 4.   | D (EPC) | Project with Estimated cost above Rs. 50 Crores & upto Rs. 100 Crores  |

**Category-III: - Civil Works & Composite works including equipment & services etc. for Institutional Building Projects**

| S.No | Class  | Financial limit  |
|------|--------|--|
| 1.   | A (IB) | Project with Estimated Cost above Rs.400 Crores                      |
| 2.   | B (IB) | Project with Estimated cost above Rs. 200 Crores &uptoRs. 400 Crores |
| 3.   | C (IB) | Project with Estimated cost above Rs. 100 Crores &uptoRs. 200 Crores |

|    |        |   |
|----|--------|---|
| 4. | D (IB) | Project with Estimated cost above Rs. 50 Crores & upto Rs. 100 Crores |
| 5. | E (IB) | Project with Estimated Cost above Rs. 25 Crores & upto Rs. 50 Crores  |
| 6. | F (IB) | Project with Estimated Cost above Rs. 10 Crores & upto Rs. 25 Crores  |
| 7. | G (IB) | Project with Estimated Cost above Rs. 5 Crores & upto Rs. 10 Crores   |
| 8. | H (IB) | Project with Estimated Cost upto Rs. 5 Crores                         |

#### Category-IV: - Civil Works

| S.No | Class  | Financial limit  |
|------|--------|--|
| 1.   | A (CW) | Project with Estimated Cost above Rs.400 Crores                        |
| 2.   | B (CW) | Project with Estimated cost above Rs. 200 Crores & upto Rs. 400 Crores |
| 3.   | C (CW) | Project with Estimated cost above Rs. 100 Crores & upto Rs. 200 Crores |
| 4.   | D (CW) | Project with Estimated cost above Rs. 50 Crores & upto Rs. 100 Crores  |
| 5.   | E (CW) | Project with Estimated Cost above Rs. 25 Crores & upto Rs. 50 Crores   |
| 6.   | F (CW) | Project with Estimated Cost above Rs. 10 Crores & upto Rs. 25 Crores   |
| 7.   | G (CW) | Project with Estimated Cost above Rs. 5 Crores & upto Rs. 10 Crores    |
| 8.   | H (CW) | Project with Estimated Cost upto Rs. 5 Crores                          |

#### Category-V: Interior works

| S.No. | Class  | Financial limit   |
|-------|--------|---|
| 1.    | A (IW) | Project with Estimated Cost above Rs. 5 Crores                    |
| 2.    | B (IW) | Project with Estimated Cost above Rs. 3 Crores & upto 5 Crores    |
| 3.    | C (IW) | Project with Estimated Cost above Rs. 1 Crore & upto Rs.3 Crores  |
| 4.    | D (IW) | Project with Estimated Cost above Rs. 50 lakhs & upto Rs. 1 Crore |
| 5.    | E (IW) | Project with Estimated Cost upto Rs. 50 lakhs                     |

#### Category-VI: Pre engineered building works

| S.No. | Class   | Financial limit   |
|-------|---------|---|
| 1.    | A (PBW) | Project with Estimated Cost above Rs. 5 Crores                    |
| 2.    | B (PBW) | Project with Estimated Cost above Rs. 3 Crores & upto Rs.5 Crores |
| 3.    | C (PBW) | Project with Estimated Cost above Rs. 1 Crore & upto Rs.3 Crores  |
| 4.    | D (PBW) | Project with Estimated Cost above Rs. 50 lakhs & upto Rs. 1 Crore |
| 5.    | E (PBW) | Project with Estimated Cost upto Rs. 50 lakhs                     |

**Category-VII: - Electrical Works**

| S.No. | Class  | Financial limit   |
|-------|--------|---|
| 1.    | A (EW) | Project with Estimated Cost above Rs. 5 Crores                    |
| 2.    | B (EW) | Project with Estimated Cost above Rs. 3 Crores & upto 5 Crores    |
| 3.    | C (EW) | Project with Estimated Cost above Rs. 1 Crore & upto 3 Crores     |
| 4.    | D (EW) | Project with Estimated Cost above Rs. 50 lakhs & upto Rs. 1 Crore |
| 5.    | E (EW) | Project with Estimated Cost upto Rs. 50 lakhs                     |

**Category VIII: - Fire Fighting Works**

| S.No. | Class   | Financial limit   |
|-------|---------|---|
| 1.    | A (FFW) | Project with Estimated Cost above Rs. 5 Crores                    |
| 2.    | B (FFW) | Project with Estimated Cost above Rs. 3 Crores & upto Rs.5 Crores |
| 3.    | C (FFW) | Project with Estimated Cost above Rs. 1 Crore & upto Rs.3 Crores  |
| 4.    | D (FFW) | Project with Estimated Cost above Rs. 50 lakhs & upto Rs. 1 Crore |
| 5.    | E(FFW)  | Project with Estimated Cost upto Rs. 50 lakhs                     |

**Category IX: - LIFT Works**

| S.No. | Class  | Financial limit   |
|-------|--------|---|
| 1.    | A (LW) | Project with Estimated Cost above Rs. 5 Crores                    |
| 2.    | B (LW) | Project with Estimated Cost above Rs. 3 Crores & upto Rs.5 Crores |
| 3.    | C (LW) | Project with Estimated Cost above Rs. 1 Crore & upto Rs.3 Crores  |
| 4.    | D (LW) | Project with Estimated Cost above Rs. 50 lakhs & upto Rs. 1 Crore |
| 5.    | ELW)   | Project with Estimated Cost upto Rs. 50 lakhs                     |

**Category X: - HVAC Works**

| S.No. | Class    | Financial limit   |
|-------|----------|---|
| 1.    | A (HVAC) | Project with Estimated Cost above Rs. 5 Crores                    |
| 2.    | B (HVAC) | Project with Estimated Cost above Rs. 3 Crores & upto 5 Crores    |
| 3.    | C (HVAC) | Project with Estimated Cost above Rs. 1 Crore & upto Rs.3 Crores  |
| 4.    | D (HVAC) | Project with Estimated Cost above Rs. 50 lakhs & upto Rs. 1 Crore |
| 5.    | E (HVAC) | Project with Estimated Cost upto Rs. 50 lakhs                     |

- 1.3** Any Indian Individual, Sole Proprietorship Firm, Partnership Firm, Public Limited Company or a Private Limited Company who intend to work with HITES may apply for empanelment as a contractor under these Rules provided the eligibility criteria and other conditions are met. The empaneled contractors have to abide by all the rules made herein and as amended from time to time during the tenure of their empanelment. The empanelment is being done to have a ready list of suitable contractors for our works.
- 1.4** If two or more individuals form a partnership firm and if any of the partners is having required work experience to become eligible for empanelment in any category in which empanelment is sought, their case shall be considered for empanelment of the partnership firm subject to fulfillment of other laid down criteria.
- 1.5** No individual, or a firm having such individual as one of the partners, who is a dismissed government servant; or removed from the approved list of contractors; or demoted to lower class; having business banned by any government department in the past; or convicted by a court of law shall be eligible for empanelment. However, cases where disciplinary action was taken against the contractor for a specified period and such penalty period is already over, his case for empanelment can be considered.
- 1.6** No Engineer or any other official, employed in Engineering or Administrative duties in any Department of the Government of India is allowed to work in the HITES either as contractor or as employee of a contractor for a period of one year after his retirement from Government service unless he has obtained prior permission of Government of India to do so. Even after empanelment, if either the contractor or any of his employees is found to be a person who has not obtained the prior permission of Government of India as aforesaid, the name of the contractor shall be removed from the list of empaneled contractors.
- 1.7** A contractor is permitted to have empanelment in more than one category but not in more than one class of the same category in HITES. A contractor empaneled in a higher class in one category shall be automatically empaneled for all lower classes in the same category.
- 1.8** A contractor is not permitted to have empanelment in more than one name.

- 1.9** A partner of a firm or a Director of a company empaneled as a contractor cannot be a partner/director in any other empaneled firm/company in the same category.
- 1.10** The empanelment of a Contractor with HITES shall only entitle him to be considered for issue of tender documents subject to the condition laid down in respective Notice Inviting Tenders (NIT). HITES however reserves the right not to consider any empaneled contractor for issue of tender documents for a particular work without assigning any reasons thereof & the empaneled contractor shall not have any right either to be necessarily issued the tender documents or for award of work.
- 1.11** All eligible contractors wishing to be empaneled are to complete the application in prescribed form (Form 'A') and submit it along with all the documents indicated in Section-3 to the empaneling authority before due date.
- 1.12** Incomplete applications and applications not accompanied with necessary documents are liable to be rejected.
- 1.13** The empanelment authority shall have the right to independently verify the details furnished by the contractor and to get works done by the contractor inspected and/or to get such other reports as may be considered necessary.
- 1.14** If the empanelment authority finds the contractor suitable for empanelment, it shall issue the empanelment order and, otherwise, send a letter of rejection of the application to the contractor.
- 1.15** The empaneling authority reserves right to limit number of contractors to be empaneled in any class or category on All India/Regional/State/Location basis or any other manner decided by the HITES.
- 1.16** Empanelment of contractors in the HLL INFRA TECH SERVICES LIMITED (HITES) may be closed at any point of time. While closing the empanelment, HITES may have a reserved list of eligible

contractors from the pending applications. Out of this; contractors may be empaneled depending on requirement in a particular area or for the country as a whole.

- 2.0 Period of empanelment:** -The empanelment shall be valid for a period of three years. However, HLL INFRA TECH SERVICES LIMITED (HITES) reserves the right to curtail or extend this period at its sole discretion. The empanelment shall be open to review by the empanelment authority and liable to termination, suspension or any other such action at any time if considered necessary by the empanelment authority, after issue of show cause notice. The short-list of empaneled contractors shall be valid for three years from the date of issue.
- 3.0 Categories&Classes** – The empanelment shall be done in the categories and classes mentioned at para 1, 2 above.
- 4.0 Eligibility Criteria:** - The contractors shall have to meet the minimum eligibility criteria specified as below, for the respective category, before they can be considered for empanelment.

| <b>CategoryI: - Civil Works &amp; Composite works including non-medical equipment&amp; services etc. for Hospitals/Healthcare Projects</b> |              |   |  |   |                                   |                                     |                             |
|--|--------------|---|--|---|-----------------------------------|-------------------------------------|-----------------------------|
| <b>Group</b>   |              |   | <b>Average Annual Turnover during last 3 years ending 31.03.2015</b> | <b>Past experience in completed similar works during last 5 years ending last day of the month previous to the one in which application is submitted. (To fulfill any one of three options)</b> |                                   |                                     | <b>Latest Bank Solvency</b> |
|  |              |   |  | <b>Single Project</b>   | <b>Two projects each at least</b> | <b>Three projects each at least</b> |                             |
| <b>Sl. No</b>  | <b>Class</b> | <b>Financial limit</b>  |  |   |                                   |                                     |                             |
| 1.   | A (HC)       | Project with Estimated Cost above Rs.400 Crores                     | Rs.400.00 Cr.  | Rs.320.00 Cr.   | Rs.240.00 Cr.                     | Rs.160.00 Cr.                       | Rs.240.00 Cr.               |
| 2.   | B(HC)        | Project with Estimated cost above Rs. 200 Crores&uptoRs. 400 Crores | Rs.300.00 Cr.  | Rs.240.00 Cr.   | Rs.180.00 Cr.                     | Rs.120.00 Cr.                       | Rs.180.00 Cr.               |
| 3.   | C(HC)        | Project with Estimated cost above Rs. 100 Crores&uptoRs. 200 Crores | Rs.150.00Cr.   | Rs.120.00Cr.  | Rs.90.00Cr.                       | Rs.60.00Cr.                         | Rs.90.00Cr.                 |
| 4.   | D(HC)        | Project with Estimated cost above Rs. 50 Crores&uptoRs. 100 Crores  | Rs.75.00Cr.  | Rs.60.00Cr.   | Rs.45.00Cr.                       | Rs.30.00Cr.                         | Rs.45.00Cr.                 |
| 5.   | E(HC)        | Project with Estimated Cost above Rs. 25 Crores&uptoRs. 50 Crores   | Rs.37.50 Cr.   | Rs.30.00Cr.   | Rs.22.50 Cr.                      | Rs.15.00Cr.                         | Rs.22.50Cr.                 |



|    |       |   |              |             |              |            |             |
|----|-------|---|--------------|-------------|--------------|------------|-------------|
| 6. | F(HC) | Project with Estimated Cost above Rs. 10 Crores&uptoRs. 25 Crores | Rs.17.50 Cr. | Rs.14.00Cr. | Rs.10.50 Cr. | Rs.7.00Cr. | Rs.10.50Cr. |
| 7. | G(HC) | Project with Estimated Cost above Rs. 5 Crores&uptoRs. 10 Crores  | Rs.7.50Cr.   | Rs.6.00 Cr. | Rs.4.50Cr.   | Rs.3.00Cr. | Rs.4.50Cr.  |
| 8. | H(HC) | Project with Estimated Cost uptoRs. 5 Crores                      | Rs.2.50Cr.   | Rs.2.00Cr.  | Rs.1.50Cr.   | Rs.1.00Cr. | Rs.1.50Cr.  |

**Category II: - Civil & Composite Works Including Equipment & Services etc. on Engineering, Procurement & Construction (EPC) Mode for Hospital/Healthcare Projects**

| Group  |         |   | Average Annual Turnover during last 3 years ending 31.03.2015 | Past experience in completed similar works during last 5 years ending last day of the month previous to the one in which application is submitted. (To fulfill any one of three options) |                            |                              | Latest Bank Solvency |
|--------|---------|---|---|--|----------------------------|------------------------------|----------------------|
| Sl. No | Class   | Financial limit   |   | Single Project   | Two projects each at least | Three projects each at least |                      |
| 1.     | A (EPC) | Project with Estimated Cost above Rs.400 Crores                     | Rs.400.00 Cr.   | Rs.320.00 Cr.  | Rs.240.00 Cr.              | Rs.160.00 Cr.                | Rs.240.00 Cr.        |
| 2.     | B (EPC) | Project with Estimated cost above Rs. 200 Crores&uptoRs. 400 Crores | Rs.300.00 Cr.   | Rs.240.00 Cr.  | Rs.180.00 Cr.              | Rs.120.00 Cr.                | Rs.180.00 Cr.        |
| 3.     | C (EPC) | Project with Estimated cost above Rs. 100 Crores&uptoRs. 200 Crores | Rs.150.00Cr.  | Rs.120.00Cr.   | Rs.90.00Cr.                | Rs.60.00Cr.                  | Rs.90.00Cr.          |
| 4.     | D (EPC) | Project with Estimated cost above Rs. 50 Crores&uptoRs. 100 Crores  | Rs.75.00Cr.   | Rs.60.00Cr.  | Rs.45.00Cr.                | Rs.30.00Cr.                  | Rs.45.00Cr.          |

**CategoryIII: - Civil Works & Composite works including equipment & services etc. for Institutional Building Projects**

| Group  |       |                 | Average Annual Turnover during last 3 years ending 31.03.2015 | Past experience in completed similar works during last 5 years ending last day of the month previous to the one in which application is submitted. (To fulfill any one of three options) |                   |                     | Latest Bank Solvency |
|--------|-------|-----------------|---|--|-------------------|---------------------|----------------------|
| Sl. No | Class | Financial limit |   | Single Project   | Two projects each | Three projects each |                      |

| Sl. No | Class  | Financial limit   |               |               |               |               |               |
|--------|--------|---|---------------|---------------|---------------|---------------|---------------|
| 1.     | A (IB) | Project with Estimated Cost above Rs.400 Crores                     | Rs.400.00 Cr. | Rs.320.00 Cr. | Rs.240.00 Cr. | Rs.160.00 Cr. | Rs.240.00 Cr. |
| 2.     | B (IB) | Project with Estimated cost above Rs. 200 Crores&uptoRs. 400 Crores | Rs.300.00 Cr. | Rs.240.00 Cr. | Rs.180.00 Cr. | Rs.120.00 Cr. | Rs.180.00 Cr. |
| 3.     | C (IB) | Project with Estimated cost above Rs. 100 Crores&uptoRs. 200 Crores | Rs.150.00Cr.  | Rs.120.00Cr.  | Rs.90.00Cr.   | Rs.60.00Cr.   | Rs.90.00Cr.   |
| 4.     | D (IB) | Project with Estimated cost above Rs. 50 Crores&uptoRs. 100 Crores  | Rs.75.00Cr.   | Rs.60.00Cr.   | Rs.45.00Cr.   | Rs.30.00Cr.   | Rs.45.00Cr.   |
| 5.     | E (IB) | Project with Estimated Cost above Rs. 25 Crores&uptoRs. 50 Crores   | Rs.37.50 Cr.  | Rs.30.00Cr.   | Rs.22.50 Cr.  | Rs.15.00Cr.   | Rs.22.50Cr.   |
| 6.     | F (IB) | Project with Estimated Cost above Rs. 10 Crores&uptoRs. 25 Crores   | Rs.17.50 Cr.  | Rs.14.00Cr.   | Rs.10.50 Cr.  | Rs.7.00Cr.    | Rs.10.50Cr.   |
| 7.     | G (IB) | Project with Estimated Cost above Rs. 5 Crores&uptoRs. 10 Crores    | Rs.7.50Cr.    | Rs.6.00 Cr.   | Rs.4.50Cr.    | Rs.3.00Cr.    | Rs.4.50Cr.    |
| 8.     | H (IB) | Project with Estimated Cost uptoRs. 5 Crores                        | Rs.2.50Cr.    | Rs.2.00Cr.    | Rs.1.50Cr.    | Rs.1.00Cr.    | Rs.1.50Cr.    |

**Category IV: - Civil Works**

| Group  |        |   | Average Annual Turnover during last 3 years ending 31.03.2015 | Past experience in completed similar works during last 5 years ending last day of the month previous to the one in which application is submitted. (To fulfill any one of three options) |                            |                              | Latest Bank Solvency |
|--------|--------|---|---|--|----------------------------|------------------------------|----------------------|
| Sl. No | Class  | Financial limit   |   | Single Project   | Two projects each at least | Three projects each at least |                      |
| 1.     | A (CW) | Project with Estimated Cost above Rs.400 Crores                     | Rs.400.00 Cr.   | Rs.320.00 Cr.  | Rs.240.00 Cr.              | Rs.160.00 Cr.                | Rs.240.00 Cr.        |
| 2.     | B (CW) | Project with Estimated cost above Rs. 200 Crores&uptoRs. 400 Crores | Rs.300.00 Cr.   | Rs.240.00 Cr.  | Rs.180.00 Cr.              | Rs.120.00 Cr.                | Rs.180.00 Cr.        |
| 3.     | C (CW) | Project with Estimated cost above Rs. 100 Crores&uptoRs. 200 Crores | Rs.150.00Cr.  | Rs.120.00Cr.   | Rs.90.00Cr.                | Rs.60.00Cr.                  | Rs.90.00Cr.          |
| 4.     | D (CW) | Project with Estimated cost above Rs. 50                            | Rs.75.00Cr.   | Rs.60.00Cr.  | Rs.45.00Cr.                | Rs.30.00Cr.                  | Rs.45.00Cr.          |

|    |        |   |              |             |              |             |             |
|----|--------|---|--------------|-------------|--------------|-------------|-------------|
|    |        | Crores&uptoRs. 100 Crores   |              |             |              |             |             |
| 5. | E (CW) | Project with Estimated Cost above Rs. 25 Crores&uptoRs. 50 Crores | Rs.37.50 Cr. | Rs.30.00Cr. | Rs.22.50 Cr. | Rs.15.00Cr. | Rs.22.50Cr. |
| 6. | F (CW) | Project with Estimated Cost above Rs. 10 Crores&uptoRs. 25 Crores | Rs.17.50 Cr. | Rs.14.00Cr. | Rs.10.50 Cr. | Rs.7.00Cr.  | Rs.10.50Cr. |
| 7. | G(CW)  | Project with Estimated Cost above Rs. 5 Crores&uptoRs. 10 Crores  | Rs.7.50Cr.   | Rs.6.00 Cr. | Rs.4.50Cr.   | Rs.3.00Cr.  | Rs.4.50Cr.  |
| 8. | H (CW) | Project with Estimated Cost uptoRs. 5 Crores                      | Rs.2.50Cr.   | Rs.2.00Cr.  | Rs.1.50Cr.   | Rs.1.00Cr.  | Rs.1.50Cr.  |

**Category V: - Interior Works**

| Group  |        | Average Annual Turnover during last 3 years ending 31.03.15       | Past experience in completed similar works during last 5 years ending last day of the month previous to the one in which application is submitted. (To fulfill either of three options) |                |                           | Latest Bank Solvency |                              |
|--------|--------|---|---|----------------|---------------------------|----------------------|------------------------------|
| Sl. No | Class  |   | Financial limit   | Single Project | Two Project each at least |                      | Three projects each at least |
| 1.     | A (IW) | Project with Estimated Cost above Rs. 5 Crore                     | Rs.5.00Cr.  | Rs.4.00 Cr.    | Rs.3.00 Cr.               | Rs.2.00Cr.           | Rs.3.00Cr.                   |
| 2.     | B (IW) | Project with Estimated Cost above Rs. 3 Crores & upto Rs.5 Crores | Rs.4.00Cr.  | Rs.3.20Cr.     | Rs.2.40Cr.                | Rs.1.60Cr.           | Rs.2.40Cr.                   |
| 3.     | C (IW) | Project with Estimated Cost above Rs. 1 Crore & upto Rs.3 Crores  | Rs.2.000Cr.   | Rs.1.60Cr.     | Rs.1.20Cr.                | Rs.0.80Cr.           | Rs.1.20Cr.                   |
| 4.     | D (IW) | Project with Estimated Cost above Rs. 50 lakhs & upto Rs. 1 Crore | Rs.0.75 Cr.   | Rs.0.60Cr.     | Rs.0.45Cr.                | Rs.0.30Cr.           | Rs.0.45Cr.                   |
| 5.     | E (IW) | Project with Estimated Cost upto Rs. 50 lakhs                     | Rs 25.00 lakhs  | Rs 20.00 lakhs | Rs.15.00 lakhs            | Rs10.00 lakhs        | Rs15.00 lakhs                |

| <b>Category VI: - Pre engineered building Works</b> |              |   |  |  |                                  |                                     |                             |
|---|--------------|---|--|--|----------------------------------|-------------------------------------|-----------------------------|
| <b>Group</b>  |              |   | <b>Average Annual Turnover during last 3 years ending 31.03.15</b> | <b>Past experience in completed similar works during last 5 years ending last day of the month previous to the one in which application is submitted. (To fulfill either of three options)</b> |                                  |                                     | <b>Latest Bank Solvency</b> |
| <b>Sl. No</b>                                       | <b>Class</b> | <b>Financial limit</b>  |  | <b>Single Project</b>  | <b>Two Project each at least</b> | <b>Three projects each at least</b> |                             |
| 1.  | A (PEW)      | Project with Estimated Cost above Rs. 5 Crore                     | Rs.5.00Cr.   | Rs.4.00 Cr.  | Rs.3.00 Cr.                      | Rs.2.00Cr.                          | Rs.3.00Cr.                  |
| 2.  | B (PEW)      | Project with Estimated Cost above Rs. 3 Crores & upto Rs.5 Crores | Rs.4.00Cr.   | Rs.3.20Cr.   | Rs.2.40Cr.                       | Rs.1.60Cr.                          | Rs.2.40Cr.                  |
| 3.  | C (PEW)      | Project with Estimated Cost above Rs. 1 Crore & upto Rs.3 Crores  | Rs.2.000Cr.  | Rs.1.60Cr.   | Rs.1.20Cr.                       | Rs.0.80Cr.                          | Rs.1.20Cr.                  |
| 4.  | D (PEW)      | Project with Estimated Cost above Rs. 50 lakhs & upto Rs. 1 Crore | Rs.0.75 Cr.  | Rs.0.60Cr.   | Rs.0.45Cr.                       | Rs.0.30Cr.                          | Rs.0.45Cr.                  |
| 5.  | E (PEW)      | Project with Estimated Cost upto Rs. 50 lakhs                     | Rs 25.00 lakhs   | Rs 20.00 lakhs   | Rs.15.00 lakhs                   | Rs10.00 lakhs                       | Rs15.00 lakhs               |

| <b>Category VII: - Electrical Works</b> |              |   |  |  |                                  |                                     |                             |
|---|--------------|---|--|--|----------------------------------|-------------------------------------|-----------------------------|
| <b>Group</b>                            |              |   | <b>Average Annual Turnover during last 3 years ending 31.03.15</b> | <b>Past experience in completed similar works during last 5 years ending last day of the month previous to the one in which application is submitted. (To fulfill either of three options)</b> |                                  |                                     | <b>Latest Bank Solvency</b> |
| <b>Sl. No</b>                           | <b>Class</b> | <b>Financial limit</b>  |  | <b>Single Project</b>  | <b>Two Project each at least</b> | <b>Three projects each at least</b> |                             |
|   | A (EW)       | Project with Estimated Cost above Rs. 5 Crore                     | Rs.5.00Cr.   | Rs.4.00 Cr.  | Rs.3.00 Cr.                      | Rs.2.00Cr.                          | Rs.3.00Cr.                  |
|   | B (EW)       | Project with Estimated Cost above Rs. 3 Crores & upto Rs.5 Crores | Rs.4.00Cr.   | Rs.3.20Cr.   | Rs.2.40Cr.                       | Rs.1.60Cr.                          | Rs.2.40Cr.                  |
|   | C (EW)       | Project with Estimated Cost above Rs. 1 Crore & upto Rs.3 Crores  | Rs.2.000Cr.  | Rs.1.60Cr.   | Rs.1.20Cr.                       | Rs.0.80Cr.                          | Rs.1.20Cr.                  |
|   | D (EW)       | Project with Estimated Cost above Rs. 50 lakhs & upto Rs. 1 Crore | Rs.0.75 Cr.  | Rs.0.60Cr.   | Rs.0.45Cr.                       | Rs.0.30Cr.                          | Rs.0.45Cr.                  |
|   | E (EW)       | Project with Estimated Cost upto Rs. 50 lakhs                     | Rs 25.00 lakhs   | Rs 20.00 lakhs   | Rs.15.00 lakhs                   | Rs10.00 lakhs                       | Rs15.00 lakhs               |

| <b>Category VIII: - Fire Fighting Works</b> |              |   |  |  |                                  |                                     |                             |
|---|--------------|---|--|--|----------------------------------|-------------------------------------|-----------------------------|
| <b>Group</b>                                |              |   | <b>Average Annual Turnover during last 3 years ending 31.03.15</b> | <b>Past experience in completed similar works during last 5 years ending last day of the month previous to the one in which application is submitted. (To fulfill either of three options)</b> |                                  |                                     | <b>Latest Bank Solvency</b> |
| <b>Sl. No</b>                               | <b>Class</b> | <b>Financial limit</b>  |  | <b>Single Project</b>  | <b>Two Project each at least</b> | <b>Three projects each at least</b> |                             |
| 1.  | A (FFW)      | Project with Estimated Cost above Rs. 5 Crore                     | Rs.5.00Cr.   | Rs.4.00 Cr.  | Rs.3.00 Cr.                      | Rs.2.00Cr.                          | Rs.3.00Cr.                  |
| 2.  | B (FFW)      | Project with Estimated Cost above Rs. 3 Crores & upto Rs.5 Crores | Rs.4.00Cr.   | Rs.3.20Cr.   | Rs.2.40Cr.                       | Rs.1.60Cr.                          | Rs.2.40Cr.                  |
| 3.  | C (FFW)      | Project with Estimated Cost above Rs. 1 Crore & upto Rs.3 Crores  | Rs.2.00Cr.   | Rs.1.60Cr.   | Rs.1.20Cr.                       | Rs.0.80Cr.                          | Rs.1.20Cr.                  |
| 4.  | D (FFW)      | Project with Estimated Cost above Rs. 50 lakhs & upto Rs. 1 Crore | Rs.0.75 Cr.  | Rs.0.60Cr.   | Rs.0.45Cr.                       | Rs.0.30Cr.                          | Rs.0.45Cr.                  |
| 5.  | E (FFW)      | Project with Estimated Cost upto Rs. 50 lakhs                     | Rs 25.00 lakhs   | Rs 20.00 lakhs   | Rs.15.00 lakhs                   | Rs10.00 lakhs                       | Rs15.00 lakhs               |

| <b>Category IX: - LIFT Works</b> |              |   |  |  |                                  |                                     |                             |
|----------------------------------|--------------|---|--|--|----------------------------------|-------------------------------------|-----------------------------|
| <b>Group</b>                     |              |   | <b>Average Annual Turnover during last 3 years ending 31.03.15</b> | <b>Past experience in completed similar works during last 5 years ending last day of the month previous to the one in which application is submitted. (To fulfill either of three options)</b> |                                  |                                     | <b>Latest Bank Solvency</b> |
| <b>Sl. No</b>                    | <b>Class</b> | <b>Financial limit</b>  |  | <b>Single Project</b>  | <b>Two Project each at least</b> | <b>Three projects each at least</b> |                             |
| 1.                               | A (LW)       | Project with Estimated Cost above Rs. 5 Crore                     | Rs.5.00Cr.   | Rs.4.00 Cr.  | Rs.3.00 Cr.                      | Rs.2.00Cr.                          | Rs.3.00Cr.                  |
| 2.                               | B (LW)       | Project with Estimated Cost above Rs. 3 Crores & upto Rs.5 Crores | Rs.4.00Cr.   | Rs.3.20Cr.   | Rs.2.40Cr.                       | Rs.1.60Cr.                          | Rs.2.40Cr.                  |
| 3.                               | C (LW)       | Project with Estimated Cost above Rs. 1 Crore & upto Rs.3 Crores  | Rs.2.00Cr.   | Rs.1.60Cr.   | Rs.1.20Cr.                       | Rs.0.80Cr.                          | Rs.1.20Cr.                  |
| 4.                               | D (LW)       | Project with Estimated Cost above Rs. 50 lakhs & upto Rs. 1 Crore | Rs.0.75 Cr.  | Rs.0.60Cr.   | Rs.0.45Cr.                       | Rs.0.30Cr.                          | Rs.0.45Cr.                  |

|    |        |   |                |                |                |               |               |
|----|--------|---|----------------|----------------|----------------|---------------|---------------|
| 5. | E (LW) | Project with Estimated Cost upto Rs. 50 lakhs | Rs 25.00 lakhs | Rs 20.00 lakhs | Rs.15.00 lakhs | Rs10.00 lakhs | Rs15.00 lakhs |
|----|--------|---|----------------|----------------|----------------|---------------|---------------|

| <b>Category X: - HVAC Works</b> |              |   |  |  |                                  |                                     |                             |
|---------------------------------|--------------|---|--|--|----------------------------------|-------------------------------------|-----------------------------|
| <b>Group</b>                    |              |   | <b>Average Annual Turnover during last 3 years ending 31.03.15</b> | <b>Past experience in completed similar works during last 5 years ending last day of the month previous to the one in which application is submitted. (To fulfill either of three options)</b> |                                  |                                     | <b>Latest Bank Solvency</b> |
| <b>Sl. No</b>                   | <b>Class</b> | <b>Financial limit</b>  |  | <b>Single Project</b>  | <b>Two Project each at least</b> | <b>Three projects each at least</b> |                             |
| 1.                              | A (HVAC)     | Project with Estimated Cost above Rs. 5 Crore                     | Rs.5.00Cr.   | Rs.4.00 Cr.  | Rs.3.00 Cr.                      | Rs.2.00Cr.                          | Rs.3.00Cr.                  |
| 2.                              | B (HVAC)     | Project with Estimated Cost above Rs. 3 Crores & upto Rs.5 Crores | Rs.4.00Cr.   | Rs.3.20Cr.   | Rs.2.40Cr.                       | Rs.1.60Cr.                          | Rs.2.40Cr.                  |
| 3.                              | C (HVAC)     | Project with Estimated Cost above Rs. 1 Crore & upto Rs.3 Crores  | Rs.2.000Cr.  | Rs.1.60Cr.   | Rs.1.20Cr.                       | Rs.0.80Cr.                          | Rs.1.20Cr.                  |
| 4.                              | D (HVAC)     | Project with Estimated Cost above Rs. 50 lakhs & upto Rs. 1 Crore | Rs.0.75 Cr.  | Rs.0.60Cr.   | Rs.0.45Cr.                       | Rs.0.30Cr.                          | Rs.0.45Cr.                  |
| 5.                              | E (HVAC)     | Project with Estimated Cost upto Rs. 50 lakhs                     | Rs 25.00 lakhs   | Rs 20.00 lakhs   | Rs.15.00 lakhs                   | Rs10.00 lakhs                       | Rs15.00 lakhs               |

**Note: -For Similar works for each category; Refer Section 3, clause 16.02**

- 4.1** The value of free issue materials shall not be taken into account while evaluating completion cost of project. The value of such materials incorporated in the project should be certified by the chartered accountant/owner.
- 4.2** The value of executed works shall be brought to the current level by enhancing the actual value of work done at simple rate of 7% per annum, calculated from the date of completion to last date of receipt of application for empanelment.
- 4.3** The Contractor should not have incurred loss in more than two years during the last five consecutive financial years under consideration.

- 5.0 Financial Soundness:** -The financial soundness shall be judged on the basis of the Banker's certificate, as the case may be, Issued by the Bankers of the contractor on the format prescribed in Form 'I'. Such certificate shall be issued by a scheduled bank and shall be submitted, in original, in a sealed cover, addressed to the empanelment authority.
- 6.0 Processing fee**—The intending contractor shall pay a non-refundable processing fee as specified in the Notice Inviting Tenders payable in the form of Demand Draft/ Pay Order drawn in favour of "HLL Lifecare Limited", Payable at Thiruvananthapuram/Noida/ New Delhi). Contractors who want to apply for more than one discipline & category should do so through separate applications including processing fee.
- 7.0 Electrical License-** The contractors for Electrical & Mechanical Works shall have to produce valid electrical license (HT or LT as applicable) from the competent statutory authority in the name of the contractor. They shall keep valid license throughout the period of empanelment by getting it renewed at suitable intervals and submit an attested copy of the same to the empanelment authority after each renewal. In the event of any discontinuity in validity of electrical license of the contractor, his empanelment and authority to work with HITES will also automatically cease to be valid. For applying or tenders for a work in any state they shall have to possess electrical license of appropriate voltage, etc. issued by the respective State Govt. under Clause 45 of compilation of rule of Indian Electricity Rules 1956 or as amended from time to time.
- 8.0 Fire Fighting License –** The contractors for Fire Fighting Works shall have to produce valid firefighting license from the competent statutory authority in the name of the contractor. They shall keep valid firefighting license throughout the period of empanelment by getting it renewed at suitable intervals and submit an attested copy of the same to the empanelment authority after each renewal. In the event of any discontinuity in validity of firefighting license of the contractor, his empanelment and authority to work with HITES will also automatically cease to be valid. For applying for tenders for a work in any state they shall have to possess fire fighting license of appropriate voltage, etc. issued by the respective State Govt.
- 9.0** The intending contractors should apply on the prescribed document as per the notice inviting for empanelment of contractors along-with documentary evidence for the following :-

1. Audited Balance Sheet and P&L statement for the last five years of date of NIT in financial years excluding the current financial year.
2. Completion Certificates from Clients / Owners(as per Proforma)
3. Plant & Machinery details including Centering & Shuttering,
4. Manpower details including Technical Staff with adequate Proof.
5. Duly signed integrity pact agreement
6. Details of pending litigation etc.
7. Valid Electrical License, if applicable
8. Valid fire fighting license, if applicable
9. EPF Regn. Number
10. Copy of IT return should be provided for the last five years
11. PAN.
12. Copy of VAT Registration.
13. Solvency Certificate issued by a scheduled Bank of India within last three months of date of NIT in sealed cover to HITES.
14. Certificate of Incorporation in India.
15. Proof of constitution:
  - a) In Case of sole Proprietorship/HUF an affidavit attested by Public Notary.
  - b) In Case of Partnership firm submit attested copies:-
    - i. Partnership deed attested by Public Notary.
    - ii. Form 'A' or equivalent issued by Registrar of firms.
    - iii. Form 'B' or equivalent issued by Registrar of firms.
    - iv. Form 'C' or equivalent issued by Registrar of firms.
  - c) In Case of Private/Public Ltd. Co. Article of Association duly attested by Notary Public.
16. Power of Attorney, if any, attested by Public Notary.
17. Demand Draft towards processing fee.
18. List of all immediate relatives working in HITES/HLL Lifecare Ltd:
19. Copy of Enlistment in other Department(s).
20. Certificate of Registration for Service Tax & copy of the last filed return

**10.0** The past experience in similar nature of work should be supported by certificates issued by an officer not below the rank of Executive Engineer or equivalent. In case the work experience is of other than Govt. / Semi Govt. / PSUs, the completion certificate shall be supported with copies of work order issued by owner.



- 11.0** The gross annual turnover should be certified by the Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average turnover.
- 12.0** The applicant should not have incurred any loss in more than two years in the immediate last five consecutive financial years ending 31<sup>st</sup> March 2015 duly certified by the Chartered Accountant
- 13.0** The applicant should have own arrangement to deploy sufficient construction equipment for the proper and timely execution of the work. The applicant should submit details of same with Empanelment Application.
- 14.0** The applicant should have sufficient number of Technical, Accounts and Administrative employees for the proper execution of the contract. The applicant should submit details of same with Empanelment Application.
- 15.0 Performance Reports:-**The Contractor should fill up the details of each work, of appropriate magnitude, secured by him during the last 5 years period, in the pro forma as given in Form 'F'.
- 16.0 Contractor's obligations** - The contractor should fulfill all his obligations under these rules in time and manner as specified, failing which he shall be liable for the action as mentioned therein. Some of the obligations are summarized below:-
1. Prior approval shall be obtained from the empanelling authority before changing the name or constitution of the firm/company.
  2. Intimation of change of address should be given in advance or within one month along with acknowledgement from Banker, Income Tax and Sales Tax authorities.
  3. He shall continue to possess, throughout the period of empanelment, a valid electrical license of appropriate voltage issued by appropriate authority.
  4. He should secure works of specified magnitude during the period of empanelment.
  5. He shall abide by the rules in force.
  6. He should not indulge in unethical practices and maintain good conduct.
  7. He shall execute the works awarded to him strictly as per the terms and conditions of the contract and specifications.
  8. Contractor shall submit the performance report of each work executed by him in the

approved format duly filled with all the required details and signed by the authority of the owner not less than the rank of Executive Engineer or equivalent.

**17.0 Disciplinary Actions-**The contractor shall have to abide by all the rules of empanelment in force and also by the terms and conditions of the contract and the Notice Inviting Tenders. He shall execute the works as per contract on time and with good quality. The empaneling authority shall have the right to demote a contractor to a lower class, suspend business with him for any period, debar him or remove his name from the approved list of contractors indefinitely or for a period as decided by empaneling authority after issue of show cause notice. Decision of the empaneling authority shall be final and binding on the contractor. The following actions of the contractor shall, in general, make him liable to disciplinary actions:-

**17.1 Demotion to a lower class-** The contractor shall be liable to demotion to a lower class, by the empaneling authority, if he:

1. Fails to execute a contract or executes it unsatisfactorily or is proved to be responsible for constructional defects; or
2. No longer has adequate equipment, technical personnel or financial resources; or
3. Litigious by nature; or
4. Violates any important condition of contract; or
5. His staff misconducts or misbehaves with HITES officials and is responsible for a conduct which may justify his demotion to a lower class; or
6. Any other reason which in view of empaneling authority is adequate for his demotion to a lower class.

**17.2 Removal from the approved list:** The name of the contractor may be removed from the approved list of contractors, by the empaneling authority, if he:

- a) Has, on more than one occasion, failed to execute a contract or has executed it unsatisfactorily; or
- b) Is proved to be responsible for constructional defects in two or more works; or
- c) Persistently violates any important conditions of the contract; or
- d) Fails to abide by the conditions of empanelment; or
- e) Is found to have given false particulars at the time of empanelment; or
- f) Has indulged in any type of forgery or falsification of records; or
- g) Changes constitution of the firm or Individual or changes the name of the firm without prior approval of the empanelment authority; or

- h) Changes permanent address/business address without intimation to the empanelment authority; or
- i) Is declared or is in the process of being declared bankrupt, insolvent, wound up, dissolved or partitioned; or
- j) Persistently violates the labour regulations and rules; or
- k) Is involved in complaints of serious nature received from other departments which prima facie appear to be true; or
- l) Default in settlement of tax dues like income tax, Contract tax, sales tax, octroi, duties, service tax etc.; or
- m) Has already been demoted for other reason(s); or
- n) Is considered not required to be in list of HITES for any other reason considered fit by empanelment authority.

**18.0 Cancellation of Empanelment:** -The Empanelment of contractor shall be cancelled by HITES in case of their poor performance or abandoning of the allotted work and/or abnormal delay in completion of work or bankruptcy and/or for activities detrimental to the interests of HITES. The decision of HITES in this regard shall be final.

**19.0** HITES reserves right to restrict the number of contracts to be awarded to the empaneled contractor at a time/stage. For example; if a firm already has one or two works with HITES in progress then the HITES reserves the right to issue tender documents.

**20.0 Change of Constitution:** -The empaneled contractor /firm shall not effect any change in the constitution of the firm without the prior intimation to HITES. Such proposal, if any shall be submitted in advance furnishing full details of the proposed change along with all supporting documents. Any change in the constitution of the firm / company without the prior approval of HITES will render the contractor / firm liable for removal from the approved list of contractors. The discretion to allow / disallow the proposed change shall vest solely with HITES. In case, the original partners/ constitution change either due to substitution or due to retirement or death the empanelment of the agency / contractor by that name shall be cancelled.

**21.0 Change of Name:** -In case of change of name of the empaneled firm / contractor without change of constitution / partners the same shall be intimated along with proof of such change to HITES

immediately but in no case later than 30 days from the date such change occurs failing which the empanelment of the agency / contractor by that name shall be cancelled.

**22.0 Change in Address-** While applying for empanelment, the contractor should mention address of his registered office as well as Head Office, if different. All documents i.e., Bankers' Certificate, Electrical license etc. should bear one of the above addresses, otherwise the same shall not be accepted.

The contractor shall intimate the change, if any, in any of the above addresses, in advance or maximum within one month of such change along with acknowledgement of noting down of such change in address from the Bank, Income Tax, Sales Tax authorities etc. Failure to do so may result in removal of his name from the approved list of contractors.

**23.0 General:-**

- 23.1** The processing fees cannot be adjusted against any pending dues of contractor working with HITES and/or HLL Lifecare Limited and the processing fee is required to be submitted in the form as mentioned in Notice for Empanelment.
- 23.2** A contractor empaneled for higher Group (monetary limit) can also participate for tenders of lower Groups (monetary limits) for the same Discipline and Category.
- 23.3** The empanelment of a Contractor with HITES shall only entitle him to be considered for issue of tender documents subject to the condition laid down in respective Notice Inviting Tenders (NIT). HITES however reserves the right not to consider any empaneled contractor for issue of tender documents for a particular work without assigning any reasons thereof & the empaneled contractor shall not have any right either to be necessarily issued the tender documents or for award of work.
- 23.4** The empaneled contractors shall be required to submit EMD& tender cost for each tender separately details of which shall be stipulated in Tender Documents.
- 23.5** **HITES reserves the right to call open tenders in which contractors / agencies not empanelled in this process but meeting the laid down qualification criteria for the tender can participate. For such tenders, the empaneled contractors under this process meeting the stipulated criteria of tender can also participate.**

- 23.6** The empaneled contractors are advised to check the details from HLL's website regularly and no claim of empaneled contractors shall be entertained whatsoever, due to non-receipt of information about the tenders of HITES, etc.
- 23.7** The empaneled contractors are advised to remain active by participating in the tenders invited by HITES and perform well. The list shall be reviewed from time to time & the contractor shall be liable to be weeded out for non-observation of enlistment rules.
- 24.0** All the applications received, will be evaluated on the basis of information and documents provided by the applicant. In case the applicant is not found suitable for the Group, his application shall be considered for the empanelment in lower monetary group (if available). In case the applicant is found suitable for lower monetary group, he shall be empaneled for lower group.
- 25.0 Enlistment Fee:** All enlisted parties should submit the enlistment fees for an amount Rs.10,000/- for project with estimated cost upto Rs 25 Crores and Rs 15,000/- for with estimated cost above Rs.25 crores in the form of a Demand Draft in favour of HLL Infra Tech Services Limited payable at Thiruvananthapuram within 15 days from the date of issue of enlistment order.
- 26.0 Digital Certificate:** The enlisted bidders should give an undertaking that they shall obtain class-3B digital Certificate within 3 months and Encryption Certificate issued by any certifying authority approved by Govt. of India and the exported public key of Digital Certificate in \*.cer format should also be submitted through e-mail for the purpose of mapping the same in the Server for enabling the bidders to participate in the e-tender
- 27.0 Integrity Pact:** The contractors applying for empanelment should give an undertaking that they shall execute the integrity pact as prescribed by CVC, if they are awarded with any works after empanelment. The format for Integrity Pact is attached along with is application document.
- 28.0** All contractors are expected to keep abreast with empanelment rules modified from time to time.

## **SECTION 3**

# **PROFORMA FOR SEEKING INFORMATION & DETAILS OF APPLICANTS (FORMS 'A' TO 'M') & LETTER OF TRANSMITTAL**



**PROFORMA FOR SEEKING INFORMATION & DETAILS OF APPLICANTS**

- 1.0 DEFINITIONS:-** In this document the following works and expressions have the meaning hereby assigned to them:
- (i) “EMPLOYER” OR “HITES”: HLL INFRA TECH SERVICES LIMITED.
  - (ii) “APPLICANT” Means the Contracting Agency submitting the application for empanelment
  - (iii) “YEAR” Means “Financial Year” unless stated otherwise.
- 2.0** Forms for giving details for Empanelment and Letter of transmittal are given in this section.
- 3.0** NITs will be sent to the eligible empaneled contractors through E-mail. Responsibility of correctness of E-mail address shall be on the empaneled contractor only.
- 4.0** All information called for in the enclosed forms should be furnished against the relevant columns. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. No column shall be left blank. Marking dashes should be avoided. Even if no information is to be provided in a column a ‘NIL’ or “NO SUCH CASE’ entry should be made in that column. If any particulars/ query is not applicable in case of the applicant, it should be stated as “Not Applicable”. The applicants are cautioned that not giving complete information called for in the prescribed forms or deliberately suppressing the information may result in the application being rejected. Applications made by the E-mail and those received late or without processing fees will not be entertained.
- 5.0** The application should be type-written. The applicant should sign and stamp each page of the application with date & name of Signatory.
- 6.0** Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the Empanelment documents are numbered. Additional sheets, if any, added by the contractor should be also numbered by him. They should be submitted as a package with signed letter of transmittal.

- 7.0** References, information and certificates from the respective clients certifying suitability, technical knowhow or capability of the applicant should be signed by an officer not below the rank of Executive Engineer or equivalent. Complete address of the Client should be given.
- 8.0** The applicant may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the works. The applicants are however, advised not to furnish superfluous information. No information shall be entertained after submission of Empanelment documents unless it is called for by the HITES.
- 9.0** Any information furnished by the applicant found to be incorrect either immediately or at a later date would render him liable to be debarred from Empanelment /tendering / taking up of work in HITES. If such applicant happens to be empaneled / empaneled contractor in more than one Group/Category his name shall be removed from all the Groups / Categories of the empanelment list of contractors.
- 10.0** Prospective applicants may request clarification on the Empanelment document within seven days prior to the last date of submission of Empanelment application as mentioned in Notice for Empanelment. No request for clarification will be considered after said date.
- 11.0** Empanelment letters will be sent to only those successful applicants who meet the qualifying criteria.
- 12.0 METHOD OF APPLICATION:-**
- (i)** If the applicant is an individual, the application shall be signed by him above his full typewritten name and current address with date.
  - (ii)** If the applicant is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address and date.
  - (iii)** If the applicant is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses with date or alternatively by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases



a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

- (iv)** If the applicant is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The applicant should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary. The Signatory's full type written name, current address with date should be mentioned.

### 13.0 FINAL DECISION MAKING AUTHORITY

HITES reserves the right to modify the eligibility criteria, to decide on cutoff date of implementation, to accept or reject any application, to annul the empanelment process, to reject all applications or accept new applications at any time, without assigning any reason or incurring any liability to the applicants.

### 14.0 EVALUATION CRITERIA FOR EMPANELMENT

#### 14.01 Criteria for Evaluation of the Performance of Contractors.

| Attributes |   | Evaluation  |              |             |             |                      |    |
|------------|---|---|--------------|-------------|-------------|----------------------|----|
| <b>(a)</b> | Financial Strength (20 marks)                             |   |              |             |             |                      |    |
|            | <b>(i)</b> Average annual Turnover (16 marks)             | <b>(i)</b> 60% marks for minimum eligibility criteria<br><b>(ii)</b> 100% marks for twice the minimum eligibility criteria or more<br>In between (i) & (ii)-on pro-rata basis |              |             |             |                      |    |
|            | <b>(ii)</b> Solvency certificate (4 marks)                |   |              |             |             |                      |    |
| <b>(b)</b> | Experience in similar class of works (20marks)            | <b>(i)</b> 60% marks for minimum eligibility criteria<br><b>(ii)</b> 100%marks for twice the minimum eligibility criteria in between (i) & (ii)-on pro-rata basis             |              |             |             |                      |    |
| <b>(c)</b> | <b>Performance on works (timely completion) (20marks)</b> |   |              |             |             |                      |    |
|            | <b>Parameter points</b>                                   | <b>Calculation for</b>  | <b>Score</b> |             |             | <b>Maximum Marks</b> |    |
|            |   | <b>If TOR=</b>  | <b>1.00</b>  | <b>2.00</b> | <b>3.00</b> | <b>&gt;3.50</b>      | 20 |
|            | <b>(i)</b> Without levy of compensation                   |   | 20           | 15          | 10          | 5                    |    |
|            | <b>(ii)</b> With levy of compensation                     |   | 20           | 5           | 0           | -5                   |    |
|            | <b>(iii)</b> Levy of compensation not decided             |   | 20           | 10          | 0           | 0                    |    |

TOR= AT/ST, where AT=Actual Time; ST=Stipulated Time.

Note:-Marks for value in between the stages indicated above is to be determined by straight line variation basis.

|            |  |  |
|------------|--|--|
| <b>(d)</b> | <b>Performance of works (Quality)</b>  | <b>(15 marks)</b>                      |
|            | <b>(i)</b> Very Good   | 15                                     |
|            | <b>(ii)</b> Good   | 10                                     |
|            | <b>(iii)</b> Fair/ Satisfactory  | 5                                      |
|            | <b>(iv)</b> Poor   | 0                                      |
| <b>(e)</b> | <b>Personnel &amp; Establishment .....</b>                                   | <b>Max. 10 Marks</b>                   |
|            | <b>(i)</b> Graduate Engineer .....   | 3 Marks for each                       |
|            | <b>(ii)</b> Diploma Engineer .....   | 2 Marks for each (Max. 4 Marks)        |
|            | <b>(iii)</b> Supervisor/Foreman (Minimum Qualification Class XII/ITI).....   | 1 Mark for each (Max. 3 Marks)         |
| <b>(f)</b> | <b>Plant &amp; Machinery .....</b>   | <b>Max. 15 Marks</b>                   |
|            | <b>(Applicable for Civil Works &amp; Composite work including services)*</b> |  |
|            | <b>1)</b> Hopper Mixer.....  | 1 Mark for each (Max. 2 Marks)         |
|            | <b>2)</b> Trucks/Tippers/Transit Mixers.....                                 | 1 Mark for each (Max. 2 Marks)         |
|            | <b>3)</b> Steel Shuttering.....  | 2 Marks for each 800sqm (Max. 4 Marks) |
|            | <b>4)</b> Tower Crane.....   | 2 Marks for each (Max. 4 Marks)        |
|            | <b>5)</b> Building Hoist.....  | 1 Mark for each (Max. 2 Marks)         |
|            | <b>6)</b> Excavator.....   | 1 Mark for each (Max. 2 Marks)         |
|            | <b>7)</b> Batch Mix Plant.....   | 2 Marks for each (Max. 4 Marks)        |
|            | <b>8)</b> Tendon Roller.....   | 1 Mark for each (Max. 2 Marks)         |
|            | <b>9)</b> Vibration Compactor.....   | 1 Mark for each (Max. 2 Marks)         |
|            | <b>10)</b> Paver Finisher.....   | 2 Marks for each (Max. 4 Marks)        |
|            | <b>11)</b> Hot Mix Plant .....   | 2 Marks for each (Max. 4 Marks)        |
|            | <b>12)</b> Road Roller.....  | 2 Marks for each (Max. 2 Marks)        |
|            | <b>13)</b> Electric Pump.....  | 1 Mark for each (Max. 2 Marks)         |
|            | <b>14)</b> Diesel Generator.....   | 2 Marks for each (Max. 2 Marks)        |
|            | <b>15)</b> Drilling Machine.....   | 1/2 Mark for each (Max. 2 Marks)       |
|            | <b>16)</b> Ladder Steel/Aluminium (Ht. 1.5M to 8.0M).....                    | 1/2 Mark for each set (Max. 2 Marks)   |
|            | <b>17)</b> Chase Cutting Machine.....  | 1 Mark for each (Max. 2 Marks)         |
|            | <b>18)</b> Total Station.....  | 1 Mark for each (Max. 2 Marks)         |
|            | <b>19)</b> Concrete Mixers of full bag capacity.....                         | 1 Mark for each (Max. 2 Marks)         |
|            | <b>20)</b> Steel props.....  | 1 Mark for each (Max. 2 Marks)         |
|            | <b>21)</b> Mortar Mixers.....  | 1 Mark for each (Max. 2 Marks)         |
|            | <b>22)</b> Vibrators   |  |
|            | (a) Needle vibrators (i) Oil.....  | 1 Mark for each (Max. 2 Marks)         |
|            | (ii) Electric.....   | 1 Mark for each (Max. 2 Marks)         |
|            | (b) Beam vibrators.....  | 1 Mark for each (Max. 2 Marks)         |
|            | (c) Slab vibrators.....  | 1 Mark for each (Max. 2                |
|            | Marks)   |  |
|            | (d) Shutter vibrators.....   | 1 Mark for each (Max. 2 Marks)         |
|            | <b>(Applicable for Electrical)*</b>  |  |
|            | <b>23)</b> Electrical wire drawing equipment.....                            | 1 Mark for each (Max. 2 Marks)         |

- 24) Torque wrench for nut/bolt/screws.....1 Mark for each (Max. 2 Marks)
- 25) Primary and secondary injection equipment.....1 Mark for each (Max. 2 Marks)
- 26) Dielectric strength testing machine.....1 Mark for each (Max. 2 Marks)
- 27) Magnetic dial indicator for alignment.....1 Mark for each (Max. 2 Marks)
- 28) Conduit Die Set.....1 Mark for each (Max. 2 Marks)
- 29) Pipe Vice.....1 Mark for each (Max. 2 Marks)
- 30) Bench Vice.....1 Mark for each (Max. 2 Marks)
- 31) LTMegger-1000Volts.....1 Mark for each (Max. 2 Marks)
- 32) LTMegger-500Volts.....1 Mark for each (Max. 2 Marks)
- 33) Tong Tester.....1 Mark for each (Max. 2 Marks)
- 34) Multi meter.....1 Mark for each (Max. 2 Marks)
- 35) Hydraulically operated crimping machine.....1 Mark for each (Max. 2 Marks)
- 36) Hand operated crimping machine.....1 Mark for each (Max. 2 Marks)
- 37) Earth Tester.....1 Mark for each (Max. 2 Marks)
- 38) Overhead conductor puller.....1 Mark for each (Max. 2 Marks)
- 39) Test bench for light fittings.....1 Mark for each (Max. 2 Marks)
- 40) Cable fault location megger.....1 Mark for each (Max. 2 Marks)
- 41) Core cutting machine.....1 Mark for each (Max. 2 Marks)
- 42) Oil testing set.....1 Mark for each (Max. 2 Marks)

**(Applicable for HVAC)\***

- 43) Portable Drilling machine.....1 Mark for each (Max. 2 Marks)
- 44) Pipe Vice.....1 Mark for each (Max. 2 Marks)
- 45) Bench Vice.....1 Mark for each (Max. 2 Marks)
- 46) Multi meter.....1 Mark for each (Max. 2 Marks)
- 47) Tong tester.....1 Mark for each (Max. 2 Marks)
- 48) Steel/Aluminum ladder.....1 Mark for each (Max. 2 Marks)
- 49) Thermometer.....1 Mark for each (Max. 2 Marks)
- 50) Anemometer.....1 Mark for each (Max. 2 Marks)
- 51) Sound level meter.....1 Mark for each (Max. 2 Marks)

**(Applicable for Fire Protection System)\***

- 52) Crane, slings, Rope, Steel rope, D-Shackle.....1 Mark for each (Max. 2 Marks)
- 53) Painting-Brush, Sand paper.....1 Mark for each (Max. 2 Marks)
- 54) Drilling Machine (dewalt).....1 Mark for each (Max. 2 Marks)
- 55) Grinding M/C.....1 Mark for each (Max. 2 Marks)
- 56) Cutting M/C(dewalt).....1 Mark for each (Max. 2 Marks)
- 57) Welding M/C.....1 Mark for each (Max. 2 Marks)
- 58) Screw M/C.....1 Mark for each (Max. 2 Marks)
- 59) Chain Block.....1 Mark for each (Max. 2 Marks)
- 60) Pulley.....1 Mark for each (Max. 2 Marks)
- 61) Rope.....1 Mark for each (Max. 2 Marks)
- 62) Spanner(double end and rings).....1 Mark for each (Max. 2 Marks)
- 63) Hammer.....1 Mark for each (Max. 2 Marks)
- 64) Gas cutting set.....1 Mark for each (Max. 2 Marks)

- |            |  |                                |
|------------|--|--------------------------------|
| <b>65)</b> | Chisel.....  | 1 Mark for each (Max. 2 Marks) |
| <b>66)</b> | Hole saw cutter.....   | 1 Mark for each (Max. 2 Marks) |
| <b>67)</b> | Scaffolding.....   | 1 Mark for each (Max. 2 Marks) |
| <b>68)</b> | Ladder.....  | 1 Mark for each (Max. 2 Marks) |
| <b>69)</b> | Lump.....  | 1 Mark for each (Max. 2 Marks) |
| <b>70)</b> | Spirit level.....  | 1 Mark for each (Max. 2 Marks) |
| <b>71)</b> | Derik.....   | 1 Mark for each (Max. 2 Marks) |
| <b>72)</b> | Screw Spanner.....   | 1 Mark for each (Max. 2 Marks) |
| <b>73)</b> | Pipe wrench.....   | 1 Mark for each (Max. 2 Marks) |
| <b>74)</b> | Cutting player.....  | 1 Mark for each (Max. 2 Marks) |
| <b>75)</b> | Screw driver, Tester.....  | 1 Mark for each (Max. 2 Marks) |
| <b>76)</b> | Distribution Board with trip switch and indicator.....               | 1 Mark for each (Max. 2 Marks) |
| <b>77)</b> | Multi meter.....   | 1 Mark for each (Max. 2 Marks) |
| <b>78)</b> | Cables.....  | 1 Mark for each (Max. 2 Marks) |
| <b>79)</b> | Cutting wheel.....   | 1 Mark for each (Max. 2 Marks) |
| <b>80)</b> | Grinding wheel.....  | 1 Mark for each (Max. 2 Marks) |
| <b>81)</b> | Drill bit.....   | 1 Mark for each (Max. 2 Marks) |
| <b>82)</b> | Trolley-all kind of.....   | 1 Mark for each (Max. 2 Marks) |
| <b>83)</b> | File.....  | 1 Mark for each (Max. 2 Marks) |
| <b>84)</b> | Welding Rod.....   | 1 Mark for each (Max. 2 Marks) |
| <b>85)</b> | Safety PPE(Helmet ,Shoes, Goggeles, Safety harness ,gloves etc)..... | 1 Mark for each (Max. 2 Marks) |
| <b>86)</b> | Mobile scaffold.....   | 1 Mark for each (Max. 2 Marks) |
| <b>87)</b> | Fire extinguishers.....  | 1 Mark for each (Max. 2 Marks) |
| <b>88)</b> | Steel tapes.....   | 1 Mark for each (Max. 2 Marks) |
| <b>89)</b> | Painting / Coating thickness gauge.....                              | 1 Mark for each (Max. 2 Marks) |
| <b>90)</b> | Micrometers / Vernier calipers.....                                  | 1 Mark for each (Max. 2 Marks) |
| <b>91)</b> | Hydraulic test machine.....  | 1 Mark for each (Max. 2 Marks) |
| <b>92)</b> | Clamp –on – ammeter , megger.....                                    | 1 Mark for each (Max. 2 Marks) |
| <b>93)</b> | Hammers.....   | 1 Mark for each (Max. 2 Marks) |
| <b>94)</b> | Pressure gauge.....  | 1 Mark for each (Max. 2 Marks) |
| <b>95)</b> | Flow meter.....  | 1 Mark for each (Max. 2 Marks) |

**(Applicable for LIFT)\***

- 96)** Original Lift Manufacturers.....15 Marks for each

**(Applicable for Pre Fab)\***

- 97)** Steel fabrication.....5 Marks for each  
**98)** Structural Design Software.....5 Marks for each  
 Balance equipments as given in civil/electrical category.....(5 Marks Maximum)

**(Applicable for Interior works)\***

- 99)** Erection Equipment.....1 Mark for each (Max. 2 Marks)  
**100)** Machine for cutting, grooving, molding, beading,etc...1 Mark for each (Max. 2 Marks)

|            |  |
|------------|--|
|            | <p><b>101)</b> Sawing Machine.....1 Mark for each (Max. 2 Marks)</p> <p><b>102)</b> Planing Machine.....1 Mark for each (Max. 2 Marks)</p> <p><b>103)</b> Welding sets.....1 Mark for each (Max. 2 Marks)</p> <p><b>104)</b> Machines for screw driving.....1 Mark for each (Max. 2 Marks)</p> <p><b>105)</b> Drilling Machine.....1 Mark for each (Max. 2 Marks)</p> <p>[Maximum 12 Marks can be taken from the above list. Balance equipments as given in civil/electrical category.....(5 Marks Maximum)]</p> |
| <b>(g)</b> | For ISO 9001-2008 certificate - 5 bonus marks [minimum weightage of 50%, not applicable for (g)]   |

**Note:**

1. To become eligible for short listing the bidder must secure at least fifty percent marks in each and sixty percent marks in aggregate.
  2. The department, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.
  3. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:-
    - a. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document,
    - b. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.
- 14.02** For the purpose of Empanelment applicant will be evaluated on the basis or minimum stipulated financial and past experience criteria as well as other criteria mentioned including Progress of present works in hand.

**15.0 FINANCIAL INFORMATION**

Applicant should furnish the following information:-

- (a) Annual financial statement for the last five years (in Form "C"). This should be supported by audited balance sheets and profit and loss accounts (with all schedules attached) along with details required for assessing the net worth duly certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department.
- (b) Name & Address of the bankers.

**16.0 EXPERIENCE IN WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS**

**16.01** Applicant should furnish the following:-

- (a) List of all similar works successfully completed during the last five years (in form "D").

(b) List of the projects under execution or awarded (in Form "E").

**16.02** Similar works for various category/class shall mean as follows:-

**(a) Category I - Civil & Composite works including non-medical equipment & services etc. for Hospitals/Healthcare Projects**

**1. Category I (Class A(HC) to D(HC))-**

- i. Project/projects comprising of Construction of any Multistoried RCC framed structure building of General Hospital/Super Specialty Hospital/Medical College/Dental College of height more than 15metresabove ground level including finishing complete with internal & external services like Plumbing, Electrical, HVAC & Fire Fighting System etc.
- ii. At least one work should be with some Central/ State Govt. department/ Central Autonomous Body/ Central Public Sector Undertaking.

**2. Category I (Class E (HC) to H(HC))-**

- i. Project/projects comprising of Construction of any Multistoried RCC framed structured of General Hospital/Super Specialty Hospital/Medical College/Dental College of height more than 12metres above ground level including finishing complete with internal & external services like Plumbing, Electrical, HVAC& Fire Fighting System etc.
- ii. At least one work should be with some Central/ State Govt. department/ Central Autonomous Body/ Central or State Public Sector Undertaking.

**(b) Category II - Civil & Composite Works Including Equipment & Services etc. on Engineering, Procurement & Construction (EPC) Mode for Hospital/Healthcare Projects –**

**1. Category II {Class A (EPC) to D (EPC)} -.**

- i. Project/projects containing construction of any Multistoried RCC framed structure building of General Hospital/Super Specialty Hospital/Medical College/Dental College of height more than 15 meters above ground level on **Engineering, Procurement & Construction (EPC) Mode** with supply, installation, testing & commissioning of equipment, furniture, medical services viz. MGPS etc. including finishing complete with internal & external services like Plumbing, Electrical, HVAC & Fire Fighting System etc.

- ii. At least one work should be with some Central/ State Govt. department/ Central Autonomous Body/ Central or State Public Sector Undertaking.

**(c) Category III - Civil Works & Composite works including equipments & services etc. for Institutional Building Projects.**

**1. Category III {Class A (IB) to D (IB)} -.**

- i. Project/projects comprising Construction of any Multistoried RCC framed structure and height more than 15 meters above ground level or any Multistoried RCC framed structure with minimum five storied above ground level including finishing complete with internal & external services like Plumbing, Electrical, HVAC & Fire Fighting System etc.
- ii. At least one work should be with some Central/ State Govt. department/ Central Autonomous Body/ Central or State Public Sector Undertaking.

**2. Category III {Class E (IB) to H (IB) }**

- i. Project/projects comprising Construction of any Multistoried RCC framed structure and height more than 12 meters above ground level or any Multistoried RCC framed structure with minimum three storied above ground level including finishing complete including internal & external services like Plumbing, Electrical etc.
- ii. At least one work should be with some Central/ State Govt. department/ Central Autonomous Body/ Central or State Public Sector Undertaking.

**d. Category iv - Civil Works**

**1. Category IV { Class A(CW) to E(CW) } ->**

- i. Project/projects comprising Construction of any Multistoried RCC framed structure and height more than 15 meters above ground level or any Multistoried RCC framed structure with minimum five storied above ground level including finishing complete.
- ii. At least one work should be with some Central/ State Govt. department/ Central Autonomous Body/ Central or State Public Sector Undertaking.

**3. Category IV {Class E(CW) to H(CW) }**

Project/projects comprising Construction of any Multistoried RCC framed structure and height more than 12 meters above ground level or any Multistoried RCC framed structure with minimum three storied above ground level including finishing complete

At least one work should be with some Central/ State Govt. department/ Central Autonomous Body/ Central or State Public Sector Undertaking.

**e. Category V - Interior Works**

**1. Class A (IW) to E (IW)}**

- i. Project/projects comprising Interior Works for any Multistoried structure with minimum three storied above ground level
- ii. At least one work should be with some Central/ State Govt. department/ Central Autonomous Body/ Central or State Public Sector Undertaking.

**f. Category VI - Pre engineered building works**

**1. Class A (PBW) to E (PBW)}**

- i. Project/projects comprising Pre engineered building works for any Multistoried structure with minimum three storied above ground level
- ii. At least one work should be with some Central/ State Govt. department/ Central Autonomous Body/ Central Public Sector Undertaking

**g. Category VII - Electrical works**

**1. Class A (EW) to E (EW)}**

- i. Project/projects comprising Construction of Electrical (External & Internal), Substation, LV System for any Multistoried RCC framed structure with minimum three storied above ground level.
- ii. At least one work should be with some Central/ State Govt. department/ Central Autonomous Body/ Central Public Sector Undertaking

**h. Category VIII - Fire Fighting Works**

**1. Class A (FFW) to E (FFW)}**



- I. Project/projects comprising for SITC of Fire Fighting System for any Multistoried RCC framed structure with minimum three storied above ground level.
- II. At least one work should be with some Central/ State Govt. department/ Central Autonomous Body/ Central Public Sector Undertaking

**i. Category IX - LIFT Works**

**1. Class A (LW) to E (LW)}**

- I. Project/projects comprising of SITC of LIFT for any Multistoried RCC framed structure with minimum three storied above ground level.
- i. At least one work should be with some Central/ State Govt. department/ Central Autonomous Body/ Central Public Sector Undertaking

**j. Category X - HVAC Works**

**1. Class A (HVAC) to E (HVAC)}**

- II. Project/projects comprising of SITC of HVAC for any Multistoried RCC framed structure with minimum three storied above ground level.
- ii. At least one work should be with some Central/ State Govt. department/ Central Autonomous Body/ Central Public Sector Undertaking

**17.0** Particulars of completed works and performance of the applicant duly authenticated / certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each work completed or in progress (preferably in Form "F" or as per Performa of concerned Clients covering the required information as asked for in Form "F"). The work completion /experience certificates issued by other than Govt. Deptt. /PSU shall be supported by the copies of the work orders.

**18.0 AVAILABILITY OF EQUIPMENT RESOURCE:** -Applicant is required to furnish the details of Plant & Machinery available with the applicant in Form "G".

**19.0 ORGANIZATION INFORMATION:** -Applicant is required to submit the following information in respect of his organization.

- (a) Name & Postal Address, including Telephone and mobile no., Fax number, E-mail address etc.
- (b) Copies of original documents defining the legal status, place of Registration and principal places of business.
- (c) Name of Directors and Officers concerned with the work, with designation of individuals authorized to act for the organization.
- (d) Information on any litigation in which the applicant was involved during the last five years, including any current litigation.
- (e) Authorization to HITES to seek detailed references.

**20.0 LETTER OF TRANSMITTAL**

The applicant should submit the letter of transmittal attached with Empanelment document duly signed by him.

**21.0** Any effort on the part of the applicant or his agent to exercise influence or to pressurize the employer would result in rejection of his application. Canvassing of any kind is prohibited.

**22.0** Empanelment documents should be submitted in Bound manner. Order in which the documents to be submitted is as under. Empanelment applications are liable to discarded if the applications are not submitted in the desired manner.

| Sl.No. | Description   |
|--------|---|
| 1.     | Application for Empanelment of contractor (Form 'A')                  |
| 2.     | Structure and Organization (Form 'B')                                 |
| 3.     | Financial information (Form 'C')                                      |
| 4.     | Details of similar works completed during the last 5 years (Form 'D') |
| 5.     | Projects under execution or awarded (Form 'E')                        |
| 6.     | Performance reports (Form 'F')  |
| 7.     | Plant & Machinery (Form 'G')  |
| 8.     | Affidavit (Form 'H')  |
| 9.     | Bankers Certificate (Form 'I')  |
| 10.    | Affidavit to be submitted by applicant Contractor/Firm (Form 'J')     |
| 11.    | Affidavit to be submitted by Individual Technical staff (Form 'K')    |
| 12.    | Litigation Details (Form 'L')   |
| 13.    | Demand Draft  |
| 14.    | List of Near Relatives working in HITES/HLL LIFECARE LTD.             |

|            |   |
|------------|---|
| <b>15.</b> | Copy of Registration in other Department(s).                    |
| <b>16.</b> | Certificate of Registration for Service Tax.                    |
| <b>17.</b> | Letter of Transmittal   |
| <b>18.</b> | EPF registration number   |
| <b>19.</b> | Copy of IT return   |
| <b>20.</b> | PAN   |
| <b>21.</b> | Copy of VAT registration  |
| <b>22.</b> | Certificate of incorporation                                    |
| <b>23.</b> | Power of Attorney   |
| <b>24.</b> | Memorandum of Articles of Association                           |
| <b>25.</b> | <i>Solvency Certificate issued by a scheduled Bank of India</i> |
| <b>26.</b> | Document in support of Applicant legal status                   |
| <b>27.</b> | Any other documents   |

**FORM 'A'**

**APPLICATION FOR EMPANELMENT OF CONTRACTORS**

CATEGORY:

CLASS:

- 1. Name of the Applicant : .....  
(Individual/Firm/Company)
- 2. Nationality : .....
- 3. Address:
  - i) Registered Office : .....
  - : .....
  - : .....
- 4. Contact Details :
  - i) Telephone Number : .....
  - ii) Fax Number : .....
  - iii) Mobile Number : .....
  - iv) Website URL ( if any) : .....
  - v) Email Id : .....
- 5. PAN number : .....
- (Individual/Firm/Company) : .....
- 6. Constitution :  
: (Proof of Constitution enclosed)

7. Name, scanned passport size photo and scanned signature of the individual(s)/Partner(s)/Director(s) (having white background and printed name at bottom)

| 1.          | 2.          | 3.          | 4.          |
|-------------|-------------|-------------|-------------|
| Paste Photo | Paste Photo | Paste Photo | Paste Photo |
| Name        | Name        | Name        | Name        |
| Signature   | Signature   | Signature   | Signature   |

8. Is the Individual /Sole Proprietor/any Partner/ Director of Company:

- a) Dismissed Government Servant: Yes ..... No.....
- b) Removed from approved list of contractors in any other Dept.(if applicable): Yes..... No.....
- c) Having business banned/suspended by

- any Government in the past: Yes..... No.....
- d) Convicted by Court of Law:**
- e) Retired Engineer/official from Engineering/Admin  
Department of Government of India within  
Last one year:** Yes..... No.....
- f) Director or partner of any other company/firm  
Enlisted with any other department:** Yes..... No.....
- g) Member of parliament or any  
State legislative assembly:** Yes..... No.....

If answer to any of the above is 'Yes' Furnish details on a separate sheet:

**9.a) Name of person holding power of attorney (if any):** .....

**b) Nationality :**

**d) Address & Contact No. :**

**10. Name of Banker with full address.**

**11. Place of Business.**

**12. Full Time Technical Staff in Applicant's employment.**

**13. Whether enlisted with CPWD, MES or any other Dept? (If yes give details).**

**14. Is any Person working with the applicant a near relative of the official of HITES/HLL LifeCare? (If yes give details)**

The requisite processing fees of Rs. -----/- (Rupees -----) only is herewith submitted in Demand Draft/pay Order No.....dated.....

**Note:-**

\*In case of sole proprietorship/HUF: an affidavit executed before a Notary Public that the applicant is the sole proprietor of the firm/Karta of HUF.

\*In case of partnership firm: (Submit attested copies)

\*Partnership deed attested by Notary Public.

\*In case of Private/Public Ltd. Co. Article of Association duly attested by Notary Public.

\*Power of attorney, if any attested by Notary public.

(Dated Signature & Seal of the Applicant)

**FORM 'B'**

**STRUCTURE AND ORGANIZATION**

|            |  |  |
|------------|--|--|
| <b>1.</b>  | Name and address of applicant  |  |
| <b>2a.</b> | Telephone No. / fax No./ Mobile No.  |  |
| <b>2b.</b> | Working E-mail ID*   |  |
| <b>3.</b>  | Legal status of the applicant (attach copies of original documents defining the legal status)  |  |
|            | The Applicant is :   |  |
|            | <b>a)</b> An individual.   |  |
|            | <b>b)</b> Proprietary Firm.  |  |
|            | <b>c)</b> Firm in Partnership.   |  |
|            | <b>d)</b> A Limited Company (Private or Public) or Corporation.  |  |
| <b>4.</b>  | Particular of Registration with various Government bodies/Organization. (attach attested Photocopy)  |  |
| <b>5.</b>  | Name of Directors/ Partners with their addresses, Telephone numbers, Fax, Email.   |  |
| <b>6.</b>  | Designation of individuals authorized, to act for the Organization.  |  |
| <b>7.</b>  | Was the applicant ever required to suspend any construction for a period of more than six months continuously after Commencement of the construction? If so, give the name of the project & reasons of suspension of work. |  |
| <b>8.</b>  | Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reason for abandonment.                               |  |
| <b>9.</b>  | Has the applicant or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organization at any time? If so, give details.  |  |
| <b>10.</b> | Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.  |  |
| <b>11.</b> | Other Details:<br><b>a)</b> EPF No. valid up to<br><b>b)</b> Sales Tax No. valid up to   |  |

|            |  |  |
|------------|--|--|
|            | <b>c) Clearance of Sales Tax up to</b>                             |  |
|            | <b>d) Pan No.</b>  |  |
|            | <b>e) Service tax Registration No.<br/>(Copies to be enclosed)</b> |  |
| <b>12.</b> | Any other information considered necessary but not included above. |  |

(Dated Signature & Seal of the Applicant)

**Note: a)** In “ Other details” if any of the registration/clearance is not applicable/ exempted/not available with applicant the applicant shall submit an affidavit/undertaking stating that the same will be obtained before participating in tender/award of work.

**b)(\*)** E-mail Address is mandatory. As the NITs will be sent to the empanelled contractors through E-mail only, responsibility of correctness of E-mail address shall rest on them only.

**FORM 'C'****FINANCIAL INFORMATION**

| <b>Sr. NO</b> | <b>Financial Year</b> | <b>Turnover(in Rs. Lakhs)</b> | <b>Profit/Loss(-) in Rs. Lakhs</b> |
|---------------|-----------------------|-------------------------------|------------------------------------|
| <b>1</b>      | 2010-2011             |                               |                                    |
| <b>2</b>      | 2011-2012             |                               |                                    |
| <b>3</b>      | 2012-2013             |                               |                                    |
| <b>4</b>      | 2013-2014             |                               |                                    |
| <b>5</b>      | 2014-2015             |                               |                                    |

Note: Certified copies of audited Balance Sheets/Chartered Accountants Certificates to be enclosed.

Signature of Chartered  
Accountant with Seal

Seal and Signature of  
Applicant with date



**FORM 'D'****DETAILS OF ALL SIMILAR WORKS COMPLETED  
DURING THE LAST FIVE YEARS**

| <b>S. No.</b> | <b>Name of work/Project &amp; Location</b> | <b>Owner or Organization with complete address</b> | <b>Value of work incroreson completion</b> | <b>Date of commencement as per contract</b> | <b>Stipulated date of completion as per contract</b> | <b>Actual date of completion</b> | <b>Litigation/ Arbitration pending/ in progress with details</b> | <b>Name and address/ telephone number of officer to whom reference may be made</b> | <b>Remarks</b> |
|---------------|--|--|--|---|--|----------------------------------|--|--|----------------|
| <b>(1)</b>    | <b>(2)</b>                                 | <b>(3)</b>   | <b>(4)</b>                                 | <b>(5)</b>                                  | <b>(6)</b>   | <b>(7)</b>                       | <b>(8)</b>   | <b>(9)</b>   | <b>(10)</b>    |
|               |  |  |  |   |  |                                  |  |  |                |

Place:

Date:

Dated(Signature &amp; Seal of the Applicant)

**FORM 'E'****PROJECT UNDER EXECUTION OR AWARDED**

| S. No. | Name of work/Project & Location | Owner or Organization with complete address | Value of work in crores at completion | Date of commencement as per contract | Stipulated date of completion as per contract | Litigation/Arbitration ending/ in progress with details | Name and address/ telephone number of officer to whom reference may be made | Remarks including upto date Progress |
|--------|---------------------------------|---|---------------------------------------|--------------------------------------|---|---|---|--------------------------------------|
| (1)    | (2)                             | (3)   | (4)                                   | (5)                                  | (6)   | (7)   | (8)   | (9)                                  |
|        |                                 |   |                                       |                                      |   |   |   |                                      |

Place:

Date:

(Signature &amp; Seal of the Applicant)

**FORM 'F'**

PERFORMANCE REPORT IN RESPECT OF M/S. \_\_\_\_\_

|            |   |           |      |                   |      |
|------------|---|-----------|------|-------------------|------|
| <b>1.</b>  | Name of work/Project & Location                                 |           |      |                   |      |
| <b>2.</b>  | Agreement Number  |           |      |                   |      |
| <b>3.</b>  | Estimated Cost  |           |      |                   |      |
| <b>4.</b>  | Tendered Amount   |           |      |                   |      |
| <b>4.a</b> | Completed Cost of work  |           |      |                   |      |
| <b>5.</b>  | Date of Start   |           |      |                   |      |
| <b>6.</b>  | Date of completion  |           |      |                   |      |
|            | <b>i.</b> Stipulated date of completion                         |           |      |                   |      |
|            | <b>ii.</b> Actual date of completion/ likely date of completion |           |      |                   |      |
| <b>7.</b>  | Amount of compensation levied for delayed completion, if any.   |           |      |                   |      |
| <b>8.</b>  | Performance report  |           |      |                   |      |
|            | <b>a)</b> Quality of work.                                      | Very good | Good | Fair/Satisfactory | Poor |
|            | <b>b)</b> Resourcefulness                                       | Very good | Good | Fair/Satisfactory | Poor |
|            | <b>c)</b> Financial Soundness                                   | Very good | Good | Fair/Satisfactory | Poor |
|            | <b>d)</b> Technical Proficiency                                 | Very good | Good | Fair/Satisfactory | Poor |
|            | <b>e)</b> General Behavior                                      | Very good | Good | Fair/Satisfactory | Poor |

Signature of

Dated:

Executive Engineer/ Project Manager or Equivalent  
With Seal

Note:

1. The Performance report is to be submitted separately for each work mentioned in form 'D' & 'E' This report should be signed by the authority of owner not less than the rank of Executive Engineer or equivalent.
2. The Performance report is to be submitted separately for each work executed/under execution for HLL Lifecare Limited/HITES duly signed by Executive Engineer/Project Manager or Equivalent
3. The Performance report is to be submitted in the above format. In case, different Performa is used the applicant shall ensure that the report/certificate shall contain the above information.

**FORM 'G'****Affidavit to be filed by applicant contractor/firm**

(To Be Submitted on NON-JUDICIAL Stamp OF Minimum of Rs.50/- or as applicable for affidavit as per respective state Government rule)

I, ..... Sole proprietor/Director/Partner of M/s/Shri.

Regd. Office at.....,

Do hereby solemnly affirm and declare that our firm is in possession of following Tools & Plants of Machinery.

**(Applicable for Civil Works & Composite work including services)\***

| S.No | Description of Item   | Quantity   |
|------|---|--|
| 1.   | Total Station   | .....N   |
| 2.   | Builders Hoist/Tower Crane  | .....No  |
| 3.   | Concrete Mixers of full bag capacity  | .....N   |
| 4.   | Steel shuttering  | .....Sq  |
| 5    | Out of total quantities of steel shuttering at 4 above, quantities procured during last 2 years                                 | ..... Sqm  |
| 6.   | Steel props   | .....cum space   |
| 7    | Out of total quantities of Steel props at 6 above, Quantities procured during last 2 years                                      | .....cum space   |
| 8.   | Mortar Mixers   | .....No  |
| 9    | Vibrators<br>(a) Needle vibrators (i) Oil<br>(ii) Electric<br>(b) Beam vibrators<br>(c) Slab vibrators<br>(d) Shutter vibrators | .....No.<br>.....No.<br>.....No.<br>.....No.<br>.....No. |
| 10.  | Vibrocompactor  | .....No  |
| 11.  | Batching Plant (fully automatic minimum.....m <sup>3</sup> capacity) with pump  | .....No  |

**(Applicable for Electrical)\***

| S. No. | Description of Item   | Quantity   |
|--------|---|--|
| 1.     | Steel/Aluminium Ladder 1.5m to 8m<br>1.5m<br>3.0m<br>.....m | .....Sets<br>.....Sets<br>.....Sets<br>.....Sets |
| 2.     | Chase cutting machine                                       | .....Sets  |
| 3.     | Electrical wire drawing equipment                           | .....Sets  |
| 4.     | Torque wrench for nut/bolt/screws                           | .....Sets  |
| 5.     | Primary and secondary injection equipment                   | .....Sets  |
| 6.     | Dielectric strength testing machine                         | .....Sets  |

|     |   |           |
|-----|---|-----------|
| 7.  | Magnetic dial indicator for alignment   |           |
| 8.  | Conduit Die Set                         | .....Sets |
| 9.  | Pipe Vice                               | .....Sets |
| 10. | Bench Vice                              | .....Sets |
| 11. | LTMegger-1000Volts                      | .....Sets |
| 12. | LTMegger-500Volts                       | .....Sets |
| 13. | Tong Tester                             | .....Sets |
| 14. | Multi meter                             | .....Sets |
| 15. | Hydraulically operated crimping machine | .....Sets |
| 16. | Hand operated crimping machine          | .....Sets |
| 17. | Earth Tester                            | .....Sets |
| 18. | Portable Drilling machine               | .....Sets |
| 19. | Overhead conductor puller               | .....Sets |
| 20. | Test bench for light fittings           | .....Sets |
| 21. | Cable fault location megger             | .....Sets |
| 22. | Core cutting machine                    | .....Sets |
| 23. | Oil testing set                         | .....Sets |
| 24. | Multi meter                             | .....Sets |

**(Applicable for HVAC)\***

| S.No. | Description of Item       | Quantity  |
|-------|---------------------------|-----------|
| 1.    | Portable Drilling machine | .....Sets |
| 2.    | Pipe Vice                 | .....Sets |
| 3.    | Bench Vice                | .....Sets |
| 4.    | Multi meter               | .....Sets |
| 5.    | Tong tester               | .....Sets |
| 6.    | Steel/Aluminum ladder     | .....Sets |
| 7.    | Thermometer               | .....Sets |
| 8.    | Anemometer                | .....Sets |
| 9.    | Sound level meter         | .....Sets |

**(Applicable for Fire Protection System)\***

| S.No. | Description of Item                         | Quantity  |
|-------|---|-----------|
| 1.    | Crane , slings, Rope, Steel rope, D-Shackle | .....Sets |
| 2.    | Painting-Brush, Sand paper                  | .....Sets |
| 3.    | Drilling Machine (dewalt)                   | .....Sets |
| 4.    | Grinding M/C                                | .....Sets |
| 5.    | Cutting M/C(dewalt)                         | .....Sets |
| 6.    | Welding M/C                                 | .....Sets |
| 7.    | Screw M/C                                   | .....Sets |
| 8.    | Chain Block                                 | .....Sets |
| 9.    | Pulley                                      | .....Sets |
| 10.   | Rope  | .....Sets |
| 11.   | Spanner(double end and rings)               | .....Sets |

|     |  |           |
|-----|--|-----------|
| 12. | Hammer   | .....Sets |
| 13. | Gas cutting set  | .....Sets |
| 14. | Chisel   | .....Sets |
| 15. | Hole saw cutter  | .....Sets |
| 16. | Scaffolding  | .....Sets |
| 17. | Ladder   | .....Sets |
| 18. | Lump   | .....Sets |
| 19. | Spirit level   | .....Sets |
| 20. | Derik  | .....Sets |
| 21. | Screw Spanner  | .....Sets |
| 22. | Pipe wrench  | .....Sets |
| 23. | Cutting player   | .....Sets |
| 24. | Screw driver, Tester   | .....Sets |
| 25. | Distribution Board with trip switch and indicator              | .....Sets |
| 26. | Multi meter  | .....Sets |
| 27. | Cables   | .....Sets |
| 28. | Cutting wheel  | .....Sets |
| 29. | Grinding wheel   | .....Sets |
| 30. | Drill bit  | .....Sets |
| 31. | Trolley-all kind of  | .....Sets |
| 32. | File   | .....Sets |
| 33. | Welding Rod  | .....Sets |
| 34. | Safety PPE(Helmet ,Shoes,Goggeles, Safety harness ,gloves etc) | .....Sets |
| 35. | Mobile scaffold  | .....Sets |
| 36. | Fire extinguishers   | .....Sets |
| 37. | Steel tapes  | .....Sets |
| 38. | Painting / Coating thickness gauge                             | .....Sets |
| 39. | Micrometers / Vernier calipers                                 | .....Sets |
| 40. | Hydraulic test machine   | .....Sets |
| 41. | Clamp –on – ammeter , megger                                   | .....Sets |
| 42. | Hammers  | .....Sets |
| 43. | Pressure gauge   | .....Sets |
| 44. | Flow meter   | .....Sets |

**(Applicable for LIFT)\***

| S.No. | Description of Item         | Quantity |
|-------|-----------------------------|----------|
| 1     | Original Lift Manufacturers |          |

**(Applicable for Pre Fab)\***

| S.No. | Description of Item                                 | Quantity |
|-------|---|----------|
| 1     | Steel fabrication                                   |          |
| 2     | Structural Design Software                          |          |
| 3     | Equipments available in civil/electrical category** |          |

\*\* Maximum 5 Marks only

**(Applicable for Interior works)\***

| <b>S.No.</b> | <b>Description of Item</b>                            | <b>Quantity</b> |
|--------------|---|-----------------|
| <b>1</b>     | Erection Equipment                                    | .....Sets       |
| <b>2</b>     | Machine for cutting, grooving, molding & beading, etc | .....Sets       |
| <b>3</b>     | Sawing Machine  | .....Sets       |
| <b>4</b>     | Planing Machine                                       | .....Sets       |
| <b>5</b>     | Welding sets  | .....Sets       |
| <b>6</b>     | Machines for screw driving                            | .....Sets       |
| <b>7</b>     | Drilling Machine                                      | .....Sets       |
| <b>8</b>     | Equipment available in civil/electrical category**    |                 |

\*\* Maximum 5 Marks only

\* Strike out whichever is not applicable

Deponent

Verification:-

Verified that my above statements are true and correct to the best of my knowledge and belief and nothing is concealed therein.

Date:-

Place:

Deponent

Identified by me

Dated signature with seal of 1st class Magistrate/Notary Public

**FORM 'H'**

**AFFIDAVIT**

(To Be Submitted On NON-JUDICIAL Stamp OF Minimum of Rs.50/- or as applicable for affidavit as per respective state Government rule)

Affidavit of Mr.....S/o.....R/o.....

The deponent above named do hereby solemnly affirm and declare as under:-

1. That I am the Proprietor /Authorized signatory of M/s..... having its Head office/Regd. Office at.....
2. That the information/ documents/ Experience certificate submitted by M/s..... along with this application for empanelment of contractors to HLL INFRA TECH SERVICES LIMITED (HITES) are genuine and true and nothing has been concealed.
3. I shall have no objection in case HLL INFRA TECH SERVICES LIMITED (HITES) verifies them from issuing authority (ies).I shall also have no objection in providing the original copy of the documents, in case HLL INFRA TECH SERVICES LIMITED (HITES) demand so for verification.
4. I hereby confirm that in case, any documents, information & /or certificate submitted by me are found to be incorrect/false/fabricated, HITES at its discretion may disqualify reject my application for empanelment out-rightly and debar me/M/s..... From participating in any future tenders/Empanelment.

DEPONENT

I....., the Proprietor/ Authorized signatory of M/s ....., do hereby confirm that content of the above Affidavit are true to my Knowledge and nothing has been concealed there from and that no part it is false.

Verified at .....this.....day of .....

DEPONENT



**Form "I"**

**FORM OF BANKER'S CERTIFICATE FROM A SCHEDULEDBANK**

This is to certify that to the best of our knowledge and information M/s./Sri.....having marginally noted address, a costumer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs..... (Rupees.....). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

This certificate is issued on the request of Shri/Smt./M/s.....for obtaining empanelment of Contractor in HITES in..... (Name of category) Class.....

(Signature)  
For the Bank

- Note:** **1)** Banker's certificates should be on letter head of the Bank, sealed in cover addressed to empanelment authority.  
**2)** In case of Partnership firm, certificate to include names of all partners as recorded with the Bank.

**Form 'J'****DECLARATION**

I,.....S/o Shri.....Aged.....Years R/o.....Sole proprietor/Partner/Director (as the case may be ) of M/s/Shri.....(Name of firm/contractor with address).....do hereby solemnly affirm and declare that the following Technical staff (Engineers/interior designer), Accounts Staff & Administration Staff are working as full time staff with me/us/our firm.(Strike out whichever not applicable)

| <b>S.No</b> | <b>Name of Engineers/Supervisors</b> | <b>Qualifications</b> | <b>Passed out in Year</b> | <b>Working with we/us firm since</b> | <b>Experience in Bldg. work</b> |
|-------------|--------------------------------------|-----------------------|---------------------------|--------------------------------------|---------------------------------|
| <b>1.</b>   |                                      |                       |                           |                                      |                                 |
| <b>2.</b>   |                                      |                       |                           |                                      |                                 |
| <b>3.</b>   |                                      |                       |                           |                                      |                                 |
| <b>4.</b>   |                                      |                       |                           |                                      |                                 |
| <b>5.</b>   |                                      |                       |                           |                                      |                                 |

I am deponent herein and I am fully acquainted with the facts of the affidavit.

Deponent

It is verified that my above statements are true and correct to the best of my knowledge and belief and nothing is concealed therein.

Date:

Place:

Authorized Signatory

**Form 'K'  
Key Staff Bio data**

|                              |                             |                                       |
|------------------------------|-----------------------------|---------------------------------------|
| <b>Name of Applicant</b>     |                             |                                       |
|                              |                             |                                       |
| <b>Position</b>              |                             |                                       |
|                              |                             |                                       |
| <i>Candidate Information</i> | Name of Candidate           | Date of Birth                         |
|                              | Professional Qualifications |                                       |
| <i>Present employment</i>    | Name of Employer            |                                       |
|                              | Address of Employer         |                                       |
|                              | Telephone                   | Contact (manager / personnel officer) |
|                              | Fax                         | Email ID                              |
|                              | Job title of candidate      | Years with present employer           |

*Summarize professional experience over the last 15 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project*

| <i>From</i> | <i>To</i> | <i>Company / Project / Position / Relevant technical and managerial experience</i> |
|-------------|-----------|--|
|             |           |  |

**Certification**

I, working as..... in .....here by submit that the above particulars of my qualifications & experience are true to the best of my Knowledge

Signature

**Form 'L'****LITIGATION DETAILS**

## Court cases/ Arbitration

Bidder should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

| Name of Bidder:- |                                 |                             |                                       |  |                           |  |                                |                |
|------------------|---------------------------------|-----------------------------|---------------------------------------|--|---------------------------|--|--------------------------------|----------------|
| Year             | Name of Work with Agreement No. | Name of Client with Address | Title of the Court case / Arbitration | Detail of the Court case / Arbitration | Status (Pending/ Decided) | Disputed amount (current value in INR) | Actual Awarded Amount (in INR) | Remarks if any |
|                  |                                 |                             |                                       |  |                           |  |                                |                |
|                  |                                 |                             |                                       |  |                           |  |                                |                |
|                  |                                 |                             |                                       |  |                           |  |                                |                |
|                  |                                 |                             |                                       |  |                           |  |                                |                |
|                  |                                 |                             |                                       |  |                           |  |                                |                |
|                  |                                 |                             |                                       |  |                           |  |                                |                |

Place:

Date:

(Signature &amp; Seal of the Applicant)

**Form 'M'**

**Details of ISO 9001-2008 Certification (Copy of certificate to be attached)**

1. Certificate No : \_\_\_\_\_
2. Name of Firm : \_\_\_\_\_
3. Certified By : \_\_\_\_\_
4. Scope : \_\_\_\_\_
5. Date : \_\_\_\_\_
6. Validity : \_\_\_\_\_

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

**PRE-CONTRACT INTEGRITY PACT**

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2015,

**Between**

**HLL INFRA TECH SERVICES LIMITED (HITES) a Fully owned Subsidiary of HLL Life Care Limited**, a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "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 at ..... represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

**Preamble**

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

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. .... HITES desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

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

1. Enable HITES to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HITES will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

**Clause.1. Commitments of HITES**

- 1.1 HITES undertakes that HITES and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HITES will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HITES will report to Chief Vigilance Officer of HITES (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 HITES will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

- 1.5 If the BIDDER reports to HITES with full and verifiable facts any misconduct on the part of HITES's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HITES, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HITES. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HITES the proceedings under the contract would not be stalled.

## **Clause 2. Commitments of BIDDERS/ CONTRACTORS**

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the HITES for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with HITES.
- 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.
- 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
- 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.



- 2.7 The counterparty will not make any false or misleading allegations against HITES or its Associates.
- 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HITES that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HITES or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HITES.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any

- information or document provided by the HITES as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/ Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

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

- 3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HITES is entitled to disqualify the BIDDER from the tender process.

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

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

**Clause 5 - Consequences of Violation / Breach**

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

Independent External Monitors is satisfied that the Counterparty will not commit any future violation.

- ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the BIDDER, the same shall not be opened.
- xi. Forfeiture of performance guarantee in case of a decision by HITES to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HITES will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of HITES to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

#### **Clause 6      Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.

#### **Clause 7. Independent External Monitor(s)**

- 7.1 HITES has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and addresses of the Monitor(s) to be given).
- 7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

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

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

If HITES obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HITES has substantive suspicion in this regard, HITES will inform the same to the Chief Vigilance Officer.

#### **Clause 9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, HITES or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **Clause.10. Law and Place of Jurisdiction**

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to 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 the both HITES and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccesful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CEO(HITES)

**Clause. 13. Other provisions**

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.1 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:

HITES

**BIDDER**

DEPUTY VICE PRESIDENT (TECHNICAL)

**For HITES,**

HLL Lifecare Limited,

Infrastructure Development Division, Thiruvananthapuram

Witness

1.....

**LETTER OF TRANSMITTAL**

From

To,

Deputy Vice President (Technical),  
 HLL Infra Tech Services Ltd.,  
 Infrastructure Development Division,  
 "Adarsh", T.C 6/1718(1),  
 Vettamukku, Thirumala PO,  
 Thiruvananthapuram- 695006

Sub: EMPANELMENT OF CONTRACTORS (Dec 2016)

SH: Category .....

Class.....

Sir,

Having examined the details given in Notice for Empanelment and Empanelment Application documents, we hereby submit our qualification and relevant documents.

1. We hereby certify that all the statements made and information supplied in the enclosed form 'A' to 'M' and accompanying statements are true and correct.
2. We have furnished all information and details necessary for empanelment and have no further pertinent information to supply.
3. We have submitted the requisite banker's certificate / performance reports and authorize the HLL INFRA TECH SERVICES LIMITED (HITES) or their representatives to approach individuals, employers, firms and corporations to verify our submittals, competency and general reputation.
4. We hereby confirm that we have read and understood all the stipulations given in this empanelment document and the decision of HLL INFRA TECH SERVICES LIMITED(HITES) with regard to our empanelment shall be final and binding on us.
5. We have submitted the following certificates in support of our meeting the minimum qualifying criteria of completed works specified in Table-3 (i)/3(ii) for having successfully completed the following works.

| Sl. No | NAME OF WORK | CERTIFICATE FROM |
|--------|--------------|------------------|
| 1.     |              |                  |
| 2.     |              |                  |
| 3.     |              |                  |
|        |              |                  |

Date of submission:

(Signature &amp; Seal of the Applicant)

Enclosures: