

EMERGENCY PROCUREMENT

OF DRUGS FOR

PALESTINE

NATIONAL COMPETITIVE BIDDING: e-Bidding Basis

**Tender No. HSCC/PUR/MEA-PALESTINE/DRUG/2024/66
dated 30.08.2024**

Ministry of External Affairs, Government of India

Through

HSCC (INDIA) LTD

(A GOVERNMENT OF INDIA ENTERPRISE)

**Plot No. 6-A, Block-E, Sector-1,
NOIDA (U.P.) – 201 301**

Website <http://www.hsccltd.com>

Tel: 0120-2542436-40

Fax: 0120 – 2542447

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NOTICE INVITING e-TENDERS (NIT)
For NATIONAL TENDER ENQUIRY DOCUMENT
HSCC (INDIA) LTD
(A GOVERNMENT OF INDIA ENTERPRISE)
Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) – 201 301

ON BEHALF OF GOVT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS, NEW DELHI

Tender Enquiry No.: HSCC/PUR/MEA-PALESTINE/DRUG/2024/66 dated 30.08.2024

HSCC (India) Ltd. on behalf of Ministry of External Affairs, Govt. of India invites online bids from eligible bidders, in single stage two bid system, for Supply & Delivery Drugs to the PALESTINE, as per the details mentioned following:

a.) List of Drugs for PALESTINE under:

S.NO.	Name of Medicines	UOM	QTY. NEEDED FOR 6 MONTHS
1	IBUPROFEN 400MG TAB	TH	1100
2	DICLOFENAC SOD 50MG TAB	TH	600
3	IBUPROFEN 100MG/5ML SUSP 100 ML	BOTT	77000
4	ADALIMUMAB 40 MG INJ	SINGLE	13000
5	AZITHROMYCIN 250MG CAP OR TAB	TH	400
6	CIPROFLOXACIN 500 MG TAB	TH	200
7	AZITHROMYCIN 200MG/5ML 22.5ML/15 ml SUSP	BOTT	31000
8	HYDROXYCHLOROQUINE SULPHATE 200MG TAB	TH	450
9	5- FLUOROURACIL(50 MG/ML 20 ML) 1 G Vial	SINGLE	3500
10	FULVESTRANT 250 MG/5 ML INJ	SINGLE	700
11	Bevacizumab 100 mg (25mg/ml) 4ml vial	VIAL	900
12	BEVACIZUMAB 400MG(25 MG/ML 16 ML) VIAL	SINGLE	800
13	BENDAMUSTINE 2.5 MG/ML(25 MG) VIAL/BENDAMUSTINE 100mg/25mgper 4 ml vial	SINGLE	300
14	PEG ASPARGASE 3750 IU/5 ML INJ	SINGLE	50
15	Docetaxel 20mg(10 mg/ml)vial	SINGLE	250
16	GEMCITABINE 1GM VIAL	SINGLE	1000
17	VINCRIStINE SULPHATE 1 MG(1MG/ML 1ML) VIAL	SINGLE	500
18	RASBURICASE 1.5 MG VIAL	SINGLE	50
19	ABIRATERONE ACETATE 250 MG TAB	tab	55
20	Imatinib 100mg cap	TH	1
21	Imatinib 400mg tab	TH	30
22	CYCLOSPORINE 100MG CAP	TH	33
23	Tacrolimus 0.5mg cap	caps	53
24	ISOSORBIDE 5-MONONITRATE 20MG TAB	TH	900
25	AMIODARONE 150 MG AMP	SINGLE	4000
26	AMLODIPINE 5MG TAB	tab	5000
27	ENALAPRIL MALEATE 5MG TAB	TH	1200
28	CALAMINE 15%+ZINCOXIDE5% LOTION 100ML	BOTT	6000
29	POVIDONE IODINE 10% OINT.	15 Gm	700
30	SUXAMETHONIUM HCL 100 MG INJ	SINGLE	1500
31	vecuronium 10mg amp	SINGLE	700
32	BACLOFEN 25MG TAB	TH	120
33	Budesonide 400mcg inhaler/Formoterol 6mcg Budesonide 400mcg Inhaler	SINGLE	13000
34	budesonide 200mcg inhaler	SINGLE	3500

35	ACETAZOLAMIDE 250MG TAB	TH	30
36	ALFACALCIDOL 0.25MCG CAP	caps	2300
37	DEXT.50% SOLN 500ML/100ml	BAG	3200
38	GLYCIN 1.5% IRRIGATION 3 LITERS/PIASTIC 3LTR	BAG	1000
39	ultrasound gel 500 ml/250ml	SINGLE	7000
40	Citric acid 50% sol 10liter/ERILITE THERMAL DISINFECTANT 5 LTR	SINGLE	2400
41	CLINDAMYCIN 600MG(150MG/ML 4ML AMP	SINGLE	13000
42	DAPAGLIFLOZIN 10 MG TAB OR ALIKE	TH	900
43	Iosartan 50mg tab	TH	2600
44	Olanzapine 5mg orodispersible tab	TH	460
45	Cetuximab 500 mg(5MG/ml) vial/RITUXIMAB 500MG	SINGLE	1100
46	Capecitabine 500mg tab	TH	100

* Shelf life of drugs as per Pharmacopeias of finished product

** Quantities may vary at the time of Placement of NOA as requirement of Client.

The bidders are required to be registered at HSCC e-tender portal, CPP Portal, <https://hsc.enivida.com>. Please log on to <https://hsc.enivida.com> only for down loading bid document and for participation through E-tendering basis. For submission and other details please refer HSCC e-tender portal <https://hsc.enivida.com>. For submission of the bids, the bidders are required to have Type-II Digital Signature Certificate (DSC) from the authorized Certifying Authorities.

Complete set of Bid Documents has been made available at HSCC website www.hsccltd.com, HSCC E-Tender portal <https://hsc.enivida.com> and CPPP Portal www.eprocure.gov.in. Bid Documents may be downloaded from 30.08.2024 to 03.09.2024 from <https://hsc.enivida.com>. The cost of the Bid Document fees is Rs. **5,900/-** (Rupees Five Thousand Nine Hundred Only) drawn on a scheduled bank in India in favour of **HSCC (India) Ltd.** payable at Delhi/Noida.. Bid der may download the bid documents from the website and submit its bid online after logging in to their user ID. The bidders are required to be registered at HSCC e-tender portal <https://hsc.enivida.com>. Please log on to <https://hsc.enivida.com> only for uploading its bid on-line for participation through **E-Tendering basis**. For submission and other details, please refer HSCC e-tender portal <https://hsc.enivida.com>.

Bidder shall ensure that their bid(s), complete in all respects, are submitted online and desired hard copies in original dropped in the Tender Box located at HSCC (India) Ltd., E-6A, Sector-1, Noida, U.P.-201301 on or before the closing date and time indicated above, failing which the bid will be treated as late and rejected.

Bidder to quote for all the items mentioned in the package failing which the bid would be rejected.

Prospective bidders are advised to regularly scan through HSCC E-tender portal <https://hsc.enivida.com> and www.hsccltd.com as corrigendum/modification/amendments, if any, will be notified on this portal only and no separate Advertisement will be made for this.

(b.) Tender No.: HSCC/PUR/MEA - PALESTINE/DRUG/2024/66 dated 30.08.2024

Sl. No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	30.08.2024 to 03.09.2024 upto 14:00 hrs.
ii.	Place of sale of Tender Enquiry Documents	HSCC (India) Ltd., Plot No.6-A, Block-E, Sector-1, Noida (U.P) -201301, India.
iii.	Pre Tender Meeting Date & Time	NA
iv.	Tender Fees	5,900/- (Incl. GST)
v.	EMD/ Bid Security	20,50,000/-
vi.	Pre Tender Meeting Venue	NA

vii.	Closing date & time for receipt of Tender	03.09.2024, 14:00 hrs IST
viii.	Time and date of opening of Techno-Commercial tenders	03.09.2024, 14:30 hrs IST
ix.	Venue of Opening of Techno Commercial Tender	Same as (ii)

The offers submitted by email shall not be considered. No correspondence will be entertained in this matter.

The Firm who are registered with **National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) / MSME of OEM & Start up** are exempted to submit the EMD **(Copy of such valid registration certificate must be provided along with technical bid before the closing time of tender, failing which their bid will be rejected.)**

Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.

The Hard Copy of original documents in respect of Tender Fees, Earnest Money Deposit/Valid EMD Exemption Certificates must be delivered to the tender box in a sealed envelope addressed to General Manager, HSCC (India) Ltd, E-6(A), Sector-I, Noida-201301 and super-scribing the tender name & number on or before last date / time of Bid Submission as in the tender. The bid without Tender Fees, EMD/Valid EMD Exemption Certificate will be summarily rejected.

Right of acceptance: The HSCC (I) Ltd reserve the right to accept the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. HSCC (I) Ltd reserve the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.

In the event of any of the above-mentioned dates being declared as a holiday /closed day for the purchase organization, the physical form of bids will be received/opened on the next working day at the appointed time. Bidders are requested to regularly visit website <https://hsc.enivida.com> for corrigendum/ amendments etc., if any, as these there no separate advertisement for them

(c.) Purchaser/HSCC reserves the right to annul the tendering process at any stage without assigning any reason thereof. Further, Client has the right to omit any one or all of the item/material at any stage of procurement process.

Prospective bidders are advised to regularly scan through HSCC E-tender portal <https://hsc.enivida.com> and www.hsccltd.com as corrigendum/modification/amendments, if any, will be notified on this portal only and no separate Advertisement will be made for this.

**General Manager, (PROC-HOD)
HSCC (India) Ltd.,
On behalf of Ministry of External Affairs**

**BID DOCUMENT
(Terms and Conditions)**

- 1. Bid Document Fee :** Rs.5,900/- (Incl. GST @ 18%) issued DD in favor of HSCC (India) Ltd. of any nationalized bank
- 2. EMD/Bid Security Amount:** Rs. 20,50,000/-issued DD/Bank Guarantee (As per format-VII), in favor of HSCC (India) Ltd. of any nationalized bank valid up to 60 days from original bid opening or for The Firm who are registered with **National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) / MSME of OEM & Start up** are exempted to submit the EMD (**Copy of such valid registration certificate must be provided along with technical bid before the closing time of tender, failing which their bid will be outrightly rejected.**)
- 3. Price Bid** - As per PRICE Schedule A/BOQ to be filled in Online only as per Format-II
- 4. Statutory Variation** - As per any variation in the Statutory Levies /Taxes/ Duties/ Cess or any new Levies/ Taxes/ Duties/ Cess on end product shall be payable at actual provided documentary evidence of the prevailing rate quoted at the date of submission of bid and changes at the time of actual supplies (within stipulated delivery period) is furnished.
- 5. Items** -List of Drugs for Palestine as Annexure-A
- 6. Manufacturer's Authorization** -Item in comprising group of items, then Bidder may give Manufacturer's authorization for Medicines from the Principals and other items from other manufacturer's of his choice (indigenous/ imported) for which Bidder shall submit Manufacturer's Authorization as per the format given in the bid document. However the bidder has to give Manufacturer Authorization of all the items mentioned in the package at the time of supply (as per Format-V & VI).
- 7. Bid Validity** - **60** days from the original date of tender Opening
- 8. Amount of Performance Security:** Within 3 days of the date of notification, the Successful Bidder shall furnish the Performance Security/Security Deposit for 3% of the contract price (Incl. Tax if any) in the form of a Demand Draft/ Bank Guarantee drawn in favour of HSCC (India) Ltd. payable at Noida or New Delhi from a Nationalized/Scheduled bank valid for 3 months from the issue of Notification of Award/Award Letter. Failure of the successful Bidder to comply with the requirement of shall constitute sufficient grounds for the annulment of the award and the Contract and forfeiture of the Bid Security, and in such event the Purchaser may go for re-tendering.as per Format-VIII
- 9. Preliminary Examination:** The Bid Form, signed by the Bidder which stipulates acceptance of all the terms & conditions of bid document and shall supersede all other terms & conditions given by the bidder in their bid.
- 10. Evaluation Criteria:** Bidder not quoting all items shall be treated as non-responsive. In case, none of the bidders have quoted for one or more product(s) then the particular product(s) shall be excluded from the total list of items and accordingly evaluated as per tender. Ranking on evaluation shall be on the basis of total cost of all items taken on aggregate mentioned under "Grand Total Price" in **PRICE SCHEDULE – FORMAT-II**. Transportation by Air from IGI Air Port to PALESTINE is to be paid extra or actual. However,

the quoted transportation cost will not be considered for ranking purpose and payment will be made whichever lower i.e. actual cost & quoted cost for transportation.

- 11. Delivery and Supply:** Supply & Delivery of goods shall be by **15 days** from the date of Purchase Order at Consignee. Bidders shall be responsible to provide End to End solution for Supply, Inspection, Insurance, Freight, Local Transportation & Air Transportation, Handling, Custom Clearance, Handing-over etc to the Consignee.
- 12. Insurance:** The Goods supplied under the contract shall be fully insured including transit insurance against various risks as required or approved by the Purchaser arising out of transportation, storage, delivery, at his cost up to delivery at site. Insurance policy shall be valid upto date of handing over. Proof of Insurance shall be made available before issuance of dispatch clearance.

For delivery of goods at site, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "Ware house to ware house" {final destination (designated consignee place)} on "all risks" basis including war, risks, strikes, erection, storage etc. In any event the Goods are at the supplier's risk until delivery and acceptance at designated consignee place. The claimant of the insurance shall be HSCC (I) Ltd., Noida.

- 13. Payment Terms:** The amount towards the cost of Medicines, margin and transportation charges & other administrative costs (Packaging, ground handling, insurance, documentation etc) on actual would be released upon successful completion of delivery and submission of bill and vouchers along with COA passed test reports of all batches of respective Medicines, valid drug license of manufacturer & product permission, valid WHO-GMP/GMP and proofs of successful delivery in good condition at the designation consignee warehouse.

14. PAYMENT:

- i. The Supplier's request (s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, the amount towards the cost of Medicines, margin and local transportation charges & other administrative costs (Packaging, ground handling, insurance, documentation etc) on actual would be released upon successful completion of delivery and submission of bill and vouchers along with COA passed test reports of all batches of respective Medicines, valid drug license of manufacturer & product permission, valid WHO-GMP/GMP and proof of successful delivery in good condition at the designation consignee warehouse duly certified by authorized personnel of Embassy of India in PALESTINE/MEA authorities shall accompany for release of balance payment. Payments shall be released after receipt of fund from Ministry of External Affairs, Govt. of India on submission of Invoice.

With submission of the following Documents with self signed of all documents

1. Copy of Notification of Award/Contract Form
2. Copy of valid Performance Security
3. Valid insurance certificate (Marine & Store)
4. Original Consignee receipt/Proof of successful delivery
5. Copy of COA
6. Valid WHO-GMP/GMP
7. Original Invoice
8. Packing list
9. Pre-dispatch Inspection Certificate issued by HSCC/MEA (if any)
10. Copy of Airway bill/Bill of landing
11. Transportation Invoice (If any)

- 14. Liquidated Damages:** Subject to force majeure, if the Supplier fails to deliver, any or all of the Goods or perform the Services within the time period(s) specified in the Contract and during the warranty period the Purchaser shall, without prejudice to its other remedies under the

Contract or extended under clause 14.3, deduct from the Contract price, as Liquidated Damages, a sum equivalent to 0.5% of the price of the delayed Goods or unperformed Services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the value of the delayed portion of work. Once the maximum is reached, the Purchaser may consider termination of contract.

15. Shelf life of Drugs: As per UNPRICE BOQ format-X to be filled by bidder and submit for bid evaluation

16. Consignee- Palestine Ministry of Health, Ramallah, West Bank

17. Qualification Criteria:

- a. Bidders should have experience in the past 7 years from the date of bid opening, satisfactory supply for Drugs/Medicines/Pharma Product/Active Pharmaceutical Ingredient anywhere in India/Abroad, at least one single order not less than Rs. 8.40 Cr. or two single orders not less than Rs.6.30 Cr. or three order not less than Rs. 4.20 Cr. of Drugs/Medicines. The bidders shall furnish "End User Certificates/Client Certificates/PO/Consignee Receipt "indicating contact details i.e. name of person, phone /mobile nos./E mail ID etc. End User Certificates/Client Certificates should be for those Purchase Order only for which Copies are submitted by the bidder. In case the work experience is of Private sector, the completion certificate shall be supported with copies of Letter of Award, Agreement, Bill of Quantities, Certified Copy of Bills and copies of Corresponding TDS Certificates. Value of work will be considered commensurate with the value of TDS Certificates.
- b. Both Bidder and quoted manufacturer should not stand deregistered/banned/blacklisted by any government authorities and an undertaking for the same shall be submitted by the bidder on non-judicial stamp paper duly notarized.
- c. Average annual turnover of bidder in last three financial year (2021-22 ,2022-23 & 2023-24) should be minimum 5.25Cr., Annual report of last 3 financial years (2021-22,2022-23 & 2023-24) & Turnover certificate to be submitted by bidder (Balance sheet and Profit & Loss Account duly audited and signed by auditor) and the net worth of the Bidder firm should not be negative on last day of the preceding financial year i.e. FY 2023-24.
- d. Submission of Bid Form as per Format-I
- e. The bidder has to submit pre-signed integrity pact (As per format-XII) duly signed and stamped. Bid without signed integrity Pact shall be liable for rejection.
- f. The Purchaser reserves the right to relax the Norms on Prior Experience for Start-up and Micro & Small Enterprises in Public Procurement.
The Start-ups are defined in Annexure-A of the "Action Plan for Start-ups in India The same is available on the website of Department of Industrial policy and Promotic (DIPP), Ministry of Commerce & Industry.
Note: Definition of Start-up (only for the purpose of Government schemes) (Ref:Ministry of Finance Office Memorandum No. F.20/2/2014-PPD(Pt.) dated 25th July 2016.

18. Packing during supply:

A. All packing shall be as per USP/IP.

- i. All labels of drums, cartons box, bottles, jars, tubes tins, containers etc. (which ever applicable) should be emboldened / imprinted / stamped.
- ii. Loose supplies / damaged packing / tampered or damaged labeled supplies shall not be accepted under any circumstances.
- iii. Supplies to be made in a Proper Boxes / drums / containers.
- iv. All items to be supplied only in glass bottles / plastic bottles (whichever applicable) conforming to USP/IP Drugs Cosmetics Act.
- v. It should be ensured that only first use packaging material, of uniform size including Bottles and vials is used for making supplies on the basis of Contract.
- vi. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.
- vii. Packing should be able to prevent damage or deterioration during transit.
- viii. Large volume parenteral to be supplied only in plastic bottles / poly packs (whichever applicable) conforming to USP/IP

- ix. All containers, i.e., d r u m s , bottles, tins, cartons, tubes etc. are required to be secured with pilfer-proof seals to ensure genuineness of the products packed and the correctness of the contents. The Primary and Secondary packaging should confirm the standards as per the Schedule P of D & C Act 1940 & Rules 1945 or as per the market standards. The Tertiary packaging should be minimum virgin 5 ply carton (7 ply carton for liquid items) and poly wrapped enough to withstand transportation stress.
The Tertiary Packaging should have "Instructed **in PURCHASE ORDER**" printed/pasted in addition to relevant details about the Medicines & a sticker of the **National Flag of India** of the appropriate s i z e should also be affixed or as instructed by Ministry of External Affairs, Govt. of India.
- x. During the course of storage and export, the temperature of 15°C - 25°C should be maintained along with other relevant guidelines for the transport of Medicines, as applicable, shall be ensured by the firm. Or In case any drugs required to be maintained at certain storage temperature. The same has to be arranged by the bidder till consignee.

(B). Pharmacopoeia Specification:

Pharmacopoeia specification USP/IP or as mentioned in BOQ should be clearly mentioned against each drug/constituent of the drug supplied as per the provisions of Drug and Cosmetics Act.

- a. The stores accepted should comply with the provisions of the Drugs and Cosmetics Act. 1940 and the Rules made there under as amended up to date and Drug Price Control Order.
- b. The Prices approved are CIF Destination inclusive of all charges for packing, Inland Transportations and forwarding, insurance etc.
- c. At the times of delivery, the medicines shelf life should be at at least 60% of the stipulated total shelf-life from the date of manufacturing of that product.

(C). Certification of Documents required before supply to Palestine:

- a. The Bidder should submit Valid Export License at the time of tender opening. The manufacturer of Medicines should have valid manufacturing License of the quoted Medicines along with valid WHO- GMP/GMP & Product Permission & COA etc. The Medicines should confirm to the standards of product specification as indicated in the aforementioned table as well as the entire essential condition incl. Shelf-life, testing, packaging (Primary& secondary), and labelling storage condition as indicated. In case of cosmetic products, the product permission is exempted.

SECTION-II

Format-I

BID FORM

To: (Name and address of Purchaser)

Ref.:

Having examined the Bidding Documents including Addenda Nos., if any issued _____, the receipt of which is duly acknowledged, we, the undersigned, offer to supply and deliver..... (Description of Goods and Services) in conformity with said bidding documents.

We, undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the aforesaid bid document.

If our bid is accepted, we will submit performance security in a sum of equivalent to 3% of the Contract Price for the due performance of the contract.

We agree to abide by this bid for a period of 180 (one hundred eighty) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We confirm that stipulated Bid Security is enclosed herewith as a part of bid.

We understand that you are not bound to accept the lowest or any bid you may receive.

We accept all your terms and conditions stipulated in this bid document without deviations, both technical & techno-commercial.

Dated this..... Day of..... 2024.....

(Signature)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Signed

PRICE SCHEDULE – A, PRICE SCHEDULE/BOQ

SI No	Brief Description of Drugs	Pharmaceutical Form/Pack	Qty. (Nos.) (Total)	Unit per tablet/Caps/Vial/bottle/Ampule/Box Cost (Rs.) (Excl. GST)	GST (Rs.)	Sub Unit Price Total Cost (Rs.) (Incl. GST)	Grand Total Price (Rs.)
			(X)	(Y)	(Z)	(A)=Z+Y	B=X*A
1	IBUPROFEN 400MG TAB	TH	1100				
2	DICLOFENAC SOD 50MG TAB	TH	600				
3	IBUPROFEN 100MG/5ML SUSP 100 ML	BOTT	77000				
4	ADALIMUMAB 40 MG INJ	SINGLE	13000				
5	AZITHROMYCIN 250MG CAP OR TAB	TH	400				
6	CIPROFLOXACIN 500 MG TAB	TH	200				
7	AZITHROMYCIN 200MG/5ML 22.5ML/15 ml SUSP	BOTT	31000				
8	HYDROXYCHLOROQUINE SULPHATE 200MG TAB	TH	450				
9	5- FLUOURACIL(50 MG/ML 20 ML) 1 G Vial	SINGLE	3500				
10	FULVESTRANT 250 MG/5 ML INJ	SINGLE	700				
11	bevacizumab 100 mg (25mg/ml) 4ml vial	VIAL	900				
12	BEVACIZUMAB 400MG(25 MG/ML 16 ML) VIAL	SINGLE	800				
13	BENDAMUSTINE 2.5 MG/ML(25 MG) VIAL/BENDAMUSTINE 100mg	SINGLE	300				
14	PEG ASPARGASE 3750 IU/5 ML INJ	SINGLE	50				
15	docetaxel 20mg(10 mg/ml)vial	SINGLE	250				
16	GEMCITABINE 1GM VIAL	SINGLE	1000				
17	VINCRIStINE SULPHATE 1 MG(1MG/ML 1ML) VIAL	SINGLE	500				
18	RASBURICASE 1.5 MG VIAL	SINGLE	50				
19	ABIRATERONE ACETATE 250 MG TAB	tab	55				
20	imatinib 100mg cap	TH	1				
21	imatinib 400mg tab	TH	30				
22	CYCLOSPORINE 100MG CAP	TH	33				
23	tacrolimus 0.5mg cap	caps	53				
24	ISOSORBIDE 5-MONONITRATE 20MG TAB	TH	900				
25	AMIODARONE 150 MG AMP	SINGLE	4000				
26	AMLODIPINE 5MG TAB	tab	5000				
27	ENALAPRIL MALEATE 5MG TAB	TH	1200				
28	CALAMINE 15%+ZINCOXIDE5% LOTION 100ML	BOTT	6000				

29	POVIDONE IODINE 10% OINT.	15 Gm	700			
30	SUXAMETHONIUM HCL 100 MG INJ	SINGLE	1500			
31	vecuronium 10mg amp	SINGLE	700			
32	BACLOFEN 25MG TAB	TH	120			
33	Budesonide 400mcg inhaler/Formoterol 6mcg Budesonide 400mcg Inhaler	SINGLE	13000			
34	budesonide 200mcg inhaler	SINGLE	3500			
35	ACETAZOLAMIDE 250MG TAB	TH	30			
36	ALFACALCIDOL 0.25MCG CAP	caps	2300			
37	DEXT.50% SOLN 500ML/100ml	BAG	3200			
38	GLYCIN 1.5% IRRIGATION 3 LITERS/PIASTIC 3LTR	BAG	1000			
39	ultrasound gel 500 ml/250ml	SINGLE	7000			
40	citric acid 50% sol 10liter/ERILITE THERMAL DISINFECTANT 5 LTR	SINGLE	2400			
41	CLINDAMYCIN 600MG(150MG/ML 4ML AMP	SINGLE	13000			
42	DAPAGLIFLOZIN 10 MG TAB OR ALIKE	TH	900			
43	losartan 50mg tab	TH	2600			
44	olanzapine 5mg orodispersible tab	TH	460			
45	cetuximab 500 mg(5MG/ml) vial/RITUXIMAB 500MG	SINGLE	1100			
46	capecitabine 500mg tab	TH	100			
	Grand Total Price					
	Transportation cost by Air (Incl. GST)					

Note:

1. If there is a discrepancy between unit price & total price, THE UNIT PRICE shall prevail.
2. The Quoted price shall be inclusive of Packing & Forwarding, Loading/ unloading/Inland Transportation/Incidental Costs/Insurance etc till Consignee's Site charges. Nothing extra shall be payable.
3. The bidder will be fully responsible for the safe arrival of the goods at destination (consignee's site) in good condition.
4. Bidders should quote all items as mentioned in Unpriced BOQ Format-X
5. Transportation by Air from IGI Air Port to Palestine is to be paid extra or actual. However, the quoted transportation cost will not be considered for ranking purpose and payment will be made whichever lower ie actual cost & quoted cost in transportation.
6. Ranking on evaluation shall be on the basis of total cost of all items taken on aggregate mentioned under "Grand Total Price".
7. Bidder not quoting all items shall be treated as non-responsive. In case, none of the bidders have quoted for one or more product(s) then the particular product(s) shall be excluded from the total list of items and accordingly evaluated as per tender.

Date & Place:

Signature of the
Bidder:Name:
Business Address:Seal of Bidder:

PROFORMA FOR PERFORMANCE STATEMENT
{For a period of last five years from the date of Bid opening}

Bid No. _____

Date of opening _____ Time _____ Hours

Name of the Firm _____

Order Placed by (Full address of Purchaser)	Order No. and Date	Description and quantity of ordered goods	Value of Order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the goods been supplied satisfactorily (Attach a certificate from the Purchaser/ Consignee)
				As per Contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder _____

Note: This form will be considered complete only if duly filled and supported with proof of satisfactory client's acceptance certificates along with respective order copies & same shall be applicable for assessing single order execution criteria of this document.

CONTRACT FORM

THIS AGREEMENT made the day of20.....between [name of Purchaser] of [country of Purchaser] (hereinafter called "the Purchaser") of the one part and[name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz,.....[brief description of Goods and Services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [Contract price in Words and Figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In this Agreement works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz. :
 - a **the Bid No. ...**
 - b Bid Form and the Price Schedule submitted by the Bidder;
 - c the Schedule of Requirements;
 - d the Technical Specifications;
 - e the General Conditions of Contract;
 - f the Special Conditions of Contract; and
 - g the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of the defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:

Sl. No.	Brief Description of Goods & Services	Quantity to be Supplied	Unit Price	Total Price	Delivery Terms

TOTAL VALUE :

SUPPLY AND DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered by the said _____(For the Purchaser)

in the presence of : _____

Signed, sealed and delivered by the said _____(For the Supplier)

in the presence of : _____

MANUFACTURERS' SELF AUTHORIZATION FORM

No. _____ dated _____.

To

Dear Sir,

Tender NO. _____

Line Item No. _____

We _____ who are established and reputable manufacturers of _____ (name and description of goods offered) having factories at _____ (address of factory) do hereby submit a bid, and sign the contract with you against the above tender No.. No. _____

M/s _____ (name of the manufacturer) are authorised to bid, and conclude the contract in regard to this business, against this specific tender.

We hereby extend our full guarantee and warranty (Shelf life) for the goods and services offered for supply by us against the supply.

Yours faithfully,

(Name of Manufacturers)

Note:- This letter of authority should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

MANUFACTURERS' AUTHORIZATION FORM

(In case of an equipment/drugs without such authorization at the time of submission of bid, the undertaking from the bidder to be submitted to comply with the condition and submit the manufacturer 's authorization letter at the time of supply)

No. _____ dated _____.

To

Dear Sir,

IFB.No. _____

Line Item No. _____

We _____ who are established and reputable manufacturers of _____ (Name and Description of Goods offered) having factories at _____ (Address of Factory) do hereby authorize M/s _____ (Name & Address of the Agent) to submit a bid, and sign the contract with you against the above Tender. No. _____

M/s _____ (Name of the Agent) are authorised to bid, and conclude the contract in regard to this business, against this specific IFB.

We hereby extend our full guarantee and warranty(Shelf life) for the goods and services offered for supply by the above firm against supply.

Yours faithfully,

(Name)

(Name of Manufacturers)

Note: - This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. Authorization to be given to the one firm only, otherwise bid will stand rejected.

EMD BID SECURITY FORM

Whereas1 (hereinafter called "the Bidder") has submitted its bid dated (date of submission of bid) for the supply of (name and/or description of the goods) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE (name of bank) of (name of country), having our registered office at. (address of bank) (hereinafter called "the Bank"), are bound unto **HSCC (I) Ltd., E-6(A) Sector – 1 , Noida**(name of Consultant) (hereinafter called "the Consultant") in the sum of _____ for

which payment well and truly to be made to the said Purchaser, the Bank binds it self, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20__.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) does not accept the correction of errors in accordance with the ITB; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition.

This guarantee will remain in force up to and **including Sixty (60) days after the period of the bid validity**, and any demand in respect thereof should reach the Bank not later than the above

Date: (Signature of the Bank)

Name of Bidder

PERFORMANCE SECURITY FORM

To: HSCC (I) Ltd. (Name of Consultant) **WHEREAS**
..... (Name of Supplier) hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Purchase order) No..... dated,..... to supply (Description of Goods and Services) hereinafter called "the Contract".

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

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

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

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....

.....

.....

Date.....20.....

Address :

.....

AFFIDAVIT

(To be submitted by bidder in ORIGINAL on non-judicial stamp paper of Rs.100/- (Rupees Hundred only) duly attested by Notary Public)

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

I, 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. Of ficeat.....
2. That the information/documents/Experience certificates submitted by M/s.....along with the tender for.....(Name of the work)To HSCC are genuine and true and nothing has been concealed.
3. I shall have no objection in case HSCC verifies them from issuing authority (ies).I shall also have no objection in providing the original copy of the document (s), in case HSCC demands so for verification.
4. I here by confirm that in case, any document, information&/ or certificate submitted by me found to be incorrect/false/fabricated, HSCC at its discretion may disqualify/reject/terminate the bid/contract and also forfeit the EMD/All dues.
5. I shall have no objection in case HSCC verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal/Branch office of issuing Bank and I/We shall have no right or claim on my submitted EMD before HSCC receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect/false/fabricated, HSCC shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.
7. I hereby confirm that our firm /company has not been blacklisted/holiday list/barred/banned from tendering by any government or government agency or public sector undertaking or judicial authority/arbitration body at any time during the last five years ending last day of the month previous to the one in which the tenders are invited.

I hereby confirm that no quality related matter/court case/investigation/arbitration is pending in any project executed by us for any government or government agency or public sector undertaking or Judicial authority/arbitration body except those mentioned in litigation history mentioned at "**Form-N**".

It is also certified that I/We Shall be liable to be debarred/ disqualification/ terminated in case any information furnished by me/us is found to be incorrect.

8. The person who has signed the tender documents is our authorized representative .The Company is responsible for all of his acts and omissions in the tender.

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

DEPONENT

Verified at.....this.....dayof.....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

UNPRICE BOQ

FORMAT-X

SI No	Brief Description of Drugs	Pharmace utical Form/ Pack	Country of Origin & Make	Shelf Life (Months)
			(X)	(Y)
1	IBUPROFEN 400MG TAB	TH		
2	DICLOFENAC SOD 50MG TAB	TH		
3	IBUPROFEN 100MG/5ML SUSP 100 ML	BOTT		
4	ADALIMUMAB 40 MG INJ	SINGLE		
5	AZITHROMYCIN 250MG CAP OR TAB	TH		
6	CIPROFLOXACIN 500 MG TAB	TH		
7	AZITHROMYCIN 200MG/5ML 22.5ML/15 ml SUSP	BOTT		
8	HYDROXYCHLOROQUINE SULPHATE 200MG TAB	TH		
9	5- FLUROURACIL(50 MG/ML 20 ML) 1 G Vial	SINGLE		
10	FULVESTRANT 250 MG/5 ML INJ	SINGLE		
11	bevacizumab 100 mg (25mg/ml) 4ml vial	VIAL		
12	BEVACIZUMAB 400MG(25 MG/ML 16 ML) VIAL	SINGLE		
13	BENDAMUSTINE 2.5 MG/ML(25 MG) VIAL/BENDAMUSTINE 100mg	SINGLE		
14	PEG ASPARGASE 3750 IU/5 ML INJ	SINGLE		
15	Docetaxel 20mg(10 mg/ml)vial	SINGLE		
16	GEMCITABINE 1GM VIAL	SINGLE		
17	VINCRIStINE SULPHATE 1 MG(1MG/ML 1ML) VIAL	SINGLE		
18	RASBURICASE 1.5 MG VIAL	SINGLE		
19	ABIRATERONE ACETATE 250 MG TAB	tab		
20	imatinib 100mg cap	TH		
21	imatinib 400mg tab	TH		
22	CYCLOSPORINE 100MG CAP	TH		
23	Tacrolimus 0.5mg cap	caps		
24	ISOSORBIDE 5-MONONITRATE 20MG TAB	TH		
25	AMIODARONE 150 MG AMP	SINGLE		
26	AMLODIPINE 5MG TAB	tab		
27	ENALAPRIL MALEATE 5MG TAB	TH		
28	CALAMINE 15%+ZINCOXIDE5% LOTION 100ML	BOTT		
29	POVIDONE IODINE 10% OINT.	15 Gm		
30	SUXAMETHONIUM HCL 100 MG INJ	SINGLE		
31	vecuronium 10mg amp	SINGLE		
32	BACLOFEN 25MG TAB	TH		
33	Budesonide 400mcg inhaler/Formoterol 6mcg Budesonide 400mcg Inhaler	SINGLE		
34	budesonide 200mcg inhaler	SINGLE		
35	ACETAZOLAMIDE 250MG TAB	TH		
36	ALFACALCIDOL 0.25MCG CAP	caps		
37	DEXT.50% SOLN 500ML/100ml	BAG		
38	GLYCIN 1.5% IRRIGATION 3 LITERS/PLASTIC 3LTR	BAG		
39	ultrasound gel 500 ml/250ml	SINGLE		
40	citric acid 50% sol 10liter/ERILITE THERMAL DISINFECTANT 5 LTR	SINGLE		
41	CLINDAMYCIN 600MG(150MG/ML 4ML AMP	SINGLE		
42	DAPAGLIFLOZIN 10 MG TAB OR ALIKE	TH		
43	losartan 50mg tab	TH		
44	olanzapine 5mg or dispersible tab	TH		
45	cetuximab 500 mg(5MG/ml) vial/RITUXIMAB 500MG	SINGLE		
46	capecitabine 500mg tab	TH		

LITIGATION HISTORY
(On letterhead of the applicant)

Applicants should provide information of litigation history regarding Quality related Matter/ court case/ Investigation/ arbitration is pending in any project executed.

Name of Bidder/ Applicant: M/s							
Year	Name of the work/ Project	Name of the Client, with Address	Title of the court Case/ Arbitration/	Detail of the Court/ Arbitrator	Status Pending/ Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases/ arbitration	Actual Awarded Amount (Rs) in decided Court Cases/ arbitration

Authorized Signatory of bidder

"MAKE IN INDIA" Policy

CERTIFICATE

Tender Enquiry No: _____ dated. _____
Product: _____

References:

- 1. P-45021/2/2017-B.E-II dated. 15th June-2017,
- 2. P-45021/2/2017-PP(BE-II) dated. 28th May-2018 ,
- 3. P-45021/2/2017-PP(BE-II) dated. 29th May-2019.
- 4. P-45021/2/2017-PP(BE-II) dated. 04th June- 2020 **including latest Notifications**

We hereby declare with reference to above subject and references, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we, M/s -----
 - "local supplier" meeting the requirement of minimum local content (Percentage to be mentioned) and item offered meets the local content requirement for Class I local supplier or Class II local supplier as defined in the above government notification for the goods against the above mentioned Tender Enquiry No. dt. ----- for the following items:

You are also requested to get declaration from the manufacturer confirming that offered model has --
 --% items manufactured in India, along with name of the parts, manufacture's name and manufacturer's contact details including GST no.

Details of location at which local value addition will be made, is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of

Authorized Signatory

SECTION-III

Format-XI

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representatives)

The following Generic Drugs (Quantity mentioned against each) has/have been received in good conditions as per Label mention in Tender Documents along with a copy of inspection report and Purchase Order / Contract copy containing details of the item ordered.

1. Name of the List of items with shelf life supplied :
2. Name of the Supplier/ Manufacturer :
3. a) Quantity supplied :
b) Quantity supplied in damaged condition, if any :
4. Place of destination :
5. Name and Address of the Consignee along with Telephone No. & Fax No. :
7. Date of the receipt of stores by consignee :
8. Signature of the Authorized Consignee(End User) :
9. Name of Authorized person of the Signature :
10. Seal of the consignee :
11. Contract No :

SECTION -IV

CHECK LIST FOR BIDDERS

(Bidders must fill-up this Section in all respects and submit with un-priced bid)

Sr. No	Document	Bidder's Confirmation (20confirmed / not confirmed)	Page No. in the bid	Remark
1	Bid document fee submitted.			
2	EMD submitted along with details i.e. item no., item description, amount etc.			
3	Bid form as per the Bid document submitted on the letter head of the company.			
4	Manufacturer authorization form as per Format given in the Bid document on the letter head of the company. Or undertaking for declaration at the time of supply to submit)			
5	Original copy of Power of attorney (on non- judicial stamp paper of Rs.100/-) of the signatory to the signing Bidding Document.			
6	Copy of PAN & GST No.			
7	Certificate of Incorporation / Declaration being proprietary firm			
8	Compliance Statement submitted			
9	Commercial Compliance Statement submitted			
10	Audited Balance sheet & Profit and Loss statement (duly signed by the auditor) for the last 3 financial years with Turnover certificate			
11	Price schedule has been filled-up strictly as per Format given in bid document.(submitted only online)			
12	Copy of price schedule with prices blanked out has been submitted with un-priced bid			
13	Affidavit			
14	Integrity Pact			

Important Note:

- 1) All pages of bid submitted should be page numbered are indexed.
- 2) The bidder may also go through the check list and ensure that all the documents / confirmed listed above are enclosed in the bid and no column if left blank. If any column is not applicable, it may be filled up as NA.

Signature with Date _____ Name & Designation with Company's Seal

INTEGRITY PACT

To,
.....
.....

Sub: NIT No. **for the work**
"....."
"....."
"....."

Dear Sir,

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

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

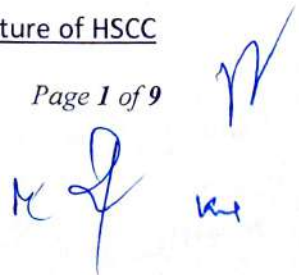
This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the HSCC.

Yours faithfully


~~Chief~~ General Manager
HSCC (India) Ltd.

Signature of Bidder

Signature of HSCC



INTEGRITY PACT

To,
Chief General Manger
HSCC (India) Limited,
E-6(A), Sector 1,
Noida - 201301

Sub: NIT No. **for the work**
"....."
.....
....."

Dear Sir,

I/We acknowledge that HSCC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by HSCC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, HSCC shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

Signature of Bidder

Signature of HSCC

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of HSCC.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20....

BETWEEN

HSCC (India) Limited, as [Consultant of MEA] represented by Chief General Manager, HSCC (India) Limited (hereinafter referred as the 'Principal', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual/firm/Company)
..... through (Details of duly authorized signatory).....
(Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal has floated the Tender (NIT No.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for the work hereinafter referred to as the "Contract".

AND WHEREAS the Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

AND WHEREAS In order to achieve these goals, the Principal will appoint Independent External Monitor(s) (IEM(s)) who will monitor the tender process and the execution of the Contract for

Signature of Bidder

Signature of HSCC

[Handwritten signature] Page 3 of 9

compliance with the principles mentioned hereinunder

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal

The Principal is committed to follow the principle of transparency, equity and competitiveness in public Procurement.

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal, personally or through family members or through any other channel, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees, Contractor(s) and/or bidder(s) which constitutes a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/Contractor(s)
Obligations on Bidder/Contractor**

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Principal all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

Signature of Bidder

Signature of HSCC



ANNEXURE –XII

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the Tender process or execution of the Contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, 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 cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign Principal or the foreign Principal directly could bid in a tender but not both. It shall be incumbent on the Indian Agent and the foreign Principal to adhere to the relevant guidelines of the Government of India, issued from time to time regarding availing of services of Indian Agents for Foreign Suppliers. The Bidder(s)/Contractor(s) shall disclose details mentioned in the "Guidelines of Indian Agents of Foreign Suppliers. Also as mentioned in the Guidelines, all the payments made to Indian agent/representatives shall be in Indian Rupees only.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
 - (f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEM(s) and shall wait for their decision in the matter.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice, wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Principal's interests.
 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or

Signature of Bidder


Signature of HSCC

influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal under law or the Contract or its established policies and laid down procedures, the Principal/ shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract or during the validity of the Integrity Pact has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal at its sole discretion after giving proper opportunity to the Bidder(s)/Contractor(s) shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant provisions of the Tender/Contract. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. Such exclusion may be forever or for a limited period as decided by the Principal.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes a criminal offence within the meaning of IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article 4: Previous Transgression

1. The Bidder/Contractor declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

Signature of Bidder

Signature of HSCC



2. If at any point of time during the Tender Process or after the award of Contract, it is found that the Bidder/Contractor has made an incorrect statement on this subject, he can be disqualified from the Tender process or terminate/determine the Contract, if already executed or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
2. The Principal will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal will disqualify Bidders, who do not submit, the duly signed Pact between the Principal and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the 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 the Competent Authority of HSCC.

Article 7- Independent External Monitor(s) (IEM(s))

1. The Principal shall appoint competent and credible Independent External Monitor, nominated by the Central Vigilance Commission, for this pact in case of all works with estimated cost put to tender in excess of Rs.5 crores. The task of the Monitor is to review independently and objectively, the cases referred to it to assess whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only who shall be

Signature of Bidder

Signature of HSCC



- nominated by the MD, HSCC. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid monitor.
3. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor shall report to MD, HSCC.
 4. The Bidder(s)/Contractor(s) accepts that the Monitor shall have the right to access without restriction all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The Monitor is under contractual obligation to treat the information and documents with confidentiality.
 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Principal and request the Principal to discontinue or take corrective action, or to take other relevant action(s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that the act in a specific manner and/or refrain from action and/or tolerate action.
 6. The Monitor will submit a written report to the MD, HSCC within 4 to 6 weeks from the date of reference or intimation to him/her and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.
 7. If the Monitor has reported to the MD, HSCC of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, HSCC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer.
 8. Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
 9. The role of the Monitor is advisory and would not be legally binding and is restricted to resolving issues raised by the Bidder/Contractor.
 10. The word "Monitor" means Independent External Monitor and includes both singular and plural forms.

Article 8- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Bidder/Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Signature of Bidder



Signature of HSCC

- 5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.
- 6. In view of the nature of the Integrity Pact, the Integrity Pact is irrevocable and shall remain valid even if the main tender/contract is terminated till the currency of the Integrity Pact.

Article 9- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1
(signature, name and address)

2
(signature, name and address)

Place:

Dated:

Signature of Bidder


Signature of HSCC