

**PROCUREMENT OF MEDICINES & MEDICAL EQUIPMENT ITEMS FOR
KURDISTAN REGION OF IRAQ**

NATIONAL COMPETITIVE BIDDING: e-Bidding Basis

**Tender No. HSCC/PUR/MEA-IRAQ/MEDICINES/2024/86 dated
14.11.2024**

**On behalf of
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

**cpg-group@hsccltd.co.in
cpghscc@gmail.com**

CONTENTS OF THE BIDDING DOCUMENT

Item	Details	Page Number
NIT	Notice Inviting E-tenders (NIT)	
Section -I	General Terms & Conditions	
Section -II	Formats	
	Bid Form (Format-I)	
	Price Schedule-II (Format-II)	
	Performance Statement (Format-III)	
	Contract Form (Format-IV)	
	Technical Compiles Statement (Format-V)	
	Bid Security Format (Format-VI)	
	Performance Security Format (Format-VII)	
	Affidavit (Format-VIII)	
	LITIGATION HISTORY Form-N	
	Integrity Pact- (Format-IX)	
Section -III	Consignee Receipt Certificate (Format-X)	
Section -IV	Check List	
	ECS Format with GST & PAN No.	

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-IRAQ/MEDICINES/2024/86 dated 14.11.2024

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 "Procurement and Supply of MEDICINES & MEDICAL EQUIPMENT to Kurdistan Region of Iraq (KRI)" on Delivery at Place (DAP basis) as per the details mentioned following:

a.) List details as under:

S/NO.	Item Name	Generic Name	Dosage form	Qty	Unit	UOM
1	Spirivia	Tiotropium bromide 18mcg	Inhalation Capsule	500	Paket	1 Pc
2	Pulmicort	Budesonide	Inhaler	1000	Paket	1 Pc
3	Depakin 500 Mg	sodium valproate	Tablet	20000	Tablet	10 Tab
4	Artelac Single Dose	Sodium Hyaluronate	Eye Drop	1000	Paket	1 Pc
5	Lantus	lantus	Pen	1000	Pen	1 Pen
6	Insulin Mixterd	30/70	Pen	1000	Pen	1 Pen
7	Losic 40 Mg	omeprazole	Vial	5000	Vial	1 Vial
8	Nexium 40 Mg	esomeprazole	Tablet	25000	Tablet	10 Tab
9	Seretide Disk 100 Mg	Salmeterol (50mcg) + Fluticasone Propionate (100mcg)	Disc	500	Disc	1 Pc
10	Seretide Disk 250 Mg	Salmeterol (50mcg) + Fluticasone Propionate (250mcg)	Disc	500	Disc	1 Pc
11	Seretide Disk 500 Mg	Fluticasone propionate (500 mcg) + Salmeterol (50 mcg)	Disc	500	Disc	1 Pc
12	Symbicort inhaler 160	Formoterol (6mcg) + Budesonide (200mcg)	Inhaler	500	Paket	1 Pc
13	Symbicort inhaler 80	Formoterol (6mcg) + Budesonide (400mcg)	Inhaler	500	Paket	1 Pc
14	Portable Ventilator	As per Specs	Medical Equipment	1	1 Pc	1 Pc

* Quantities or Items may vary at the time of Placement of NOA as per requirement.

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 14.11.2024 to 25.11.2024 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.. Bidder 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 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-IRAQ/MEDICINES/2024/86 dated 14.11.2024**

Sl. No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	14.11.2024 to 25.11.2024 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	1,22,520.00
vi.	Pre Tender Meeting Venue	NA
vii.	Closing date & time for receipt of Tender	25.11.2024, 14:00 hrs IST
viii.	Time and date of opening of Techno-Commercial tenders	25.11.2024, 14:30 hrs IST
ix.	Venue of Opening of Techno Commercial Tender	Online at 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, Affidavit (Format-VIII), 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, Affidavit(Format-VIII) 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

Section-I

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. 1,22,520.00 issued DD/Bank Guarantee (As per format-VI), in favor of HSCC (India) Ltd. of any nationalized bank valid up to **180 days** from original date of the bid submission 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. It may be noted that export items are zero rated in GST. Therefore, GST will not be paid on procurement of these items. The vendors have to create Export Invoice on which GST will not be payable.
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**- Mentioned as (a)
6. **Bid Validity**- **180** days from the original date of bid submission.
7. **Amount of Performance Security**: Within 14 days of the date of notification, the Successful Bidder shall furnish the Performance Security/Security Deposit for 5% 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 17 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
8. **Preliminary Examination**: The Bid Form (Format-I), Technical Complies Statement (Format-V) & Unpriced BOQ (Format-XI) 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. If none of the items are not quoted by all bidders, the same may not be considered for evaluation.
9. **Evaluation Criteria**: Bidder not quoting all items shall be treated as non-responsive.
Ranking on evaluation shall be on the basis of total cost of all items taken on aggregate mentioned under "Grand Total Price" and Transportation Cost in **PRICE SCHEDULE – FORMAT-II**. Transportation **by Air** from India to the destination shall be considered by the bidder as per the delivery schedule provided. However, The rate for transportation (without GST) from Delhi, India, to Iraq shall in no case should exceed 27.8% of the quoted grand total price. Payment for transportation will be made based on the lower of the actual cost incurred or the quoted cost, upon submission of valid supporting documents.
10. **Delivery and Supply**: Supply & Delivery of all items by Air shall be within **15 days** from the date of issuance of Purchase Order at Consignee location. 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.
11. **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 the 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 "Warehouse to Warehouse" {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.

12. Payment Terms: The amount towards the cost of Medicine, Medical Equipment & Other Social Items, transportation charges and other administrative costs as per Tender/BOQ/NOA (Including of HSCC/MEA /3rd party inspection cost, Packaging, ground handling, insurance etc) would be released upon successful completion of delivery and submission of bill along with copies of COAs, Manufacture Authorizations, Drugs License & Product Permission, Non DG Certificate etc and proofs of successful delivery in good condition at the designation of consignee.

13. PAYMENT:

- i. The Supplier's request (s) for payment shall be made to the Purchaser in writing, accompanied by an Export invoice(Zero GST) describing, the amount towards the cost of Items and local transportation charges & other administrative costs (Packaging, ground handling, insurance, documentation etc) would be released upon successful completion of delivery & submission of bill and vouchers along with HSCC/MEA/ 3rd party inspection agency passed test reports of all batches of respective Items. The delivery should be in good condition at the designation consignee duly certified by authorized personnel.
- ii. The release of payment is to be made upon successful completion of the delivery as well as submission of the goods receipt note. Payments shall be released after receipt of fund from Ministry of External Affairs, Govt. of India on submission of Invoice.

The invoice/s should be submitted along with following Documents (self-certified)

1. Copy of Notification of Award/Contract Form
2. Copy of valid Performance Security
3. Valid insurance certificate (Marine)
4. Original Consignee receipt/Proof of successful delivery in good condition at consignee
5. Original Export Invoice (Zero GST)
6. Packing list
7. Pre-dispatch Inspection Certificate issued by HSCC/MEA/3rd party inspection agency (if any)
8. Copy of Airway bill/Bill of landing/Challan
9. Transportation Invoice (If any)
10. COA passed test reports of all batches of medicines along with photos of primary/secondary packaging of medicines clearly depicting the Batch No. of Mfg. details, valid drug license of the manufacturers, product permissions and Valid WHO-GMP Certificate

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, 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. Consignee- Halabja or Erbil at Kurdistan Region of Iraq (KRI) The details will be intimated in due course.

16. Qualification Criteria:

- a. Bidders should have experience in the past 5years from the date of submission of bid, satisfactory completed supply & Installation for Medicines/Medical Equipment anywhere in

India/Abroad, at least

(i). One single order not less than Rs. 49.01 Lacs of Medicines/Medical Equipment

Or

(ii). Two orders each not less than Rs. 36.76 Lacs of Medicines/Medical Equipment

Or

(iii). Three orders each not less than Rs. 24.50 Lacs of Medicines/Medical Equipment

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 should be minimum Rs. 30.63 Lacs Annual report of last 3 financial years, Balance sheet and Profit & Loss Account duly audited and signed by auditor for FY2021-22, FY2022-23 & FY2023-24 & Turnover certificate to be submitted by bidder and the net worth of the Bidder firm should not be negative on last day of the preceding financial year
- d. Submission of Bid Form as per Format-I
- e. The bidder has to submit pre-signed integrity pact (As per format-IX) 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 below 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.
- g. Purchaser reserves the right to call for a demonstration/ samples of required items.
- h. Under taking from bidder regarding quoted manufacturer of medicines have minimum three years old valid manufacturing license/ Registration certificate of the medicines/ equipment along with valid WHO-GMP and other statutory licenses along with product permission. The items should confirm to the specifications as asked in the tender.

17. Packing:

- i. All labels of cartons, ampoules, vials, bottles, jars, tubes tins, containers etc. should be emboldened / imprinted / stamped.
- ii. Loose supplies / damaged packing / tampered or damaged labelled supplies shall not be accepted under any circumstances.
- iii. Supplies to be made in a Proper Boxes.
- iv. Liquid orals to be supplied only in glass bottles / plastic bottles conforming to 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 / ploy packs conforming to I.P.
- ix. All containers, i.e., 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.
- x. 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 Packaging should have "**Gift From The People and Government Of India**" printed on the tertiary packing boxes in addition to relevant

- details about the vaccines. A **colored** sticker of the **National Flag of India** of the appropriate size should also be affixed.
- xi. During the course of storage and export, the required temperature i.e. 2°C - 8°C for cold storage items and for others 15°C - 25°C should be maintained along with other relevant guidelines for the transport of Medicines shall be ensured by the bidder.
 - xii. Packing for Medical Equipment and Medicine items to be packed properly with logo in all items
 - xiii. The above text to be printed on the packing boxes in ENGLISH and/ Local language(as per the instruction of MEA/HSCC)

18. Pharmacopoeia Specification:

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

- a. The drugs 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. It should be ensured that ISI Code No. is indicated on the packing and at the time of supplies has ISI Mark as well as Code No. as is the statutory requirement of the Bureau of Indian Standards.
- c. The Prices approved are CIF Destination inclusive of all charges for packing, freight and forwarding, local transport, insurance etc
- d. Bidder should ensure delivery before the minimum 60% shelf life of the medicines.

19. Testing of Drugs- Quality Control/Inspection:

- a. Regular and random testing of drugs will be undertaken from Govt. /Govt. approved laboratories at any time during the shelf life or whenever any defect is noticed.
- b. The report of own factory or / Govt. approved laboratory shall be accepted.
- c. If any store / stores supplied against this Contract acceptance of tender are found to be Not of Standard Quality on test analysis from Govt. / Govt. approved laboratory, tenderer will be liable for consignment against the particular invoice irrespective of fact that part or whole of the supplied stores may have been consumed.
- d. If the product is found to be not of standard quality, the cost of testing should be recovered from the supplier.
- e. The material before dispatch, will be inspected by MEA representative/HSCC/3rd party agency (If any) and the expenditure will be borne by Bidder.

20. For Dispatch Clearance of Items

Before dispatch/shipment of the material, the supplier/bidder/vendor/manufacture should have to submit the following documents:

1. Editable invoice & Packing list
2. Non-Dangerous Certificate (Declaration on non-dangerous items being supplied)
3. Certificate of Analysis for all medicines (COA) & inspection report for other items(If applicable).
4. Self-declaration certificate stating that items under supply are of standard quality and brand new. Bidder shall be fully responsible for any harms to human.
5. Manufacture Authorization of Medicines/ Medical Equipment.
6. Approved Valid Drugs License with Product permission for Medicines only
7. The product should have **WHO-GMP** for medicines only
8. CHA address details with export license.
9. Relevant documents of manufacturers showing they are in the business from more than three years.

21. SPECIFICATIONS of Medical Equipment

Portable Ventilator

Portable Emergency Ventilator

Time Cycled with Pressure Support.

Gas driven (O₂)

Ventilation Modes: AUT + AST / PSV + APNOEA BACK UP / PEEP / CPAP

Integrated PEEP valve

Protective iron cage to prevent any breakage of the pneumatic system

Adjustable pressure trigger (from -1 to -5 cm/H₂O)

Breathing rate: from 5 to 70 bpm

I:E fixed at 1:1,5

Pressure Support Adjustable from 0 (SPONT.) to 50 cmH₂O

Tidal Volume: from 15 to 3000 ml

Minute Volume: form 1 to 16 Litres per min

Automatic volume adjustment switching from 50% to 100% O₂ concentration and vice versa.

Alarm for : Battery Level, Low and High Pressure, Apnoea Gas Supply and Power Failure.

Battery operation: 3 hours (charging time 4 hours)

Weight: 3,7 kg

Possibility to be wall mounted, fixed on a surface or hanged to the stretcher.

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 & handover 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 5% 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

SCHEDULE – A, PRICE SCHEDULE/BOQ

S/NO.	Item Name	Generic Name	Dosage form	Qty	Unit	UOM	Unit Price (Excl. GST) (Delivery)(Rs.)	Total Unit Price Excl. GST) (Rs.)
1	Spirivia	Tiotropium bromide 18mcg	Inhalation Capsule	500	Paket	1 Pc		
2	Pulmicort	Budesonide	Inhaler	1000	Paket	1 Pc		
3	Depakin 500 Mg	sodium valproate	Tablet	20000	Tablet	10 Tab		
4	Artelac Single Dose	Sodium Hyaluronate	Eye Drop	1000	Paket	1 Pc		
5	Lantus	lantus	Pen	1000	Pen	1 Pen		
6	Insulin Mixterd	30/70	Pen	1000	Pen	1 Pen		
7	Losic 40 Mg	omeprazole	Vial	5000	Vial	1 Vial		
8	Nexium 40 Mg	esomeprazole	Tablet	25000	Tablet	10 Tab		
9	Seretide Disk 100 Mg	Salmeterol (50mcg) + Fluticasone Propionate (100mcg)	Disc	500	Disc	1 Pc		
10	Seretide Disk 250 Mg	Salmeterol (50mcg) + Fluticasone Propionate (250mcg)	Disc	500	Disc	1 Pc		
11	Seretide Disk 500 Mg	Fluticasone propionate (500 mcg) + Salmeterol (50 mcg)	Disc	500	Disc	1 Pc		
12	Symbicort inhaler 160	Formoterol (6mcg) + Budesonide (200mcg)	Inhaler	500	Paket	1 Pc		
13	Symbicort inhaler 80	Formoterol (6mcg) + Budesonide (400mcg)	Inhaler	500	Paket	1 Pc		
14	Portable Ventilator	As per Specs	Medical Equipment	1	1 Pc	1 Pc		
							Grand Total Price (a)	

SI No.	ITEMS DESCRIPTION	Qty (Nos)	Unit Price (Rs.)	Total Price (Rs.)
1	Total transportation charges as per tender requirement inclusive of all charges	Lumpsum		
2	Applicable GST on transportation charges	%		
			Total of Transportation (b)	
			Overall Cost (a + b)	

Note:

1. If there is a discrepancy between unit price & total price, THE UNIT PRICE shall prevail, and calculation will be done accordingly.
2. The Quoted price shall be inclusive of all as per the tender requirement.
3. The Quoted price for transportation should be inclusive of Packing & Forwarding, Loading/ unloading/Local Transportation/Incidental Costs/Insurance etc till Consignee's Site charges. Nothing extra shall be payable.
4. The bid ranking will be done on the basis of the overall cost (Including transportation charges).
5. The bidder will be fully responsible for the safe arrival of the all items at the destination (consignee's site) in good condition.
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.
8. All the quoted rates should be inclusive of standard warranty as per Industry norms/ as mentioned in technical specifications/ minimum one year for all applicable items.

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 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 : _____

(Technical complies Statement)

Format of Technical Compliance: Please provide technical compliance as per below format in PDF file as well as word file : Bidder has too strictly provide the Compliance report as per the format.

For Medical Equipment:

Sr. No.	Tender Specification with incorporating Amendments if any	Make & Model	Offered Specification details as mentioned in catalogue	Mention Page No. where point is existing in Highlighted catalogue	Compliance Yes / No.	Remarks

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 (180) days from original date of submission of the bid** , 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.....day of.....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

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

SECTION-III

CONSIGNEE RECEIPT CERTIFICATE/HANDOVER CERTIFICATE

(To be given by consignee's authorized representatives)

The following Pre-Fabricated House (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 Pre-Fabricated House supplied/handover :
2. Name of the Supplier/ Manufacturer :
3. a) Quantity supplied/handover :
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/handover 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

**Unpriced BOQ
List of Items**

S/NO.	Item Name	Generic Name	Dosage form	Qty	Unit	UOM	Name of Manufacturer & Country of Origin	Confirmation of Quotation
1	Spirivia	Tiotropium bromide 18mcg	Inhalation Capsule	500	Paket	1 Pc		
2	Pulmicort	Budesonide	Inhaler	1000	Paket	1 Pc		
3	Depakin 500 Mg	sodium valproate	Tablet	20000	Tablet	10 Tab		
4	Artelac Single Dose	Sodium Hyaluronate	Eye Drop	1000	Paket	1 Pc		
5	Lantus	lantus	Pen	1000	Pen	1 Pen		
6	Insulin Mixterd	30/70	Pen	1000	Pen	1 Pen		
7	Losic 40 Mg	omeprazole	Vial	5000	Vial	1 Vial		
8	Nexium 40 Mg	esomeprazole	Tablet	25000	Tablet	10 Tab		
9	Seretide Disk 100 Mg	Salmeterol (50mcg) + Fluticasone Propionate (100mcg)	Disc	500	Disc	1 Pc		
10	Seretide Disk 250 Mg	Salmeterol (50mcg) + Fluticasone Propionate (250mcg)	Disc	500	Disc	1 Pc		
11	Seretide Disk 500 Mg	Fluticasone propionate (500 mcg) + Salmeterol (50 mcg)	Disc	500	Disc	1 Pc		
12	Symbicort inhaler 160	Formoterol (6mcg) + Budesonide (200mcg)	Inhaler	500	Paket	1 Pc		
13	Symbicort inhaler 80	Formoterol (6mcg) + Budesonide (400mcg)	Inhaler	500	Paket	1 Pc		
14	Poratble Ventilator	As per Specs	Medical Equipment	1	1 Pc	1 Pc		

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 (confirmed / not confirmed)	Page No. in the bid	Remark
	Hard copy original			
1	Bid document fee			
2	EMD submitted along with details			
3	EMD exempted certification (if)			
4	Bid form as per format-II			
5	Original copy of Power of attorney (on non- judicial stamp paper of Rs.100/-) of the signatory to the signing Bidding Document.			
6	Integrity Pact as per Format-IX			
7	Affidavit as per Format- VIII			
	Online bid			
8	Technical Compliance (Format-V)			
9	Unprise BOQ (Format-XI)			
10	All Copies documents under SI-1to 7 (Hard copy Original)			
11	Copy of PAN & GST No.			
12	Certificate of Incorporation / Declaration being proprietary firm			
13	Performance Staement			
14	Audited Balance sheet and Profit &Loss Account duly audited and signed by auditor for FY2021-22, FY2022-23 & FY2023-24 & Turnover certificate to be submitted by bidder and the net worth of the Bidder firm should not be negative on las day of the preceding financial year			
15	Price schedule has been filled-up strictly as per Format given in bid document. (submitted only online)			

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. HSCC/PUR/MEA-IRAQ/MEDICINES/2024/86 for the work “Procurement and Supply of MEDICINES & MEDICAL EQUIPMENT to Kurdistan Region of Iraq (KRI)”

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



General Manager (Proc.)
HSCC (India) Ltd.

Signature of Bidder

Signature of HSCC

INTEGRITY PACT

To,
General Manager (Proc.)
HSCC (India) Limited,
E-6(A), Sector 1,
Noida - 201301

Sub: NIT No. HSCC/PUR/MEA-IRAQ/MEDICINES/2024/86 for the work “Procurement and Supply of MEDICINES & MEDICAL EQUIPMENT to Kurdistan Region of Iraq (KRI)”

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 General Manager (Proc.), 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. **HSCC/PUR/MEA-IRAQ/MEDICINES/2024/86**) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for the work "**Procurement and Supply of MEDICINES & MEDICAL EQUIPMENT to Kurdistan Region of Iraq (KRI)**" 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 compliance with the principles mentioned hereinunder

Signature of Bidder


Signature of HSCC

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:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer,

Signature of Bidder


Signature of HSCC

- 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 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

Signature of Bidder


Signature of HSCC

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.
2. If at any point of time during the Tender Process or after the award of Contract, it is

Signature of Bidder


Signature of HSCC

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

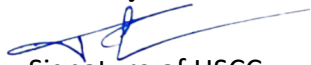
This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

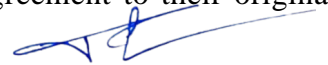
nominated by the MD, HSCC. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid monitor.

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 Warrant/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

Signature of Bidder


Signature of HSCC

intensions.

- 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:



GM (Proc.)

(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