

**PROCUREMENT OF VACCINES & MEDICINES FOR SCD &
THALASSEMIA, NEPAL
NATIONAL COMPETITIVE BIDDING: e-Bidding Basis**

Tender No. HSCC/PUR/MEA-NEPAL/VACCINES-2/2025/105

Dated 20.03.2025

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

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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-NEPAL/VACCINES-2/2025/105 dated 20.03.2025

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 **Vaccines & Medicines** to-Nepal as per the details mentioned following:

a.) List details as under:

SI No.	Name of Vaccines/Medicines	Unit	Qty(Nos)
1	Tab. Hydroxyurea 500 mg	1 tab	5,63,560.00
2	Tab. Penicillin V 125 mg	1 tab	5,64,000.00
3	Tab. Penicillin V 250 mg	1 tab	5,63,000.00
4	Streptococcus pneumonia vaccine (Pneumococcal conjugate)	1 Inj	4,640.00
5	Haemophilus influenza vaccine/ Hib+DPT combine	1 Inj,	4,640.00
6	Meningococcus vaccine (conjugate)/Meningococcus vaccines	1 Inj,	3,100.00
7	Influenzae vaccine inactivated (tri/quadri valent)	1 Inj	3,100.00
8	Salmonella typhi vaccine (conjugate)/Salmonella typhi	1 Inj,	1,550.00
9	Inj. Desferrioxamine 500 mg/Deferoxamine inj. 500mg	1 Inj,	1,20,000.00
10	Tab. Deferiprone 500 mg	1 tab/cap	9,12,500.00
11	Tab. Deferasirox 500 mg	1 tab/cap	9,12,500.00

* Quantities or Items may vary at the time of Placement of NOA as per 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 downloading 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 e- Tender portal <https://hsc.enivida.com> and CPPP Portal www.eprocure.gov.in. Bid Documents may be downloaded 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 visit through HSCC e-tender portal <https://hsc.enivida.com>, HSCC website <http://www.hsccltd.co.in> & CPP Portal <https://eprocure.gov.in/epublish/app> as corrigendum/amendments etc., if any, will be notified on this portal only and not be published anywhere else.

(-sd-)
GM (Proc.)
HSCC (India) Limited

(b.) Tender No.: HSCC/PUR/MEA-NEPAL/VACCINES-2/2025/105 dated 20.03.2025

Sl. No.	Description	Schedule
i.	Dates for availability of tender documents	20.03.2025 to 24.03.2025
ii.	Submission of tender document online & Hard copy	https://hsccltd.co.in/ , HSCC (India) Ltd., Plot No.6-A, Block-E, Sector-1, Noida (U.P)-201301, India.
iii.	Pre Tender Meeting Date & Time	N/A
iv.	Tender Fees	5,900/- (Incl. GST)
v.	EMD/ Bid Security	23,67,038.00
vi.	Pre Tender Meeting Venue	N/A
vii.	Last date & time of submission of Online Tender	24.03.2025 13:00 Hrs IST
viii.	Date & Time of Opening of Technical Tender	24.03.2025 , 16:00 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 (Micro & Small) 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-VII), 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-VII) and 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://hsccltd.co.in/> 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 visit through HSCC e-tender portal <https://hsccltd.co.in/>, HSCC website <http://www.hsccltd.co.in> & CPP Portal <https://eprocure.gov.in/epublish/app> as corrigendum/amendments etc., if any, will be notified on this portal only and not be published anywhere else.

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 in the form of DD in favor of HSCC (India) Ltd. of any nationalized bank.

2. EMD/Bid Security Amount: Rs.23,67,038.00 issued DD/Bank Guarantee (As per format-V), 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 (Micro & Small only) 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/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 six months beyond scheduled completion period 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.

8. Preliminary Examination: The Bid Form (Format-I), EMD, Unpriced BOQ (Format-VIII), Undertaking for submission of valid Drug Licenses, Product Permission, Certificate of Analysis & Manufacturer Authorization at the time of offered/inspection dispatched items & Integrity Pact (Format-IX) 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" in **PRICE SCHEDULE – FORMAT-II**. Transportation by land from India to the destination at SCD & Thalassemia is to be paid extra. The quoted transportation cost will be considered as ranking however, the payment will made on the basis of quoted amount or actual whichever is less

10. Delivery and Supply: Supply & Delivery of all items shall be within **45 days** from the date of issuance of Purchase Order **at Consignee location/s**. Bidders shall be responsible to provide End to End solution for Supply, Inspection, Insurance, Freight, Local Transportation & Air Transportation (If required), Handling, Customs Clearance, Handing-over etc to the Consignee (If applicable)

- 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/Vaccines, 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 in terms of Clause No-13 upon submission of Invoices along with supporting documents.

13. PAYMENT:

- a. 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 **consignee location/s** duly certified by authorized personnel.
- b. The release of payment is to be made in terms of 40% payment upon issuance of purchase order (on submission of BG of equivalent amount), 40% upon shipment of the consignment (along with submission of all required documents) and remaining 20% consignee receipt. 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

- i. Copy of Notification of Award/Contract Form
- ii. Copy of valid Performance Security
- iii. Valid insurance certificate (transport upto consignee)
- iv. Original Consignee receipt/Proof of successful delivery at consignee location/s
- v. Copy of HSCC/MEA 3rd party inspection reports/ COA
- vi. Original Export Invoice (Zero GST)
- vii. Packing list
- viii. Pre-dispatch Inspection Certificate issued by HSCC/MEA/3rd party inspection agency (if any)
- ix. Copy of E-way bill /Challan/ Etc
- x. Dispatch Clearance issue by HSCC/MEA

- 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-** Within the territory of Nepal as per consignee detail communicated by HSCC

16. Qualification Criteria:

- a. Bidders should have the following experience of having successfully completed/supplied of Medicines/vaccines/Active Pharmaceutical Ingredient (API) anywhere in India/Abroad during last 5 years ending previous day of last submission of tender:
 - i. One single order not less than Rs. 9.46 Cr. of Medicines/Vaccines/API **Or**
 - ii. Two orders each not less than Rs.7.10 Cr. of Medicines/ Vaccines/API **Or**
 - iii. Three order each not less than Rs. 4.73 Cr. of Medicines/ Vaccines/API
- b. 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.
- c. 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.
- d. Average annual financial turnover of bidder in last three financial year should be **Rs. 5.91 Cr** Annual report of last 3 consecutive financial ending 31st March, 2024. Balance sheet and Profit & Loss Account duly audited and signed by auditor should be submitted.
- e. Net worth of the Bidder /firm as on last day of the proceeding financial year ie FY 2023-24 should be positive.
- f. The bidder are requested to upload and submit relative pages of summarized balance sheet & Loss & profit (Audited for last three years ending 31st March, 2024).
- g. Submission of Bid Form as per Format-I
- h. Bidder not quoting all items shall be treated as non-responsive.
- i. The bidder has to submit pre-signed integrity pact (As per format-IX) duly signed and stamped. Bid without signed integrity Pact bidder shall be liable for rejection.
- j. The Purchaser reserves the right to relax the Norms on Prior Experience & Turnover 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.

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 REPUBLIC OF GOVERNMENT OF INDIA**" printed on the tertiary packing boxes in **ENGLISH** 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 temperature of 2°C - 8°C should be maintained along with other relevant guidelines for the transport of Medicines shall be ensured by the agency as these items are cool chain storage medicines.
- xii. The above text to be printed on the packing boxes in **ENGLISH** and **Nepali**.

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.

- i. 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.
- ii. The Prices approved are CIF Destination inclusive of all charges for packing, local freight and forwarding, local transport, insurance etc

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 **i.e COA** 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 and payment recovery will be made from the vendor at any time.
- 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/manufacturer should have to submit the following documents:

- 1. Editable invoice & Packing list
- 2. Non-Dangerous Certificate (Declaration on non-dangerous Drugs etc)
- 3. Certificate of Analysis for all Medicines with batch-wise (COA)/ **NABL Tested** report for other items (If any).
- 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. Manufacturer's Authorization for all medicines (Manufacturer should declare that bidder is authorized to supply the items on its behalf & items are meeting the required quality standards)
- 6. Approved Valid Drugs License with Product permission for Medicines only
- 7. The product should have **WHO-GMP/ EU-GMP/ WHO-PQ** for medicines & Vaccines
- 8. **For Vaccines (As per BOQ item S/N 4, 5, 6, 7 & 8):** **a.** COA Test Report/ NABL Test Report, Distributer's Drug License will be accepted, **b.** Undertaking for liability clause and declaration of the source of procurement etc., if procured from major companies to be submitted, **c.** The manufacturing license No. of the manufacturer and address are mandatory to be printed on the labels of the medicines which can be verified.

21. Shelf life of Vaccines/Medicines:

The delivery of the consignment must ensure that **at the time of dispatch**, the remaining shelf-life should be **at least 60%**.

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..... 2025.....

(Signature)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Signed

SCHEDULE – A, PRICE SCHEDULE/BOQ**Format-II**

SI No.	Name of Vaccines/Medicines	Unit	Qty(Nos)	Unit Price (Excl. GST) (Delivery)(Rs.)	Total Price Excl. GST (Rs.)
1	Tab. Hydroxyurea 500 mg	1 tab	5,63,560.00		
2	Tab. Penicillin V 125 mg	1 tab	5,64,000.00		
3	Tab. Penicillin V 250 mg	1 tab	5,63,000.00		
4	Streptococcus pneumonia vaccine (Pneumococcal conjugate)	1 Inj	4,640.00		
5	Haemophilus influenza vaccine/ Hib+DPT combine	1 Inj,	4,640.00		
6	Meningococcus vaccine (conjugate)/Meningococcus vaccines	1 Inj,	3,100.00		
7	Influenzae vaccine inactivated (tri/quadri valent)	1 Inj	3,100.00		
8	Salmonella typhi vaccine (conjugate)/Salmonella typhi	1 Inj,	1,550.00		
9	Inj. Desferrioxamine 500 mg/Deferoxamine inj. 500mg	1 Inj,	1,20,000.00		
10	Tab. Deferiprone 500 mg	1 tab/cap	9,12,500.00		
11	Tab. Deferasirox 500 mg	1 tab/cap	9,12,500.00		
	Total Price.....(A)				
	Transportation cost (India to destination) (Incl. GST).....(B)				
	Grand total Price.....(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 Packing & Forwarding, Loading/ unloading/Local Transportation (up to dispatch port of India/)/Incidental Costs/ Insurance (till Consignee's Site) charges etc.. Nothing extra shall be payable.
3. The bidder will be fully responsible for the safe arrival of the all items at destination (consignee's site) in good condition.
4. Ranking on evaluation shall be done on the basis of the total cost of all items (taken on aggregate) mentioned under "Grand Total Price". Transportation by land/Air from India to the consignee location, Nepal shall be paid extra, However, the quoted transportation cost will be considered for ranking, and the payment for transportation shall be on the basis of quoted amount or actual, whichever is less (Actual receipt should be submitted along with invoices against transportations charges).
5. All items are mandatory to quote; bidders not quoting all items shall be treated as non-responsive.

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 of20between [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 words 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 : _____

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.....2025

Signature and Seal of Guarantors

.....
.....

..... Date.....2025

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 of the 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)

Unpriced BOQ

SI No.	Name of Vaccines/Medicines	Unit	Qty(Nos)	Packing size	Shelf life (Months)	Name of Manufacture & Country of Origin	Compliance of offer to the tender requirement
1	Tab. Hydroxyurea 500 mg	1 tab	5,63,560.00				
2	Tab. Penicillin V 125 mg	1 tab	5,64,000.00				
3	Tab. Penicillin V 250 mg	1 tab	5,63,000.00				
4	Streptococcus pneumonia vaccine (Pneumococcal conjugate)	1 Inj	4,640.00				
5	Haemophilus influenza vaccine/ Hib+DPT combine	1 Inj,	4,640.00				
6	Meningococcus vaccine (conjugate)/Meningococcus vaccines	1 Inj,	3,100.00				
7	Influenzae vaccine inactivated (tri/quadri valent)	1 Inj	3,100.00				
8	Salmonella typhi vaccine (conjugate)/Salmonella typhi	1 Inj,	1,550.00				
9	Inj. Desferrioxamine 500 mg/Deferoxamine inj. 500mg	1 Inj,	1,20,000.00				
10	Tab. Deferiprone 500 mg	1 tab/cap	9,12,500.00				
11	Tab. Deferasirox 500 mg	1 tab/cap	9,12,500.00				

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

1. Name of the Vaccines/Medicines 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

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 applicable)			
4	Bid form as per format-I			
5	Affidavit as per Format-VII			
	Online bid			
6	Power of attorney (on non- judicial stamp paper of Rs.100/-) of the signatory to the signing Bidding Document.			
7	Integrity Pact as per Format-IX			
8	Litigation History (Format-N)			
9	Unprice BOQ (Format-VIII)			
10	All Copies documents under			
11	Undertaking for submission of valid Drug Licenses, Product Permission, Certificate of Analysis & Manufacturer Authorization at the time of offered/inspection dispatched items			
12	Copy of PAN & GST No.			
13	Certificate of Incorporation / Declaration being proprietary firm			
14	Performance Statement Performance Statement (Format-III) with experience certificate & PO			
15	Audited Balance sheet of last 3 consecutive financial ending 31 st March, 2024 & Turnover certificate from CA			
16	Price schedule/BOQ 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-NEPAL/VACCINES-2/2025/105 for the work “Procurement of Vaccines & Medicines For SCD & Thalassemia, Nepal”

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-AFGHANISTAN/CONSUMABLES-2/2025/103 for the work
“Procurement and Supply of Medical Equipment / Consumables for Kabul Afghanistan”**

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-AFGHANISTAN/CONSUMABLES-2/2025/103** (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for the work "**Procurement and Supply of Medical Equipment / Consumables for Kabul Afghanistan**" 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

Format-IX

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

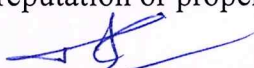


Signature of HSCC

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

Format-IX

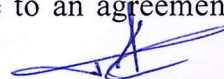
nominated by the MD, HSCC. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid monitor.

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

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