

HSCC (INDIA) LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
E-6(A), sector-1, NOIDA(U.P) 201301
Amendment-III



Date :07.03.2024

Procurement and Supply of Anti-Cancer Drugs for Republic of SYRIA on Cost Insurance Port (CIP) Basis

IFB No. HSCC/PUR/MEA-SYRIA/DRUG/2024/02 dated 26.02.2024

This amendment shall form integral part of tender document and should be submitted duly signed & stamped along with the tender/bid.
Reply to Pre Bid Queries raised by bidders during pre -bid meeting held on 29.02.2024 Through VC.

Sr. No.	Clause No.	Tender Clause	Bidder's Queries	Reply (To be Read As)
1			Tender Board required to quote prices in Indian Rupees and payment will be made in INR only, for exports from India in INR we need GR waiver certificate from RBI as per FEMA (Foreign exchange management act) Who will provide this GR waiver certificate and when?	GR waiver Certificate has to be arrange by the firm/bidder.
2	Page No. 22, clause 26	The Stores will be inspected at MEA/HSCC's sole discretion before packing at the manufacturer's premises and/or on receipt at site by MEA/HSCC nominated representatives. The decision of MEA/HSCC (I) Ltd. in the matter of acceptability of the stores will be final and binding. In case MEA/HSCC desires, the demonstration/inspection and trials/testing will have to be got conducted at site at no extra cost. During physical Inspection, the supplier have to kept ready all documents as per Anti-Cancer with test COA, Export license, label as per requirement etc. The supply may also be inspected by SYRIAn Authority including meeting the Drug regulations at SYRIA.	On page no 22, The supply may also be inspected by SYRIAN Authority including meeting the Drug regulations at SYRIA. We would like to highlight that Syrian Drug authority required product from US FDA/ EU approved manufacturing facility or product already registered in their country, based on this they will give permission for import. In this case Indian companies supplying through HSS Ltd tender will stuck for import clearance and payment at risk, please clarify us in details	Tendered conditions prevails.
3	Page No. 19, clause 12	PAYMENT: Indian origin goods and for import origin goods. To be read in conjunction with clause 6.0 of ITB.	Payment Terms and conditions: When payment will be made, what will be negotiable document for payment, payment breakups, percentage etc ?? As per tender conditions, payment will be released upon presentation of Original Consignee receipt & acceptance by Syrian Government/ Lab. (As mentioned in point no 2 above Syrian authority will not give inspection report so payment will be held?)	70% on submission of CRC (Consignee Receipt Certificate) from Embassy of India in Syria & balance payment on submission of Final Acceptance from the Embassy of India in Syria. Payment shall be released by HSCC on receipt of fund from MEA.

Sr. No.	Clause No.	Tender Clause	Bidder's Queries	Reply (To be Read As)
4	Page No. 19, clause 12	PAYMENT: Indian origin goods and for import origin goods. To be read in conjunction with clause 6.0 of ITB.	On payment condition there are mentioned to required open part of DMF, please clarify what is this and is this mandatory, because its required for API or API supplier will provide for formulation.	DMF is not required. Goods of Indian origin is only permissible.
5	Page No. 22, clause 26	The Stores will be inspected at MEA/HSCC's sole discretion before packing at the manufacturer's premises and/or on receipt at site by MEA/HSCC nominated representatives. The decision of MEA/HSCC (I) Ltd. in the matter of acceptability of the stores will be final and binding. In case MEA/HSCC desires, the demonstration/ inspection and trials/testing will have to be got conducted at site at no extra cost. During physical Inspection, the supplier have to kept ready all documents as per Anti-Cancer with test COA, Export license, label as per requirement etc. The supply may also be inspected by SYRIAN Authority including meeting the Drug regulations at SYRIA.	Inspection & testing must be conducted at origin of products before dispatch, not at destination. We would like to suggest that please appoint any laboratory/ third party inspection body in India and specify parameter of test has to be conducted.	Tendered Condition prevails. COA to be provided prior to delivery.
6			Delivery, Transportation & customs Clearance: Tender specified term Cost insurance port (CIP) if is similar to INCOTERM CIP means exporters obligation complete till name place destination, if tender board want to deliver goods to a destination warehouse after customs clearance of destination country then INCOTERM would be DDP (Delivered duty paid) which mean exporter will includes expenses in Syria for customs clearance, import duty & taxes, local transportation charges in Syria	CIP Price & Freight , Insurance, by both sea & Air, to be quoted separately. But order shall be released for both cost of product & Freight & Insurance either by Air or Sea.
7	(i) pg-18, 8(B)(iii) , (ii) pg-18, 8 (iii) Page 26, 4	USP / IP	Product specification required IP (Indian Pharmacopeia) & some places its written USP (United States Pharmacopeia) please clarify USP/ BP or IP any pharmacopeia is acceptable or not?? API raw material has to procure accordingly.	Tendered Specifications prevails As per Sec-II GCC Clause no. 8-B
8	Page-3 NIT Clause a	4 Vinorelbine IP Vial 20mg 5 Vinorelbine IP Vial 30mg	Item no 4 & 5 Vinorelbine strength is coming 10mg & 50mg, required product strength is odd, please clarify??	Tendered Specifications prevails. COA to be provided prior to delivery.

Sr. No.	Clause No.	Tender Clause	Bidder's Queries	Reply (To be Read As)
9	Page-18, 8A(xii)	During the course of storage and export, the temperature of 15°C - 25°C should be maintained along with other relevant guidelines for the transport of Medicines, as applicable, shall be ensured by the firm.	Temperature of 15°C - 25°C should be maintained, some product are cold chain means required 2 to 8°C and some are normal room temperature upto 30°C is okay, please clarify?? Who will provide cold chain facility at destination if import clearance, documentation delays. Like import duty exemption, tax exemption inspection exemption etc.	In case any drugs requires to be maintained at certain storage Temperature, the same has to be arranged by the Bidder till consignee.
10	Page-18, 8-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.	On page no 18, ISI Code No. is indicated on the packing required, we don't have ISI code and I don't think so ISI is providing it to Indian pharmaceutical companies. (Drug license we get from DGCI)	Clause Deleted
11	Page-26, Clause 11	Supply & Delivery of goods shall be by 15.03.2024 at Consignee. In continuation to Clause 12 of SCC, Bidders shall be responsible to provide End to End solution for Supply, Inspection, Insurance, Freight, Transportation, Handling, Custom Clearance, Handing-over etc to the Consignee.	Delivery: Supply & Delivery of goods shall be by 15.03.2024, All items has to be made as per tender guidelines, pharmacopeia, and strength however needs minimum 40-45 days for production, sterility test etc. Please confirm revise delivery date and is it dispatch date from India or delivered date in warehouse in Syria. As per our suggestion it should be inspection date when goods are ready to dispatch.	Shall be informed before placement of NOA
12	page no. 4 EMD	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 straightway rejected.)	For EMD exemption Bidder or manufacturer or both should have MSME certificate ??	MSE (OEM's) are exempted however MSE traders are are not exempted for EMD.
13	Annexure-A Sr. 6	Bid Document Fee	See Clause 9 [B] of ITB (Rs. 11,800 incl GST).	Rs. 5,900/- (Incl. GST @18%)
14		The net worth of the Bidder firm should not be negative, as on date.		The networth of the bidder firm should not be negative and also the net worth of the individual/firm/company has not eroded by more than 30% during the last three years ending on (the date of certificate). The bidder has to submit the net worth certificate in the enclosed format (Annexure-V-3)
15	Section-III SCC, Annexure-A Sr no. 14	Liquidated Damages: 0.5% per week or part thereof upto 10% as per Contract value as per Clause No.15 of GCC.		Liquidated Damages: 0.5% per week or part thereof upto 10% of contract value . This clause will supercede over the GCC clause no .15

Sr. No.	Clause No.	Tender Clause	Bidder's Queries	Reply (To be Read As)
16	Section-III, 4(B) (iv)	The bidder should have minimum average annual turnover of Rs. 35 Crores in last three financial years, duly certified by chartered accountant bearing their membership No. along with DIN No.		The bidder should have minimum average annual turnover of Rs. 2.4 Crores in last three financial years, duly certified by chartered accountant bearing their membership No. along with DIN No.
17	Section-III, 4(B) (v)	The bidder should be solvent. Solvency Certificate having solvency of minimum Rs. 35 Crores, issued by Nationalised / scheduled Bank, must be submitted.		Clause deleted
18	Section-II/General Conditions of Contract (G.C.C.)/12.1/7	Original Invoice four		Original Invoice
19	Section-IV/Bid Form/Format-I	If our bid is accepted, we will submit performance security in a sum of equivalent to 10% of the Contract Price for the due performance of the contract.		Performance security for a sum of equivalent to 5% of the Contract Price for the due performance of the contract has to be submitted.
20	SECTION-I/ITB/18.1	The Purchaser will evaluate and compare the Bids on the basis of techno-commercial evaluations followed by price bid evaluation. The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein. In exercise of powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than on MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.		The Purchaser will evaluate and compare the Bids on the basis of techno-commercial evaluations followed by price bid evaluation. The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein. In exercise of powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small enterprises effective from 1st April 2012 amended read with PPP for MSE order, 2018 w.e.f. 01.04.2019. The policy mandates that 25% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 25% quantity. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15%

Sr. No.	Clause No.	Tender Clause	Bidder's Queries	Reply (To be Read As)
		The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being on MSE, failing which their tender will be liable to be ignored.		The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being on MSE, failing which their tender will be liable to be ignored.
21		For Each Items: Bidders should have in the past 5 years from the date of bid opening. satisfactory executed for Healthcare Products, at least one single order not less than 80% (Rs. 5.60 Cr) or two single order not less than 60% (Rs4.20 Cr) or three order not less than 40% (Rs. 2.80 Cr) of Healthcare Products. The bidders shall furnish "End User tes/Client Certificates "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	Past performance is asked for very highly value because total budgetary estimation as per tender is approx. 10.00 Cr hence past performance value for each item should be approx. 1.00 cr or 2.00 cr	Bidders should have in the past 5 years from the date of bid opening, satisfactory executed for Healthcare Products, at least one single order not less than 80% (Rs. 5.60 Cr) or two single order not less than 60% (Rs 4.20 Cr) or three order not less than 40% (Rs. 2.80 Cr) of Healthcare Products. The bidders shall furnish "End User Certificates/Client Certificates "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
22	1	EMD IN FORM OF PBG/DD		EMD in the form of PBG/DD/FDR by bidder only.
23		Integrity Pact		Revised Integrity Pact enclosed.
24		BOQ- Price quoting sheet		Revised price quoting sheet enclosed

All other terms & conditions remain unchanged.

Prospective bidders are advised to regularly visit through HSCC e-tender portal <https://hssc.enivida.com>, HSCC website <http://www.hscltd.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 -)
Chief General Manager
HSCC (India) Ltd.

Annexure -V-3

(Refer Rule 6.3)

Form of Certificate of Net Worth from Chartered Accountant

It is to certify that as per the audited balance sheet and profit & loss account during the financial year, the net worth of Shri/Smt/M/S.....
(Name & Registered Address of individual/firm/company), as on (the date of certificate) is Rs. after considering all liabilities. It is further certified that the net worth of the individual/firm/company has not eroded by more than 30% during the last three years ending on (the date of certificate).

Unique Document Identification Number (UDIN)

(Signature of Chartered Accountant)

(Name of Chartered Accountant)

Membership No. of ICAI

Date and seal

Note: The date of certificate shall not be older than one month of the date of payment of processing fee.

INTEGRITY PACT

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

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

Dear Sir,

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

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

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

Yours faithfully


Chief General Manager
HSCC (India) Ltd.

Signature of Bidder


Signature of HSCC

INTEGRITY PACT

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

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

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

Signature of Bidder


Signature of HSCC

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

INTEGRITY AGREEMENT

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

BETWEEN

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

AND

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

Preamble

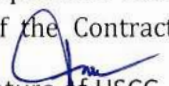
WHEREAS the Principal has floated the Tender (NIT No.....)
(hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for the work
.....
....."
hereinafter referred to as the "**Contract**".

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

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

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

Signature of Bidder


Signature of HSCC

compliance with the principles mentioned hereinunder

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

Article 1: Commitment of the Principal

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

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

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

Obligations on Bidder/Contractor

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

Signature of Bidder


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

Signature of Bidder


Signature of HSCC

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

Article 3: Consequences of Breach

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

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

Article 4: Previous Transgression

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

Signature of Bidder


Signature of HSCC

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

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

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

Article 6- Duration of the Pact

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

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Competent Authority of HSCC.

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

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

Signature of Bidder


Signature of HSCC

ANNEXURE -

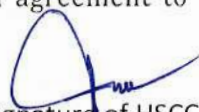
nominated by the MD, HSCC. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid monitor.

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

Article 8- Other Provisions

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

Signature of Bidder


Signature of HSCC

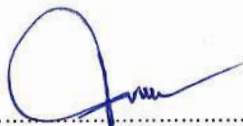
ANNEXURE -

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

Article 9- LEGAL AND PRIOR RIGHTS

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

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



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

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1
(signature, name and address)

2
(signature, name and address)

Place:

Dated:

HSCC (India) Limited
E-6 (A), Sector -1, Noida (U.P.)

Amended Quoting Sheet for the Bidder

NIT No.-

HSCC/PUR/MEA-SYRIA/DRUG/2024/02

Name of Work:-

Procurement and Supply of Anti-Cancer Drugs for Republic of SYRIA on Cost Insurance Port (CIP) Basis

Name of the Firm

PRICE SCHEDULE - A

Brief Description of Drugs	Pharmaceutical Form	Unit Dose	Country of Origin & Make	Shelf Life	MRP	Qty. (Nos.) (Total)	Unit per tablet/Vial/bottle/Ampule etc Cost (Rs.)	Ex-factory/ Ex-Warehouse/ Ex-Showroom/ Off the Shelf Total Cost (Rs.)	GST (Rs.)	SubTotal Cost (Rs.)(Incl. GST)	Packing & Forwarding, Loading/ unloading,, Incidental Costs till Consignee's Site charges (Rs.)	Insurance (Transit & Storage), supply & delivery at Consignee's Site	Grand Total Price (Rs.) =b+c+d
						(x)	(Y)	(Z) =X*Y	(a)	(b) =Z+(a)	(c)	(d)	
Methotrexate IP	Tablet	2.5mg				1,50,000		0.00		0.00			0.00
Imatinib IP	Tablet	400mg				57,500		0.00		0.00			0.00
Imatinib IP	Tablet	100mg				7,000		0.00		0.00			0.00
Vinorelbine IP	Vial	20mg				7,000		0.00		0.00			0.00
Vinorelbine IP	Vial	30mg				7,000		0.00		0.00			0.00
Uromitexan IP	Vial	400mg				4,000		0.00		0.00			0.00
Etoposide IP	Vial	100mg				2,000		0.00		0.00			0.00
Fulvestrant IP	Vial/PFS	250mg				1,500		0.00		0.00			0.00
Calcium Folate IP	Vial/Amp	50mg				1,000		0.00		0.00			0.00
Vinblastine IP	Vial	10mg				1,000		0.00		0.00			0.00
Octreotide LAR IP	Vial	30mg				500		0.00		0.00			0.00
											GRAND TOTAL PRICE		0.00
											Transportation by Air to Consignee's Site		
											Transportation by Sea to Consignee's Site		

Price in Rupees: In words

Note:

- If there is a discrepancy between unit price & total price, THE UNIT PRICE shall prevail.
- The bidder will be fully responsible for the safe arrival of the goods at destination (consignee's site) in good condition.
- Bidders should quote all items & Quoted price should not be more than MRP.
- Transportation by both Air & Sea to Consignee's Site must be quoted separately.
- Ranking on evaluation shall be on the basis of total cost of all items taken on aggregate mentioned under "Grand Total Price".