

**AMENDMENT II**

**Subject: Tender for "Procurement and Supply of APIs Drugs to CUBA on Cost Insurance Freight (CIF) Basis."**

**Date: 27.02.2024**

**Tender No: HSCC/PUR/MEA-CUBA/DRUG/2024/01 Dated 17.02.2024.**

<b>S. No</b>	<b>Clause No.</b>	<b>Clause</b>	<b>As per amendment I</b>	<b>May read as</b>
1	Sect.-III SCC 4(B) Other eligibility (v)	The bidder should be solvent. Solvency Certificate having solvency of minimum Rs. 35 Crores, issued by Nationalised / scheduled Bank, must be submitted	Tender Conditions Prevails	Deleted
2	Sect. I -ITB 24.PERFORMANCE SECURITY:	24.1 Within 10 days of the date of notification under Clause 23.1 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 Nationalised/Scheduled bank valid for 5 years from the issue of Notification of 3 months	Tender Conditions Prevails	24.1 Within 10 days of the date of notification under Clause 23.1 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 Nationalised/Scheduled bank valid for 3 months after the successful completion of deliveries of all items at Consignee End
3	Sect.-III SCC 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	Solvency Certificate having solvency of minimum Rs.15 Cr., issued by nationalised /schedule bank, must be submitted	Deleted
4	NIT 7 of 7.2 (a)	that, in the case of a Bidder offering to supply Goods of import origin under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the Goods manufacturer or producer to supply the Goods. Manufacturers to quote themselves or through their Indian Agent duly authorised by them. In this regard, the Bidder should submit an Authority Letter from their manufacturers	that, in the case of a Bidder offering to supply Goods of import origin under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the Goods manufacturer or producer to supply the Goods. Manufacturers to quote themselves or through their Indian Agent duly authorised by them. In this regard, the Bidder should submit an Authority Letter from their manufacturers and abide by Order No. F.No.6/18/2019-PPD dated 23.07.2020 & 24.07.2020 of Department of Expenditure , Ministry of Finance, Govt. of India	The offered/ quoted API's should have been manufactured in India only.
5	Section III/Special conditions of contract/B-VII	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)
6	Section-III/Special Condition of Contract/Annexure - A/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: 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
7	Integrity Pact			The bidder has to submit our presigned integrity pact (Copy enclosed) duly signed and stamped. Any tender without signed integrity Pact shall be liable for rejection.)
8	NIT b/vi	Closing date & time for receipt of Tender 28.02.2024, 14:30 hrs IST		Closing date & time for receipt of Tender 01.03.2024, 14:30 hrs IST
9	NIT b/vii	Time and date of opening of Techno-Commercial tenders 28.02.2024, 15:00 hrs IST		Time and date of opening of Techno-Commercial tenders 01.03.2024, 15:00 hrs IST

The validity of Bid Security/ EMD to be submitted by the bidder with their bid in the form of Bank Guarantee (BG) shall be considered from the original due date of bid submission i.e. from 28.02.2024

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> as corrigendum/amendments etc. if any, will be notified on this portal only and no separate advertisement will be made for this.

(- 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.

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

**INTEGRITY PACT & AGREEMENT**

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

BETWEEN

**HSCC (India) Limited**, represented by CGM, HSCC (India) Limited (hereinafter referred as the 'HSCC', 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 "**Applicant**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS HSCC has floated the EOI (EOI No. HSCC/EOI/SP-HS/2023) (hereinafter referred to as "EOI") and intends to empanelment, under laid down organizational procedure, EOI for "Empanelment of Business Associate / Strategic Partner for providing Healthcare Services and Hospital Services (clinical or non-clinical) in domestic and international markets." hereinafter referred to as the "**EOI**".

AND WHEREAS HSCC 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 Applicant(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 EOI documents and EOI between the parties.

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

Signature of Bidder

  
Signature of HSCC

## Article 1: Commitment of HSCC

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

- (1) HSCC commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of HSCC, personally or through family members or through any other channel, will in connection with the EOI, or the execution of the EOI, 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) HSCC will, during the EOI process, treat all Applicant(s) with equity and reason. HSCC will, in particular, before and during the EOI process, provide to all Applicant(s) the same information and will not provide to any Applicant(s) confidential/additional information through which the Applicant(s) could obtain an advantage in relation to the EOI process or the EOI execution.
  - (c) HSCC shall endeavour to exclude from the EOI process any person, whose conduct in the past has been of biased nature.
- (2) If HSCC obtains information on the conduct of any of its employees, Applicant(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, HSCC 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 Applicant(s)

1. It is required that each Applicant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to HSCC all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the EOI process and throughout the negotiation or empanelment of a EOI.
2. The Applicant(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the EOI process and during the EOI execution:
  - (a) The Applicant(s) will not, directly or through any other person or firm, offer, promise or give to any of HSCC's employees involved in the EOI process or execution of the EOI 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 EOI process or during the execution of the EOI .
  - (b) The Applicant(s) will not enter with other Applicant(s) into any undisclosed

Signature of Bidder

  
Signature of HSCC

agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary, submission or non-submission of EOI or any other actions to restrict competitiveness or to cartelize in the EOI process.

- (c) The Applicant(s) will not commit any offence under the relevant IPC/PC Act. Further the Applicant(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by HSCC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Applicant(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Applicant(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 participate in a EOI 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 Applicant(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 Applicant(s) will, when presenting his EOI, 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 empanelment of the EOI.
  - (f) Applicant(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 Applicant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  4. The Applicant(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 HSCC's interests.
  5. The Applicant(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 EOI process).

### **Article 3: Consequences of Breach**

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

1. If the Applicant(s), either before empanelment or during execution of EOI 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, HSCC at its sole discretion after giving proper opportunity to the Applicant(s) shall have powers to disqualify the Applicant(s) from the EOI process or terminate/determine the EOI , if already executed or exclude the Applicant from future EOI empanelment processes for that reason, without prejudice to any other legal rights or remedies available to HSCC under the relevant provisions of the EOI. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by HSCC. Such exclusion may be forever or for a limited period as decided by HSCC.
2. **Criminal Liability:** If HSCC obtains knowledge of conduct of an Applicant or of an employee or a representative or an associate of an Applicant or which constitutes a criminal offence within the meaning of IPC/PC Act, or if HSCC has substantive suspicion in this regard, HSCC will inform the same to the Chief Vigilance Officer.

### **Article 4: Previous Transgression**

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

Signature of Bidder

  
Signature of HSCC

## **Article 5: Equal Treatment of all Applicants**

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

## **Article 6- Duration of the Pact**

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

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. HSCC 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 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 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

Signature of Bidder

  
Signature of HSCC


MD, HSCC.

4. The Applicant(s) accepts that the Monitor shall have the right to access without restriction all project documentation of HSCC including that provided by the EOI or. The EOI or 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 EOI 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 HSCC and request HSCC 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 Applicant.
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 HSCC, i.e., New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Applicant 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.

Signature of Bidder

  
Signature of HSCC



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.
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 HSCC 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 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 EOI 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 EOI 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 Applicant)

**WITNESSES:**

1   
 .....  
 (Signature, name and address)

2 .....  
 (Signature, name and address)

Place:  
 Dated:

Signature of Bidder

  
Signature of HSCC