

# NATIONAL HEALTH MISSION (NHM) SCHEME UTTAR PRADESH

(Government of Uttar Pradesh)

Dated: 29.01.2021

## AMENDMENT No.- IV

**Project Name:** Tender for “Construction of Drug Ware House at Bulandshahr (U.P.) under National Health Mission scheme.

**Tender No.** HSCC/NHM-UP/DWH/BULANSHAHAR/2021

This has reference to subject work, the following Amendment may be noted, which shall be treated as a part of the contract to be uploaded along with tender/ bid:

Sl.N o.	Cl.No. / Item No. / Ref. Vol.	Pre-bid Queries / Bidder's Request	As per Amendment
1.	Vol.-I (NIT/PQ&ITB): - Cl. No.- 1.4.1 (d) Turnover under Eligibility Criteria	As per clause 1.4.1 Eligibility Criteria (d) Turnover: Average annual financial turnover on construction works should be at least 50% of the estimated cost during the immediate last Three consecutive financial year ending 31st March, 2020. Regarding this clause, it is inform that, as per The Income Tax Department, Last Date of filling ITRs requiring Audit is 15th Feb 2021, so, ITR for FY 19-20 not filled till date. (screen shot of Income Tax Department website is attached). Thus, you are requested to amend the clause as Three consecutive financial year ending 31st March, 2019.	<b>Shall be read as under:</b> (d) <b>Turnover:</b> Average annual financial turnover on construction works should be at least 50% of the estimated cost during the immediate last three consecutive financial year ending 31st March, 2020. <i>Average annual financial turnover on construction works during last three consecutive financial year ending 31st March, 2019 will also be consider.</i> Turnover should be of the Bidding Company and not for group company or subsidiary company etc.  (e) <b>Profit / loss:</b> The Company should have a positive Net Worth and should not have incurred loss (profit after tax should be

			<p>positive) in more than Two years during five years ending FY 2019-20.  <i>The Company should have a positive Net Worth and should not have incurred loss (profit after tax should be positive) in more than Two years during five years ending FY 2018-19 will also be consider.</i>  This should be duly certified by the Chartered Account.</p>
2.	Integrity Pact Proforma/ Format :	As per the tender document, we have to upload Integrity Pact duly signed by the authorized signatory on behalf of the bidder, But the Proforma is not available in the Document.	<b>IntegrityPact</b> Format Attached at Annexure – A.
3.	Vol.-V (BOQ) : Electrical Works: Sub Head -5 (Wiring)	In electrical BOQ, Sub Head -5 (Wiring), Item no 5.01, Please Mention the maximum length of wiring i.e. Group-A, Group-B or Group-C.	CPWD Group ‘C’.
4.	Vol-V (BOQ) – Sub Head -1 (H.T. SUB STATION)&Vol.-IV (Technical Specification) :Electrical Works:Approved Makes	In electrical BOQ, Sub Head -1 (H.T. SUB STATION), Item no 1.01 Transformer (100kva), is not available as per the approved given in Vol.-IV. You are, requested to Verify and suggest some alternate make.	Approved makes of Transformers (100 KVA) as per approved list of UPPCL will be accepted.
5.	Vol.-III (SCC) : - Cl. No. 33 (h) – Retention Money :	As per Clause 33 (h) regarding Retention Money in Special condition of Contract, within 15 days of award of work, The contractor shall furnish a bank Guarantee from any nationalised/Scheduled bank for an amount of 2.5%(Two & half) of the contract price in the form approved by the Engineer and having validity upto completion period with a claim period of three months as per format attached at Annexure-F. further retention money @ 5% (Five) shall be Deducted from each interim certificate from First RA bill subject to a maximum of 2.5 %(Two & half) of the contract price and shall be released after defect liability period. Please Kindly Clarify about Retention Money Deduction.	Shall be as per tender condition.
6.	Vol.-III (SCC) : -	As per Special condition of Contract on page No- 43 para	Shall be as per tender condition.

	Cl. No. 48:	48 it is written under Head Financial Capability that The contractor must have the financial capability to continue the work uninterrupted at site for four months even if payment is not made. No time extension will be considered for delay in payment. Please Kindly Clarify as it is a very contradictory statement as in GCC it is clearly mention that the payment will be released in 30 days.	Vol.-III (SCC) shall prevail.
7.	General	Please clarify whether the funds are available to HSCC regarding the above work mentioned as there is a lot issue in allocation of funds under NHM scheme under different PSU'S.	Funds are to be released by NHM, U.P.
8.	Vol.-IV (Technical Specifications) : Civil Works: Approved Makes	As per approved make list for Reinforcement Steel (TMT Bars) only 3 makes are allowed SAIL, RINL, TISCO. It is kindly requested to incorporate JSPL, JSW and Shyam Steel as all these makes are already approved in different HSCC agreements and all are Primary producers.	Shall be as per tender condition.

All other terms & Conditions of the Tender shall remain unchanged.

Prospective bidders are advised to regularly scan through HSCC e-tender portal <http://www.tenderwizard.com/HSCC> & HSCC website <http://www.hsccltd.co.in> as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.

(- Sd -)  
 GM (Projects), HSCC (I) Ltd.  
 For & on Behalf of Mission Director, (NHM), U.P.

**INTEGRITY PACT**

To,

General Manager (Projects),  
HSCC (India) Limited,  
E-6(A), Sector 1,  
Noida – 201 301

Sub: Submission of Tender for the work of .....

Dear Sir,

I/We acknowledge that HSCC (India) Limited 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 (India) Limited (*Executing Agency*). I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 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 (India) Limited shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

**To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of the HSCC (India) Limited**

**INTEGRITY AGREEMENT**

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

**BETWEEN**

HSCC (India) Limited, represented through, the General Manager (Projects), HSCC (India) Limited as Executing Agency of National Health Mission (NHM), U.P.(Hereinafter referred as the 'Executing Agency', 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 **Executing Agency** has floated the Tender (NIT No. ....) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for .....(Name of work)hereinafter referred to as the "Contract".

AND WHEREAS the Executing Agency values 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.

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 Executing Agency**

(1) The Executing Agency commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Executing Agency, personally or through any of his/her family members, 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 Executing Agency will, during the Tender process, treat all Bidder(s) with equity and reason. The Executing Agency 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 Executing Agency shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Executing Agency obtains information on the conduct of any of its employees which is 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 Executing Agency will inform the Chief Vigilance Officer of the Executing Agency 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)**

- (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 Government / Department 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, promise or give to any of the Executing Agency's employees involved in the Tender process or execution of the Contract or to any third person 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 Executing Agency 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. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- (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.
- (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 means a willful 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 Government 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 influence their participation in the tendering process).

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

Without prejudice to any rights that may be available to the Executing Agency under law or the Contract or its established policies and laid down procedures, the Executing Agency 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 Executing Agency's absolute right:

- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract 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 Executing Agency after giving 14 days' notice to the contractor 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.

The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Executing Agency. Such exclusion may be forever or for a limited period as decided by the Executing Agency.

- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Executing Agency 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 Executing Agency apart from exercising any legal rights that may have accrued to the Executing Agency, 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 Executing Agency 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 corruption within the meaning of IPC Act, or if the Executing Agency has substantive suspicion in this regard, the Executing Agency will inform the same to law enforcing agencies for further investigation.

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

- (1) The Bidder 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 the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- (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 Executing Agency 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 Executing Agency will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (3) The Executing Agency will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner 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 Pacts as specified above, unless it is discharged/determined by the Competent Authority.

#### **Article 7- Other Provisions**

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Executing Agency, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the 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 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 Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

### Article 8- 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 Executing Agency)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. ....

(signature, name and address)

2. ....

(signature, name and address)

Place:

Dated :