

All Bidders**Amendment-VI**

Subject: Execution including Supply, Installation, Testing & Commissioning of LAUNDRY at LHMC-New Delhi

Tender No: HSCC/SES/LAUNDRY/LHMC/2022 Date: 27.10.2022

This has reference to above tender.

The following Amendment may be noted which shall be treated as part of the tender document and to be submitted duly signed & stamp along with tender.

Sr. No.	Bidders' Queries	Reply
1.	<p>Make In India</p> <p>This bid should reserved for Class I and Class II bidders only as per make in India Policy (DPIIT Order dated 16thSeptember 2020). Make in India specific authorization for minimum Local Content certified by Chartered Accountant (With UDIN) should be submitted.</p>	Tender terms & conditions prevail.
2.	<p>Status of Bidder</p> <p>The Bidder should be a Manufacturer or its authorized Agent with exclusive OEM authorization.</p>	The Bidder should be a Manufacturer or its authorized Agent with exclusive OEM authorization.
3.	<p>Exemption from payment of Tender Document Fess and Earnest Money Deposit</p> <p>We would like to mention that as per the Public Procurement Policies, MSE registered firms are eligible for the exemption from the payment of Tender Document Cost and Earnest Money Deposit. It is not out of place to mention here that your good company had honored the same request of vendors and granted exemptions in previous tenders. Your good company had already witnessed the positive results of this grant in the form of competitive bidding. So, at this point of time, we would like to mention that we are registered with MSE and having Udyam registration for the tendered items, against which we are applying for the exemption from the payment of Tender</p>	Tender terms & conditions prevail.

	Document Cost and Earnest Money Deposit. You are therefore requested to kindly allow us for the exemption from the payment of TDC & EMD in the referred Tender.	
4.	<p>Pre-Qualification Criteria</p> <p>Page No. 5 (Clause No. 2.2 (i))</p> <p>Average annual financial turnover during the last three consecutive financial years [2019-2020, 2020-2021, 2021- 2022] should be at least 30% of the estimated cost of work.</p> <p>How a bidder having average annual turnover of Rs.1,21.80,000/-, can execute the work with estimated cost of Rs.4,06,00,000/-, within 4 months. As per the calculation, their financial strength is maximum upto Rs.40,60,000/- only for 4 months.</p> <p>In order to execute this work with estimated cost of Rs.4,06,00,000/-, a bidder must have average annual turnover for Rs.12,18,00,000/- or higher.</p> <p>Average annual turnover must be reconsider according to the estimated cost and time completion put to this tender.</p>	Tender terms & conditions prevail.
5.	<p>Technical Specification- Volume IV</p> <p>Certification</p> <p>The equipment should be either BIS/ USFDA or EUROPEAN CE certified with 4 digit no. which can be verified on either USFDA or EUROPEAN CE website.</p> <p>BIS/USFDA is not applicable in Industrial Laundry Equipments.</p> <p>European CE with 4 digit no. is with imported makes only.</p> <p>Considering the Make In India policies, indian manufacturers must get a chance to participate in this tender. Kindly amend this certification as ISO/CE.</p>	All indigenous certification, standards and directives mentioned in technical specification prevails.
6.	<p>Technical Specification- Volume IV</p> <p>All parameters</p> <p>As mentioned in Technical Specification- Volume IV</p>	Tender terms & conditions prevail.

	<p>After gone through the technical specifications, we observed that all the parameters are of European product with figure specific and no approximation is defined for indian manufacturers to compete.</p> <p>Considering the Make In India policies, this tender specifications must be designed as per the Indian Maufacturers in order to get competitive bidding, instead of favoring a single european make.</p>	
7.	<p>1. Sluicing machine with automatic dosing-capacity minimum 25 kg (Electrically heated):</p> <p>In this machine you have asked for touch Screen display. We strongly do not suggest Touch Screen displays. They are delicate for Industrial conditions and LCD/LED shall do the same with better durability. And no special purpose is solved with it.</p>	Tender terms & conditions prevail.
8.	<p>2. Barrier Washer Extractor (Dual Heated Electric & Steam) with automatic dosing pump, Capacity - minimum100 kg:</p> <p>We do not suggest 100 Kg Barrier washers. Instead more no of 50 - 60 Kg washers are suggested. In this machine you have asked for touch Screen display. We strongly do not suggest Touch Screen displays. They are delicate for Industrial conditions and LCD/LED shall do the same with better durability. And no special purpose is solved with it.</p>	Tender terms & conditions prevail.
9.	<p>3. Drying Tumbler front loading - Capacity 50 kg Gas Heated:</p> <p>We suggest that if the smaller dryer is 30 Kg capacity then the bigger one should be just the double capacity that is 60 Kg with 600 Ltrs basket Volume. The standard capacities in laundry industry worldwide which the most manufacturers produce are 15, 30, 60, 120 Kg. All machines should be presented in this format. This will help more bidders to participate. Also the heating mode should be electric in place of Gas or steam. This makes it a plug n play arrangement.</p>	<p>Drying Tumbler front loading - Capacity 50 -60 kg</p> <p>Heating should be electric/ Gas.</p>
10.	<p>4. Drying Tumbler front loading – Capacity</p>	

	<p>minimum 30 kg. Door Opening – 800 mm Ø (Minimum): We suggest that if door opening in 50 Kg is 800 MM then Door opening in 30 Kg should be more than 600 and not 800MM. Also the heating mode should be electric in place of Gas or steam. This makes it a plug n play arrangement.</p>	<p>Door opening should be 600 mm or more. Heating should be electric/ Gas.</p>
11.	<p>5. Flatwork Ironer -with Feeder, Folder & Stacker (Roller Size- minimum 650 Ø mm x minimum 3300 mm Length) Gas Heated: There are two types of Ironers Chest heated and Roller Heated. Mentioned is Roller Heated. For a 1000 Bedded Hospital, we suggest Chest Heated Ironers. Chest heated ironers are far better than roller heated ironers. The roller size can be standard 500 Dia x 3000 Length. Also, integrated folder feeder and stacker should not be required. The machine then becomes complex for Indian conditions. Such sophistication only increases the chances of breakdowns. And such breakdowns are difficult to handle commercially and technically. No Indian manufacturer produces this kind of a machine. Instead, a standard Ironer with separate Folder and stacker to be implemented in the specs making it flexible for multiple bidders to participate. Only 2 companies worldwide produce an ironer with inbuilt folder, feeder & stacker. Please allow as an option that bidder can also bid with a machine with separate feeder folder and stacker which will basically solve the same purpose. Also the heating mode should be electric in place of Gas or steam. This makes it a plug n play arrangement.</p>	<p>Ironer shall be Chest Heated/Roller Heated. Heating mode shall be Electric/Gas</p>
12.	<p>6. Flatwork Ironer -with Feeder, Folder & Stacker (Roller Size- minimum 500 Ø mm x minimum 3300 mm Length) Gas Heated: There are two types of Ironers Chest heated and Roller Heated. Mentioned is Roller Heated. For a 1000 Bedded Hospital, we suggest Chest Heated Ironers. Chest heated ironers are far better than roller heated ironers. The roller size can be standard 500 Dia x 3000 Length. Also, integrated folder feeder and</p>	<p>Ironer shall be Chest Heated/Roller Heated. Heating mode shall be Electric/Gas.</p>

	<p>stacker should not be required. The machine then becomes complex for Indian conditions. Such sophistication only increases the chances of breakdowns.</p> <p>And such breakdowns are difficult to handle commercially and technically. No Indian manufacturer produces this kind of a machine. Instead, a standard Ironer with separate Folder and stacker to be implemented in the specs making it flexible for multiple bidders to participate. Only 2 companies worldwide produce an ironer within built folder, feeder & stacker. Please allow as an option that bidder can also bid with a machine with separate feeder folder and stacker which will basically solve the same purpose.</p> <p>Also the heating mode should be electric in place of Gas or steam. This makes it a plug n play arrangement.</p>	
13.	<p>7. Equipment should be BIS/USFDA/ EUROPEAN CE certified with 4 digit which can be verified on either USFDA or EUROPEAN CE Website:</p> <p>Please note that as of now there is no directive/guidelines issued by BIS for commercial laundry machines. Moreover there is no indigenous manufacturer in India who holds a EUROPEAN CE for commercial laundry machines. So we suggest that you should remove these requirements and instead you should include Indian CE certificates and also Good Manufacturing Practices Certificates and ISO certificates.</p>	All indigenous certification, standards and directives mentioned in technical specification prevails.
14.	<p>8. Flat Bed Press – Electric Heated: This size is from one particular manufacturer. The department should allow +/- 10% deviation in this size. Every manufacturer produces a different size.</p>	Flat Bed Press – Electric Heated: +/- 10% toleration in size is allowed.
15.	<p>9. Vacuum Ironing Table Size - Table size should be 1550 x 580 x 950:</p> <p>This size is from one particular manufacturer. The department should allow +/- 10% deviation in this size. Every manufacturer produces a different size.</p>	Vacuum Ironing Table Size - Table size should be 1550 x 580 x 950: +/- 10% toleration in size is allowed.
16.	<p>10. Hot Water System – Gas Geyser Capacity: 300 Litres per Hour</p>	Tender terms & conditions prevail.

	This capacity is on lower side. We suggest you should increase the capacity to 3000 Litres, so that operators can have sufficient supply according to their requirement.	
17.	11. Water softener Plant 5000 LPH: We suggest that this plant is not required. The machines worldwide are able to accept water PPM upto 150 also.	Tender terms & conditions prevail.
18.	We feel that these specifications belong to particular manufacturer that is Electrolux. We suggest that you should open the specifications a bit so that other manufacturers can also participate.	Tender terms & conditions prevail.
19.	We hereby inform you that we are manufacturer of tendered Items and also we are a MSME Unit. We suggest you that all MSME participants should be exempted from the deposit of Earnest Money as per the MSME Act.	Tender terms & conditions prevail.
20.	Integrity Pact & Agreement	Revised Integrity Pact & Agreement format is enclosed herewith and bidder must submit the same duly signed & stamped along with bid documents.
21.	Govt. of India Circular for Preference to Make in India	Govt of India circular No. Z.28018/67/2017-EPW dated: 05.11.2019 for Preference to Make in India circular enclosed.

The bid submission date is extended from 18.01.2023 to 25.01.2023.

All other terms & conditions remain unchanged.

Sd/-
Director, LHMC, New Delhi

INTEGRITY PACT

To,

.....
.....
.....

Sub: NIT No. HSCC/SES/LAUNDRY/LHMC/2022 for the work “Execution including Supply, Installation, Testing & Commissioning of LAUNDRY at LHMC-New Delhi”

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

HSCC (I) Ltd.
For & on Behalf of Director, LHMC, New Delhi

Signature of Bidder

Signature of HSCC

INTEGRITY PACT

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

Sub: Submission of Tender for the work of “Execution including Supply, Installation, Testing & Commissioning of LAUNDRY at LHMC-New Delhi”

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 a Consultant represented appointed by LHMC, New Delhi by 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/SES/LAUNDRY/LHMC/2022) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Execution including Supply, Installation, Testing & Commissioning of LAUNDRY at LHMC-New Delhi".

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

Signature of Bidder

Signature of HSCC

Monitor(s) (IEM(s))) who will monitor the tender process and the execution of the Contract 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:

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)

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

Signature of HSCC

- (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

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

Signature of Bidder

Signature of HSCC

- 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 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.

Signature of Bidder

Signature of HSCC

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 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 they 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.

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 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/Contract 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:

Nirman Bhawan, New Delhi
Dated: 05.11.2019

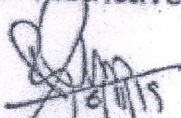
OFFICE MEMORANDUM

Sub: Implementation of Public Procurement (Preference to Make in India) Order, 2017 issued by DPIIT -reg.

The undersigned is directed to refer to minutes of 8th Standing Committee meeting of DPIIT held on 10.10.2019 to review the implementation of Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII). It is observed that in spite of this office OMs dated 14.01.2018, 23.02.2018, 26.02.2018, 02.11.2018 & 25.10.2019, procuring entities are still incorporating restrictive and discriminatory clause of mandatory USFDA/European CE certification in procurement of health sector goods.

Standing Committee has directed that stipulation of mandatory exclusion clause like USFDA/European CE certified products is restrictive and discriminatory for local manufacturers and hence policy should be discontinued forthwith.

All the procuring entities under MoHFW are requested to strictly comply with the provisions of PPP-MII Order, 2017 and desist from such restrictive and discriminatory clauses.


(Rajendran Nair M.B.)
Under Secretary (EPW)
Tel:-23061436

To:

1. PPS to DGHS, Nirman Bhawan, New Delhi
2. PPS to AS&FA, AS&MD, AS(H), AS&DG, MoHFW, Nirman Bhawan, New Delhi.
3. JS(SP)/ JS(LA)/ JS(SK)/ JS(MA)/ JS(RS)/ JS(SS)/ JS(VG)/ JS(MKB)/JS(NACO)/ JS(PP)/ JS(GM)/JS(RS)/ EA (PN)/EA(NS).
4. The Director, AIIMS, New Delhi/ Patna/ Bhubaneswar/ Raipur/ Bhopal/ Jodhpur/ Rishikesh.