

REQUEST FOR QUOTATION
FROM
HSCC'S EMPANELLED STRATEGIC PARTNERS
FOR
PROCUREMENT OF GENERIC MEDICINES, OPERATION AND MAINTENANCE
OF MEDICAL STORES, INVENTORY MANAGEMENT WITH PROCUREMENT OF
FURNITURE & FIXTURES & SUPPLY OF MANPOWER FOR GENERIC MEDICAL
STORE AT GOVERNMENT MEDICAL COLLEGES AND HOSPITALS ON BEHALF
OF HSCC (INDIA) LIMITED FOR MEDICAL EDUCATION AND DRUGS
DEPARTMENT, GOVERNMENT OF MAHARASHTRA



E-6(A), Sector 1, Noida - UP - 201301
Tel. - 91-120-2542436-40
Fax - 91-120-2542447
Email - cpg-group@hsccltd.co.in
cpghscc@gmail.com

RFQ ID: HSCC/RFQ/O&M-GMS/2024/47

REQUEST FOR QUOTATION (RFQ)

HSCC (INDIA) LTD
(A GOVERNMENT OF INDIA ENTERPRISE)
Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) – 201 301

HSCC (India) Ltd. invites On-line Request for Quotation (“**RFQ**”) from its empanelled Strategic Partners which was empanelled through EOI “Business associate /strategic partners(s) for Healthcare Services & Hospital Services (clinical or nonclinical) in domestic and international markets & EOI No. HSCC/EOI/SP-HS/2023 dated 01/01/2024” and “Empanelment of Agencies as a strategic partner for providing services to Government on behalf of HSCC (INDIA) LTD & EOI No. HSCC/EMPANELMENT/2023/01 Dated 26.10.2023)” for **PROCUREMENT OF GENERIC MEDICINES, OPERATION AND MAINTENANCE OF MEDICAL STORES, INVENTORY MANAGEMENT WITH PROCUREMENT OF FURNITURE & FIXTURES & SUPPLY OF MANPOWER FOR GENERIC MEDICAL STORE AT GOVERNMENT MEDICAL COLLEGES AND HOSPITALS ON BEHALF OF HSCC (INDIA) LIMITED FOR MEDICAL EDUCATION AND DRUGS DEPARTMENT, GOVERNMENT OF MAHARASHTRA .**

The empanelled Strategic Partners (“**Agency**”) are required to have necessary Drug License in order to submit Quotation.

The Agency are required to be registered at HSCC e-tender portal <https://hsc.enivida.com>. Please log on to <https://hsc.enivida.com> only for downloading the bid document and for participation through E- tendering basis. For submission and other details please refer HSCC e-tender portal <https://hsc.enivida.com>. For submission of the bids, the empanelled agencies are required to have Type-III Digital Signature Certificate (DSC) from the authorized Certifying Authorities.

Complete set of Bid Documents has been made available at E-Tender portal <https://hsc.enivida.com> for downloading from **09.07.2024** to **24.07.2024**

Empanelled agencies are advised to regularly visit through HSCC E-tender portal <https://hsc.enivida.com> as corrigendum/modification/amendments, if any, will be notified on this portal only and no separate Advertisement will be made for this.

HSCC reserves the right to annul the tendering process at any stage without assigning any reason thereof.

**General Manger
HSCC (India) Limited**

RFQ NO	HSCC/RFQ/O&M-GMS/2024/47
RFQ PUBLISHING / CIRCULATION DATE	09.07.2024
PRE BID MEETING	18/07/2024 at 11.00hr IST
LAST DATE AND TIME FOR RECEIPT OF RFQ	24.07.2024 upto 15.00Hrs IST
PLACE OF OPENING OF RFQ	HSCC (INDIA) LIMITED E-6(A), Sector 1, Noida - UP - 201301 Tel. - 91-120-2542436-40 Fax - 91-120-2542447
ADDRESS FOR COMMUNICATION	HSCC (INDIA) LIMITED E-6(A), Sector 1, Noida - UP - 201301 Tel. - 91-120-2542436-40 Fax - 91-120-2542447
CONTACT EMAIL ID	cpg-group@hsccltd.co.in cpghscc@gmail.com

1. BRIEF

HSCC India Limited (**HSCC**) has empanelled agencies as its strategic partners for providing various services to the government on behalf of HSCC. Such empanelment is governed by the terms and conditions of EOI reference no. HSCC/EMPANELMENT/SP/2023/01 dated 26/10/2023.

HSCC is engaged with Medical Education and Drugs Department of Government of Maharashtra (“**Department**”) for providing various services amongst others for PROCUREMENT OF GENERIC MEDICINES, OPERATION AND MAINTENANCE OF MEDICAL STORES, INVENTORY MANAGEMENT WITH PROCUREMENT OF FURNITURE & FIXTURES, SUPPLY OF MANPOWER FOR GENERIC MEDICAL STORE AT GOVERNMENT MEDICAL COLLEGES AND HOSPITALS ON BEHALF OF HSCC (INDIA) LIMITED FOR MEDICAL EDUCATION AND DRUGS DEPARTMENT, GOVERNMENT OF MAHARASHTRA (“**SERVICES**”)

HSCC intends to deliver the services of PROCUREMENT OF GENERIC MEDICINES, OPERATION AND MAINTENANCE OF MEDICAL STORES, INVENTORY MANAGEMENT WITH PROCUREMENT OF FURNITURE & FIXTURES, SUPPLY OF MANPOWER FOR GENERIC MEDICAL STORE AT GOVERNMENT MEDICAL COLLEGES under the Department through its empanelled agencies.

2. BID INSTRUCTIONS

2.1 LANGUAGE

The RFQ Proposal and all associated correspondence and documents shall be in English language. Supporting documents and printed literature furnished by the prospective strategic partner with the RFQ proposal should also be in English. Supporting materials, which are not in the English language, will not be considered.

2.2 SUBMISSION OF RFQ PROPOSAL

Documents to be submitted online in HSCC e-tender portal www.hsc.enivida.com.

2.3 SCHEDULE OF SUBMISSION EVENT OF RFQ

S.No.	Description	Details
1	RFQ NO.	HSCC/RFQ/O&M-GMS/2024/47
2	Date of issue of RFQ	09.07.2024
3	Last Date of submission of RFQ	24.07.2024 upto 15.00 hrs
4	Date of opening of RFQ	24.07.2024 at 16.00 hrs

S.No.	Description	Details
5	Quotation should be addressed to	General Manager HSCC (INDIA) LIMITED E-6(A), Sector 1, Noida - UP - 201301 Tel. - 91-120-2542436-40 Fax - 91-120-2542447
6	Proposals should be submitted at (Through online mode only)	www.hsccltd.co.in
7	RFQ Processing fee	₹5,900/- (Rupees Five Thousand Only) Nonrefundable including 18% GST in the form of DD issued in favor of "HSCC (India) Limited" Payable at New Delhi/Noida.
8	EMD/ Bid Security:	Rs. 1,00,000/- (Rupees One Lakh Only) in form of demand draft of a scheduled bank issued in favor of "HSCC (India) Limited" Payable at New Delhi/Noida or Banker's cheque in favor of "HSCC (India) Limited" (Same shall be retained by HSCC during entire project duration. EMD will be forfeited if strategic partner step out from contract)
9	RFQ Documents should be obtained	The detailed RFQ document can be viewed or downloaded from HSCC e-tender portal www.hsccltd.co.in , HSCC website http://www.hsccltd.co.in and CPPP Portal www.eprocure.gov.in
10	E-mail id	cpg-group@hsccltd.co.in cpgghsc@gmail.com

2.4 RIGHT TO ACCEPT/REJECT ANY OR ALL APPLICATIONS

HSCC reserves the right to accept or reject any quotation and annul the process or reject all quotation at any time prior to award of contract, without thereby incurring any liability to the affected empaneled agencies or without any obligation to inform the affected empaneled agencies about the grounds for HSCC's action. HSCC reserves the right to enter into agreement with as many empaneled agencies as it deems fit. Quotation received after due date and time shall be summarily rejected. In case the date of opening happens to be a holiday, the RFQ will be received and opened on the next day at same time. RFQ can be downloaded from the websites HSCC e-tender portal www.hsccltd.co.in & HSCC website <http://www.hsccltd.co.in> and submitted with fees as mentioned elsewhere in the document.

2.5 Agency shall not be permitted to withdraw his quotation or modify the terms and conditions of this RFQ document. In case the Agency fails to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.

2.6 The EMD, in case of unsuccessful Agency shall be retained by HSCC (I) Ltd till the finalization of the tender. No interest will be payable by HSCC (I) Ltd on the EMD.

2.7 **The Hard Copy of original EMD and duly certified copy of necessary valid drug license must be delivered to the tender box in a sealed envelope (Envelop No. - I) addressed to General Manager, HSCC (India) Ltd., E-6(A), Sector-I, Noida-201301 and superscripting the tender name & number on or before last date / time of Bid Submission as in the tender. The bid without EMD and duly certified copy of valid drug license shall be summarily rejected.**

2.8 Documents Comprising the Quotation

The quotation submitted by the empaneled bidder shall comprise the following:

A. Part-A – To be uploaded online only

- i. Scanned copy of “EMD/Bid Security” furnished alternatively, documentary evidence for claiming exemption from payment of EMD / Bid security to be uploaded. THE EMD/BID SECURITY DEPOSITED AGAINST OTHER TENDERS CANNOT BE ADJUSTED OR CONSIDERED FOR THIS TENDER. NO INTEREST IS PAYABLE ON EMD/BID SECURITY.
- ii. Scanned copy of Power of Attorney in favor of signatory of Tender / Bid to be uploaded.
- iii. Scanned copy Tender Acceptance Form as per **Annexure- I**.
- iv. Scanned copy Integrity pact as per **Annexure- II**.
- v. Scanned Copy of valid Drug License signed and stamped by the Authorized signatory of the agency shall be submitted

B. Part -B - Online only

Price bid format is provided in **Annexure-III** in this Document Agency are advised to download this Annexure-III as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid format in any manner. In case if the same is found to be tempered / modified in any manner, tender will be completely rejected out rightly.

2.9 All the pages of Quotation submitted must be signed by the bidder irrespective of nature of content of the documents before uploading.

2.10. Validity of the Quotation: The Quotation shall be valid for a period of _____ days from the date of opening of the tender. This has to be categorically mentioned by the Agency in the Annexure-III.

2.11 HSCC will notify the Agency who has given the lowest quotation by issuing Letter of Award and thereafter within 15 days from the issue of Letter of Award the agency shall enter into a Contract with HSCC.

2.12 The successful bidder required to submit Performance Security Deposit for an amount of 2% of total value of awarded cost within 15 days from the date of issue of LOA. The security deposit can be forfeited by HSCC (I) Ltd in the event of any breach or negligence or non- observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor’s performance obligations (including Warranty / Guarantee period) under the contract.

2.12. Agency submitting Quotation would be considered to have considered and accepted all the terms and conditions unconditionally. No enquiries, verbal or written, shall be entertained in respect of acceptance or rejection of the tender. Conditional quotation will be treated as unresponsive, and it shall be rejected

3. SCOPE OF WORK OF AGENCY.

Scope of work is detailed herein below and also the work which is required to be performed per various government resolutions issued by the Department in this regard.

A) Procurement of Generic Medicines

1. Ensure continuous procurement and maintenance of a stock of generic medicines at all times
2. Identify reliable suppliers of generic medicines through a transparent procurement process.
3. Conduct market research and finalise potential suppliers to ensure competitive pricing and quality.
4. Evaluate supplier proposals based on criteria such as cost-effectiveness, product quality, delivery terms and compliance with regulatory requirements.
5. Procure requisite pharmaceutical products including but not limited medicines, instruments, devices, etc. as may be required to keep medical store operative.
6. Negotiate contracts and agreements with selected suppliers to establish terms and conditions for procurement.
7. Monitor supplier performance and resolve any issues related to delivery or product quality.

B) Operation and Management of Medical Stores

- 1) Oversee the day-to-day operations of the medical stores, ensuring smooth functioning and adherence to operational protocols.
- 2) Manage staffing requirements, including recruitment, training, and scheduling of qualified personnel.
- 3) Implement and enforce standard operating procedures (SOPs) for all store activities, including procurement, inventory management, and customer service.
- 4) Ensure compliance with regulatory requirements and standards set by health authorities.
- 5) Monitor stock levels, expiration dates, and storage conditions of medical supplies and medications.
- 6) Coordinate with healthcare providers and stakeholders to fulfil supply requests and ensure timely distribution of medical products.
- 7) Maintain accurate records of inventory, transactions and financial reports.
- 8) Implement quality control measures to uphold the integrity and safety of medical products.
- 9) Continuously evaluate and improve operational efficiencies and customer service standards.

C) Establishment of Inventory Management System:

- 1) Design and implement a robust inventory management system tailored to the needs of the generic medical store including development of software.
- 2) Develop protocols for receiving, storing and dispensing medicines to ensure accuracy and compliance with regulatory standards.
- 3) Utilize software or database systems to track stock levels, monitor expiration dates, and manage inventory turnover effectively.
- 4) Implement regular audits and inventory checks to maintain accurate records and prevent stockouts or overstock situations.

- 5) Train staff members on inventory management procedures and safety protocols related to handling pharmaceutical products.

D) Procurement of Furniture, Fixture etc. for medical store.

- 1) Agency at its own cost shall provide all necessary furniture and fixtures and required allied and ancillary equipment such as Refrigerator, Air Conditioner, Bar Code Reader, Computer, Printer, SMS Alert facility, Online reporting, etc. along with other relevant accessories at the time of setting up medical stores.
- 2) The equipment once installed by the agency shall not be moved or shifted to any different location or premises without the prior mutual understanding between the Parties.
- 3) The on-time maintenance of all equipment and the AMC/CMC for the existing machines shall be under the scope of agency.

E) Supply of manpower for various categories

1. Deployment of requisite number and category of personnel (skilled, semi-skilled and unskilled), technical/ non-technical, registered pharmacists etc. having desired qualification and experience as per the requirement of HSCC.
2. Conduct training, orientation program and modernization workshops of personnel deployed from time to time.
3. In the event of any misconduct on the part of the manpower deployed by agency, such manpower on the instructions of the respective authority must be replaced within at least 15 days by agency at his own costs, risks, and responsibility.

F) If generic medicines are not available, other branded medicines must be made available by the agency, in which case it will be obligatory to give a discount as set by the government on the face value of the branded medicine to the patients.

G) Obtain all statutory clearances/licenses/approvals including a sales license for the same premises where the generic medical store will operate, in accordance with regulations set by the Food and Drug Administration Department & drug & cosmetic act& rules amended time to time.

H) Since the said generic medical stores are intended to be open 24 hours, it will be mandatory to appoint at least three registered pharmacists for buying and selling in the said store.

I) Ensure that such pharmacist appointed by the agency has mandatorily registered with the State Pharmacy Council and updates her/ his registration from time to time.

J) Ensure adequate cold storage facilities are available for storing medicines and other items at certain temperature as per the rules of Food and Drug Administration Department and fulfilling other matters as per Schedule-P of Drugs & Pharmaceuticals act & rules duly amended.

K) Stock of Narcotics and Psychiatric Substances should be sealed separately and their documentation should be strictly as per rules of Food and Drug Administration Department.

L) Adequate storage space must be air-conditioned as per Food and Drug Administration regulations.

M) Medicines which are on government tariff contract but not supplied on tariff contract and are required to be procured from outside, should also be made available in the store.

N) While selling medicines, it will be mandatory to follow the price as per the rules of National Pharmaceutical Pricing Authority and discount, as applicable.

P) It is necessary to keep a record of every medicine in the medical store. The entries in such registers and actual stocks may be verified from time to time by the client.

(Q) The agency shall ensure that at no point of time the expired Drugs are stored in the premises. All the expired drugs should be immediately removed from the premises / follow local guidelines for safe disposal to prevent environmental contamination or accidental ingestion

(R) The personnel engaged for the services under this Expression of Interest shall be the employees of the agency and will take their remuneration/wages from the agency. For all matters the agency will be Principal Employer for the personnel engaged by them.

(S) The agency shall comply with all rules and regulations regarding safety and security of medical stores as well as its employees and HSCC will in no way be responsible in any manner in case of any mishap to its stores or personnel.

(T) All legal & statutory compliances would be the responsibility of the agency.

(U) Scope of work may increase or decrease as per the requirement of the HSCC hence the agency shall have the capability to accept it as per the same terms and conditions of the contract.

(V) The agency shall have the financial and technical capability to undertake related work.

(W) Any Projects taken by HSCC from the Department and handed over to the agency will be governed by the terms and conditions stipulated in the work order and the Agency need to adhere each and every condition without any deviation.

(X) All the investment on setting up, opening, operating generic medical stores including furniture, fixture thereof and allied scope of work mentioned in Annexure - A, will be the responsibility of the Agency and HSCC will not undertake any CAPEX OR OPEX part of the Services. It will be the sole responsibility of the Agency to incur all expenditure pertaining to the project.

(Y) Agency will be responsible for covering the utility bills and rental charges associated with the space allocated for generic medical stores within the premises of government medical colleges and hospitals.

(Z) Any strictures / warnings / show cause letters / notices issued on any activities of the project by the principal and / or any third party will be passed on to the Agency.

(ZA) Any penalty / liabilities imposed by HSCC's client shall be applicable to AGENCY ON back-to-back basis.

4. MANDATORY LICENCE

Copy of valid Drug License signed and stamped by the Authorized signatory of the agency shall be submitted along with quotation. **Quotation of only those agencies who submit this license shall be opened.**

5. REQUIREMENTS TO BE FULFILLED BY HSCC.

- a) Agency will require space for medical store at the premises of government medical college/hospital which will be taken on lease from the government. HSCC will be responsible for facilitating the transfer of such requisite space on lease rental basis from the government to the agency as per prevailing norms of Food and Drugs Administration for setting up of generic medical stores.
- b) HSCC will be responsible for communicating with the agency rental charges as may be determined by the appropriate government authority/ client.
- c) HSCC will provide agency and its personnel with work permits and such other documents that shall be necessary to enable agency or personnel to perform the service;

- d) Issue to officials, agents and representatives of the Government Authority, all such instructions as may be necessary or appropriate for providing prompt and effective service; HSCC shall place only work order and other offices will not enter into any separate agreement in this regard.
- e) All payments to the Agency will be made subject to deduction of TDS (Tax deduction at Source) as per the Income- Tax Act, 1961, penalty and other taxes, if any, as per Government of India Rules.

6. *FORMAT FOR PRICE QUOTATION:*

<u>PRICE QUOTATION</u>		
CRITERIA	% in figure	% in words
Procurement of Generic Medicines, Operation And Maintenance Of Medical Stores, Inventory Management With Procurement Of Furniture & Fixtures & Supply Of Manpower For Generic Medical Store At Government Medical Colleges And Hospitals On Behalf Of Hscc (India) Limited For Medical Education And Drugs Department, Government Of Maharashtra - Commission share percentage with HSCC on total monthly sales		

For more information, please refer Clause relating to Revenue sharing model

7. *REVENUE SHARING MODEL:*

7.1 Separate escrow account shall be opened and daily collection shall be deposited in the same.

7.2 After deducting HSCC’s commission share, balance will be transferred to the agency by HSCC.

7.3 The payment shall be made in Indian Rupees

8. This RFQ shall be governed by the laws and any other instruments having the force of law in India from time to time and will be subject to the jurisdiction of court of Delhi to the exclusion of all other courts.

9. OTHER TERMS & CONDITIONS

9.1 The successful agency shall be appointed to work with HSCC initially for a period of 10 years or till the continuation of the principal agreement executed between HSCC and its client, whichever is later. however, the same can be extended mutually. further HSCC is within its right to terminate the contract at any time on giving notice of 60 days to the successful agency if the successful agency commits a material breach of its obligations or becomes insolvent.

9.2 Successful Agency shall obtain all essential statutory approvals for OPERATION AND MAINTENANCE OF GENERIC MEDICAL STORES AT GOVERNMENT MEDICAL COLLEGES under MEDICAL EDUCATION AND DRUGS DEPARTMENT, GOVERNMENT OF MAHARASHTRA and also essentially keep all approvals required for running such facility alive at all times.

9.3 Successful Agency shall be responsible to Bio Waste disposal as per the norms set by authorities.

9.4 Successful Agency shall ensure that staff deployed by for them for OPERATION AND MAINTENANCE OF GENERIC MEDICAL STORES AT GOVERNMENT MEDICAL COLLEGES should have necessary qualification & expertise to carry out the duties and responsibilities.

9.5 Any Legal /statutory liabilities shall be responsibility of the Successful Agency

9.6 Successful Agency arrange utilities such as water, power back up, HVAC, fire safety and other relevant facilities for OPERATION AND MAINTENANCE OF GENERIC MEDICAL STORES AT GOVERNMENT MEDICAL COLLEGES for 24x7.

9.7 Successful Agency shall be responsible to meet mandatory compliances e.g., Fire NOC, PUC, building CAD file, load baring capacity certificate etc.

9.8 Successful Agency shall indemnify, hold harmless and defend HSCC/Department from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising in connection with, any breach of his responsibilities and/or of Applicable law.

9.9 That during the existence of Contract, the Successful Agency shall not enter the same or similar type of Contract with the third party.

9.10 Contract is on a principal-to-principal basis and does not create and shall not be deemed to create any employer- employee or a principal-agent relationship between HSCC and the Successful Agency. The Successful Agency have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf

9.11 Information relating to the examination, clarification, evaluation, and recommendation for the empanelment of Agency for operating generic medical stores at government medical colleges and hospitals on behalf of HSCC (India) Limited shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising HSCC in relation to, or matters arising out of, or concerning the PROPOSAL process. HSCC will treat all information, submitted as part of Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. HSCC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and / or the HSCC or as may be required by law or in connection with any legal process.

ANNEXURE – I
Tender acceptance form

Dated:

To
The General Manger,
HSCC(India) Ltd,
E-6(A), Sector-1,
Noida-201301(UP)

Ref. Your RFQ No.: - _____ due for opening on

We, the undersigned have examined the above-mentioned Tender Enquiry Document, including amendment / corrigendum (if any), the receipt of which is hereby confirmed. We now offer to provide the services in conformity with your above referred document for the sum as shown in the Price Schedules (BoQ) uploaded herewith and made part of this bid. If our bid is accepted, we undertake to provide the services for which Tender has been concluded, in accordance with the delivery schedule specified in the Schedule specified in the schedule of Requirements.

We further confirm that, if our bid is accepted, we shall provide you with a Performance Security of required amount in an acceptable form as mentioned in your RFQ. in terms of, read with modification.

We agree to keep our bid valid for acceptance as required in your RFQ Document, read with modification, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Tender is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the highest or any bid you may receive against your above- referred advertised tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by Central / State Govt. / Ministries / Departments.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry Document, including amendment / corrigendum if any.

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security / Performance Security.

Name:

Business Address

Place:

Date:

INTEGRITY PACT

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

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



General Manager
HSCC (India) Ltd.

Signature of Bidder

Signature of HSCC

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INTEGRITY PACT

To,
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

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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:

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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

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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

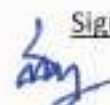
Without prejudice to any rights that may be available to the Principal under law or the Contract or its established policies and laid down procedures, the Principal/ shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts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

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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

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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.

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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:

Signature of Bidder


Signature of HSCC

ANNEXURE – III

FORMAT FOR PRICE QUOTATION:

COMMISSION CHARGE TO BE RETAINED BY HSCC

CRITERIA	% in figure	% in words
Commission Charge to be retained by HSCC - “Operation and maintenance of generic medical stores at government medical colleges and hospitals on behalf of HSCC (India) Limited for Medical Education and Drugs Department, Government of Maharashtra - Commission share percentage with HSCC on total monthly sales”		

For more information, please refer Clause relating to revenue sharing model

Acceptance of all terms and conditions of tender

Note : (i) The bidder who offer highest percentage of revenue will be selected as strategic partner (excluding all Taxes).

(ii) Bidders are strictly advice to submit the price bid in online mode only & not to submitted in physical mode.

(GENERAL INFORMATION)

-: Structure & Organization:-

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization: a) An individual b) A proprietary firm c) A firm in partnership (Attach copy of Partnership) d) A Limited Company (Attach copy of Article of Association) e) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Name of Directors/ Partners/ Proprietor/ Owner in the organization	
8.	Name(s) and Designation of the persons , who is authorized to deal with HSCC (Attach copy of power of Attorney)	
9.	<u>Bank Details</u> : Name of Applicant/Company Name of Bank : Address of Bank Branch : Account No. :RTGS, IFS Code. : (The bidder shall submit their Bank A/c Cancelled - Cheque copy alongwith this Form-F)	

(Signature of Bidder with Seal)