

BID DOCUMENT

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

NATIONAL COMPETITIVE BIDDING: e-Bidding Basis

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



Ministry of External Affairs, Government of India

through

HSCC (INDIA) LTD

(A GOVERNMENT OF INDIA ENTERPRISE)

**Plot No. 6-A, Block-E, Sector-1,
NOIDA (U.P.) – 201 301**

Website <http://www.hsccltd.com>

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CONTENTS OF THE BIDDING DOCUMENT

Item	Details	Page Number
NIT	Notice Inviting E-tenders (NIT)	3
Section -I	Instruction to Bidders	6
Section -II	General Condition of the Contract	15
Section -III	Special Condition of the Contract	22
Annexure -A	Important Clauses in Brief	25
Section -IV	Formats	27
	Bid Form (Format-I)	27
	Price Schedule-II (Format-II)	29
	Performance Statement (Format-III)	31
	Contract Form (Format-IV)	32
	Manufacturer's Self Authorization (Format-V)	33
	Manufacturer's Authorization (Format-VI)	34
	Bid Security Format (Format-VII)	35
	Performance Security Format (Format-VIII)	36
	Affidavit (Format-IX)	37
	Technical Compliance Format (Format-X)	39
	Make in India Policy Annexure-I	40
Section -V	Consignee Receipt Certificate (Format-XI)	41
Section -VI	Schedule of Requirement/Specification of Drugs	42
Section -VII	Check List	43
	ECS Format with GST & PAN No.	
Section-VIII	INTEGRITY PACT & AGREEMENT	45

NOTICE INVITING e-TENDERS (NIT)

For NATIONAL TENDER ENQUIRY DOCUMENT
HSCC (INDIA) LTD
(A GOVERNMENT OF INDIA ENTERPRISE)
Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) – 201 301
ON BEHALF OF GOVT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS, NEW DELHI

Tender Enquiry No.: HSCC/PUR/MEA-SYRIA/DRUG/2024/02 dated 26.02.2024

HSCC (India) Ltd. on behalf of Ministry of External Affairs, Govt. of India invites online bids from eligible bidders, in single stage two bid system, for Supply & Delivery Anti-Cancer Drugs to the Republic of SYRIA, as per the details mentioned following:

a.) List of Anti Cancer Drugs for Syria under Development Policy & Aid for RRC:

Sr No	Indented Medicines	Pharmaceutical Form	Unit Dose	Quantity (Nos)
1	Methotrexate IP	Tablet	2.5mg	150,000
2	Imatinib IP	Tablet	400mg	57,500
3	Imatinib IP	Tablet	100mg	7,000
4	Vinorelbine IP	Vial	20mg	7,000
5	Vinorelbine IP	Vial	30mg	7,000
6	Uromitexan IP	Vial	400mg	4,000
7	Etoposide IP	Vial	100mg	2,000
8	Fulvestrant IP	Vial/PFS	250mg	1,500
9	Calcium Folate IP	Vial/Amp	50mg	1,000
10	Vinblastine IP	Vial	10mg	1,000
11	Octreotide LAR IP	Vial	30mg	500

* Shelf life of drugs as per Pharmacopeias of finished product

The bidders are required to be registered at HSCC e-tender portal, CPP Portal, <https://hsc.enivida.com>. Please log on to <https://hsc.enivida.com> only for down loading 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 bidders are required to have Type-II Digital Signature Certificate (DSC) from the authorized Certifying Authorities.

Complete set of Bid Documents has been made available at HSCC e-tender Portal, E-Tender portal <https://hsc.enivida.com> and CPPP Portal www.eprocure.gov.in. Bid Documents may be downloaded from 26.02.2024 to 04.03.2024 from <https://hsc.enivida.com>. The cost of the Bid Document fees is **INR 5,900/- (Rupees Five Thousand Nine Hundred Only) which is payable in the form of Demand Draft** drawn on a scheduled bank in India in favour of **HSCC (India) Ltd.** payable at Delhi/Noida.. Bidder may download the bid documents from the website and submit its bid online after logging in to their user ID. The bidders are required to be registered at HSCC e-tender portal <https://hsc.enivida.com> and www.hsccltd.com Please log on to <https://hsc.enivida.com> only for uploading its bid on-line for participation through **E-Tendering basis**. For submission and other details, please refer HSCC e-tender portal <https://hsc.enivida.com>.

Bidder shall ensure that their bid(s), complete in all respects, are submitted online and desired hard copies in original dropped in the Tender Box located at HSCC (India) Ltd., E-6A, Sector-1, Noida, U.P.-201301 on or before the closing date and time indicated above, failing which the bid will be treated as late and rejected.

Bidder to quote for all the items mentioned in the package failing which the bid would be rejected.

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

(b.) **No.: HSCC/PUR/MEA - SYRIA/DRUG/2024/02 dated 26.02.2024**

Sl. No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	26.02.2024 to 04.03.2024 upto 14:00 hrs.
ii.	Place of sale of Tender Enquiry Documents	HSCC (India) Ltd., Plot No.6-A, Block-E, Sector-1, Noida (U.P) -201301, India. Email- cpj-group@hsccltd.co.in
iii.	Pre Tender Meeting Date & Time	29.02.2024, 11.00 hrs. IST (Indian Standard Times)
iv.	Tender Fees	Rs. 5,900/- (Rupees Five Thousand Nine Hundred Only) (Incl. GST @18%)
v.	Pre Tender Meeting Venue	Pre Bid Meeting Date & Time to be held through video conferencing as mentioned below link- https://meet.google.com/jfk-nsdh-ufd or Offline as per HSCC, Noida above Address
vi.	Closing date & time for receipt of Tender	04.03.2024, 14:30 hrs IST
vii.	Time and date of opening of Techno-Commercial tenders	04.03.2024, 15:00 hrs IST
vii.	Venue of Opening of Techno Commercial Tender	Same as 2(ii)

The offers submitted by email shall not be considered. No correspondence will be entertained in this matter.

EMD Payment:

The bidder shall be required to submit the Earnest Money Deposit (EMD) of **Rs. 12.00 Lakhs** (Rupees Twelve Lakhs Only), **(EMD must be submitted in total)**, by way of demand drafts or Bank Guarantee only. The demand drafts or Bank Guarantee shall be drawn in favour of "**HSCC (India) Ltd, Noida**". BG / EMD must be payable at Noida/Delhi. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned within 30 days after finalization of tender. No interest will be payable by HSCC (India) Ltd. on the EMD. The demand drafts or Bank Guarantee for EMD must deliver to HSCC (India) Ltd. on or before last date / time of Bid Submission. **The EMD in form of Bank Guarantee shall be valid for minimum 180 days**

The Firm who are registered with **National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) / MSME of OEM & Start up** are exempted to submit the EMD (**Copy of such valid registration certificate must be provided along with technical bid before the closing time of tender, failing which their bid will be straightway rejected.**)

Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer 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.

The Hard Copy of original documents in respect of Tender Fees, Earnest Money Deposit/Valid EMD Exemption Certificates must be delivered to the tender box in a sealed envelope addressed to Chief General Manager, HSCC (India) Ltd, E-6(A), Sector-I, Noida-201301 and super-scribing the tender name & number on or before last date / time of Bid Submission as in the tender. The bid without Tender Fees, EMD/Valid EMD Exemption Certificate will be summarily rejected.

Right of acceptance: The HSCC (I) Ltd reserve the right to accept the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. HSCC (I) Ltd reserve the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.

In the event of any of the above mentioned dates being declared as a holiday /closed day for the purchase organization, the physical form of bids will be received/opened on the next working day at the appointed time. Bidders are requested to regularly visit website <https://hsc.enivida.com> for corrigendum/ amendments etc., if any, as these there no separate advertisement for them

LINK OF VIDEO CONFERENCING: PRE BID MEETING

<https://meet.google.com/jfk-nsdh-ufd>

(c.) Purchaser/HSCC reserves the right to annul the tendering process at any stage without assigning any reason thereof. Further, Client has the right to omit any one or all of the item/material at any stage of procurement process.

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

**Chief General Manager
HSCC (India) Ltd.,
On behalf of Ministry of External Affairs**

SECTION - I

INSTRUCTIONS TO BIDDERS (ITB)

This bid document should be read in conjunction with the Press Tender Notice/Invitation for Bid, **IFB No. HSCC/PUR/MEA-SYRIA/DRUG/2024/02 dated 26.02.2024**, a copy of which is enclosed in this document and all clauses to be read in conjunction with any other instruction given else, where, in this document, on the same subject matter of the clause.

1. THE BIDDING DOCUMENTS:

CONTENT OF BIDDING DOCUMENTS:

1.1 The Goods required, bidding procedures and bid & contract terms are prescribed in this Bidding Document and includes (i) NIT, (ii) Section-I (ITB), (iii) Section-II (GCC), (iv) Section-III (SCC), (v) Annexure–A, (vi) Section-IV, Formats for Bid Form, Price Schedule-II, Performance Statement, Contract Form, Manufacturer Self Authorization, Manufacturer's Authorization, Bid Security Format, Performance Security Format, Affidavit & Form N and Technical Complies, (vii) Section-V, Consignee Receipt Certificate, (viii) Section-VI, Schedule of Requirement & Technical Anti-Cancer (ix) Section-VII Check List and ECS Format.

1.2 The Bidders are expected to examine all instructions, terms & Conditions, specifications etc. of the Bid Document. Failure to furnish information required by Bid Document or submission of a Bid not in compliance to the Bid Document will be at the Bidder's risk and may result in rejection of its Bid.

1.3 COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and Ministry of External Affairs, hereinafter referred to, as "The Purchaser" acting through M/s HSCC (I) Ltd., hereinafter referred to, as "Consultant" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. CLARIFICATION IN BIDDING DOCUMENTS:

A prospective Bidder requiring any legitimate clarification of the Bidding Documents may notify the Purchaser in writing at the consultant mailing address indicated in the Invitation for Bids. The Purchaser will respond to any request for clarification of the Bidding Documents that it receives no later than five (05 days) prior to the deadline for the submission of the bids. Purchaser response (including explanation of the query but without identifying the source of inquiry) will be displayed on the HSCC website e-tender portal <https://hsc.enivida.com> and www.hsccltd.com.

3. AMENDMENT OF BIDDING DOCUMENTS :

3.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder modify the Bidding Document by amendment.

3.2 The amendment will be notified on the web-site e-tender portal <https://hsc.enivida.com> and www.hsccltd.com only.

3.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the purchaser may, at its discretion, extend the deadline for the submission of Bids.

4. LANGUAGE OF BID :

4.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the purchaser, shall be written in the English language,

provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

5. **DOCUMENTS COMPRISING THE BID :**

The bids shall be submitted online for all necessary documents and in physical form (only the documents mentioned below) as mentioned below:

(i) Bid Document Fee and EMD/relevant document related to EMD Exemption

(ii) Pre-qualification and Technical compliance as per following documents:

- a) Manufacturer's authorization as per **Format-VI** in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer **Format-V** for self manufacturer).
- b) Bid Form as per **Format-I**.
- c) Certificate of Incorporation/Declaration being a proprietary firm.
- d) Annual report of last 3 completed financial years & Turnover certificate (Balance sheet and Profit & Loss Account duly audited and signed by auditor)
- e) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
- f) Performance statement **Format-III** along with required PO copies and its corresponding end user's satisfactory Consignee certificate.
- g) Affidavit as per **Format-IX** along with Form N
- h) Technical clause-by-clause technical compliance statement as per **Format-X** for the quoted goods vis-à-vis the Technical specifications with all related brochures in the bid enquiry.
- i) Integrity Pact & Agreement (duly signed by the bidder shall be submitted. Any tender without signed integrity Pact shall be liable for rejection.)

(iii) Price Bid **Format-II** (Only online).

6. **BID PRICE:**

- 6.1 (a) The Price bid for the **Anti-Cancer** to commensurate with scope of supply indicated against the **Items** and should indicate all inclusive lump sum price offered for each drug/store in a **item** including cost of the stores, insurance, transit cum storage, packing forwarding, GST, Basic Custom Duty upon production of CDEC, Inspection/Inspection certificate charges, road permit costs etc. and including charges whatsoever applicable, for drug supply & delivery at the designated consignee place with all the men and material required for the same and including charges,. The all inclusive lump sum price should be on **CIP** for the above and inclusive of all charges stated herein above. **The all inclusive lump sum price needs to be accompanied by a statement indicating a clear "break up" of all inclusive lump sum price of its various components constituting it along with values/amount indicating against each of such components adding to arrive at all inclusive lump sum price.** The prices are to be kept valid for acceptance up to 180 days from the date of the opening of bids. No other charges in addition will be payable on any account over and above the lump sum price quoted. The prices should be given both in figures and words. Offers with price variation clause will not be accepted, the rates quoted in ambiguous terms such as "freight on actual basis" or "taxes as applicable extra" or "packing forwarding extra" will render the bid liable for rejection. GST, whichever applicable will be incorporated in the above all inclusive lump sum price. Custom duty exemption certificate, custom clearance and octroi exemption certificate will be issued/ arranged by MEA/ Government of SYRIA and price to be quoted accordingly.

Bidders in their own interest shall ascertain the eligibility of whatsoever concessions and exemptions eligible and applicable and shall advice the purchaser and quote accordingly. Bidders shall indicate the actual amount of Octroi, basic custom duty, custom clearance

charges etc. which becomes otherwise payable in the extreme event of consignee not in a position to release certificates like CDEC, Octroi Exemption Certificate etc.

6.1(b) **Offer for Goods**

Offers for goods shall clearly indicate firm, "All inclusive lump sum price" and giving its break up of as FOB (Free on Board), Insurance, **CIP** (Carriage and Insurance paid to named place of destination), local transportation and Insurance etc. and all other charges for services to be rendered as explained under offer for Indigenous goods. Customs handling & clearance, CDEC will be provided/ arrange by MEA/Government of SYRIA.

6.1 (c) The payments to both indigenous supplies as well as import supply shall not exceed the All Inclusive lump sum price.

6.2 The purchaser will evaluate Bids based on all inclusive lump sum prices quoted for Total **Item** incl. Inland Transportation.

6.3 Any variation in the Statutory Levies / Taxes/ Duties/ Cess or any new Levies/ Taxes/ Duties/ Cess on end product shall be payable at actual provided documentary evidence of the prevailing rate quoted at the date of submission of bid and changes at the time of actual supplies (within stipulated delivery period) is furnished.

6.4 The bidder shall bear all taxes / duties/ incidental charges for the parts replaced or supplied during the Warranty period / Self Life.

6.5 Bidder in their own interest should quote separately for any Optional Items of the Technical Specifications. In case the Optional items of the Tender Specifications are not quoted explicitly, then the rate quoted shall be considered for the tendered main item and accordingly price comparison shall be done. No benefit shall be considered for inclusion of Optional Items in the Tendered Item.

7. **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**

7.1 The Bidder shall, furnish, as part of its Bid, documents establishing the Bidder's qualifications to perform the contract if its Bid is accepted.

7.2 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Purchaser's satisfaction:

a) that, in the case of a Bidder offering to supply Goods of import origin under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the Goods manufacturer or producer to supply the Goods. Manufacturers to quote themselves or through their Indian Agent duly authorised by them. In this regard, the Bidder should submit an Authority Letter from their manufacturers.

In case of a Item of package comprising group of items, then Bidder may give Manufacturer's authorisation for ANTI-CANCER Drugs from the Principals and other items from other manufacturer's of his choice (indigenous/ imported) for which Bidder shall submit Manufacturer's Authorization as per the format given in the bid document.

b) The Purchaser will determine to his satisfaction whether the Bidder selected is qualified as per requirement of minimum qualifying criteria to satisfactorily perform the contract;

c) The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder as well as such other information as the Purchaser deems necessary and appropriate;

Notwithstanding anything stated above, the Purchaser reserves the right to assess the capability and capacity of the Bidder to perform the contract, should the circumstances warrant such as assessment in the overall interest of the Purchaser.

8. **DOCUMENT ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS:**

- 8.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Goods and services that the Bidder proposes to supply under the contract.
- 8.2 The documentary conforming evidence of the Goods' and Services' conforming to the Bidding Documents may be in the form of literature, drawings and data, and shall comprise of:
- a) a detailed description of the Goods essential technical and performance characteristics;
 - b) **a clause-by-clause commentary on the Purchaser's technical specifications demonstrating the Goods and Services substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.**
- 8.3 For purpose of the commentary to be furnished pursuant to clause 8.2(b) above, the Bidder shall note that standards for workmanship, material and reference to brand names drugs, and reference to brand names or catalogue numbers designated by the Purchaser in its Technical Specification are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to those desired & designated in the Technical Specification.

9. (A). **BID SECURITY**

- 9.1 The Bidder shall furnish, as part of its Bid, Security as indicated in Invitation for Bids (IFB) Table - A/ Press Tender Notice, in a separate single sealed envelope and shall be marked as given under clause 12.0 of this ITB.
The bidders who are currently registered and, also, will continue to remain registered during the tender validity period with National Small Industries Corporation, New Delhi for the specific goods as per bid enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the bidder falls in these categories, it should furnish copy of its valid registration details (with NSIC, as the case may be)
- 9.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to para 9.7.
- 9.3 The Bid Security shall be in the form of a demand Draft drawn in favour of "HSCC (I) Ltd., payable at New Delhi from a Nationalised/Scheduled bank. Bid Security can also be in the form of Bank Guarantee drawn in favour of HSCC (I) Ltd., E-6(A), Sector -1, Noida. Bid Security shall remain valid for a period of 45 days beyond the bid validity period from date of initial bid opening. EMD/Bid Security Form Format has been enclosed.
- 9.4 Any Bid not secured in accordance with paras 9.1 to 9.3 will be rejected by the purchaser as non-responsive pursuant to Clause 17 and following which both the techno-commercial & price bid will be treated as invalid.
- 9.5 Unsuccessful Bidder's Bid Security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of Bid Validity prescribed by, clause 10.
- 9.6 The successful Bidder's Bid Security will be discharged upon the Bidders furnishing the performance Security, pursuant to Clause 23 & 24.
- 9.7 The Bid Security may be forfeited:

- a) if a Bidder withdraws or modifies its Bid during the period of Bid validity; or
- b) in the case of a successful Bidder, if the Bidder fails:
 - i) to sign the contract in accordance with Clause 23 ;
 - ii) to furnish Performance Security in accordance with Clause 24.
 - iii) if the bidder does not accept an error correction pursuant to clause 17.2

9.8 No interest will be payable by the Purchaser on the Bid Security.

9 [B] **Bid Document Fee:**

Bid Document Fee is Rs.5,900/-(Incl. GST). Bid Document Fee paid is non-refundable and the Bid Documents are non-transferable. Bidders will deposit the Bid Document Fee at HSCC office at Noida. Fee can be deposited either in cash or through crossed account payee Demand Draft drawn in favour of HSCC (I) Ltd. drawn on any nationalized/Scheduled bank payable at NOIDA/New Delhi, before date & time of submission of bid. The Bids will not be accepted without proof of payment of the Bid Document Fee.

However, separate bid shall be submitted for each Each Items.

Foreign eligible Bidder is allowed to submit bid document fee and Bid Security (as per ITB clause 9) in any freely convertible foreign currency of equivalent amount asked in the aforesaid bid document.

The bidder can contact Consultant, for any clarification in the matter.

10. **PERIOD OF VALIDITY OF BIDS:**

10.1 **Bids shall remain valid for 180 days** after the date of Bid opening prescribed by the Purchaser, pursuant to Clause 13. A Bid expressed to be valid for a shorter period may be rejected by the Purchaser as non-responsive.

10.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by cable. The Bid Security provided under Clause 9 shall also be extended suitably. A Bidder may refuse the request without forfeiting its Bid Security.

A bidder granting the request will not be required nor permitted to modify its bid.

11. **PREPARATION AND SIGNING OF BID:**

11.1 The bidders shall submit their bid as per the instructions contained in ITB Clause 5.

11.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or persons duly authorised to bind the Bidder to the contract. The letter of authorisation shall be indicated by written power-of-attorney accompanying the Bid. All the pages of the Bid must be page numbered, initialled and stamped by the person or persons signing the Bid.

11.3 The Bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

12. **SUBMISSION OF BIDS:**

The bid shall be submitted online and in physical form (except price bid) in three parts/covers as mentioned below:

- (i) Bid Document Fee and EMD/relevant document related to EMD Exemption
- (ii) Pre-qualification and Technical compliance as per following documents:
 - a) Manufacturer's authorization as per **Format-VI** in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document

establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer **Format-V** for self manufacturer).

- b) Bid Form as per **Format-I**.
- d) Certificate of Incorporation/Declaration being a proprietary firm.
- e) Annual report of last 3 completed financial years & Turnover certificate (Balance sheet and Profit & Loss Account duly audited and signed by auditor)
- f) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
- h) Performance statement **Format-III** along with required PO copies and its corresponding end user's satisfactory Consignee certificate.
- i) Affidavit as per **Format-IX** along with Form N
- j) Technical clause-by-clause technical compliance statement as per **Format-X** for the quoted goods vis-à-vis the Technical specifications with all related brochures in the bid enquiry.
- k) Power of Attorney to sign the Bid document submitted.
- l) Integrity Pact duly signed by the tenderer shall be submitted. Any tender without signed integrity Pact shall be liable for rejection.

(iii) Price Bid (Only online).

Bidders are requested not to submit the hard copy of Price Bid along with the physical form of bid. Uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender. Unless otherwise specified, the bidders are to submit its tender online and deposit the physical form of tenders in the tender box kept for this purpose at HSCC (India) Ltd., E-6(A), Sector-1, Noida-201301, ((UP).

13. **DEADLINE FOR SUBMISSION OF BIDS i.e. TECHNOCOMMERCIAL BID (UNPRICED) AND PRICE BID INCLUDING BID SECURITY**

13.1 As indicated in the Press Tender Notice/IFB.

13.2 Bids must be submitted as per the instruction given in ITB 5 on the specified date and time as mentioned in the bid document. In the event of due date being declared a closed holiday then the due date for submission of Bids and the opening of Bids will be the following working day at the appointed time.

13.3 The Purchaser may at its discretion extend this deadline for the submission of Bids by amending the Bidding Documents in accordance with clause 3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

14. **LATE BIDS & MODIFICATIONS/WITHDRAWAL OF BIDS**

14.1 Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the purchaser, pursuant to clause 13 will be rejected.

14.2 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

14.3 The Bidder's modification or withdrawal notice shall be prepared, sealed & signed, marked and submitted in accordance with the provisions of ITB Clause 12. A withdrawal (but not modification) notice may also be sent by cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

14.4 No bid may be modified subsequent to the deadline for submission of bids.

14.5 No bid may be withdrawn or modified in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal or modification of a bid during this interval may result in the Bidder's forfeiture of its security, pursuant to ITB Clause 9.7.

15. **OPENING OF BIDS BY PURCHASER:**

15.1 The Purchaser will open the Techno-commercial bid only, in the presence of Bidder's representatives who choose to attend, in the HSCC office, on the due date and time as

mentioned in the IFB. The Bidder's representatives who are present shall, sign a register evidencing their attendance. The Bidders' representatives shall furnish letter of Authority as per bidding document format from their principals to attend the Bid opening.

- 15.2 The Bidders' names, the presence or absence of the requisite Bid Security and such other details in brief as the Purchaser, at its discretion, may consider appropriate will be announced at the bid opening.
- 15.3 Price Bid of bidders whose offers (Techno-commercial bid) are found technically and commercially suitable and comply with the Bid will only be opened on a date to be intimated later to these bidders.
- 15.4 Bids that are not opened and read out at bid opening shall not be considered further for evaluation irrespective of the circumstances. Withdrawn bids shall be returned unopened to the bidders.
- 15.5 Non-submission of Bid Security & Bid document fee by any bidder will render the bidder invalid and such bidder's bid will not be opened.

However the bidders who are currently registered and, also, will continue to remain registered during the tender validity period with National Small Industries Corporation, New Delhi for the specific goods as per bid enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the bidder falls in these categories, it should furnish copy of its valid registration details (with NSIC, as the case may be)

16. **CLARIFICATION OF BIDS:**

- 16.1 To assist in the examination, evaluation and comparison of Bids the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid.
- 16.2 Clarifications sought & reply received to be all in writing, no change in price or substance of Bid permitted.

17. **PRELIMINARY EXAMINATION:**

- 17.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and whether the Bids are generally in order.
- 17.2 Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected (unless in the opinion of the purchaser there is an obvious error in the unit rate, in which case the total price against item would prevail and unit rate shall be corrected accordingly). If the supplier does not accept the correction of the errors, its Bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 17.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or offers the relative ranking of any Bidder.
- 17.4 Prior to the detailed evaluation, pursuant to ITB Clause 18, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Without prejudice to the generality of the foregoing deviations from or objections or reservations to critical provisions such as those

concerning Performance Security (GCC Clause 6) Warranty (GCC Clause 26). Force Majeure (GCC Clause 17), Applicable law (GCC Clause 22) and Taxes & Duties (GCC Clause 24) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

In case of any deviation to the Warranty (GCC Clause 26), Force Majeure (GCC Clause 17), Applicable law (GCC Clause 22) and Taxes & Duties (GCC Clause 24) in the Techno-commercial/ Price Bid, the Bid Form, signed and accepted by the Bidder, which stipulates acceptance of all the terms & conditions of tender document, shall supersede all other terms & conditions given in the tender by the Bidder.

17.5 In normal circumstances if a bid is not substantially responsive, it will be rejected by the purchaser.

18. **EVALUATION AND COMPARISON OF BIDS:**

18.1 The Purchaser will evaluate and compare the Bids on the basis of techno-commercial evaluations followed by price bid evaluation.

The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

In exercise of powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.

In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than on MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being on MSE, failing which their tender will be liable to be ignored.

18.2 **Evaluation Criteria:**

- i) Bidder not quoting all items shall be treated as non-responsive.
- ii) Ranking on evaluation shall be on the basis of total cost of all items taken on aggregate mentioned under "Grand Total Price" in **PRICE SCHEDULE – FORMAT-II**.
- iii) The bidders should also quote the transportation of the materials through Sea Route also, separately.
- iv) Insurance (Transit and Storage) shall be payable extra on actual upon submission of bills. However, the insurance mentioned in price bid is lower than the actual insurance incurred then the Insurance mentioned in price bid shall be payable. In

case the insurance mentioned in price bid is higher than the actual insurance incurred then the actual Insurance incurred shall be payable.

19. **CONTACTING THE PURCHASER:**

- 19.1 Subject to Clause 16, no Bidder shall contact the Purchaser on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded.
- 19.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidder's Bid.

20. **AWARD OF CONTRACT:**

20.1 **AWARD CRITERIA:**

Subject to Clause 22, the Purchaser will award the contract to the successful Bidder whose Bid has been determined to be techno commercially acceptable and lowest, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

21. **PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:**

The Purchaser reserves the right at the time of award of contract to increase/decrease the total quantity of Goods and services for which bids have been invited by up to 25% of their value (rounded to the next whole number).

22. **PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:**

The Purchaser reserves the right to accept or reject any Bid and annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds of the purchaser's action. The purchaser is not bound to accept the lowest or any bid.

23. **NOTIFICATION OF AWARD AND SIGNING OF CONTRACT:**

- 23.1 Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder by registered post/speed post/courier/fax that its Bid has been accepted by enclosing detailed order copy in duplicate. This will constitute the formation of the contract and date of the contract shall be the date of each notification.
- 23.2 Upon the successful Bidder's returning back one copy of the order within 10 days duly stamped and signed as token of acceptance of the order on the said laid out terms and conditions and also furnishing to Performance Security i.e. Security Deposit pursuant to Clause 24, the Purchaser will promptly discharge Bid Security of successful bidder, pursuant to Clause 9, and also discharge Bid Security of unsuccessful bidders, pursuant to clauses 9.5.

24. **PERFORMANCE SECURITY:**

- 24.1 Within 10 days of the date of notification under Clause 23.1 the Successful Bidder shall furnish the Performance Security/Security Deposit for 5% of the contract price (Incl. Tax if any) in the form of a Demand Draft/ Bank Guarantee drawn in favour of HSCC (India) Ltd. payable at Noida or New Delhi from a Nationalised/Scheduled bank valid for 5 years from the issue of Notification of Award/Award Letter.
- 24.2 Failure of the successful Bidder to comply with the requirement of Clause 23 and Clause 24 shall constitute sufficient grounds for the annulment of the award and the Contract and forfeiture of the Bid Security, and in such event the Purchaser may go for re-tendering.

25. **LOCAL CONDITIONS:**

It will be imperative on each Bidder to fully acquaint him self of all the local conditions and factors

that would have any effect on the performance of the contract and cost of the Goods. The Purchaser shall not entertain any request for clarifications from the Bidder regarding such local conditions. No request for the change of price, or time schedule of delivery of Goods shall be entertained after the Purchaser accepts the Bid.

SECTION - II

GENERAL CONDITIONS OF CONTRACT (G.C.C.)

1. DEFINITIONS:

- 1.1 In this contract, the following terms (whether or not spelled with an initial capital letter) shall unless the context otherwise requires be interpreted as indicated.
- (a) "The contract" (or "this contract") means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein and includes the Instructions to Bidders (ITB).
 - (b) "The Contract Price/All inclusive lump sum Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
 - (c) "The Goods" means all of the ANTI-CANCER Drugs and/or other materials, which the Supplier is required to supply to the Purchaser under the contract;
 - (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services;
 - (e) "The Purchaser" means the organisation purchasing the Goods i.e., Ministry of External Affairs , Government of India, South Block, New Delhi acting through their Consultants M/s HSCC (I) Ltd.
 - (f) "Consultant" shall mean M/s HSCC (INDIA) LTD, having its Corporate Office at E-6(A), Sector-1, Noida (U.P.)-201301 and registered at 205, East End Plaza, Plot No.-4, D.D.A.- L.S.C., Centre-II, Vasundhra Enclave, Delhi- 110 096
 - (g) "The Supplier" means the individual or firm supplying the Goods and services under this contract;
 - (g) "Consignee" means where the Goods are required to be delivered at the destination, i.e. Embassy of India at Republic of SYRIA or any warehouse in SYRIA as designated by Embassy of India/Ministry of External Affairs Govt. of India.

2. APPLICATION:

- 2.1 These General "Conditions" shall apply to the extent that provisions in other parts of contract do not supersede them.

3. STANDARDS:

- 3.1.1 The Goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods and such standards shall be the latest issued by the concerned institution.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern sample, or information furnished by or on behalf of the Purchaser in connection there with, to any person other than a person employed by the Supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any documents or information enumerated in para 4.1 except for purposes of performing the contract.
- 4.3 Any document, other than the contract itself enumerated in para 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the contract if so required by the Purchaser.

5. **PATENT RIGHTS:**

- 9.2 The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark, or industrial design right arising from use of the Goods or any part thereof.

6. **CONTRACT PERFORMANCE SECURITY (SECURITY DEPOSIT):**

- 6.1 Within 10 days after the Supplier's receipt of award notification and order copies of the contract, the Supplier shall furnish performance Security to the Purchaser in the amount specified (IFB) in the document.
- 6.2 The Performance Security as deposited by the supplier shall be used by the purchaser as compensation for any loss or any dues recoverable from the supplier (including liquidated damages where applicable) resulting from the Supplier's failure to complete its obligations under the contract. The Purchaser may retain the whole or such part of it as it considers to be sufficient compensation for such loss. In such an event the balance amount (if any) shall be returned to the supplier not later than the expiry of the period stated in clause 6.3.
- 6.2 The Performance Security unless deposited under GCC clause 6.2 will be discharged by the purchaser not later than 30 days following the date of completion of the suppliers performance obligations, including the warranty obligations under the contract.

7. **INSPECTION & TESTS:**

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the contract. The Special Conditions of Contract and/or the Technical Specifications specify what inspection and tests the Purchaser requires and where they are to be conducted then such specification shall be complied with for the Goods to which it applies. The Purchaser shall notify the Supplier in writing of the identity of any representative retained for these purposes.
- 7.2 The inspection and tests may be conducted on the premises of the Supplier or its Sub-Supplier (s) at point of deliver and/or at the Goods' final destination. Where conducted on the premises of the Supplier or its Sub-Supplier(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and where necessary reject the Goods after the Goods' delivery to the Consignee shall in no way be limited or waived by reasons of the Goods having previously been inspected, tested and passed by the Purchaser or his representative prior to the Goods, shipment.
- 7.5 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC clause 26.

- 7.6 Principal/ foreign supplier shall also have the Anti-Cancer drug inspected by recognized authority like SGS, Lloyd or equivalent (acceptable to the Purchaser) prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

Nothing in Clause 7 shall in anyway release the Supplier from any warranty or other obligations under this contract.

8. **PACKING:**

(A) All packing shall be as per USP.

- i. All labels of drums, cartons box, bottles, jars, tubes tins, containers etc. (whichever applicable) should be emboldened / imprinted / stamped.
- ii. Loose supplies / damaged packing / tampered or damaged labeled supplies shall not be accepted under any circumstances.
- iii. Supplies to be made in a Proper Boxes / drums / containers.
- iv. All items to be supplied only in glass bottles / plastic bottles (whichever applicable) conforming to USP/ Drugs Cosmetics Act.
- v. It should be ensured that only first use packaging material, of uniform size including Bottles and vials is used for making supplies on the basis of Contract.
- vi. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.
- vii. Packing should be able to prevent damage or deterioration during transit.
- viii. Large volume parenteral to be supplied only in plastic bottles / ploy packs (whichever applicable) conforming to USP
- ix. All containers, i.e., drums, bottles, tins, cartons, tubes etc. are required to be secured with pilfer-proof seals to ensure genuineness of the products packed and the correctness of the contents.
- x. The Primary and Secondary packaging should confirm the standards as per the Schedule P of D & C Act 1940 & Rules 1945 or as per the market standards. The Tertiary packaging should be minimum virgin 5 ply carton (7 ply carton for liquid items) and poly wrapped enough to withstand transportation stress. The Tertiary Packaging should have "**Gift from the people and Government of India**" printed/pasted in addition to relevant details about the Anti-Cancer & a sticker of the **National Flag of India** of the appropriate size should also be affixed or as instructed by Ministry of External Affairs, Govt. of India.
- xi. During the course of storage and export, the temperature of 15°C - 25°C should be maintained along with other relevant guidelines for the transport of Medicines, as applicable, shall be ensured by the firm.

(B). Pharmacopoeia Specification:

Pharmacopoeia specification USP or as mentioned etc. should be clearly mentioned against each drug/constituent of the drug supplied as per the provisions of Drug and Cosmetics Act.

- a. The stores accepted should comply with the provisions of the Drugs and Cosmetics Act. 1940 and the Rules made there under as amended up to date and Drug Price Control Order.
- b. It should be ensured that ISI Code No. is indicated on the packing and at the time of supplies has ISI Mark as well as Code No. as is the statutory requirement of the Bureau of Indian Standards.
- c. The Prices approved are CIF Destination inclusive of all charges for packing, Frighthen and forwarding, insurance etc

9. **SUPPLY and DELIVERY:**

- 9.1 Supply and Delivery of the Goods upto the site shall be made by the Supplier as per following from the date of placement of order or from the date of establishment of Letter of credit in favour of principals in case of imported origin Goods unless specified in IFB.

In case spare parts and tools are also ordered with the Goods, the Bidder will undertake to offer spare parts and tools for delivery along with the main Goods only and not before. The name of consignee is: Embassy of India in SYRIA or any warehouse in SYRIA to be designated by Ministry of External Affairs, Govt. Of India.

10. **INSURANCE:**

10.1 The Goods supplied under the contract shall be fully insured including transit insurance against various risks as required or approved by the Purchaser arising out of transportation, storage, delivery, at his cost up to delivery at site. Insurance policy shall be valid upto date of handing over. Proof of Insurance shall be made available before issuance of dispatch clearance.

10.3 For delivery of goods at site, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "Ware house to ware house" {final destination (designated consignee place)} on "all risks" basis including war, risks, strikes, erection, storage etc. In any event the Goods are at the suppliers risk until delivery and acceptance at designated consignee place. The claimant of the insurance shall be HSCC (I) Ltd., Noida.

11. **TRANSPORTATION:**

To be arranged by the supplier up to consignee duly & insured as per clause 10.

12. **PAYMENT:**

Indian origin goods and for import origin goods. To be read in conjunction with clause 6.0 of ITB.

12.1 The Supplier's request (s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, the amount towards the cost of Anti-Cancer, margin and transportation charges & other administrative costs (Packaging, ground handling, insurance, documentation etc) on actual would be released upon successful completion of delivery and submission of bill and vouchers along with COA passed test reports of all batches of respective ANTI-CANCER, valid drug license of manufacturer & product permission, valid WHO-GMP, open part of DMF and proofs of successful delivery in good condition at the designation consignee warehouse duly certified by authorized personnel of Embassy of India in SYRIA/MEA authorities shall accompany for release of balance payment. Payments shall be released after receipt of fund from Ministry of External Affairs, Govt. of India on submission of Invoice.

With submission of the following Documents with self signed of all documents

1. Copy of Notification of Award/Contract Form
2. Copy of valid Performance Security
3. Valid insurance certificate (Marine & Store)
4. Original Consignee receipt/Proof of successful delivery
5. Copy of COA
6. Valid WHO-GMP
7. Original Invoice four
8. Packing list
9. Inspection Certificate issued by HSCC/MEA (if any)
10. Copy of Airway bill/Bill of landing
11. Country of Origin
12. Transportation Invoice (If any)

13. **PRICES:**

13.1 Prices charged by the Supplier for Goods delivered and Services performed under the contract shall not vary from the prices quoted by the Supplier in its Bid as per Format-II.

13.2 All quoted price shall be in INR.

14. **DELAYS IN THE SUPPLIER'S PERFORMANCE:**

- 14.1 The time and the date specified in the Contract for the supply and delivery of the Goods shall be deemed to be the essence of the Contract.
- 14.2 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
- 14.3 An unexcused delay by the Supplier in the performance of its delivery and performance of Services shall render the Supplier liable to any or all of the following sanctions, forfeiture of its Performance Security in accordance with Clause 6.2, imposition of liquidated damages and/or termination of the Contract for default.
- 14.4 If at any time during performance of the Contract, the Supplier or its sub-Supplier (s) should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice the Purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance by such period as the purchaser may think fit and shall in the case of Force Majeure extend such time by such period as the Purchaser shall consider fair and reasonable. Clause 14.1 stands extended to include this.

15. **LIQUIDATED DAMAGES:**

- 15.1 Subject to force majeure, if the Supplier fails to deliver, any or all of the Goods or perform the Services within the time period(s) specified in the Contract and during the warranty period_ the Purchaser shall, without prejudice to its other remedies under the Contract or extended under clause 14.3, deduct from the Contract price, as Liquidated Damages, a sum equivalent to 0.5% of the price of the delayed Goods or unperformed Services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the value of the delayed portion of work. Once the maximum is reached, the Purchaser may consider termination of contract.

16. **TERMINATION FOR DEFAULT:**

- 16.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part.
- (i) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the purchaser pursuant to Clause 14, or
- (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- (iii) If the supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

For the purpose of this clause

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprived the Borrower of the benefits of free and open completion.

- 16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to para 16.1, and without prejudice to the Purchaser's other remedies, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those

undelivered or unperformed and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminate.

17. **FORCE MAJEURE:**

17.1 Notwithstanding the provisions of Clauses 6,14,15,16, the Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2 For purposes of this clause and clauses 14.3, 15.1 & 17.3 "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault of negligence and not foreseeable. Such events may include but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or sovereign or contractual capacity wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

17.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

17.4 In case of Force Majeure event the purchaser is unable to fulfill its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs. In such event, supplier shall not raise any claim against the Purchaser.

18. **TERMINATION FOR INSOLVENCY:**

18.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent (which events shall of themselves be a breach of the contract on the part of the supplier), provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

19. **TERMINATION FOR CONVENIENCE:**

19.1 The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

19.2 The goods that are complete and ready for shipment within 20 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For remaining Goods the Purchaser may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the reminder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

20. **RESOLUTION OF DISPUTE**

20.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute either party may require that the dispute be referred for resolution to the Indian Arbitration by

Indian Council of Arbitration in accordance with the Arbitration & Reconciliation Act 1996 with latest amendments if any.

20.3 Venue of Arbitration shall be at **New Delhi**.

20.4 The language of the Arbitral proceedings shall be English.

21. **GOVERNING LANGUAGE:**

21.1 The Contract shall be written in the language of the Bid (English Language) as specified by the Purchaser. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in that same language.

22. **APPLICABLE LAW:**

22.1 The Contract shall be interpreted in accordance with the laws of Union of India.

23. **NOTICES:**

23.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram or cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

23.2 A notice shall be effective when delivered or on the Notice's effective date, whichever is later.

24. **TAXES AND DUTIES:**

24.1 Supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until delivery of the contracted Goods to the Purchaser.

25. **The Bid Security of successful bidders will be released after receipt of contract performance security and contract formation under clause of 23.1 of ITB.**

26. **INSPECTION & TEST PROCEDURES:**

The Stores will be inspected at MEA/HSCC's sole discretion before packing at the manufacturer's premises and/or on receipt at site by MEA/HSCC nominated representatives. The decision of MEA/HSCC (I) Ltd. in the matter of acceptability of the stores will be final and binding. In case MEA/HSCC desires, the demonstration/inspection and trials/testing will have to be got conducted at site at no extra cost. During physical Inspection, the supplier have to kept ready all documents as per Anti-Cancer with test COA, Export license, label as per requirement etc. The supply may also be inspected by SYRIAN Authority including meeting the Drug regulations at SYRIA.

27. **SUPPLY AND WARRANTY:**

The Supply of the items have to be done at consignee site by the supplier/or his authorized agent.

28. **JURISDICTION:**

All disputes arising out of the contract shall (subject to clause 20) be subject to the jurisdiction of the appropriate court at New Delhi only.

Special Note: (Forming part of SCC).

- i) MEA/HSCC is not bound to accept the lowest tender or any tender or to assign any reasons for non-acceptance.
- ii) MEA/HSCC reserves right of selection of goods without restrictions to price factor alone.

**Chief General Manager
HSCC (India) Ltd.,
On behalf of Ministry of External Affairs**

SECTION – III

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever, there is a conflict, the provisions herein shall prevail over the General Conditions of Contract.

1. The Performance Security unless deposited under GCC Clause 6.2 will be discharged by the purchaser not later 30 days following the date of completion of the supplier's performance obligations, including the Warranty obligations under the contract.
2. Insurance: For delivery of goods at site, the insurance including transit and storage (in India & SYRIA) till acceptance by consignee shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destination – designated consignee place) on "all risks" basis including war, risks, strikes, erection, storage etc. In any event the Goods are at the Supplier's risk until delivery and acceptance at site. The storage insurance, at SYRIA, should be valid for a minimum period of three months from the date of delivery and to be extended till accepted by the Consignee.

3. DELETED.

4. **A. Minimum Qualification Criteria :**

Qualifying Minimum Requirements:

(To be supported with documentary evidence strictly as per instructions given as foot-note under Proforma for Performance Statement)

- i) Bidder should be a regular supplier for the Healthcare Products offered.
- ii) Bidder should submit Manufacturer Authorisation Certificate before placement of Order.
- iii) Indigenous Manufacturers to quote themselves or through their Sole selling Agent duly authorised by them.
- iv) The Bidder should submit Valid Export License.

The manufacturer of Anti-Cancer Drugs should have minimum three years old valid manufacturing License of the quoted ANTI-CANCER along with valid WHO-GMP and Previous experience of supplying Healthcare Products to Foreign Land. The manufacture should submit the open part of Drug Master File for each quoted ANTI-CANCER. The ANTI-CANCER should confirm to the standards of product specification as indicated in the aforementioned table as well as the entire essential condition incl. Shelf-life, testing, packaging (Primary& secondary), and labelling storage condition as indicated.

- v) For Each Items: Bidders should have in the past 5 years from the date of bid opening, satisfactory executed for Healthcare Products, at least one single order not less than 80% (Rs. 5.60 Cr) or two single order not less than 60% (Rs. 4.20 Cr) or three order not less than 40% (Rs. 2.80 Cr) of Healthcare Products. The bidders shall furnish "End User Certificates/Client Certificates "indicating contact details i.e. name of person, phone /mobile nos./E mail ID etc. End User Certificates/Client Certificates should be for those Purchase Order only for which Copies are submitted by the bidder

The bidders shall furnish "End User Certificates/Client Certificates "indicating contact details i.e. name of person, phone/fax/mobile nos. etc. End User Certificates/Client Certificates should be for those Purchase Order only for which Copies are submitted by the bidder.

B. Other eligibility requirements:

- i) Bidder should have a present installed capacity/sales capacity to match the delivery requirements.

- ii) **The Bidder should submit audited balance sheet and Profit & Loss Account along with auditor's report for the last 3 years duly signed and stamped by the Chartered Accountant with their membership number to enable the purchaser to assess the financial capability of the bidder or positive net worth of the bidder.**

Notwithstanding anything stated above, the purchaser reserves the right to assess the capability and capacity of bidder to perform the contract.

- iii) Tenderer shall submit audited balance sheets for the last three years. Annual Turnover statements should be certified by chartered accountant bearing their membership No. along with DIN No. The firm should have accumulated profit in last audited financial accounts ending 31st March 2023.
- iv) The bidder should have minimum average annual turnover of Rs. 35 Crores in last three financial years, duly certified by chartered accountant bearing their membership No. along with DIN No.
- v) The bidder should be solvent. Solvency Certificate having solvency of minimum Rs. 35 Crores, issued by Nationalised / scheduled Bank, must be submitted.
- vi) Bidder should not stand deregistered/banned/blacklisted by any government authorities and an undertaking for the same shall be submitted by the bidder on non judicial stamp paper duly notarised.
- vii) The net worth of the Bidder firm should not be negative, as on date.

Note: The purchaser reserves the right to ask for a free demonstration/inspection/testing of the quoted goods at a predetermined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the price bid.

5. Last Five years Performance Statement from the date of Bid opening: Bidders should give performance statement of orders for Healthcare Product satisfactorily executed to sizeable value both in quantity & cost in comparison to Package items offered in the price bid.

6. **Bid Form: To be submitted by all bidders as per format enclosed. In case Bid Form is not submitted by the Bidder as per format, their bid shall be liable for rejection.**

8. **Shelf life, as mentioned in NIT, against each items, must be adhered.**

9. **Miscellaneous:**

- a) While quoting for the **item**, all components and quantities specified in the **item** must be quoted. The purchaser will evaluate bid on total quoted amount including of all charges like packing, forwarding, transportation, insurance, taxes, duties, lab charges etc. **However, the bid shall stand rejected if all the components and quantities specified in the items are not quoted.**
- b) Evaluation will be made on the basis of total cost all inclusive plus Transportation price value offered for the each Item
- c) i) Bidders are requested to quote for the proven and time tested renowned brands of goods having countrywide reputation and acceptance. The Purchaser, however, reserves the right to decide on it's own as to which of the brand/makes quoted by the bidders are to be considered or not to be considered as proven/reputed, for the purpose of evaluation.
- ii) No bidder for the purpose of offering lowest price shall quote for local brands/refurbished/ reconditioned stores, which are not time tested, as these would be liable for rejection.
- iii) Although bidder may quote for more than one brand for the same price, the purchaser shall have the right to select the brand amongst alternatives quoted and its decision will be binding on the bidder.

- iv) **Bidder in their own interest can quote for items and services separately if in the view of bidder, the purchaser unknowingly omitted or expressively not indicated the requirements of items/services without which, the or acceptance or otherwise of the item of the bidder will be a doubtful proposition.**
 - v) New CPP certificate for Pharmaceutical products, new GMP certificate for the manufacturing factories and latest report for observing side –effects PSUR if available to be provided during delivery and also ensure effectiveness period of supplied medicines.
 - e) The Supplier directly or through his Indian agent wherever applicable will be liable for the contractual obligation including delivering the ordered goods.
10. The substantial responsiveness of bidder will be determined as per MEA/HSCC'S own qualitative internal assessment in consultation with client/consignee, and with reference to bidders reasonable level of compliance to various stipulated terms and conditions in the Bid Document, Compliance to submission of various documentary supporting evidence, other related information along with the bid, the degree of performance status, and high order value execution for prestigious good clients etc. weight age given to bidder on qualitative basis by the evaluation committee, besides other merits of the bidder such as proven source market reputation, past experience and feedback gained in respect of bidder etc. Accordingly, in line with the above, the purchaser reserves the right as not liable to bidder on account of this prudent internal assessment and that bidder shall have not claims whatsoever.
11. Bidders who have paid the Bid Document Fee as per Clause 9[B] of ITB & Bid Security as per Clause 9 of ITB are only eligible to quote. The bidders who are currently registered and, also, will continue to remain registered during the tender validity period with National Small Industries Corporation, New Delhi for the specific goods as per bid enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the bidder falls in these categories, it should furnish copy of its valid registration details (with NSIC, as the case may be)
12. The supplier shall be responsible for organising timely delivery of the goods to the destination including supply & delivery of the same at the designated consignee site. Necessary insurance strictly as per the instruction given in the relevant clause (GCC 10) of this bid shall also be arranged by the supplier covering all these activities including transit cum erection insurance from destination to destination (designated consignee site). Delivery should be within 30 days from the date of issue of Purchase Order.
13. The items/goods, in case of failed test, as per SYRIA Drugs Act, at consignee side shall be rejected.
14. The Bidder should have valid Export License.
15. **Consignee** - Embassy of India in SYRIA or any warehouse in SYRIA to be designated by Ministry of External Affairs, Govt of India.
16. **The following clause needs to be read in conjunction with Clause 6 of ITB and Clause 26.2 of GCC & will prevail upon the description given for warranty elsewhere in the bid document/ with item Specifications.**

**Chief General Manager
HSCC (India) Ltd.,
On behalf of Ministry of External Affairs**

Important Clauses in Brief, For Quick Reference only.

(BIDDER MUST REFER ALL TERMS & CONDITIONS ETC. ENCLOSED WITH THE BID DOCUMENT IN DETAILS)

Following to supersede any terms mentioned elsewhere in the Bid Document

- 1. Bid Security Amount** - As given in IFB (Rs. 12 Lakhs) & NIT
- 2. Price Bid** - Please refer Clause 6 of ITB. Quoted price must include cost of standard onsite Comprehensive warranty / Self Life to delivery at Consignee.
- 3. Statutory Variation** - As per Clause 6.4 of ITB, any variation in the Statutory Levies / Taxes/ Duties/ Cess or any new Levies/ Taxes/ Duties/ Cess on end product shall be payable at actual provided documentary evidence of the prevailing rate quoted at the date of submission of bid and changes at the time of actual supplies (within stipulated delivery period) is furnished.
- 4. Items** - Bidder should quote for all the items as per USP Strength.
- 5. Manufacturer's Authorization** - As per Clause 7.2 (a) of ITB. In case of a Item in comprising group of items, then Bidder may give Manufacturer's authorisation for ANTI-CANCER Drug from the Principals and other items from other manufacturer's of his choice (indigenous/ imported) for which Bidder shall submit Manufacturer's Authorization as per the format given in the bid document. However the bidder has to give Manufacturer Authorisation of all the items mentioned in the package before placement of Order.
- 6. Bid Document Fee** - See Clause 9 [B] of ITB (Rs. 11,800 incl GST).
- 7. Bid Validity** - **180** days as per Clause 10.1 of ITB
- 8. Amount of Performance Security-** 5% of Contract Value as per Clause 24 of ITB.
- 9. Preliminary Examination** - As per Clause 17 of ITB, the Bid Form, signed by the Bidder which stipulates acceptance of all the terms & conditions of bid document and shall supersede all other terms & conditions given by the bidder in their bid. **General Conditions of Contract (GCC)**
- 10. Evaluation Criteria** - As per Clause 18.2 of ITB.
- 11. Delivery and Supply** - Supply & Delivery of goods shall be by **15.03.2024** at Consignee. In continuation to Clause 12 of SCC, Bidders shall be responsible to provide End to End solution for Supply, Inspection, Insurance, Freight, Transportation, Handling, Custom Clearance, Handing-over etc to the Consignee.
- 12. Insurance** - 110% of Order Value as per Clause No.10 of GCC covering Transit & Storages (minimum 3 months) in India & SYRIA.
- 13. Payment Terms** - The amount towards the cost of Anti-Cancer, margin and transportation charges & other administrative costs (Packaging, ground handling, insurance, documentation etc) on actual would be

released upon successful completion of delivery and submission of bill and vouchers along with COA passed test reports of all batches of respective ANTI-CANCER, valid drug license of manufacturer & product permission, valid WHO-GMP, open part of DMF and proofs of successful delivery in good condition at the designation consignee warehouse.

- 14. Liquidated Damages** - 0.5% per week or part thereof upto 10% as per Contract value as per Clause No.15 of GCC.
- 15. Shelf life of Drugs** - As per Clause 26 of GCC.
- 16. Consignee** - Embassy of India in SYRIA or any warehouse in SYRIA to be designated by Ministry of External Affairs, Govt of India.

Minimum Qualification Criteria as per Clause 4 of SCC

17. Minimum Qualification Criteria -

- i) As per Clause 4 A of SCC.
- ii) In addition to i) above, bidder must have at least one order of supply & delivery of Healthcare Products to Foreign Lands. Proof of such supply order, export documents, consignee acceptance certificate must be submitted along with bid documents. Verification of the same may be carried out by the purchaser from respective Indian Mission/Embassy of said country.

17. Other eligibility requirements- As per Clause 4 B (ii) of SCC.

18. Bid Form - To be submitted as per Clause 6 of SCC in the given format.

19. Components & Quantities - All components/ quantities of the line item must be quoted as per Clause 9 of SCC.

Time and date of opening of Techno-Commercial tenders: 04.03.2024, 15:00 hrs IST

SECTION-IV

Format-I

BID FORM

To: (Name and address of Purchaser)

IFB Ref.

ITEM NO Ref.:

Having examined the Bidding Documents including Addenda Nos., if any issued _____, the receipt of which is duly acknowledged, we, the undersigned, offer to supply and deliver..... (Description of Goods and Services) in conformity with said bidding documents.

We, undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the aforesaid bid document.

If our bid is accepted, we will submit performance security in a sum of equivalent to 10% of the Contract Price for the due performance of the contract.

We agree to abide by this bid for a period of 180 (one hundred eighty) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We confirm that stipulated Bid Security is enclosed herewith as a part of bid.

We understand that you are not bound to accept the lowest or any bid you may receive.

We accept all your terms and conditions stipulated in this bid document without deviations, both technical & techno-commercial.

Dated this..... Day of..... 2024.....

(Signature)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

Signed

Price Schedule

PRICE SCHEDULE – A, PRICE SCHEDULE

Brief Description of Drugs	Pharmaceutical Form	Unit Dose	Country of Origin & Make	Shelf Life	Qty. (Nos.) (Total)	Unit per tablet/Vial/bottle/ Ampule etc Cost (Rs.)	Ex-factory/ Ex-Warehouse / Ex-Showroom / Off the Shelf Total Cost (Rs.)	GST (Rs.)	SubTotal Cost (Rs.)(Inc l. GST)	Packing & Forwarding, Loading/unloading,, Incidental Costs till Consignee's Site charges (Rs.)	Incidental Services including Insurance (Transit & Storage), supply & delivery at Consignee's Site	Inland Transportation by Air to Consignee's Site	Grand Total Price (Rs.) =b+c+d+e
					(x)	(Y)	(Z) =X*Y	(a)	(b) =Z+(a)	(c)	(d)	(e)	
Methotrexate IP	Tablet	2.5mg			150,000								
Imatinib IP	Tablet	400mg			57,500								
Imatinib IP	Tablet	100mg			7,000								
Vinorelbine IP	Vial	20mg			7,000								
Vinorelbine IP	Vial	30mg			7,000								
Uromitexan IP	Vial	400mg			4,000								
Etoposide IP	Vial	100mg			2,000								
Fulvestrant IP	Vial/PFS	250mg			1,500								
Calcium Folate IP	Vial/Amp	50mg			1,000								
Vinblastine IP	Vial	10mg			1,000								
Octreotide LAR IP	Vial	30mg			500								
										GRAND TOTAL PRICE			
										Transportation by Air to Consignee's Site			
										Transportation by Sea to Consignee's Site			

Price in Rupees: In words

Note:

1 If there is a discrepancy between unit price & total price, THE UNIT PRICE shall prevail.

- 2 The bidder will be fully responsible for the safe arrival of the goods at destination (consignee's site) in good condition.
- 3 Bidders should quote all items & Quoted price should not be more than MRP.
- 4 Transportation by both Air & Sea to Consignee's Site must be quoted separately.
- 5 Ranking on evaluation shall be on the basis of total cost of all items taken on aggregate mentioned under "**Grand Total Price**".

Date & Place:

Signature of the Bidder:

Name:

Business Address:

Seal of Bidder:

PROFORMA FOR PERFORMANCE STATEMENT
{For a period of last five years from the date of Bid opening}

Bid No. _____

Date of opening _____ Time _____ Hours

Name of the Firm _____

Order Placed by (Full address of Purchaser)	Order No. and Date	Description and quantity of ordered goods	Value of Order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the goods been supplied satisfactorily (Attach a certificate from the Purchaser/ Consignee)
				As per Contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder _____

Note: This form will be considered complete only if duly filled and supported with proof of satisfactory client's acceptance certificates along with respective order copies & same shall be applicable for assessing single order execution criteria as per SCC clause 4A (iv) of this document.

CONTRACT FORM

THIS AGREEMENT made the day of20..... between [name of Purchaser] of [country of Purchaser] (hereinafter called "the Purchaser") of the one part and[name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz, [brief description of Goods and Services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of[Contract price in Words and Figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In this Agreement works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz. :
 - a **the Bid No. ...**
 - b Bid Form and the Price Schedule submitted by the Bidder;
 - c the Schedule of Requirements;
 - d the Technical Specifications;
 - e the General Conditions of Contract;
 - f the Special Conditions of Contract; and
 - g the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of the defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:

Sl. No.	Brief Description of Goods & Services	Quantity to be Supplied	Unit Price	Total Price	Delivery Terms

TOTAL VALUE :

SUPPLY AND DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered by the said _____ (For the Purchaser)

in the presence of : _____

Signed, sealed and delivered by the said _____ (For the Supplier)

in the presence of : _____

MANUFACTURERS' SELF AUTHORIZATION FORM

No. _____ dated _____.

To

Dear Sir,

IFBNO. _____

Line Item No. _____

We _____ who are established and reputable manufacturers of _____ (name and description of goods offered) having factories at _____ (address of factory) do hereby submit a bid, and sign the contract with you against the above IFB. No. _____

No company or firm or individual other than M/s _____ (name of the manufacturer) are authorised to bid, and conclude the contract in regard to this business, against this specific IFB.

We hereby extend our full guarantee and warranty (Shelf life) as per Clause 26 of the General Conditions of Contract for the goods and services offered for supply by us against this IFB.

Yours faithfully,

(Name of Manufacturers)

Note:- This letter of authority should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

MANUFACTURERS' AUTHORIZATION FORM

No. _____ dated _____.

To

Dear Sir,

IFB.No. _____

Line Item No. _____

We _____ who are established and reputable manufacturers of _____ (Name and Description of Goods offered) having factories at _____ (Address of Factory) do hereby authorize M/s _____ (Name & Address of the Agent) to submit a bid, and sign the contract with you against the above IFB. No. _____

No company or firm or individual other than M/s _____ (Name of the Agent) are authorised to bid, and conclude the contract in regard to this business, against this specific IFB.

We hereby extend our full guarantee and warranty (Shelf life) as per Clause 26 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFB.

Yours faithfully,

(Name)

(Name of Manufacturers)

Note: - This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. Authorisation to be given to the one firm only, otherwise bid will stand rejected.

BID SECURITY FORM

Whereas1 (*hereinafter called "the Bidder"*) has submitted its bid dated (*date of submission of bid*) for the supply of (*name and/or description of the goods*) (*hereinafter called "the Bid"*).

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at (*address of bank*) (*hereinafter called "the Bank"*), are bound unto **HSCC (I) Ltd., E-6(A) Sector – 1 , Noida** (*name of Consultant*) (*hereinafter called "the Consultant"*) in the sum of _____

for which payment well and truly to be made to the said Purchaser, the Bank binds it self, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) does not accept the correction of errors in accordance with the ITB; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and **including forty five (45) days after the period of the bid validity**, and any demand in respect thereof should reach the Bank not later than the above

Date: (Signature of the Bank)

Name of Bidder

PERFORMANCE SECURITY FORM

To: HSCC (I) Ltd. (Name of Consultant) **WHEREAS**
..... (Name of Supplier) hereinafter called "the
Supplier" has undertaken , in pursuance of Contract (Purchase order) No.....
dated,..... to supply.....(Description of
Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall
furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as
security for compliance with the Supplier's performance obligations in accordance with the
Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of
the Supplier, up to a total of (Amount of
the Guarantee in Words and Figures) and we undertake to pay you, upon your first written
demand declaring the Supplier to be in default under the Contract and without cavil or
argument, any sum or sums within the limit of (Amount of Guarantee)
as aforesaid, without your needing to prove or to show grounds or reasons for your demand
or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

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

Date.....20.....

Address :

.....

AFFIDAVIT

(To be submitted by bidder in ORIGINAL on non-judicial stamp paper of Rs.100/- (Rupees Hundred only) duly attested by Notary Public)

Affidavit of Mr.....S/o.....
R/o.....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s Having its Head Office/Regd. Of ficeat.....
2. That the information/documents/Experience certificates submitted by M/s.....along with the tender for.....(*Name of the work*) To HSCC are genuine and true and nothing has been concealed.
3. I shall have no objection in case HSCC verifies them from issuing authority (ies).I shall also have no objection in providing the original copy of the document (s), in case HSCC demands so for verification.
4. I here by confirm that in case, any document, information&/ or certificate submitted by me found to be incorrect/false/fabricated, HSCC at its discretion may disqualify/reject/terminate the bid/contract and also forfeit the EMD/All dues.
5. I shall have no objection in case HSCC verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal/Branch office of issuing Bank and I/We shall have no right or claim on my submitted EMD before HSCC receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect/false/fabricated, HSCC shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.
7. I hereby confirm that our firm /company has not been blacklisted/holiday list/barred/banned from tendering by any government or government agency or public sector undertaking or judicial authority/arbitration body at any time during the last five years ending last day of the month previous to the one in which the tenders are invited.

I hereby confirm that no quality related matter/court case/investigation/arbitration is pending in any project executed by us for any government or government agency or public sector undertaking or Judicial authority/arbitration body except those mentioned in litigation history mentioned at "**Form-N**".

It is also certified that I/We Shall be liable to be debarred/ disqualification/ terminated in case any information furnished by me/us is found to be incorrect.

8. The person who has signed the tender documents is our authorized representative .The Company is responsible for all of his acts and omissions in the tender.

I,....., the Proprietor/ Authorized signatory of M/s..... do hereby confirm that the content soft he above Affidavit are true to my knowledge and nothing has been concealed there from.....and that no part of it is false.

DEPONENT

Verified at.....this.....day of.....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

LITIGATION HISTORY
(On letterhead of the applicant)

Applicants should provide information of litigation history regarding Quality related Matter/ court case/ Investigation/ arbitration is pending in any project executed.

Name of Bidder/ Applicant: M/s							
Year	Name of the work/ Project	Name of the Client, with Address	Title of the court Case/ Arbitration/	Detail of the Court/ Arbitrator	Status Pending/ Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases/ arbitration	Actual Awarded Amount (Rs) in decided Court Cases/ arbitration

Authorized Signatory of bidder

"MAKE IN INDIA" Policy

CERTIFICATE

Tender Enquiry No: _____ dated. _____
Product: _____

References:

1. P-45021/2/2017-B.E-II dated. 15th June-2017,
2. P-45021/2/2017-PP(BE-II) dated. 28th May-2018 ,
3. P-45021/2/2017-PP(BE-II) dated. 29th May-2019.
4. P-45021/2/2017-PP(BE-II) dated. 04th June- 2020 ***including latest Notifications***

We hereby declare with reference to above subject and references, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we, M/s -----
-----"local supplier" meeting the requirement of minimum local content (Percentage to be mentioned) and item offered meets the local content requirement for Class I local supplier or Class II local supplier as defined in the above government notification for the goods against the above mentioned Tender Enquiry No. dt. ----- for the following items:

You are also requested to get declaration from the manufacturer confirming that offered model has --
--% items manufactured in India, along with name of the parts, manufacture's name and manufacturer's contact details including GST no.

Details of location at which local value addition will be made, is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of

Authorized Signatory

SECTION-V

Format-XI

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorised representatives)

The following Generic Drugs (Quantity mentioned against each) has/have been received in good conditions as per Label mention in Tender Documents along with a copy of inspection report and Purchase Order / Contract copy containing details of the item ordered.

1. Name of the List of items with shelf life supplied :
2. Name of the Supplier/ Manufacturer :
3. a) Quantity supplied :
b) Quantity supplied in damaged condition, if any :
4. Place of destination :
5. Name and Address of the Consignee :
along with Telephone No. & Fax No. :
7. Date of the receipt of stores by consignee :
8. Signature of the Authorized Consignee(End User) :
9. Name of Authorized person of the Signature :
10. Seal of the consignee :
11. Contract No :

SECTION - VI
Schedule of Requirement/Specification of Anti-Cancer Drugs

Sr No	Indented Medicines	Pharmaceutical Form	Unit Dose	Quantity (Nos)
1	Methotrexate IP	Tablet	2.5mg	150,000
2	Imatinib IP	Tablet	400mg	57,500
3	Imatinib IP	Tablet	100mg	7,000
4	Vinorelbine IP	Vial	20mg	7,000
5	Vinorelbine IP	Vial	30mg	7,000
6	Uromitexan IP	Vial	400mg	4,000
7	Etoposide IP	Vial	100mg	2,000
8	Fulvestrant IP	Vial/PFS	250mg	1,500
9	Calcium Folate IP	Vial/Amp	50mg	1,000
10	Vinblastine IP	Vial	10mg	1,000
11	Octreotide LAR IP	Vial	30mg	500

SECTION -VII

CHECK LIST FOR BIDDERS

(Bidders must fill-up this Section in all respects and submit with un-priced bid)

IFB No:

Sr. No	Document	Bidder's Confirmation (confirmed / not confirmed)	Page No. in the bid	Remark
1.	Bid document fee submitted.			
2.	EMD submitted along with details i.e. item no., item description, amount etc.			
3.	Bid form as per the Bid document submitted on the letter head of the company.			
4.	Manufacturer authorization form as per Format given in the Bid document on the letter head of the company.			
5.	Original copy of Power of attorney (on non- judicial stamp paper of Rs.100/-) of the signatory to the signing Bidding Document.			
6.	Copy of PAN & GST No.			
7.	Certificate of Incorporation / Declaration being proprietary firm			
8.	Compliance Statement submitted			
9.	Commercial Compliance Statement submitted			
10.	Audited Balance sheet & Profit and Loss statement (duly signed by the auditor) for the last 3 financial years with Turnover certificate			
11.	Price schedule has been filled-up strictly as per Format given in bid document.(submitted only online)			
12.	Copy of price schedule with prices blanked out has been submitted with un-priced bid			
13.	Affidavit			

Important Note:

- 1) All pages of bid submitted should be page numbered are indexed.
- 2) The bidder may also go through the check list and ensure that all the documents / confirmed listed above are enclosed in the bid and no column if left blank. If any column is not applicable, it may be filled up as NA.

Signature with Date _____
Name & Designation With Company's Seal _____

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

INTEGRITY PACT & AGREEMENT

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

BETWEEN

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

AND

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

Preamble

WHEREAS HSCC has floated the EOI (EOI No.....) (hereinafter referred to as "EOI") and intends to empanelment, under laid down organizational procedure, EOI for

..... hereinafter referred to as the "**EOI**".

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

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

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

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

Signature of Bidder


Signature of HSCC

Article 1: Commitment of HSCC

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

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

Article 2: Commitment of the Applicant(s)

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

Signature of Bidder


Signature of HSCC

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

- (c) The Applicant(s) will not commit any offence under the relevant IPC/PC Act. Further the Applicant(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by HSCC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Applicant(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Applicant(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign Principal or the foreign Principal directly could participate in a EOI but not both. It shall be incumbent on the Indian Agent and the foreign Principal to adhere to the relevant guidelines of the Government of India, issued from time to time regarding availing of services of Indian Agents for Foreign Suppliers. The Applicant(s) shall disclose details mentioned in the "Guidelines of Indian Agents of Foreign Suppliers. Also as mentioned in the Guidelines, all the payments made to Indian agent/representatives shall be in Indian Rupees only.
 - (e) The Applicant(s) will, when presenting his EOI, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the empanelment of the EOI.
 - (f) Applicant(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEM(s) and shall wait for their decision in the matter.
3. The Applicant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 4. The Applicant(s) will not, directly or through any other person or firm indulge in fraudulent practice, wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of HSCC's interests.
 5. The Applicant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to

Signature of Bidder


Signature of HSCC

influence their participation in the EOI process).

Article 3: Consequences of Breach

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

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

Article 4: Previous Transgression

1. The Applicant declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the EOI process.
2. If at any point of time during the EOI Process or after the empanelment of EOI, it is found that the Applicant has made an incorrect statement on this subject, he can be disqualified from the EOI process or terminate/determine the EOI, if already executed or action can be taken for banning of business dealings/ holiday listing of the Applicant as deemed fit by HSCC.
3. If the Applicant can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, HSCC may, at its own discretion, revoke the exclusion prematurely.

Signature of Bidder


Signature of HSCC

Article 5: Equal Treatment of all Applicants

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

Article 6- Duration of the Pact

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

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

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

1. HSCC shall appoint competent and credible Independent External Monitor, nominated by the Central Vigilance Commission, for this pact in case of all works with estimated cost in excess of Rs.5 crores. The task of the Monitor is to review independently and objectively, the cases referred to it to assess whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only who shall be nominated by the MD, HSCC. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid monitor.
3. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor shall report to

Signature of Bidder


Signature of HSCC


MD, HSCC.

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

Article 8- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Registered Office of HSCC, i.e., New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Applicant is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

Signature of Bidder


Signature of HSCC

4. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by HSCC in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.
6. In view of the nature of the Integrity Pact, the Integrity Pact is irrevocable and shall remain valid even if the contract is terminated till the currency of the Integrity Pact.

Article 9- LEGAL AND PRIOR RIGHTS

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

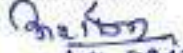
IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

 (For and on behalf of Principal)

(For and on behalf of Applicant)

WITNESSES:

1 

 (Signature, name and address)

2
 (Signature, name and address)

Place:
 Dated:

Signature of Bidder


Signature of HSCC