

**PROCUREMENT OF MEDICINES AND CONSUMABLES FOR
MOZAMBIQUE
NATIONAL COMPETITIVE BIDDING: e-Bidding Basis**

**Tender No. HSCC/PUR/MEA-Mozambique /MEDICINES /2025/123
dated 27.08.2025**

**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>

Tel: 0120-2542436-40

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cpg-group@hsccltd.co.in,

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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 No. HSCC/PUR/MEA-Mozambique /MEDICINES /2025/123 Dated 27.08.2025

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 Procurement of Medicine and Consumables to Mozambique as per the details mentioned following:

a.) List details as under:

SI No.	Description	Generic Form	Qty (Nos)
1	Dexamethasone 4mg/ ml inj	Vial/Inj	1,30,679
2	Hydrocortisone 100 mg inj	Injection/Vial	1,95,500
3	Salbutamol 5mg/2,5ml	Unit, nebulization	11,893
4	Filgastrim (300 mcg/ml)	injectable	1,010
5	Piperacillin Tazobactam 4g+0.8g	injectable	3,567
6	Ceftazidime, injectable (1g/vial)	injectable	1,607
7	Cyclophosphamide 50mg	Tablets	12,020
8	Cyclophosphamide (500 mg)	injectable	8,243
9	Dactinomycin (Actinomycin D) 0.5mg	injectable	2,500
10	Mercaptopurine 50mg	Tablets	7,000
11	Methotrexate 2.5mg	Tablets	38,500
12	Methotrexate 50mg/2mL	injectable	10,000
13	Cisplatin 50mg/50ml	injectable	2,592
14	Hydroxycarbamide (Hydroxyurea) (500mg)	Tablets	19,362
15	Adrenaline; 1mg/ml. (1:1000); injectable	injectable	31,706
16	Diclofenac 75mg/3mL	injectable	1,88,159
17	Isoflurane liq volatile	Liq. volatile	1,520
18	Sevoflurane 100% v/v Bottle 250 mL liquid	Bottle	1,449
19	Thiopental 1g/20m	injectable	23,791
20	Bupivacaine+Dextrose (5+75)mg	injectable	85,720
21	Lidocaine Adrenaline carpule 0.2%	injectable	1,38,465
22	Neostigmine 0.5mg/mL	injectable	94,930
23	Iodopovidone 10% solution	Bottle	68,400

24	Plaster Bandage: 7.5cmx3m	Roll	1,07,083
25	Plaster Bandage: 15cm X 3m	Roll	1,05,533
	List of priority medical and surgical supplies		
26	Surgical gloves No. 7.5	Nos	3,81,560
27	Observation gloves size L	Nos	20,06,171
28	Endotracheal tubes with cuff 6.5	Nos	5,000
29	Endotracheal tubes with cuff 7.0	Nos	5,000
30	Endotracheal tubes with cuff 7.5	Nos	5,000
31	Enzymatic product 5-liter bottle	Bottle	1,500
32	Disposable hospital shoe protectors, blue or plainities	Nos	20,000
33	Disposable aprons	Nos	40,000

* Quantities or Items may vary at the time of Placement of NOA as per requirement of Client.

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 downloading 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 <https://hsc.enivida.com> and CPP Portal www.eprocure.gov.in. Bid Documents may be downloaded as per details given from <https://hsc.enivida.com>. The cost of the Bid Document fees is Rs. **5,900/-** (Rupees Five Thousand Nine Hundred Only) 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>. 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, failing which the bid would be rejected.

Prospective bidders are advised to regularly visit through HSCC e-tender portal <https://hsc.enivida.com>, HSCC website <http://www.hsccltd.co.in> & CPP Portal <https://eprocure.gov.in/epublish/app> as corrigendum/amendments etc., if any, will be notified on this portal only and not be published anywhere else.

(-sd-)
GM (Proc.)
HSCC (India) Limited

(b.) **Tender No. HSCC/PUR/MEA-Mozambique /MEDICINES /2025/123 Dated 27.08.2025**

Sr. No.	Description	Schedule
i.	Dates for availability of tender documents	From 28.08.2025 to 31.08.2025
ii.	Submission of tender document online & Hard copy	https://hssc.enivida.com/ HSCC (India) Ltd., Plot No.6-A, Block-E, Sector-1, Noida (U.P)-201301, India.
iii.	Pre Tender Meeting Date & Time	NA
iv.	Tender Fees	5,900/- (Incl. GST)
v.	EMD/ Bid Security	Rs. 14,92,000/-
vi.	Pre Tender Meeting Venue & Link	NA
vii.	Last date & time of submission of Online Tender	Upto 12:00 hrs. on 31.08.2025
viii.	Date & Time of Opening of Technical Tender	At 12:30 hrs on 31.08.2025
ix.	Venue of Opening of Techno Commercial Tender	Online

The offers submitted by email shall not be considered. No correspondence will be entertained in this matter. The Firm who are registered with **National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) / MSME (Micro & Small-OEM Only) & 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 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, Affidavit (Format-VIII), Earnest Money Deposit/Valid EMD Exemption Certificates must be delivered to the tender box in a sealed envelope addressed to 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, Affidavit (Format-VIII) and 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://hssc.enivida.com> for corrigendum/ amendments etc., if any, as these there no separate advertisement for them

(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 visit through HSCC e-tender portal <https://hsccltd.co.in>, HSCC website <http://www.hsccltd.co.in> & CPP Portal <https://eprocure.gov.in/epublish/app> as corrigendum/amendments etc., if any, will be notified on this portal only and not be published anywhere else.

General Manager, (PROC-HOD)

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

Section-I
BID DOCUMENTS
(Terms and Conditions)

1. Bid Document Fee : Nil

EMD/Bid Security Amount: ₹ 14,92,000/- issued DD/Bank Guarantee(As per format- VI), in favor of HSCC (India) Ltd. of any nationalized bank valid up to 180 days from original date of bid submission or for The Firm who are registered with MSME (Micro & Small- OEM only) & 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 outrightly rejected.),,

2. Price Bid- As per PRICE Schedule A/BOQ to be filled in Online only as per Format-II

3. Statutory Variation - As per 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 to be quoted- Details as given in above list of details (a):

5. Bid Validity- 180 days from the original date of bid submission.

6. Amount of Performance Security: Within 2 days of the date of notification, 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 favor of HSCC (India) Ltd. payable at Noida or New Delhi from a Nationalized/Scheduled bank valid for 18 months from the issue of Notification of Award/Award Letter.

Failure of the successful Bidder to comply with the requirement of 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.

7. Preliminary Examination: The Bid Form (Format-I), Affidavit (Format-VIII) with form-N, Complies Statement/Unprice BOQ (Format-V) 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.

Evaluation Criteria: Bidder not quoting all items shall be treated as non-responsive. 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..**

8. Delivery and Supply:

Delivery time shall be 3 days from the date of NOA, to the GOA Sea Port in India. Bidders shall be responsible to provide End to End solution for Supply, Inspection, Insurance, Freight, Local Transportation & Handling, Custom Clearance, Handing-over, Loading, unloading etc to the GOA Sea Port. Onward send the consignment via Indian Coast Guard vessel.

9. Insurance: 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.

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 supplier's risk until delivery and acceptance at designated consignee place. The claimant of the insurance shall be HSCC (I) Ltd., Noida.

10. Payment Terms: The amount towards the cost of items and transportation charges & other administrative costs as per BOQ/NOA (Including of 3rd party inspection cost, Packaging, ground handling, insurance, documentation & handover etc) would be released upon successful completion of delivery, Installation & commissioning(if required) and submission of bill along with 3rd party inspection agency passed test reports of all items and proofs of successful delivery & hand over in good condition at the designation of consignee site.

11. PAYMENT:

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 items and local transportation charges be released upon successful completion of delivery & handover and submission of bill and vouchers along with required documents of respective items delivery in good condition at the designation consignee duly certified by authorized personnel of consignee/MEA.

The release of payment is to be made in terms of **30%** advance against submission of Bank Guarantee, **40%** on delivery confirmation receipt, & remaining **30%** on final acceptance of items by MEA/Consignee (In case of Drugs/consumables or items where installation not applicable) as per NOA/LOA. 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. Consignee receipt/Proof of successful delivery & handover
5. Copy of 3rd party inspection/HSCC Inspection reports, if required
6. Original Invoice
7. Packing list
8. Pre-dispatch Inspection Certificate issued by HSCC/MEA
9. Copy of Airway bill/Bill of landing/Challan
10. Transportation Invoice

12. Liquidated Damages: 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, 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 the contract. The Time taken for HSCC approval/ **MEA** approval /Consignee or local statutory approval/CDSO/ Custom/ inspection call by supplier to issue of Dispatch Clearance/note by HSCC will not be counted for the delivery period, and site not ready/ site not handed over will not be counted for the installation period.

13. Qualification Criteria:

- a. Bidders should have the following experience of satisfactory completed supply/delivery of **Medicines/Vaccines/Pharma Product/Active Pharmaceutical Ingredient** anywhere in India/Abroad during last 5 year ending previous day of last submission of tender
 - i. One single order not less than **Rs. 5.97 Cr.** of Medicines/Vaccines/Pharma Product/Active Pharmaceutical Ingredient **Or**
 - ii. Two orders each not less than **Rs 4.47 Cr.** of Medicines/Vaccines/Pharma Product/Active Pharmaceutical Ingredient **Or**
 - iii. Three order each not less than **Rs. 2.98 Cr.** of Medicines/Vaccines/Pharma Product/Active Pharmaceutical Ingredient.

The bidders shall furnish "End User Certificates/Client Certificates/Consignee Receipt with PO "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. In case the work experience is of Private sector, the completion certificate shall be supported with copies of Letter of Award, Agreement, Bill of Quantities, Certified Copy of Bills and copies of Corresponding TDS Certificates. Value of work will be considered commensurate with the value of TDS Certificates.

- b. Both Bidder and quoted manufacturer 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 notarized.
- c. Average annual financial turnover of bidder in last three financial years should be **Rs. 3.73 Cr.** Annual report of last 3 consecutive financial ending 31st March, 2024. Balance sheet and Profit & Loss Account duly audited and signed by auditor should be submitted.
- d. Net worth of the Bidder /firm as on last day of the proceeding financial year i.e. FY 2023- 24 should be positive.
- e. Submission of Bid Form as per Format-I
- f. Bidder not quoting all items shall be treated as non-responsive.
- g. The bidder has to submit a pre-signed integrity pact (As per format-IX) duly signed and stamped.
- h. Th Purchaser reserves the right to relax the Norms on Prior Experience & Turnover for Start-up and Micro& Small Enterprises (only OEM) in Public Procurement.

The Start-ups are defined below of the "Action Plan for Start-ups in India The same is available on the website of Department of Industrial policy and Promotic (DIPP), Ministry of Commerce & Industry.

Note: Definition of Start-up (only for the purpose of Government schemes) (Ref:Ministry of Finance Office Memorandum No. F.20/2/2014-PPD(Pt.) dated 25th July 2016.

14. Packing during supply:

The primary and secondary packing of the equipment item/drugs should confirm the standards as per schedule P of D & C Act 1940 & Rules 1945 or as per the market standard and be reinforced with thermocol buffing, poly wrapped and palletized enough to withstand the transport process. Packing should be minimum virgin 5 ply carton (7ply carton for liquid items) and poly wrapped in white sheet enough to withstand transport stress. The packaging should be good enough to protect the rough transportation etc. (as suitable for air/sea transportation) for all material & accessories with banner and sticker mentioning that **"Gift from People and the Republic of Government of India" and printed on tertiary packing boxes. The container in addition to the relevant details about the items. A Sticker of the Nation Flag of India of the appropriate size should also be affixed on the containerized unit. The aesthetic of the packaging should be good and ideal for gifting.** During the course of storage and export, the required temperature i.e 2 deg C to 8 deg C for cold storage items and 15deg C to 28 deg C for non- cold chain items should be maintained along with other with other relevant guideline for the transport as per requirement of supplied items.

15. Warranty: As per market standards, if applicable.

16. Testing of Drugs- Quality Control/Inspection:

Regular and random testing of drugs will be undertaken from Govt. /Govt. approved laboratories at any time during the shelf life or whenever any defect is noticed.

The report of own factory (COA)or / Govt. approved laboratory shall be accepted

If any store / stores supplied against this Contract acceptance of tender are found to be Not of Standard Quality on test analysis from Govt. / Govt. approved laboratory, tenderer will be liable for consignment against the particular invoice irrespective of fact that part or whole of the supplied stores may have been consumed.

If the product is found to be not of standard quality, the cost of testing should be recovered from the supplier and payment recovery will be made from the vendor at any time.

The material before dispatch, will be inspected by MEA representative/HSCC/3rd party agency (If any) and the expenditure will be borne by Bidder.

17. For Dispatch Clearance of Items

Dispatch Clearance for goods: To issue dispatch note, supplier/manufacture is to furnish the following documents and send **original hard copy to HSCC office and soft copy by email:**

- i. Editable invoice & Packing list
- ii. Non-Dangerous Certificate (Declaration on non-dangerous items etc)
- iii. Certificate of Analysis (COA)(for Durgs/vaccines)/ inspection report for other items like consumable/ equipment.
- iv. Self-declaration certificate stating that items under supply are of standard quality and brand new.
- v. Bidder shall be fully responsible for any harms to human.
- vi. Manufacture Authorization
- vii. Valid Manufacturing License/ Registration certificate/ Drug License
- viii. Approved Valid Drugs License with Product permission.
- ix. The Product should have WHO-GMP for Medicine /drugs only.
- x. CHA Address details

18. Shelf life of Vaccines/Medicines:

The delivery of the consignment must ensure that **at the time of dispatch**, the remaining shelf-life should be **at least 60%** and should confirm to the standards of product specifications as indicated in the official pharmacopeia/ CE/ any other official standards/ market standards. The entire essential conditions including shelf-life, testing, packaging (primary & secondary), Labelling, storage conditions, etc shall be as per the schedules described in D & C Act 1940 and Rules 1945/ MDR 2017.

19. Other Conditions –

1. The manufacturer of supplied medicine and consumables should have valid Manufacturing License, valid product permission and valid WHO-GMP certificate under D&C Act 1940 & Rules 1945/ MDR 2017 and/ or other relevant statutory certification.
2. The MEA/HSCC/Consignee reserves the right to audit/inspection and bidder shall facilitate for the same at any point of time.
3. Bidder has to keep the specific requirements as may be applicable to the consignee's country. Successful Bidder has to inform HSCC/MEA 15days prior to the delivery date for obtaining import clearance from the host government, if any.
4. The export of goods or services is considered as zero-rated supply, hence GST is not levied on export of any kind of goods or services.
5. Any penalty, if imposed by the MEA on HSCC for delay/non-compliance, will be charged on a back-to-back basis to the supplier.
6. Post dispatch inspection, **if required at the consignee site**, all expenditure to be borne by the supplier for the same.
7. The delivered items at consignee sites are in good condition and as per the NOA/Tender. At any time after the order for supply of materials, The HSCC/MEA shall for any reason whatsoever not require the whole or part of the quantity, thereof as specified in the NOA/LOA, the HSCC/MEA shall give notice in writing of the fact to the supplier(s) who shall have no claims to any payment of compensation whatsoever on account of any profit or advantage which the supplier(s) might have derived from the supply of articles in full, but which did not derive in consequence of the full quantity of articles not having been purchased, nor shall have any claim for compensation by reasons of any alternation having been made in the original instructions which shall invoice any curtailment of the supply originally contemplated.
8. The required consumables for all items should be supplied as standard for smooth operations. Supplier shall undertake to ensure that confidentiality of any/all information and documents relating to purchase order given to them or their representative by either Ministries or Government of consignee's country or its stakeholders, during the course of supply of fully protected.
9. Price escalation clause will not be entertained under any circumstances. If the successful bidder fails to supply any quoted item, they will be blacklisted/debarred from participating in any HSCC tenders for two years. However, in cases of unforeseen circumstances beyond the bidder's control, the bidder must immediately notify HSCC in writing, stating the reasons for non-supply. HSCC will review the same on merits and it will be dealt as per terms of the tender.

10. Undertaking for liability clause and declaration of the source of procurement etc., if procured from major companies to be submitted.
11. The manufacturing license No. of the manufacturer and address are mandatory to be printed on the labels of the medicines which can be verified.

20. Disqualification Clause:

All the bids submitted by the bidders having common directors shall be summarily rejected without assigning any reason thereof by HSCC. In this regard an Undertaking format is enclosed along with the tender document. In failure to fully and truthfully disclose such relationships in said undertaking may result following (but not limited to):

Rejection of our bid and/or

Blacklisting from future tenders and/or

Forfeiture of EMD or Bid Security and/or

Reporting to the appropriate authority, including the CCI.

In view of the above, all bidders have to submit an undertaking regarding declaration on Collusion and Related Entity Participation as per the enclosed format at section V

21. Independent External Monitors

In respect of this project, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program.

The Independent External Monitor(s) (IEMs) have been appointed by HSCC in terms of Integrity Pact (IP)-Section 7, which forms part of the tenders/Contracts. The contact details of the Independent External Monitor (s) are posted on the HSCC's website link <http://hsccltd.co.in/images/pdf/IntegrityPact.pdf>

This panel is authorized to examine / consider all references made to it under this tender in terms of Integrity Pact. The Independent External Monitors (IEMs) shall review independently, the cases referred to them to assess whether and to what extent the parties concerned comply with the obligations under the Integrity Pact entered into between HSCC and Contractor.

The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors etc. with confidentiality

22. Additional Terms & Condition :

Supplier shall procure items as per quality standards and other mandatory requirements as prescribed by MoHFW, Govt. of India and other appropriate regulatory bodies. The consignment must be accompanied by all relevant export and quality related certificates. Supplier must ensure packing suitable for cargo handling/ export by air and branding of tertiary packaging as per GOI standards. Supplier shall ensure that the items being supplied are WHO- GMP and quality assurance shall be ensured either by testing in government/government- accredited laboratories or based on test reports given by the manufacturers.

Supplier shall to ensure the maximum shelf life of the medicines.

Supplier shall ensure that the supplies are procured and dispatched as per the agreed list and delivery schedule ensuring that all pre-shipment requirements such as inspections regarding the consignment's export-worthiness etc. are completed and will provide a certificate thereof along with details such as date of manufacture, date of expiry, batch number, strength, details of packaging, number of cartons and approximate weight etc. to MEA.

Packaging: Packaging should have "Gift from the people and Government of India" printed on the tertiary packing boxes in addition to relevant details about the contents. A sticker of the National Flag of India of the appropriate size should also be affixed.

Consignee Name: Dr. (Ms.) Leia Monteiro

Director

Central Department of Medicines and Medical Material (CMAM)

Avenida de Mocambique

Bairro do Zimpeto no. 847 Maputo

The shipment will be sent through Mocambique national carriers. PoC for the same will be shared in due course, for onward coordination and scheduling.

Supplier shall ensure completion of all requisite formalities- pre-dispatch inspection, documentation, insurance etc., keeping in view specific requirements as may be applicable in Mocambique. Supplier shall also ensure that the requisite clearances. NOCs from the concerned Indian authorities are processed well in time.

Supplier shall ensure proper packaging of the medical aid prior to dispatch.

Supplier is required to take immediate necessary action as per the above instructions.

The export of goods and services is considered as a zero-rated supply; hence, GST is not levied on the export of any kind of goods or services.

23. Technical Specification :

SI No.	Description	Generic Form	Qty (Nos)
1	Dexamethasone 4mg/ ml inj	Vial/Inj	1,30,679
2	Hydrocortisone 100 mg inj	Injection/Vial	1,95,500
3	Salbutamol 5mg/2,5ml	Unit, nebulization	11,893
4	Filgastrim (300 mcg/ml)	injectable	1,010
5	Piperacillin Tazobactam 4g+0.8g	injectable	3,567
6	Ceftazidime, injectable (1g/vial)	injectable	1,607
7	Cyclophosphamide 50mg	Tablets	12,020
8	Cyclophosphamide (500 mg)	injectable	8,243
9	Dactinomycin (Actinomycin D) 0.5mg	injectable	2,500
10	Mercaptopurine 50mg	Tablets	7,000
11	Methotrexate 2.5mg	Tablets	38,500
12	Methotrexate 50mg/2mL	injectable	10,000
13	Cisplatin 50mg/50ml	injectable	2,592
14	Hydroxycarbamide (Hydroxyurea) (500mg)	Tablets	19,362
15	Adrenaline; 1mg/ml. (1:1000); injectable	injectable	31,706
16	Diclofenac 75mg/3mL	injectable	1,88,159
17	Isoflurane liq volatile	Liq. volatile	1,520
18	Sevoflurane 100% v/v Bottle 250 mL liquid	Bottle	1,449
19	Thiopental 1g/20m	injectable	23,791
20	Bupivacaine+Dextrose (5+75)mg	injectable	85,720
21	Lidocaine Adrenaline carpule 0.2%	injectable	1,38,465
22	Neostigmine 0.5mg/mL	injectable	94,930
23	Iodopovidone 10% solution	Bottle	68,400
24	Plaster Bandage: 7.5cmx3m	Roll	1,07,083
25	Plaster Bandage: 15cm X 3m	Roll	1,05,533
	List of priority medical and surgical supplies		
26	Surgical gloves No. 7.5	Nos	3,81,560

27	Observation gloves size L	Nos	20,06,171
28	Endotracheal tubes with cuff 6.5	Nos	5,000
29	Endotracheal tubes with cuff 7.0	Nos	5,000
30	Endotracheal tubes with cuff 7.5	Nos	5,000
31	Enzymatic product 5-liter bottle	Bottle	1,500
32	Disposable hospital shoe protectors, blue or plainities	Nos	20,000
33	Disposable aprons	Nos	40,000

* Quantities may vary at the time of Placement of NOA as requirement of Client.

SECTION-II
BID FORM (**Format-I**)

Gem No & dated To:

(Name and address of P.....)

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 & handover 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 5% 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 the 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.

We also confirm to abide by this tender up to the aforesaid period and this tender may be accepted at any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry. We confirm that we do not stand deregistered /banned/blacklisted by any Govt. Authorities.

We fully agreed to all terms and conditions specified in this bid document/tender, including amendment/ corrigendum issued till the opening of the bid and withdrew all conditional terms if anywhere mentioned in our bid. Whenever there is a conflict, the tender form acceptance shall prevail.

We hereby certify that all information and documents submitted by us in this tender are true to the best of our knowledge and belief and that nothing material has been concealed. We are solely responsible for its accuracy. In case, at any stage, any of the information/ document is found to be false, the Purchaser shall have the full right to reject my bid/ cancel the purchase order and/or stop payment / recover the liabilities, if any, from our balance payment/performance security etc. The manufacturer and /or the manufacturer's authorised agent shall be jointly and severally liable to perform all the contractual obligations under the agreement.

Name Designation
Signed and sealed

Format -II

SCHEDULE – A, PRICE SCHEDULE/BOQ

SI No.	Description	Generic Form	Qty (Nos)	Unit cost (Excl. GST) Rs.	Total cost Excl. GST)
1	Dexamethasone 4mg/ ml inj	Vial/Inj	1,30,679		
2	Hydrocortisone 100 mg inj	Injection/Vial	1,95,500		
3	Salbutamol 5mg/2,5ml	Unit, nebulization	11,893		
4	Filgastrim (300 mcg/ml)	injectable	1,010		
5	Piperacillin Tazobactam 4g+0.8g	injectable	3,567		
6	Ceftazidime, injectable (1g/vial)	injectable	1,607		
7	Cyclophosphamide 50mg	Tablets	12,020		
8	Cyclophosphamide (500 mg)	injectable	8,243		
9	Dactinomycin (Actinomycin D) 0.5mg	injectable	2,500		
10	Mercaptopurine 50mg	Tablets	7,000		
11	Methotrexate 2.5mg	Tablets	38,500		
12	Methotrexate 50mg/2mL	injectable	10,000		
13	Cisplatin 50mg/50ml	injectable	2,592		
14	Hydroxycarbamide (Hydroxyurea) (500mg)	Tablets	19,362		
15	Adrenaline; 1mg/ml. (1:1000); injectable	injectable	31,706		
16	Diclofenac 75mg/3mL	injectable	1,88,159		
17	Isoflurane liq volatile	Liq. volatile	1,520		
18	Sevoflurane 100% v/v Bottle 250 mL liquid	Bottle	1,449		
19	Thiopental 1g/20m	injectable	23,791		
20	Bupivacaine+Dextrose (5+75)mg	injectable	85,720		
21	Lidocaine Adrenaline carpule 0.2%	injectable	1,38,465		
22	Neostigmine 0.5mg/mL	injectable	94,930		
23	Iodopovidone 10% solution	Bottle	68,400		
24	Plaster Bandage: 7.5cmx3m	Roll	1,07,083		
25	Plaster Bandage: 15cm X 3m	Roll	1,05,533		
	List of priority medical and surgical supplies				
26	Surgical gloves No. 7.5	Nos	3,81,560		
27	Observation gloves size L	Nos	20,06,171		
28	Endotracheal tubes with cuff 6.5	Nos	5,000		
29	Endotracheal tubes with cuff 7.0	Nos	5,000		
30	Endotracheal tubes with cuff 7.5	Nos	5,000		
31	Enzymatic product 5-liter bottle	Bottle	1,500		
32	Disposable hospital shoe protectors, blue or plainities	Nos	20,000		

33	Disposable aprons	Nos	40,000		
	Grand Total Price				

* Quantities may vary at the time of Placement of NOA as requirement of Client.

Note:

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

The Quoted price shall be inclusive of Packing & Forwarding, Loading/ unloading/Local Transportation (up to Indian Port)/Incidental Costs/Insurance & Installation & commission & handover (if required) etc. Nothing extra shall be payable.

Bidder not quoting all items shall be treated as non-responsive.

The Export of Goods and services is considered as a zero-rated supply. Hence GST is not levied on export of any kind of goods or services.

Signature of the Bidder: Name:

Date & Place: Business Address: Seal of Bidder

Format-III
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 of this document.

Format-IV

CONTRACT FORM

Tender No.....Date.....

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 :

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in
the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz. :

the Bid No. ...

Bid Form and the Price Schedule submitted by the Bidder;

the Schedule of Requirements;

the Technical Specifications;

the Purchaser's Notification of Award.

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.

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 : ____

Format-V

Un-price BOQ/Complies statement

SI No.	Description	Generic Form	Qty (Nos)	Manufacture Name/Origin of Country	Shelf life	Confirmation of Quotation
1	Dexamethasone 4mg/ ml inj	Vial/Inj	1,30,679			
2	Hydrocortisone 100 mg inj	Injection/Vial	1,95,500			
3	Salbutamol 5mg/2,5ml	Unit, nebulization	11,893			
4	Filgastrim (300 mcg/ml)	injectable	1,010			
5	Piperacillin Tazobactam 4g+0.8g	injectable	3,567			
6	Ceftazidime, injectable (1g/vial)	injectable	1,607			
7	Cyclophosphamide 50mg	Tablets	12,020			
8	Cyclophosphamide (500 mg)	injectable	8,243			
9	Dactinomycin (Actinomycin D) 0.5mg	injectable	2,500			
10	Mercaptopurine 50mg	Tablets	7,000			
11	Methotrexate 2.5mg	Tablets	38,500			
12	Methotrexate 50mg/2mL	injectable	10,000			
13	Cisplatin 50mg/50ml	injectable	2,592			
14	Hydroxycarbamide (Hydroxyurea) (500mg)	Tablets	19,362			
15	Adrenaline; 1mg/ml. (1:1000); injectable	injectable	31,706			
16	Diclofenac 75mg/3mL	injectable	1,88,159			
17	Isoflurane liq volatile	Liq. volatile	1,520			
18	Sevoflurane 100% v/v Bottle 250 mL liquid	Bottle	1,449			
19	Thiopental 1g/20m	injectable	23,791			
20	Bupivacaine+Dextrose (5+75)mg	injectable	85,720			
21	Lidocaine Adrenaline carpule 0.2%	injectable	1,38,465			
22	Neostigmine 0.5mg/mL	injectable	94,930			
23	Iodopovidone 10% solution	Bottle	68,400			
24	Plaster Bandage: 7.5cmx3m	Roll	1,07,083			
25	Plaster Bandage: 15cm X 3m	Roll	1,05,533			

	List of priority medical and surgical supplies					
26	Surgical gloves No. 7.5	Nos	3,81,560			
27	Observation gloves size L	Nos	20,06,171			
28	Endotracheal tubes with cuff 6.5	Nos	5,000			
29	Endotracheal tubes with cuff 7.0	Nos	5,000			
30	Endotracheal tubes with cuff 7.5	Nos	5,000			
31	Enzymatic product 5-liter bottle	Bottle	1,500			
32	Disposable hospital shoe protectors, blue or plainities	Nos	20,000			
33	Disposable aprons	Nos	40,000			

Format-VI

BANK GUARANTEE FORM FOR EMD

To,

HSCC (I) Limited
E 6(A), Sector 1, Noida

GeM NoBG no. with date
Dated Amount Rs.
Validity

Whereas ____ (hereinafter called the "Tenderer") has submitted its quotation dated ____
for the supply of ____ (hereinafter called the "tender") against the purchaser's tender enquiry No. ____
____ Know all persons by these presents that we ____ of
____ (Hereinafter called the "Bank") having our registered office at ____ are
bound unto ____ (hereinafter called the "Purchaser") in the sum of
____ for which* payment will and truly to be made to the said Purchaser, the Bank binds itself, 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:
If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of
validity of this tender.
If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its
validity:-

fails or refuses to furnish the performance security for the due performance of the contract. or
fails or refuses to accept/execute the contract. or
if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We also agree that your decision as to whether the Bidder has committed any breach or non- observance of the
terms and conditions of the said Tender shall be final and binding on us.

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 the two conditions, specifying the occurred
condition(s).

This guarantee will remain in force for a period of **180 days** after the period of tender validity and any demand in
respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Format-VII

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 :

.....

Format-VIII
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 of the 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)

Format-X
AFFIDAVIT/UNDERTAKING

Tender NO.& date

We have read and understood all the instructions and all the terms and conditions contained in the TE document.
We have a valid WHO-GMP and drug manufacturing license for drugs and which shall be valid up to final acceptance by the Consignee.

We fully agree to all the terms and conditions of the TE document, including SIT, SCC, amendment/ corrigendum, and technical specification issued till the opening of the bid. In case, anywhere, any conditional terms are found in our bid, the same shall be treated as deleted/cancelled/ withdrawn from our bid. Whenever there is a conflict, the acceptance of all terms and conditions of TE document in the tender form/ bid form/affidavit shall prevail only.

We (manufacturer and /or manufacturer authorised agent) shall be jointly and severally liable to perform all contractual obligations under the agreement. We (manufacturer and /or manufacturer authorised agent) confirm that we do not stand deregistered/ banned/ blacklisted/ debarred by any Govt. Authorities in India.

We hereby confirm and certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organisation(s)/PSU(s) during the last one year and shall provide the justification for the reasonableness of our offered price whenever asked during evaluation of our submitted bid.

We hereby certify that all information and documents submitted in this tender are true to the best of our knowledge and belief and that nothing material has been concealed/ misrepresented. We are solely responsible for its accuracy.

In case, at any stage, any of the information/ document is found to be false/ misrepresentation, we (manufacturer and /or manufacture authorised agent) shall be fully liable and the purchaser/HSCC shall have full right to reject my bid/ cancel the purchase order and/or stop payment / recover the liabilities/ loss if any, from our balance payment /EMD/ performance security etc. We are liable for any action as deemed fit by the purchaser/HSCC in addition to forfeiture of the earnest money/ performance security.

We are fully agreed all the terms and conditions of the TE document, including amendment/ corrigendum /technical specification issued till the opening of bid. In case, anywhere any conditional terms are found in our bid, the same shall be treated as deleted/cancelled/ withdrawn from our bid. Whenever there is a conflict, the acceptance of all terms and conditions of the TE document in the tender form/ bid form/affidavit shall prevail only.

Signature:

Name:

Designation Seal:

Note:

The original copy of the Affidavit is to be submitted as instructed in the tender.
The original document, duly signed and stamped, is to be scanned & uploaded
To be submitted on non-judicial stamp paper

"Form-N"

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

SECTION-III

CONSIGNEE RECEIPT CERTIFICATE/HANDOVER CERTIFICATE

(To be given by consignee's authorized representatives)

The following items (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.

Name of the items supplied/handover :

Name of the Supplier/ Manufacturer :

a) Quantity supplied/handover :
Quantity supplied in damaged condition, if any
Place of destination :

Name and Address of the Consignee : along with Telephone No. & Fax No.

Date of the receipt/handover by consignee :

Signature of the Authorized Consignee(End User) :

Name of Authorized person of the Signature :

Seal of the consignee :

Contract No :

"Form – F" (GENERAL INFORMATION)

	Name of Applicant/Company	
	Address for correspondence	
	Official e-mail for communication	
	Contact Person: Telephone Nos. Fax Nos.	
	Type of Organization: An individual A proprietary firm A firm in partnership (Attach copy of Partnership)	
	Place and Year of Incorporation	
	Name of Directors/ Partners/ Proprietor/ Owner in the organization	
	Name(s) and Designation of the persons , who is authorized to deal with HSCC (Attach copy of power of Attorney)	
	<u>Bank Details :</u> Name of Applicant/Company Name of Bank : Address of Bank Branch : Account No. :RTGS, IFS Code. : (The bidder shall submit their Bank A/c Cancelled - Cheque copy along with this Form-F)	

Signature of Organization & Stamp:-

SECTION -IV

CHECK LIST FOR BIDDERS

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

Sr. No	Document	Bidder's Confirmation (confirmed / not confirmed)	Page No. in the bid	Remarks
	Hard copy original			
1	EMD submitted along with details			
2	EMD exempted certification (if)			
3	Tender fee			
4	Affidavit as per Format-VIII			
	Online Bid			
4	Bid form as per format-II			
5	Original copy of Power of attorney (on non- judicial stamp paper of Rs.100/-) of the signatory to the signing Bidding Document.			
6	Integrity Pact as per Format- IX			
7	form-N			
8	Copy of PAN & GST No.			
9	Certificate of Incorporation / Declaration being proprietary firm			
10	Performance Statement			
11	Audited Balance sheet and Profit & Loss Account duly audited and signed by auditor for FY2021-22, FY2022-23 & FY2023-24 & Turnover certificate to be submitted by bidder and the net worth of the Bidder firm should not be negative on last day of the preceding financial Year i.e. 2023-24.			
12	Form-F			
14	Affidavit/ Undertaking format-X			
13	Price schedule has been filled-up strictly as per Format given in bid document. (Submitted only online)			
14	Section V as per format			

Important Note:

All pages of bid submitted should be page numbered and indexed.

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 is left blank. If any column is not applicable, it may be filled up as NA.

Signature with Date____Name & Designation with Company's Seal

Section – V

UNDERTAKING

(To be submitted by bidder on its company letterhead)

Tender no. No. & date

Subject: Declaration on Non-Collusion and Related Entity Participation HSCC (India) Ltd.

(A Govt. of India Enterprises) E-6(A), Sector-1,
Noida, U.P. – 201301

We are submitting our bid for [Tender Name / ID] in our own name and not in collusion with any other bidder.
We have not entered into any agreement or understanding with any other bidder, directly or indirectly, to influence the bidding process.

We hereby declare that we (tick the appropriate option):

- () Do not have any common director/partner/beneficial owner with any other bidder.
() Have common director/partner/beneficial owner with the following entity(ies): Name of Entity: _____

Director/Partner in Common: _____ Nature of Relationship: . (Attach additional sheet if required)

We understand that failure to fully and truthfully disclose such relationships may result following (but not limited to):

- Rejection of our bid and/or
- Blacklisting from future tenders and/or
- Forfeiture of EMD or Bid Security and/or
- Reporting to the appropriate authority including the CCI.

We declare that the information provided above is true and correct to the best of our knowledge and belief.

Authorized Signatory

(Signature, Name, Designation, Date) (On Company Letterhead with Seal)

INTEGRITY PACT

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

Format-IX

Sub: NIT No. Bid No. (

5 for the work I

Dear Sir,

It is here by declared that HSCC is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the HSCC.

Yours faithfully



General Manager
HSCC (India) Ltd.

INTEGRITY PACT

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

Sub: NIT No. Bid No. C

25 for the work

Dear Sir,

I/We acknowledge that HSCC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by HSCC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, HSCC shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)



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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20

BETWEEN

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

AND

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

Preamble

WHEREAS the Principal has floated the Tender (NIT No.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for the work
.....
....." hereinafter referred to as the "**Contract**".

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

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

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

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

Article 1: Commitment of the Principal

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

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal, personally or through family members or through any other channel, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s)

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confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- (c) The Principal shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees, Contractor(s) and/or bidder(s) which constitutes a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)
Obligations on Bidder/Contractor

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Principal all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the Tender process or execution of the Contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign Principal or the foreign Principal directly could bid in a tender but not both. It shall be incumbent on the Indian Agent and the foreign Principal to adhere to the relevant guidelines of the Government of India, issued from time to time regarding availing of services of Indian Agents for Foreign Suppliers. The Bidder(s)/Contractor(s) shall disclose details mentioned in the "Guidelines of Indian Agents of Foreign Suppliers. Also as mentioned in the Guidelines, all the payments made to Indian agent/representatives shall be in Indian Rupees only.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
 - (f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEM(s) and shall wait for their decision in the matter.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice, wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Principal's interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or



influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract or during the validity of the Integrity Pact has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal at its sole discretion after giving proper opportunity to the Bidder(s)/Contractor(s) shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant provisions of the Tender/Contract. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. Such exclusion may be forever or for a limited period as decided by the Principal.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes a criminal offence within the meaning of IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article 4: Previous Transgression

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

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

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



Article 6- Duration of the Pact

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

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

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

1. The Principal shall appoint competent and credible Independent External Monitor, nominated by the Central Vigilance Commission, for this pact in case of all works with estimated cost put to tender in excess of Rs.5 crores. The task of the Monitor is to review independently and objectively, the cases referred to it to assess whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only who shall be nominated by the MD, HSCC. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid monitor.
3. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor shall report to MD, HSCC.
4. The Bidder(s)/Contractor(s) accepts that the Monitor shall have the right to access without restriction all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The Monitor is under contractual obligation to treat the information and documents with confidentiality.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Principal and request the Principal to discontinue or take corrective action, or to take other relevant action(s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that the act in a specific manner and/or refrain from action and/or tolerate action.
6. The Monitor will submit a written report to the MD, HSCC within 4 to 6 weeks from the date of reference or intimation to him/her and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.
7. If the Monitor has reported to the MD, HSCC of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, HSCC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer.
8. Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
9. The role of the Monitor is advisory and would not be legally binding and is restricted to resolving issues raised by the Bidder/Contractor.
10. The word "Monitor" means Independent External Monitor and includes both singular and plural forms.

Article 8- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Bidder/Contractor is a partnership or a consortium, this Pact must be signed by all

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the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

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

Article 9- LEGAL AND PRIOR RIGHTS

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

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


.....
(For and on behalf of Principal)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1
(signature, name and address)

2
(signature, name and address)

Place:
Dated: