

TENDER ENQUIRY DOCUMENT

Ref: HITES/PCD/ICMR/COVID-19/03/2020-21

FOR PROCUREMENT OF TESTING KITS FOR COVID-19

ON BEHALF OF

INDIAN COUNCIL OF MEDICAL RESEARCH, NEW DELHI

Through



HLL INFRA TECH SERVICES LIMITED

(Subsidiary of HLL Lifecare Ltd., a Govt. of India Enterprise)

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SECTION I
NOTICE INVITING TENDERS (NIT)

Tender Enquiry Document No: HITES/PCD/ICMR/COVID-19/02/2020-21				Dated 17-05-2020	
1. Procurement & Consultancy Services Division of HLL INFRA TECH SERVICES LIMITED (a fully owned subsidiary of HLL Lifecare Limited, a Govt. of India Enterprise) for and on behalf of The Director, Indian Council of Medical Research, New Delhi invites e-tenders in two bid system (technical and price bid) from the reputed, eligible & qualified firms/ manufacturers for purchase/supply of following goods as per Consignee List in Section VI.					
Sl. No.	Tender ID	Short Description of goods	QTY (No)	Bid Security (EMD) (₹) ^B	Tender Processing Fee incl. GST (₹) ^A
1	2020_HLL_48440_1	Master Mix for COVID-19 testing	1500	45,00,000	8,850
2	2020_HLL_48440_2	Primers [#] (Oligonucleotides) for COVID-19 testing (Fixed yield of 130nM)	480	1,05,600	2,360
3	2020_HLL_48440_3	Probes [#] for COVID-19 testing (Fixed yield of 50nM)	48	67,200	1,180
#The quantity of primer probe is calculated on the basis of yield mentioned. Yield is very important to achieve 15 lakh reactions					
Note: A. Tender processing Fee is inclusive of GST @18% (HITES GSTIN: 09AADCH4882R1ZP) B. The EMD Amount in the above tabulation is for the total tendered quantity. The Bidder shall quote for total tendered quantity for each schedule. C. Bidders have to submit Original Bank Instruments for tender processing fee and EMD/ documentary proof for EMD exemption within the above mentioned date and time. In case a bidder is unable to submit EMD/ Tender Processing Fee/ EMD Exemption document by scheduled due date and time in physical form due to lockdown then they should submit required proof of instrument from issuing bank. D. Tender processing fee should be submitted into HITES Bank account and same proof should be submitted along with TED.					
Venue for:- ➤ Pre-bid Video conference meeting with prospective bidders ➤ Submission of tender processing fee, EMD in physical form ➤ E-Tender Opening-Tech Tender			HLL Infra Tech Services Limited, Procurement and Consultancy Services Division, B-14 A, Sector-62, Noida-201307		
Instruction for Pre Bid Video Conferencing Prospective bidder will be provided with the link for joining the online pre-bid video conference. It will be uploaded on CPP Portal and HITES Website on the pre-bid date.					
2. Tender Timeline					
Last date for submitting pre-bid query			19-05-2020 till 02:00 PM		
Date & Time of pre-bid meeting			20-05-2020 at 02:00 PM		
Last date and time of online submission of tender			27-05-2020 at 01:00 PM		
Last date and time of physical submission of EMD, Tender processing Fee, any other document specified in the Bidding Document			27-05-2020 at 02:00 PM		
Date of tender opening			27-05-2020 at 02:30 PM		
Contact Details			Ph: 0120-4071500 Email: pcd@hllhites.com (Commercial)		

bmenoida@hllhites.com (Technical)

3. The due date and time for submission of online-tenders and its opening may get auto-extended at system-level based on the number of responses received against a respective tender. There can be a maximum of three iterations of the said auto-extensions at system-level and, if applied, the bidders shall be notified of the same through system generated email/ SMS.
4. The validity of the EMD should remain applicable for a period of 165 days from the original date of tender opening as per the enquiry, even if the due dates gets auto-extended. Any further extensions of validity, if required in the EMD, shall be specifically notified vide amendments.
5. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding, DSC need to be registered on the website mentioned above.
6. Prospective bidders may send their queries as per scheduled date and time so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/ representations should be entertained after pre-bid meeting.
7. Bidders may simulate bid submission (technical & financial) in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during online bid submission shall be entertained in the last week of bid submission.
For trouble shooting, problem in document uploading or any other help for CPP Portal, go to link below:
<https://etenders.gov.in/eprocure/app?page=FrontEndContactUs&service=page>.
8. Interested bidders are advised to download the complete Tender Enquiry document from the websites <https://etenders.gov.in/eprocure/app> or <http://hllhites.com/tenders> for complete details.
9. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through CPP website: <https://etenders.gov.in/eprocure/app> only. **No DEVIATION is acceptable.**
10. Bidders are advised to follow the instructions provided in the Instructions for Online Bid Submission in Section II - ITB of Tender Enquiry Document.
11. The bidders shall submit the required Tender Processing Fee (in form of Demand Draft / Banker's Cheque / **NEFT / RTGS**) and EMD (as per ITB clause no. 16) in physical form in favour of 'HLL Infra Tech Services Limited' at the scheduled time and venue. **Tender processing Fee is required from all the bidders irrespective of their registration with NSIC or any other Govt. organisation.**
12. Tender Processing Fee and Bid Security (EMD) in original should be deposited within the scheduled date & time in the Tender Box located at: **HLL Infra Tech Services Limited, Procurement and Consultancy Services Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh.** Submission beyond stipulated date & time would result in REJECTION of TENDER.
13. All prospective bidders may attend the Pre-bid video conference meeting. The venue, date and time indicated above. The prospective vendors shall provide an email id, the link for joining the online pre-bid video conference will be sent to the same on the pre-bid date.
14. The Bidder shall download the Tender Enquiry Document along with other Formats directly from the websites <https://etenders.gov.in/eprocure/app> and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
15. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.
16. Wherever **the tender has asked for an affidavit in non-judicial stamp paper, the same affidavit can be submitted in e-Stamp paper without notarization.**

Chief Executive Officer
HLL Infra Tech Services Limited

SECTION II. INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. Scope of Bid

- 1.1. HLL Infra Tech Services Limited on behalf of Indian Council of Medical Research (ICMR), Department of Health Research, Ministry of Health & Family Welfare (Govt. of India) invites bids through E-Tendering system for PROCUREMENT OF TESTING KITS FOR COVID-19. Detailed description of goods and specification are given in List of Requirement and Technical Specification respectively.
- 1.2. Throughout these bidding documents, the terms “writing” means any handwritten, type written, or printed communication, including telex, cable, and facsimile transmission, and “day” means calendar day. Singular also means plural.

2. Fraud and Corruption

- 2.1. World Bank Anti-Corruption Policy guidelines
- 2.2. It is the Government of India policy that Bidders/Suppliers/Contractors under the contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procurement agency:
 - a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i. **“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; and**
 - ii. **“fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;**
 - iii. **“collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;**
 - iv. **“coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;**
 - b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing, the contract.
- 2.3. Furthermore, bidders shall be aware of the provision stated in Sub- Clauses 6.4 and 23.1 (c) of the General Conditions of Contract.
- 2.4. In pursuance of the policy defined in ITB Sub-Clause 2.2, the procurement agency will cancel the Contract for Goods or works if it at any time determines that corrupt or fraudulent or collusive or coercive practices were engaged during the procurement or the execution of the Contract.
- 2.5. Any debarment/blacklisting by ICMR, MOH&FW, GOI, or any other Central Govt. Department, State Government or any Govt. PSU which is still effective on the date of opening of bid will make the bidder ineligible to participate in that bidding process. A debarment/ blacklisting by other agencies will not be considered.

The bidder and the manufacturer whose product is offered by the bidder will submit an undertaking to above effect.

If it is found after issue of contract that the supplier has concealed the information of debarment/blacklisting as mentioned above then the contract is liable to be terminated and suitable action will be taken as per the terms of the contract

3. Eligibility

- 3.1. Except as provided in ITB Sub-Clauses 3.2 this bidding process is open to all Indian bidders only.
- 3.2. If foreign manufactures/supplier are intending to participate in the bid, the company will have to apply through Indian company.
- 3.3. Indian bidders/Non manufacturer bidders will have to submit Manufacturer's Letter of Authorization for the items on offer
- 3.4. A firm declared ineligible by the Procurement agency in accordance with ITB Sub-Clause 2.2 (b) shall be ineligible to bid for the contract during the period of time determined by the Procurement agency.
- 3.5. The offered item meeting technical requirement of this NIT shall have US-FDA/ EU's CE-IVD or ICMR approved laboratories validation. List attached Appendix B. The Bidder
- 3.6. The Bidder should have certificate / License from DCGI for Import / Manufacture of the indented items. However, in case it does not have, the same may be obtained parallelly before issuance of Purchase Order.
- 3.7. If the item is proposed to be imported, any specific certification requirement like, NMPA by China as imposed by country of origin, its submission is mandatory and should be the responsibility of bidder to produce such certification along with their submission. In addition, Compliance to any other conditions imposed by the "source country" will also remain the responsibility of the bidder.
- 3.8. Only Indian manufactures/ suppliers are eligible to apply. If foreign manufactures/supplier are intending to participate in the bid, the company will have to apply through Indian company. their authorized dealers who is an Indian company (in terms of Indian Company 2013 of India)
- 3.9. The bidder should have experience of supply of medical diagnostic equipment's/ Reagents/Kits during last 3 Years preceding the bid due date for at least 25% value of tendered quantity, for which bidder shall submit a CA certificate
- 3.10. The average annual turn-over of the bidder shall be a minimum of the amount indicated in below tabulation for the last 3 financial years (**2016-17, 2017-18, 2018-19**). The same shall be certified by a Chartered Accountant.

Sl. No.	Tender ID	Short Description of goods	Qty. (Nos)	Estimated Cost	Average Annual Turn-over for last three years
1	As per Section -I - NIT	Master Mix for COVID-19 testing	1500	22,50,00,000	2,25,00,000
2		Primers# (Oligonucleotides) for COVID-19 testing (Fixed yield of 130nM)	480	52,80,000	5,28,000

Sl. No.	Tender ID	Short Description of goods	Qty. (Nos)	Estimated Cost	Average Annual Turn-over for last three years
3		Probes [#] for COVID-19 testing (Fixed yield of 50nM)	48	33,60,000	3,36,000

In case of bidders that are part of any Group of Companies/ Conglomerates, the total turn-over of the Group of Companies/ Conglomerates shall be admissible for meeting the qualification criteria of the tender enquiry.

Relaxations as available to MSEs/ Startups and Make in India companies will apply as per Govt of India guidelines on the subject.

- 3.11. The bidders are requested to submit relevant document like plant capacity, current orders in hand, free production capacity, capacity to import for the items offered in TED. Based on the same bidders will be evaluated and considered for award of work. The relevant documents submitted should be certified by Chartered Accountant.

4. Documents Establishing conformity of Goods and Services to Bidding Documents

- 4.1. The documentary evidence of conformity of the goods and services to the Bidding Documents may be in the form of literature, drawings, and data and shall consist of:
- a detailed description of the essential technical and performance characteristics of the Goods, in the form of brochure having important details like Catalogue number and the technical specification of the offered item
 - an item-by-item commentary on the Procurement agency's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
 - The Goods offered should meet the specified ICMR standards as stated in the Technical Specifications
 - Documentary requirements as stated for supporting the eligibility condition as under Section 3 will have to be submitted along with bids duly signed by the Authorized signatory of the bidding entity falling to which the tender will be liable for rejections.
 - In support of this, data on past performance should be submitted as per Form 6 in Section V; provides the evidence that it has the financial, technical and production capability necessary to perform the contract as under: the last three years as per form 6 (Proforma for Performance Statement) in Section V.
 - that it has achieved a minimum actual annual production of similar goods of the quantity equal to quantities offered (for the respective item) by the bidder during any one of the last three (3) financial years; certified by chartered accountant. A copy of the achieved annual production rate certified by Chartered Accountant should be submitted.

The bidder shall provide an undertaking that:

- The proprietor/promoter/director of the firm, its, partner or representative is not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.
- The firm does not employ a government servant, who has been dismissed or removed on account of corruption.
- Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; power of attorney of the signatory of the Bid to commit the Bidder;

4.1.2. Bidders are required to comply with following three conditions:

4.1.2.1. The supplier shall not supply goods manufactured from any of its production units which is banned by DCGI. In addition, any alert issued by any Regulatory authority shall be immediately brought to the notice of the Procurement agency and further supply shall be made only after obtaining clearance from the procurement agency/client.

Note:

- a) The bidder must complete the check list given in Form 13 in Section V and submit it along with the Bid. It is essential that Bidders review carefully this Checklist to ensure that their Bid is complete and includes all required information.
- b) The bidder should serially number all the documents of his bid, provide a summary table & sign/initial all the pages.
- c) Deleted
- d) The Bank details along with Phone, fax numbers and email Ids.

5. One Bid per Bidder

- 5.1. A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firm's participation to be disqualified.

6. Cost of Bidding

- 6.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procurement agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

THE BIDDING DOCUMENTS

7. Content of Bidding Documents

- 7.1. The Bidding Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 9.

Section I : Notice Inviting Tenders (NIT)

Section II : Instructions to Bidders (ITB)

Section III	: General Conditions of Contract (GCC)
Section IV	: Technical Specifications
Section V	: Sample Forms (including Contract Agreement)
Section V	: List of Requirement
Appendix A	: Public Procurement (Preference to Make in India), Order, 2019
Appendix B	: Validation Centres for Diagnostics for COVID-19
Appendix C	: World Bank Anti-Corruption Policy

- 7.2. The “Invitation for Bids” does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 7.1 above, said Bidding Documents will take precedence.

8. Accessing Of Bid Documents

- 8.1. To participate in the E-Bid submission, it is mandatory for the bidders to get their firms registered with E-Procurement Portal <https://etenders.gov.in/eprocure/app>
- 8.2. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- 8.3. Registration:
- Bidders are required to enroll on the e-Procurement module of The Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment” on the CPP Portal which is free of charge.
 - As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
 - Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
 - Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
 - Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
 - Bidder can log in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.
- 8.4. Searching For Tender Documents
- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification/help from the Helpdesk.

8.5. Assistance To Bidders

- a) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help Desk Number 0120-4200462, 0120- 4001002, 0120-4001005, 0120-6277787, E-mail id: support- eproc@nic.in
- b) Bidders information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>
- c) It is mandatory for all bidders to have Class-III Digital Signature Certificate (DSC) in the name of the person along with name of Company who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <https://www.cca.gov.in>
- d) Bidder shall ensure use of registered Digital Signature Certificate (DSC) only and safety of the same.
- e) In case the Digital Signature Certificate (DSC) holder who is digitally signing the bid and the person having Authority to Sign as per Clause 14 are different, even then all the terms and conditions of the tender document will be binding upon the bidder.

9. Clarification of Bidding Documents

- 9.1. In case of any modification within the Bid Document will also be uploaded on HITES/CPP Portal website
- 9.2. **Pre Bid Queries:-** The bidders can send their queries at the designated e-mail ID as per the scheduled date and time mention in Section I of tender document.

Any Pre-bid queries replies, any addendum & clarifications, if required and will be uploaded in HITES/ CPP Portal website.
- 9.3. Prospective Bidders shall be given minimum 3 days' time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by Procurement agency. All tenderers are advised to see the website for extension of deadline for submission of tenders
- 9.4. Tenderer who has downloaded the tender from Central Public Procurement Portal (CPP) website <https://etenders.gov.in/eprocure.app> shall not tamper/modify the tender form including downloaded Price Bid Template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected, and BID SECURITY would be forfeited and tenderer is liable to be banned from doing business with ICMR/ HITES.

PREPARATION OF BIDS

10. Language of Bid

- 10.1. The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the

English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

- 10.2. The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc., the English translations shall prevail

11. Documents Constituting the Bid

- 11.1. The bid submitted by the Bidder shall comprise the following:
- a. duly filled-in Form of Bid and Price Schedule, in accordance with the forms indicated in Section V;
 - b. Integrity Pact' in accordance with ITB Clause 37.
 - c. original form of bid security in accordance with the provisions of ITB Sub-Clause 16 (Bid Security);
 - d. written power of attorney authorizing the signatory of the bid to commit the Bidder;
 - e. documentary evidence establishing to the Procurement agency's satisfaction, and in accordance with ITB Clause 6 that the Bidder/Manufacturer is qualified to perform the Contract if its bid is accepted.
 - f. Manufacturer's authorization Letter Form 7, Section –V for bidder.
 - g. Any other document required for compliance to eligibility criteria.

12. Bid Form

- 12.1. The Bidder shall complete the Bid Form and the Price Schedule furnished in the Bidding Documents, indicating the Goods to be supplied, a brief description of the Goods, their country of origin, and unit prices. (All details of the price components like taxes, duties etc. may also be indicated)

13. Bid Prices

- 13.1. The Bidder shall indicate on the Price Schedule, the unit price of the item, it proposes to supply under the Contract.
- 13.2. The bidder shall quote the prices on FOR New Delhi/ FOR Mumbai/ FOR Kolkata/ FOR Chennai to the consignee. The procurement agency reserves the right to change the consignee or add additional consignees at the time of placement of order.
- 13.3. The rate quoted should be both in words and figures. Amendment to the bid before the deadline for submission of tenders shall be dealt as per ITB Clause 9.3
- 13.4. The rate of GST where legally leviable and intended to be claimed extra should be shown distinctly as percentage along with the price quoted, separately. Where this is not done, no claim for GST will be admitted at any later stage on any ground
- 13.5. Deleted
- 13.6. The prices quoted by the bidder should be on firm and fixed basis during the performance of the contract. A bid submitted with adjustable price quotation will be treated as non-responsive and

will be rejected pursuant to ITB clause 25.

- 13.7. The bidder's separation of price components in accordance with clause above will be solely for the purpose of facilitating the comparison of bids by the procurement agency and will not in any way limit the procurement agency's right to contract on any of the terms offered.
- 13.8. The procurement agency shall not be liable to any claim on account of fresh imposition and/or increase of Custom Duty and GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the currency of the contract.
- 13.9. Deleted

14. Currencies of Bid

- 14.1. Prices shall be quoted in Indian Rupees only.

15. Period of Validity of Bids

- 15.1. Bids shall remain valid for the period of 120 days after the date of bid submission specified in ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procurement agency as non-responsive.
- 15.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Procurement agency may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made through e-mail. A Bidder may refuse the request without forfeiting its bid security.

16. Bid Security

- 16.1. The Bidder shall furnish, as part of its bid, a receipt of payment through Bank Guarantee/ Banker's Cheque/ FDR/ Demand Draft/ **NEFT/ RTGS** from a scheduled bank to the below mentioned account.

Name of the Beneficiary: HLL INFRA TECH SERVICES LTD.

Account No. 57500000119955

Bank Details: HDFC BANK LTD, NOIDA, UTTAR PRADESH

IFSC Code: HDFC0000088

The bidder shall submit a Bid security as per NIT in above specified formats, if the Bid is received without prescribed Bid Security, it will be treated as non-responsive bid.

- 16.2. The bid security shall remain valid for a period of 45 days beyond the validity period for the bid, and beyond any extension subsequently requested under Sub-clause 15.1.
- 16.3. The bid security shall be denominated in Indian Rupees, and shall be, at the Bidder's option, in one of the following forms:
 - a. Transfer of bid security amount through NEFT/RTGS
 - i. a crossed demand draft or a pay order drawn in favour of "HLL Infra Tech Services Limited" (acting as procurement agent on behalf of Indian Council of Medical Research).
 - ii. a (bank) guarantee issued by a nationalized /scheduled bank in India in favour of

“HLL Infra Tech Services Limited” (acting as procurement agent on behalf of Indian Council of Medical Research). The format of the (bank) guarantee shall be in accordance with the form of bid security include in Section V.

- 16.4. The bid securities of unsuccessful Bidders will be returned as promptly as possible to the respective account numbers. All the bidders may mention their account number and IFSC code in the forwarding letter.
- 16.5. The bid security of the successful Bidder will be returned on submission of PBG.
- 16.6. The bid security may be forfeited, if the Bidder withdraws its bid, except as provided in ITB Sub-
- a. Clauses 15.2 and 20.5; or
 - b. if the Bidder does not accept the correction of its bid price, pursuant to ITB Clause 24; or
 - c. in the case of a successful bidder, if the Bidder fails within the specified time limit to:
 - i. sign the contract, or
 - ii. furnish the required performance security, or
 - iii. In case of any false, incorrect or misleading information provided in the bid.
- 16.7. The bidders who are Micro and Small Enterprises (MSEs) registered with District Industries Centre (DIC) or Khadi & Village Industries Commission (KVIC) or Khadi & Village Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME under the Public Procurement Policy irrespective of relevance of product category and capacity of the MSE for the items to be procured under this IFB are exempted from submission of bid security (BID SECURITY)

Guidelines with respect to Startups and Make in India will be applicable on above subject.

- 16.8. **HITES Bank details for necessary issuance of 'Structured Financial Messaging System (SFMS)' in case the Bid Security (i.e. EMD) is submitted in the form of Bank Guarantee:**

Name of the Beneficiary: HLL INFRA TECH SERVICES LTD.

Bank Details: HDFC BANK LTD, NOIDA, UTTAR PRADESH

IFSC Code: HDFC0000088

17. Alternative Proposals by Bidders

- 17.1. Alternative bids shall not be accepted.
- 17.2. **However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.**
- 17.3. **If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender**

SUBMISSION OF BIDS

18. Preparation and Submission of Bids

- 18.1. Preparation Of Bids

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Bidder is advised to go through the tender advertisement/NIT and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c. Bidder, in advance, should get ready the bid document to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN Card copy, Annual Reports, Auditor Certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

18.2. Submission of Bids

- a. Bid can be submitted only during validity of registration of bidder with CPPP E-Procurement Portal
- b. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c. The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- d. Bidder has to select the payment option as “offline” to pay the cost of tender document and BID SECURITY as applicable and enter details of the instruments.
- e. Bidder should prepare the financial instruments of the Cost of Tender Documents and BID SECURITY as per the instructions specified in Clause 18 hereinafter.
- f. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender documents, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- g. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- h. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 Bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.

- i. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- j. Upon the successful and timely submission of bids (i.e. after clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid ID to the bid. A bid summary will be displayed with the bid ID and the date & time of submission of the bid with all other relevant details.
- k. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. The acknowledgement may be used as an entry pass for any bid opening meetings.

Note:

- a. Bidders must ensure that all the pages of the documents must be signed & stamped by authorised signatory and serially numbered.
- b. The bid should be submitted online in the prescribed format. No other mode of submission is accepted.
- c. Bid shall be digitally signed by the Authorized Signatory of the bidder and submitted “ONLINE”. No hard copy of the documents are required to be submitted.
- d. The bidders will have to accept unconditionally the online user portal agreement which contains the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder.
- e. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the tender/bid document including terms and conditions without any exception and have understood the entire document and are clear about tender requirements.
- f. The bidders are requested to submit the bids through online e- tendering system before the deadline for submission of bids (as per Server System Clock displayed on the portal). HITES will not be held responsible for any sort of delay or the difficulties faced during online submission of bids by the bidders at the eleventh hour.
- g. The bidder may seek clarification online only within the specified period. The identity of bidder will not be disclosed by the system. HITES will clarify the relevant queries of bidders as far as possible. The clarifications given will be visible to all the bidders intending to participate in that tender.

18.3. Submission of e-Tenders

18.3.1. The tender shall be submitted online only.

(i) Pre-qualification and Technical compliance along with the Techno-Commercial Bid in excel format:

- a) Scanned copies of tender processing fee and EMD
- b) Manufacturer’s authorization 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).
- c) Bid Form as per Section V
- d) Compliance of all terms and conditions of TED like- warranty, delivery period, delivery terms, payment terms, Liquidated Damages Clause, Arbitration clause etc.

- e) Declaration regarding Fall Clause and Deregistration, debarment from any Govt. Dept./ Agencies
- f) Copy of PAN & GST.
- g) Certificate of Incorporation/ or a Declaration in case the firm is being a proprietary firm.
- h) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) completed and certified by CA (FY **2016-17, 2017-18, 2018-19**), in pdf format.
- i) Name, address and details of account with respect to bidder.
- j) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per format in Section V.
- k) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry.
- l) The bidder should submit blank proforma invoice from the foreign manufacturer along with his technical bid, duly mentioning the specifications and code number of the parts quoted.
- m) The original proforma invoices from the foreign principal will be applicable in case of 100% subsidiary companies incorporated in India also.
- n) ***The Integrity pact (At Appendix-B) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.***

(ii) PRICE BID (ONLY ONLINE):

- a) The tenderers must ensure that they submit the Price Bid in prescribed format uploaded along with the tender enquiry. It is the responsibility of the bidder to ensure that the contents of the format are not tampered.
 - b) The tenderers must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders.
 - c) Along with price bid recent purchase order copies for the same model and technical configuration issued by institute of National importance and/or reputed central/state government hospitals should be uploaded in pdf form for reasonability of the offered price.
 - d) The bidder should submit the copy of original proforma invoice from the foreign manufacturer along with the price bid.
 - e) The supplier shall justify the present quotes based on previous purchase orders for similar project executed either in India or Globally. If they quote any new model or upgraded version of earlier model, they may mention the same in their tender.
- 18.3.2. The tenderers must ensure that they submit the on-line tenders within the scheduled closing date & time. They shall also ensure to submit the original Tender Processing Fee and EMD within its scheduled date & time.

18.3.3. Late Tender:

There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system.

19. Deadline for Submission of Bids

- 19.1. Deadline for Submission of will be as per the scheduled date and time mentioned in Section I.
- 19.2. The Procurement agency may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Sub-Clause 13.3, in which case all rights and obligations of the Procurement agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Modification/ Substitution/ Withdrawal of Bids

- 20.1. The Bidders shall submit offers which comply strictly with the requirements of the Bid Document as amended from time to time as indicated in Clause 13 above. Alternatives or any modifications by the tenderer shall render the Tender invalid.
- 20.2. The bidder can modify, substitute, re-submit or withdraw its e-bid after submission but prior to the deadline for submission of bids. No Bid shall be modified, substituted or withdrawn by the bidder on or after the deadline for submission of bids. Withdrawal of bid after the deadline for submission of bids would result in the forfeiture of Bid Security.
- 20.3. Any modification in the Bid or additional information supplied subsequently to the deadline for submission of bids, unless the same has been explicitly sought for by ICMR, shall be disregarded.
- 20.4. For modification of e-bid, bidder has to detach its old bid from e-procurement portal and upload / re-submit digitally signed modified bid.
- 20.5. For withdrawal of bid, bidder has to click on withdrawal icon at e- procurement portal and can withdraw its e-bid.
- 20.6. After the bid submission on the portal, an acknowledgement number will be generated by the system which should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening.
- 20.7. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for bid submission, in the e-tender system. The bidders should follow this time during bid submission.
- 20.8. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & will not be viewable by any one until the date & time specified for bid opening.
- 20.9. The bidder should logout of the tendering system using the normal logout option available in the portal and not by selecting the (X) exit option in the browser.

OPENING AND EVALUATION OF BIDS

21. Bid Opening, Evaluation and Clarifications

- 21.1. The Procurement agency will open all bids, as per scheduled date and time mentioned in section I at following address:

HLL Infra Tech Services Limited,
Procurement & Consultancy Services Division,
B-14 A, Sector-62, Noida-201307

- 21.2. Opening of bids will be done through online process. HITES reserves the right to postpone or cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed at CPP portal.
- 21.3. Bid opening committee will open on scheduled opening date and time. HITES shall subsequently examine and evaluate the bids in accordance with the provision set out in the Bid Document.
- 21.4. It will be the bidder's responsibility to check the status of their Bid online regularly after the opening of bid till award of work. Additionally, information shall also be sent by e-mail to bidder regarding deficiencies in the documents, if any and also request for clarification from the bidder. No separate communication will be sent in this regard. Non-receipt of e-mail will not be accepted as a reason of non-submission of deficient documents or confirmatory documents within prescribed time.

22. Confidentiality

- 22.1. Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.
- 22.2. Any effort by the bidder to influence the Procurement agency in the Procurement agency's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.
- 22.3. From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Procurement agency on any matter related to its bid, it should do so through e-mail.

23. Examination of Bids and Determination of Responsiveness

- 23.1. The Procurement agency 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, and whether the bids are generally in order
- 23.2. The Procurement agency may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder
- 23.3. Prior to the detailed evaluation, pursuant to ITB Clause 25, the Procurement agency will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality's, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way any terms and condition that is inconsistent with the Bidding Documents, the Procurement agency's rights or the successful Bidder's obligations under the

Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

The following clauses are the critical provisions deviations from or objections or reservations to which, will be treated as material deviations:

- Bid Validity (ITB Clause 15)
- Bid Security (ITB Clause 16);
- Validity of Bid Security (ITB Clause 16)
- Performance Security (GCC Clause 8);
- Delivery Terms (GCC Clause 11 & Section VI - List of Requirements)
- Warranty (GCC Clause 14);
- Payment terms (GCC Clause 15)
- Force Majeure (GCC Clause 23);
- Limitation of liability (GCC Clause 27)
- Applicable Law (GCC Clause 29);
- Taxes and Duties (GCC Clause 31);
- Technical Specification (As per Section IV)
- Delivery Period (Section VI - List of Requirements)

Above list is not exhaustive

- 23.4. If a bid is not substantially responsive, it will be rejected by the Procurement agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Procurement agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24. Correction of Errors

- 24.1. Arithmetical errors will be rectified as follows. 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 or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited

25. Evaluation and Comparison of Bids

- 25.1. The Procurement agency will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 23.
- 25.2. The Procurement agency's evaluation of a bid will take into account the total unit cost of the item at the consignee's destination inclusive of all duties, taxes and other charges.
- 25.3. The contract shall be awarded only to the bidder who are substantially responsive, offer competitive rates, and meet the qualification requirement stipulated in the bidding documents.
- 25.4. Bids will be evaluated and the contract will comprise the schedule awarded to the successful bidder. The bidders must quote all of the tendered quantity of a schedule for being eligible. Any bidder who do not quote for total tendered quantity for a schedule will be treated as non-responsive.

- 25.5. Deviations in the delivery schedule and Payment schedule are not permitted.
- 25.6. The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.
- i. 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.
 - ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+ 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 an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 5% 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 5% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
 - iii. 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 an MSE, failing which their tender will be liable to be ignored.
 - iv. Special provision for Micro and Small Enterprise owned by women:— Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.

Note: “If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.

AWARD OF CONTRACT

26. Post qualification

- 26.1. The Procurement agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Sub-Clause 3.
- 26.2. This determination as per ITB Sub Clause 28.1 will evaluate the Bidder’s financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB Sub-Clause 3, as well as other information the Procurement agency deems necessary and appropriate.

- 26.3. An affirmative post qualification determination will be a prerequisite for award of the contract to the lowest evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procurement agency will proceed to the next-lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily

27. Award Criteria

- 27.1. Pursuant to ITB Clauses 27, 29, and 32, the Procurement agency will award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

28. Procurement agency's Right to Accept Any Bid and to Reject Any or All Bids

- 28.1. The Procurement agency reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders. No reason for such action of Procurement agency shall be given.

29. Procurement agency's right to vary quantities during currency of contract

- 29.1. The procurement agency reserves the right to increase or decrease the quantity of goods by 25% during the currency of contract.
- 29.2. Deleted
- 29.3. For each schedule L1 bidder, among technically responsive bidder, will be awarded the whole tendered quantity except in scenario of eligible MSME bidder/ start up India clause.
- 29.4. Deleted

30. Notification of Award

- 30.1. Prior to the expiration of the period of bid validity, the Procurement agency will notify the successful Bidder in writing by email that its bid has been accepted for award of contract.
- 30.2. Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 33, the Procurement agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 16.

31. Publication of Bid result

- 31.1. The name and address of Successful bidder(s) will be declared and published appropriately

32. Signing of Contract

- 32.1. Promptly after the Procurement agency notifies the successful Bidder that its bid has been accepted, the Procurement agency will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.
- 32.2. Within three (03) days of receipt of the Contract Form, the successful Bidder shall sign the Contract Form and return it to the Procurement agency.

33. Performance Security

The successful bidder(s) shall furnish Performance bank Guaranty equal to 10% of the contract value/5% of the contract value (in case of NSIC/MSME/Start-up India vendors) in prescribed proforma as per Section V (form 5) within 03 working days from the date of issue of LOA. The Performance Bank Guaranty shall remain initially valid for a period of 12 months from the date of placement of order and, remain valid for a period of at least two months beyond the date of expiry of shelflife of the supplies, whichever is later.

34. Clarification on Duties & Taxes

34.1. GST (Goods & Service Tax)

- a) The price quoted should be exclusive of Custom duty or GST and the rate Custom duty of GST and quantum of GST should be shown separately & distinctly. In the absence of any such stipulation it will be presumed that the price includes GST and no claim for the same will be entertained. In case of stipulation like GST extra as applicable, the quoted prices will be loaded with the maximum quantum of GST which is normally applicable on the item in question for the purpose of comparing the prices with other bidders.
- b) Any change in GST upward/downward as a result of any statutory variation on the finished goods, taking place during currency of contract shall be allowed to the extent of actual quantum of GST paid by the supplier. Similarly in case of downward revision in GST, the actual quantum of reduction in GST shall be reimbursed to the Procurement agency by the Supplier. All such adjustments shall include all relief's, exemptions, rebates, concessions etc if any obtained by the supplier. However no upward variation will be reimbursed to the bidder after the expiry of the original delivery period.
- c) The procurement agency shall not be liable for any claim on account of fresh imposition and/ or increase of GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.
- d) The bidder should indicate GST registration number in their offer.

34.2. Custom Duty

- a) Deleted

34.3. Any Other Local Taxes

Since GST has subsumed all the indirect tax levies with itself, it is being made clear that nothing would be paid extra beside GST.

35. Purchase preference

- 35.1. The Procurement agency reserves the right to give purchase preference to the Micro and Small Scale Enterprises as per the policies of Govt. of India in vogue, for which bidder should produce valid copy of Udyog Aadhar Memorandum along with its registration as Micro or Small Scale Enterprise.

36. Registration of Imported goods

- 36.1. Bidder intending to supply the imported goods must ensure that the goods and the manufacturing facilities of the manufacturer are registered with the relevant authorities in India, as for relevant laws of the country on the date of bid opening. Bidders are advised to visit website www.cdsc.nic.in for necessary information on the subject. Bidders are required to furnish a copy of the aforesaid registration along with their bid

37. Integrity Pact

- 37.1. The Integrity pact (At Form 11) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason
- 37.2. Deleted

38. Authority to Sign

- a) If the applicant is an individual, he should sign above his full type written name and current address.
- b) If the applicant is a proprietary firm, the Proprietor should sign above his full type written name and the full name of his firm with its current address.
- c) If the applicant is a firm in partnership, the Documents should be signed by all the partners of the firm above their full type written names and current addresses. Alternatively the Documents should be signed by the person holding Power of Attorney for the firm in the Form 13.
- d) If the applicant is a limited Company, or a Corporation, the Documents shall be signed by a duly authorized person holding Power of Attorney for signing the Documents in the Form 13

39. Preference to Make in India

Preference to Make in India: As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 29.05.2019. The purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at Appendix-A which will form a part of this TED for evaluation and ranking of bids.

Vide order Z28018/67/2017-EPW dated 06-Mar-2019, CEO (HITES) is competent authority to look into procurement related complaints for all tenders issued by HITES.

40. Clarification of TE documents

A bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing in their letter head duly signed and scanned through email to pcd@hllhites.com (for commercial) and bmenoida@hllhites.com (for technical). The purchaser will respond to such request provided the same is received by the purchaser as per scheduled date and time mentioned in Section I - NIT. Any queries/representations received later shall not be taken into cognizance.

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the Procurement agency 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.
- b. "The Contract Price" means the unit price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c. "Day" means calendar day.
- d. "Effective Date" means the date on which this Contract becomes effective i.e. date of notification of Award.
- e. "GCC" means the General Conditions of Contract contained in this section.
- f. "The Goods" means all of the pharmaceuticals including nutritional supplement and oral and injectable forms of contraception, vaccines, kits, condoms etc that the Supplier is required to supply to the Procurement agency under the Contract.
- g. "The Procurement agency" means Indian Council of Medical Research, Department of Health Research, Ministry of Health & Family Welfare, Govt. of India
- h. "The Procurement agency's Country" is India.
- i. "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in India in accordance with the Applicable Law.
- j. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- k. "The Site," where applicable, means the place or places named in the List of requirement.
- l. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- m. End user means the organization(s) where the goods will be used. The end user is the consignee stated in the Section VI - List of Requirements

2. Imports

2.1. For Import origin goods quoted, the supplier or the Indian agent shall have to arrange at his own cost, all import/custom clearance handling facilities. The procurement agency shall not be liable to any claim on account of fresh imposition and/or increase of Custom Duty, GST on raw materials and /or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract.

3. Application

3.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

4. Country of Origin

4.1. All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

4.2. The word “origin” incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

4.3. The country of origin may be specified in the Price Schedule

5. Standards

5.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

6. Use of Contract Documents and Information; Inspection and Audit by the Procurement agency

6.1. The Supplier shall not, without the Procurement agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, pattern, sample, or information furnished by or on behalf of the Procurement agency in connection therewith, 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

6.2. The Supplier shall not, without the Procurement agency’s prior written consent, make use of any document or information enumerated in GCC Sub-Clause 6.1 except for purposes of performing the Contract.

6.3. Any document, other than the Contract itself, enumerated in GCC Sub-Clause 6.1 shall remain the property of the Procurement agency and shall be returned (all copies) to the Procurement agency on completion of the Supplier’s performance under the Contract if so required by the Procurement agency.

6.4. The Supplier shall permit the Procurement agency to inspect the Supplier’s accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Procurement agency, if so required by the Procurement agency

7. Patent Rights

7.1. **The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.**

8. Performance Security

8.1. To be submitted as per the clause 33 of ITB

8.2. Within three (03) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%)/ Five (5%) of the total value of the contract value. The Performance Bank Guaranty

shall remain initially valid for a period of 12 months from the date of placement of order and, remain valid for a period of at least two months beyond the date of expiry of shelflife of the supplies, whichever is later.

8.3. The Performance security shall be denominated in Indian Rupees as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section V of this document in favour of the Purchaser/Consignee. The Performance Bank Guaranty shall remain initially valid for a period of 12 months from the date of placement of order and, remain valid for a period of at least two months beyond the date of expiry of shelflife of the supplies, whichever is later..

8.4. In the event of any failure /default of the supplier with or without any quantifiable loss to the government as per Proforma in Section V, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

8.5. In the event of any amendment issued to the contract, the supplier shall, within three (03) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

8.6. Subject to GCC sub – clause 8.4 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations, extension of time (with or without Liquidated Damages).

9. Inspections and Tests

9.1. ICMR or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications.

The Technical Specifications (Section IV) shall specify what inspections and tests the Procurement agency requires. Further,

- a. Deleted.
- b. Deleted.
- c. The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.
- d. Deleted
- e. Batch wise inspection of goods shall be carried out by representative of ICMR and they will issue a batch wise acceptance certificate.
- f. **The timeline for batch inspection and approval after delivery of goods at consignee site by the nominated agency shall be approximately around four (4) working days**

In case of rejection, the bidder shall deliver a fresh batch at the respective consignee without any additional financial implication on the exchequer. The option for re-offering a fresh batch upon rejection of the original batch shall only be given once. The entire batch/contract is liable for termination, if a re-offered batch is found to have not met the Inspection protocol.

The detailed Inspection Protocol will be as per guidelines issued ICMR in its website.

9.2. Deleted

10.Packing

- 10.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit
- 10.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements strictly as per Technical Specifications, and in any subsequent instructions ordered by the Procurement agency.
- 10.3. Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of provisions of specifications before clearing for dispatch. The Bar coding requirement shall also be properly understood and marked on the package as per the provision of the specification.

11.Delivery and Documents

- 11.1. The delivery of the Goods shall be supplied to ICMR specified locations in New Delhi, Mumbai, Chennai, Kolkata. The distribution of goods supplied will be proportionately divided between the listed cities i.e. Delhi -40%, Mumbai -25%, Chennai 20 %, Kolkata -15 % for the entire consignment. The percentage distribution shall remain constant with all the selected bidders during all the phases of goods supply.
- a. Documents to be submitted to procurement agency:-
Upon the delivery of the Goods, the Supplier shall notify the Procurement agency in writing and deliver to the Procurement agency four sets of documents comprising of the following:
- One original and three copies of commercial invoice, indicating Procurement agency as M/s HITES; (Place of supply: New Delhi/Mumbai/Kolkata/Chennai), the Contract number, credit number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;
 - Four copies of Proof of Dispatch (POD), showing Procurement agency as Procurement agency as ICMR-ICMR under Ministry of Health & Family Welfare, Government of India. Through ICMR authorized Procurement Agent of the Procurement agency; (Place of supply New Delhi/Mumbai/Kolkata/Chennai) and delivery up to final destination as stated in the Contract
 - One original & 3 (three) copies of Acknowledgement of receipt of Goods/Final Acceptance Certificate by the Consignees, as per the format.
 - Four copies of packing list identifying contents of each package
 - One original and three copies of the manufacturer's or Supplier's Warranty certificate covering all items supplied
 - Four copies of Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required)
 - Four copies of Internal Test Analysis Report of drugs and pharmaceuticals of the

Manufacturer

- Four copies of notification of the local tax authority in support of rate of tax indicated in invoice
- Any other/additional procurement-specific document(s) as required for delivery/payment purposes.
- A declaration that the supplier has not supplied the same goods as given in the contract at lesser unit prices to any other party during the currency of the contract
- b. Documents to be submitted to Consignee:-
The Supplier should intimate the Consignee at least 3 days in advance before the dispatch of Goods, the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier should provide the Consignee one set of the documents mentioned below:
 - Copy of NOA
 - Copy of Invoice containing particulars as per (A)(i) above;
 - Packing list identifying contents of each package
 - Manufacturer's or Supplier's Warranty certificate covering all items supplied.\Copy of Dispatch Clearance Certificate (DCC) issued by the inspection agency.

12.Transportation

12.1.Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, defined as the Site, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13.Incidental Services

13.1.The Supplier shall provide such incidental services:-

- a. The Supplier shall provide all necessary licenses and permissions for use of the Goods in India that may be required for the Goods. The cost shall be deemed to be included in the Contract Price.
- b. The Supplier shall provide such other services as are stated in the Technical Specifications

14.Warranty

14.1.All goods must be of fresh manufacture and must bear the dates of manufacture and expiry The Supplier further warrants that all Goods supplied under the Contract will have remaining a minimum shelf life as per Technical specification at the time of delivery to consignee. If remaining minimum shelf life at the time of delivery is not mentioned in Technical Specification then five-sixths (5/6) of the shelf life upon delivery at site or named place of destination in India for goods with a shelf life of more than two years and three-fourths (3/4) for goods with a shelf life of two years or less, have "overages" within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract

14.2.The Procurement agency shall have the right to make claims under the above warranty up to the full

period of shelf life of goods. Upon receipt of a written notice from the Procurement agency, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Procurement agency. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.

14.3. In the event of a dispute by the Supplier, a counter analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Procurement agency and the Supplier. If the counter analysis confirms the defect, the cost of such analysis as well as the cost of replacement and disposal of the defective goods will be borne by the Supplier. In the event of the independent analysis confirming the quality of the product, the Procurement agency will meet all costs for such analysis.

14.4. If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 15.2 above, the Supplier fails to replace the defective Goods within the period of 30 days, the Procurement agency may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Procurement agency may have against the Supplier under the Contract. The Procurement agency will also be entitled to claim for storage in respect of the defective Goods for the period following notification and shall have the right to deduct the sum from payments due to the Supplier under this Contract or any other contract. In the event any of the Goods are recalled, the Supplier shall notify the Procurement agency within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfil its recall obligation promptly, the Procurement agency will, at the Supplier's expense, carry out the recall.

15. Payment

15.1. The method and conditions of payments to be made to the supplier shall be paid upon under this contract shall be as follows:-

- a. On Receipt: the payment shall be made on the proportionate basis in line with the delivery schedule prescribed in Clause 11.1 of GCC. The payment shall be paid within 15 days of submission of documents specified in GCC Clause 11 along with the Acknowledgement of receipt of Goods (Form 8 of the bid document) through ECS of the bank.

The documents to be submitted as per GCC Clause 11 for payment are as follows:

- (i) **One original and three copies of commercial invoice, indicating Procurement agency as M/s HITES; (Place of supply: New Delhi/ Mumbai/ Kolkata/ Chennai), the Contract number, credit number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;**
- (ii) **Four copies of Proof of Dispatch (POD), showing Procurement agency as M/s HITES on behalf of ICMR- under Ministry of Health & Family Welfare, Government of India for delivery up to final destination as stated in the Contract i.e. New Delhi/ Mumbai/ Kolkata/ Chennai on FOR destination basis.**
- (iii) **One original & 3 (three) copies of Acknowledgement of receipt of Goods/ Final Acceptance Certificate by the Consignees, as per the format.**
- (iv) **Four copies of packing list identifying contents of each package.**

- (v) Four copies of Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required).**
- (vi) Four copies of Internal Test Analysis Report of drugs and pharmaceuticals of the Manufacturer.**
- (vii) Four copies of notification of the local tax authority in support of rate of tax indicated in invoice**
- (viii) Any other/ additional procurement-specific document(s) as required for delivery/ payment purposes.**
- (ix) A declaration that the supplier has not supplied the same goods as given in the contract at lesser unit prices to any other party during the currency of the contract**

15.2. The Supplier's request (s) for payment shall be made to the Procurement agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 11 & 15.1, and upon fulfilment of other obligations stipulated in the Contract.

15.3. The payment under this contract shall be released by HITES after due scrutiny, verification of documents submitted by supplier to Procurement Agent and recommendation thereon by Procurement Agent.

16. Prices

16.1. 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 for the duration of the Contract. Prices shall be fixed and firm for the duration of the Contract. However, GST or duties wherever payable shall be paid as applicable at the time of supply. Statutory variations are permitted during the original delivery schedule and not in the extended delivery schedules.

16.2. Suppliers are required to comply with following conditions:

- a. The supplier shall not supply goods manufactured from any of its production units which is banned by DCGI. In addition, any alert issued by any Regulatory authority shall be immediately brought to the notice of the Procurement agency and further supply shall be made only after obtaining clearance from the procurement agency/client.
- b. In case of any ceiling prices fixed within the validity period of this contract, by Government of India in respect of goods to be supplied under this contract, the lesser of the two prices viz. the unit prices in the contract and the ceiling prices as notified by Government of India, will be applicable for the supplies made after issue of the Notification by GOI.
- c. If the supplier supplies the same goods in the contract at lesser unit prices to any other party during the validity of the contract, the unit prices in this contract shall also be reduced to match with those lesser prices. Firm shall give a declaration for this at the time of submission of their bills.

17. Change Orders

17.1. No Variation

18.Contract Amendments

18.1. Subject to GCC Clause 17, no variation in or modification of the term of the Contract shall be made except by written amendment signed/agreed by the Procurement agency and Supplier

19.Assignment

19.1. The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procurement agency's prior written consent. Assignment and sub-contracting, which is not disclosed in bid, are not permitted.

20.Delays in the Supplier's Performance

20.1. Delays in the supply's performance of the contract:

Delivery of the goods shall be made by the supplier in accordance with the time schedule specified in the contract. Any deviation in performance of its delivery obligations shall render the supplier liable to any or all of the following action.

- a. Forfeiture of its Performance Security and / or
- b. Imposition of liquidated damages and/or
- c. Termination of the contract for default.

20.2. If at any time during the performance of the contract, the supplier should encounter conditions impeding timely delivery of the goods, the supplier shall promptly notify the procurement agency in writing of the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the suppliers notice, the procurement agency shall evaluate the, situation and may at its discretion extend the supplier time for performance in which case the extension shall be ratified by the parties by amendment to the contract. The extension of the delivery period will be subject to the following conditions.

- a. The Procurement agency shall deduct from the supplier under the provision of Clause 22 liquidated damages on the goods, which the supplier has failed to deliver within the delivery period fixed for delivery
- b. That no increase in price on account of any statutory increases in or fresh imposition of custom duty or GST leviable in respect of the goods specified in the contract which takes place after the date of the delivery period stipulated in the contract, shall be admissible on such of the said goods as are delivered after the date of delivery stipulated in the contract.
- c. But nevertheless, the procurement agency shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom duty and GST or on any other grounds which takes place after the expiry of the date of delivery stipulated in the contract.

20.3. Except as provided under GCC Clause 23, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 21, unless an extension of time is agreed upon pursuant to GCC Clause 20.2 without the application of liquidated damages.

21.Liquidated Damages

21.1. Subject to GCC Clause 23, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the contract, the Procurement agency shall, without

prejudice to its other remedies under the Contract, deduct from the contract prices as liquidated damages, a sum equivalent to the 0.5% percent of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the 10 percent of the value of delayed Goods. Once the maximum is reached, the Procurement agency may consider termination of the contract pursuant to GCC Clause 22.

- 21.2. Subject to GCC Clause 23, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the contract, the Procurement agency shall, without prejudice to its other remedies under the Contract, deduct from the contract prices as liquidated damages, a sum equivalent to the 0.5% percent of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the 10 percent of the value of delayed Goods. Once the maximum is reached, the Procurement agency may consider termination of the contract pursuant to GCC Clause 22

22.Termination for Default

- 22.1. The Procurement agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procurement agency pursuant to GCC Clause 20; or/and
 - b. if the Goods do not meet the Technical Specifications stated in the Contract; or/and
 - c. if the Supplier, in the judgment of the Procurement agency, has engaged in corrupt or fraudulent or collusive or coercive 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 Procurement agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Procurement agency of the benefits of free and open competition.

- d. if the Supplier fails to perform any other obligation(s) under the Contract

- 22.2. In the event the Procurement agency terminates the Contract in whole or in part, pursuant to GCC Clause 22.1, the Procurement agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procurement agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

23.Force Majeure

- 23.1. Notwithstanding the provisions of GCC Clauses 20, 21, and 22, the Supplier shall not be liable for forfeiture of its performance security, imposition of liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the

Contract is the result of an event of Force Majeure.

- 23.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procurement agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 23.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procurement agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procurement agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

24. Termination for Insolvency

- 24.1. The Procurement agency may at any time terminate the contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procurement agency

25. Termination for Convenience

- 25.1. The Procurement agency, by written notice sent to the Supplier, may 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 Procurement agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective
- 25.2. The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procurement agency at the Contract terms and prices. For the remaining Goods, the Procurement agency may elect
- a. to have any portion completed and delivered at the contract terms and prices; and/or
 - b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

26. Settlement of Disputes

- 26.1. If any dispute or difference of any kind whatsoever shall arise between the Procurement agency and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 26.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procurement agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- a. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or

difference shall be referred to the sole arbitrator appointed by Director General ICMR

- b. Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows
 - The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.
 - The decision of the majority of arbitrators shall be final and binding upon parties.
 - **Settlement of disputes through pre- institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA**

26.3. Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b. the Procurement agency shall pay the Supplier any monies due to the Supplier

27. Limitation of Liability

27.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 7,

- a. the Supplier shall not be liable to the Procurement agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procurement agency and
- b. the aggregate liability of the Supplier to the Procurement agency, whether under the Contract, in tort or otherwise, shall not exceed the total price of contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

28. Governing Language

28.1. The governing language of the contract shall be English. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language

29. Applicable Law

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

30. Notices

30.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address as follows: -

The Procurement agency's addresses for notice purposes is:

HLL Infra Tech Services Limited
Procurement and Consultancy Division
B-14 A, Sector -62, Noida -201307, Uttar Pradesh.

The Supplier's address for notice purposes is as mentioned in the NOA/contract.

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

31.Taxes and Duties

- 31.1.The Supplier shall be entirely responsible for all taxes, duties, road permits, license fees, etc., incurred until delivery of the Goods to the Procurement agency
- 31.2.The procurement agency shall not be liable to any claim on account of fresh imposition and/or increase of Custom Duty and GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the currency of the contract
- 31.3.Statutory variation in Custom Duty and GST on finished product will be on procurement agency's account

32.Jurisdiction

- 32.1.All disputes arising out of the contract shall (subject to clause 27) be subject to the jurisdiction of the appropriate court at New Delhi, India, only.

33.General/ Miscellaneous Clauses

- 33.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 33.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.
- 33.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 33.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 33.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 33.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

- 33.8 If any provisions of this tender enquiry or a contract formed on the basis of this tender enquiry are invalid or void under any of the existing provisions of Indian law, then such provisions will not affect other provisions of this tender enquiry/ contract.

SECTION IV: Technical Specifications

Bidders are required to mention "Comply"/ "Not comply" or specific information requested against each criteria of the following Technical Specification for the items being supplied.

Technical specifications

Specification for Primers (Oligonucleotides) for COVID -19 testing

- Sequence detection primers that can be used with TaqMan probes for real time PCR application
- Custom made oligonucleotides of length 25 to 30 bases (Primers) of High quality, reliable and should be from Experienced Well-established global manufacturing Facilities with ISO certification.
- Should have scale of synthesis of 100 to 200 nmoles with guaranteed high concentration yield without any batch to batch variation.
- Yield should be fixed and not variable
- Oligonucleotides should be desalted (A salt-free DNA solution) ready-to-use and suitable for variety of applications, including PCR, cloning, sequencing, and gene detection without need of further purification.
- Oligonucleotides should be thoroughly Quality checked
- Should be provided in lyophilised form along with data sheet.
- Supplier should provide telephonic/ application technical support

Specification for Probes for COVID -19 testing

- Dual labelled 20 to 25 base long real-time PCR probes that can be used in all real-time PCR applications
- Synthesis scale should be 50-100 nmoles with guaranteed high concentrated yield
- Should be HPLC purified with no impurities
- Probes should be of TaqMan chemistry, labelled at 5' end with FAM, VIC, HEX, NED, JO, JUN, ABY reporter dyes with quencher Blackhole1(BHQ1)/ QSY/ MGB at 3' end
- Reporter dyes should have distinct spectra which can be optimized to work together (multiplexing) with minimum spectral overlap
- Should work optimally with major brands of real time PCR system such as ABI, Bio-Rad, stratagene, Rotor gene etc.
- Quencher used in probe Should be non-fluorescent leading to less background noise
- Should provide technical support and field application service support to help to resolve chemistry, instrument compatibility problems during real time PCR

Specification of Master mix for COVID-19 testing

- The Enzyme system should be useful for both qualitative and quantitative detection of RNA in sample by a real time PCR method with fluorescent probe chemistry and work in one step reverse transcription –Real time PCR (RT-q PCR)
- Should have Superior performance with sensitivity upto 0.01 pg or min 10 copies of target RNA per reactions and should be compatible for fast one-step RT-PCR protocol.
- Enzyme should have 5' exonuclease activity
- Enzyme should have hot-start activation mechanism for high sensitivity, specificity, and room temperature setup
- Should have good processivity, thermostability, and inhibitor resistance.
- The enzyme combination i.e Reverse transcriptase and DNA Polymerase should be robust and have tolerance for inhibitors
- It Should be compatible with different real time PCR platforms, with and without passive dye
- Cycling / Run time should be standard or fast
- There should not be any lot to lot variation

SECTION V. SAMPLE FORMS

1. Bid Form

To,

Date_____

CEO

HLL Infra Tech Services Limited

Procurement and Consultancy Division

B-14 A, Sector -62, Noida -201307, Uttar Pradesh.

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document **for the sum as shown in the price schedules attached herewith and made part of this tender**. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 8, read with amendments, if any, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the ITB clause 15, read with amendments, if any or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted 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 confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of

2. Price Schedule

Price bid format/ template is provided as along with this Tender Enquiry Document at <https://etenders.gov.in/eprocure/app>.

Bidders are advised to download Price Bid as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, their bids shall be liable to be rejected.

In case, an instruction in the specification asks for a BOQ line item to be quoted separately, the same to be quoted mandatorily as a separate price and must not be added in the bundle offer

3. Bid Security Form

BANK GUARANTEE FORM FOR EMD

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:

- 1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) 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 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 forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

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

4. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made

the [insert: **number**] day of [insert: **month**], [insert: **year**].

BETWEEN

- (1) [insert: **Name of Procurement agency**], a [insert: **description of type of legal entity, for example, an agency of the Ministry of of the Government of [insert: **country of Procurement agency**], or corporation incorporated under the laws of [insert: **country of Procurement agency**]] and having its principal place of business at [insert: **address of Procurement agency**] (hereinafter called "the Procurement agency"), and**
- (2) [insert: **name of Supplier**], a corporation incorporated under the laws of [insert: **country of Supplier**] and having its principal place of business at [insert: **address of Supplier**] (hereinafter called "the Supplier").

WHEREAS the Procurement agency invited bids for certain goods and ancillary services, viz., [insert: **brief description of goods and services**] and has accepted a bid by the Supplier for the supply of those goods and services at a unit rate of [insert: **contract price in words and figures**] (hereinafter called "the Contract Price") during the period of contract i.e. _____

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words 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 constitute the Contract between the Procurement agency and the Supplier, and each shall be read and construed as an integral part of the Contract: This Contract Agreement
 - a. Instruction to bidder
 - b. General Conditions of Contract
 - c. Technical Requirements (including Technical Specifications, Functional Requirements and Implementation Schedule)
 - d. The Supplier's bid and original Price Schedules
 - e. The List of Requirements
 - f. The Procurement agency's Notification of Award
 - g. [Add here: **any other documents**]
3. In consideration of the payments to be made by the Procurement agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procurement agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procurement agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of 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.	BRIEF DESCRIPTION	UNIT	TOTAL	DELIVERY
NO.	OF Mastermix for COVID-19 testing	PRICE	PRICE	TERMS

TOTAL VALUE:**DELIVERY SCHEDULE:**

Starting from date of placement of NOA

Item –	1st Week	2nd Week
Quantity %	50%	50%

For and on behalf of the Procurement agency:

Signed:.....

in the capacity of [insert: title or other appropriate designation]

in the presence of :

For and on behalf of the Supplier

Signed:

in the capacity of [insert: title or other appropriate designation]

in the presence of :

CONTRACT AGREEMENT

dated the [insert: number] day of [insert: month], [insert: year]

BETWEEN

[insert: name of Procurement agency], “the Procurement agency”

and

[insert: name of Supplier], “the Supplier”

5. Performance Security Bank Guarantee

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

In THE Name of consignee.

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after 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 scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW 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 limits 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.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid till such time to cover two months beyond the warranty period from the date of Notification of Award i.e. up to _____ (indicate date).

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

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

6. for submitting Technical Eligibility proof submission

Previous Purchase Order Details	Order No. and Date & year	Description and quantity of ordered goods	Value of order	Was the supply Consumables satisfactory*	
1	2	3	4	5	6

Execution Plan					
Bidder Name					
Item Description					
Tender ID					
Production Capacity per week (in number of tests)	-				
Orders in-hand under execution (in number of tests) <u>Week starting from the date of submission of bid</u>	Week 1	Week 2	Week 3	Week 4	Week 5
	-	-	-	-	-
	Week 6	Week 7	Week 8	Week 9	Week 10
	-	-	-	-	-
Quantity offered for current tender (in number of tests) <u>Week starting from the date of placement of order</u>					
	Week 1		Week 2		
	-		-		

Signature and seal of the Bidder

Countersigned by seal of Chartered Accountant _____

***The Bidder shall also furnish the following documents in connection with their past performance:**

For supplies within India & for Exports **following supporting evidence are required:**

- Affidavit confirming that the performance statement given is correct
- Copy of Purchase Orders/Invoices/ Proof of Payment received from Procurement agency's
- Documentary evidence (Client's certificate) in support of satisfactory completion of contract

7. Manufacturer's Authorization

CEO

HLL Infra Tech Services Limited

Procurement and Consultancy Division

B-14 A, Sector -62, Noida -201307, Uttar Pradesh.

Dear Sir,

Ref: Your TE document No _____ dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the tender*) having factories at _____, hereby authorise Messrs _____ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this tender for the following reason(s):

_____ (*please provide reason here*).

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, GCC Clause 14, read with amendments, if any, for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly"

Yours faithfully,

[*Signature with date, name, designation and Email*]

for and on behalf of Messrs _____

[*Name & address of the manufacturers*]

Note:

- (1) *This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*
- (2) *Original letter may be sent.*
- (3) *The purchaser reserves the right to verify this document with its signatory.*

8. Acknowledgement of Receipt of Goods

(This certificate is to be issued by ICMR and copy to Supplier. All the three copies "should be signed in ORIGINAL".)

No.

Date

To
CEO
HLL Infra Tech Services Limited
Procurement and Consultancy Division
B-14 A, Sector -62, Noida -201307, Uttar Pradesh

This is to certify that the Goods as detailed below have been received duly inspected in good condition in accordance with the conditions of the contract and amendment if any.

Project Name	:
Procurement agency	:
Contract i.e. NOA No. & Date	:
Description of Goods (Schedule No.)	:
Quantity of Goods Supplied	:
Percentage of the assigned order	:
Delivery Lot No.	:
Quantity supplied in Numbers	:
Quantity supplied in Words	:
Name of Supplier	:
Batch No(s).	:
Manufacturing Date(s)	:
Expiry Date(s)	:
Invoice No. and Date	:
Date of delivery at Consignee destination site	:
Outstanding/dues with the supplier as per NOA & amendment, if any	:
Consignee full Address:	Signature of Designated Consignee : Name : Designation : Seal : Contact No. : Fax No. :

Note: Approved Inspection report from ICMR to be submitted in original

Copy To:

- (1) To Supplier
- (2)

9. AFFIDAVIT (On Stamp Paper)

I _____ son/daughter of _____ resident of _____ solemnly undertake that I am an authorized signatory of M/s _____ (*insert name of the company with full address*) and I hereby undertake that the supplies for which payments are being claimed have been correctly made to the respective consignees. I take full responsibility for the correctness of the documents submitted against which the payment has been claimed. I further undertake that without prejudice to the rights of procurement agency as per the contract, I shall be solely responsible if any of the document is found to be fake, and to make good any loss suffered by the procurement agency due to incorrectness of the documents submitted by us for claiming payment against invoice(s) no(s). _____ (*insert details of invoices for which payments are being claimed*) amounting to _____.

With specific regard to the taxes/duties payable on the goods & incidental services for which payment is being claimed, I declare that I have deposited / will deposit the claimed taxes/duties to the relevant tax authorities and I will be fully responsible for the same.

We (name of Supplier) also confirm that we are responsible for compliance of all the statutory provisions regarding supply of drugs/other items as per law of the country. We hereby undertake to indemnify ICMR/ HITES for any loss incurred on account of the same.

Name: _____

Address: _____

(Full address of Supplier)

Witness 1 _____

Witness 2 _____

Address: _____

Address _____

Note:

1. The affidavit is to be submitted on a non-judicial stamp paper of Rs 100 /-(Rupee hundred) duly notarised and to be signed by the authorized signatory of the firm.
2. This affidavit is to be submitted along with the invoices at the time of claiming phased payment.

10. Proforma For Other Details Of Bidder/Manufacturer

1. Name & full address of the Manufacturer:
2.
 - a. Telephone & Fax No Office /Works
 - b. Telex No. Office/Works
 - c. Telegraphic address:
 - d. Email
3. Location of the manufacturing factory.
4. Name & full address of the Bidder
5.
 - a. Telephone/Mobile & Fax No Office/Factory/Work
 - b. Telex No. Office/Works
 - c. Telegraphic address:
 - d. Email
6. Details of two Persons that HITES/ ICMR may contact for requests for clarification during bid evaluation

	1 st	2 nd
1. Name: 2. Tel number (direct): 3. Mobile No. 4. Email address		

7. Bank details from where the Bank Guarantee for Bid Security has been issued: We also authorised to take references from bank.
 - a. Name and address of the Bank:
 - b. For a foreign bank, name of correspondent Bank in India:
 - c. Name of the contact Person
 - d. Phone number/Mobile
 - e. Fax Number
 - f. Email address

**Signature and seal of the
Bidder**

11. Integrity Pact

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on ____31ST ____ day of the month of __ 2020 ____

Between

HLL Infra Tech Services Ltd. [HITES], a wholly owned subsidiary company of M/s. HLL Lifecare Ltd. a Government of India Enterprise with registered office at HLL Bhawan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HITES", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s., with office at _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both HITES and BIDDER referred above are jointly referred to as the Parties]

HITES intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No.

HITES desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HITES to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HITES will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of HITES

- 1.1 HITES undertakes that HITES and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HITES will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HITES regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.
- 1.4 HITES will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HITES with full and verifiable facts any misconduct on the part of HITES's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HITES, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HITES. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HITES the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with HITES for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with HITES.
- 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.4 The Bidder(s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.
- 2.5 The Bidder (s) will promote and observe ethical practices within its Organization and its affiliates.

- 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.7 The Bidder (s) will not make any false or misleading allegations against HITES or its Associates.
- 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HITES that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HITES or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HITES.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, 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 introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HITES as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.
- 2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

- a. The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- b. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HITES is entitled to disqualify the BIDDER from the tender process.

Clause.4. Equal treatment of all Bidders / Contractors / Subcontractors

- 4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.
- 4.2 HITES will enter into agreements with identical conditions as his one with all Bidders and Contractors.
- 4.3 HITES will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation / Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HITES to take all or any one of the following action, wherever required:-
 - i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HITES by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact after award of the contract, HITES will be entitled to terminate the contract. HITES shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
 - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HITES, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HITES in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HITES, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HITES resulting from such cancellation/recession and HITES shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HITES for a minimum period of five (5) years, which may be further extended at the discretion of HITES or until Independent External Monitors is satisfied that the Bidder(s) will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HITES to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HITES will be entitled to all or any of the actions mentioned in Para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the

knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 5.3 The decision of HITES to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

- 7.1 HITES has appointed Sh. A.K. Arora, EX-DG, Indian Defence Service of Engineers as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Sh. A.K. Arora Independent External Monitor (IEM) Office: HLL Infra Tech Services Ltd B-14-A, sector 62, Noida 201307, U.P Tel:0120 4071500	Residence: B-333, Chittaranjan Park New Delhi – 110019 Tel:011 26273406 Mobile:+91 8130588577 Email:iem@hllhites.com
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- 7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.
- 7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HITES including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HITES will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.
- 7.8 The IEM(s) will submit a written report to the CEO/CMD of HITES within 3 to 5 weeks from the date of reference or intimation to him by HITES/BIDDER.

Clause.8. Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If HITES obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HITES has substantive suspicion in this regard, HITES will inform the same to the Chief Vigilance Officer, HLL

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HITES or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Delhi/ NCR Jurisdiction.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HITES and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this 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 Chairman and Managing Director/ CEO of HITES.

Clause.13. Other provisions

13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

13.2 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13.3 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

IN WITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL Infra Tech Services Ltd.

Bidder

Witness

Witness

1.....

1.....

2.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of the HITES in regard to involvement of Indian agents of foreign suppliers.

12. Format Form for Authorization Letter for Authorized Signatory

Authorization Letter to Submitted the bidder

(To be submitted on the letter head or bidder dully signed by Authorized board member).

We, M/s. _____ (Name of the firm/company with address of the registered office) hereby constitute, appoint and authorize Mr. /Ms. ____ (Name and residential address) who is presently employed with us and holding the position of _____ and whose signature is given below as our Authorized Signatory to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work _____ (name of work), including signing and submission of application / proposal, participating in the meetings, responding to queries, submission of information / documents and generally to represent us in all the dealings with ICMR or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with ICMR and thereafter till the expiry of the Contract Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Authorized Signatory to this Letter of Authorization and that all acts, deeds and things done by our aforesaid Authorized Signatory shall always be deemed to have been done by us.

(Add in the case of a Consortium/Joint Venture)

Our firm is a Member/Lead Member of the Consortium of _____, _____ and _____.

Dated this the _____ day of _____ 20

(Signature and name of authorized signatory being given Power of Attorney)

(Signature and name in block letters of *All the partners of the firm, * Authorized Signatory for the Company)

(* *Strike out whichever is not applicable*)

Seal of firm/ Company

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes:

- In case the Firm / Company is a Member of a Consortium/ JV, the authorized signatory has to be the one employed by the Lead Member.
-

13. Check List of documents submitted

(All the pages of the bid should be Serial Numbered & signed/initialed)

Sl. No.	Activity	Yes/No/NA	Page No. in the Bid
A	Whether Tender Processing Fee applicable as per NIT Submitted		
1	(a) Bid Security for required amount		
	(b) Bid Security in the form of		
	(i) <i>Bank Guarantee as per format in Bidding document</i>		
	(ii) <i>FDR or Draft or Banker's cheque issued by Nationalized bank</i>		
	(c) Validity Date of Bid Security (Valid upto 45-days beyond the bids validity) as specified in ITB Data Sheet clause 17.2)		
	(d) Amendment in Bid Security (if any)		
2	The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email Ids. For Banks from outside India the details of the correspondent Bank in India.		
3	(a) Bid Form duly signed		
	(b) Authorization Letter in favour of the signatory		
4			
5	Documents establishing post qualification (ITB 6)		
	(a) Certificate of incorporation of Manufacturer		
	(b) Manufacturing Licence of the good(s) quoted in bid List of drugs being manufactured by the bidder with product registration/ license number and date.		
	(c) Submit copy of contacts of items as Proof of manufacturing of particular items for each regulated product quoted in the tender for at least. ONE year, Indicate Serial No. in performance statement		
	(d) Performance statement as per required Proforma, along with supporting documents viz. (i) Copy of Purchase Orders/ Copy of Invoices/ Proof of Payment received from Procurement agency's & (iv) Documentary evidence (Client's certificate) in support of satisfactory completion of contract.		
	(e) Quality certification documents as per section IV (Technical Speciation)		
	(f) Submit copy of contract (out of contracts mentioned in performance statement which establishes the post qualification criteria of completing one similar contract in last three years		
	(g) Affidavit on non-judicial stamp paper for Rs 100/- confirming that the performance statement given is correct		
	(h) Certificate of having achieved Annual production rate of equivalent product for last three years by CA.		
	(i) Copies complete set of audited financial statements of accounts (including balance sheet, profit and loss account, auditor's reports and IT returns) certified by the auditor of the Company for last three financial years		
6	Documents to establish that product is registered in India as per ITB clause 6.4 if Applicable		
7	Details of onsite quality control laboratory facilities and services and range of test conducted.		
8	Statement of installed manufacturing capacity certified by appropriate authority		
9	No deviation statement on technical specification		

10		Check list of technical specification. Please give compliance (Yes/No) of each clause of technical specification in tabular form.		
11	(a)	Agreement with all terms and condition of the bid document		
	(b)	If no, have you indicated deviations		
12		Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; for both manufacturer & non manufacturer		
13		Undertaking as per clause ITB 6.3 (1) {The bidder and the manufacturer whose product is offered by the bidder shall disclose instance of previous past performance of his and the manufacturer whose product is offered by the bidder, that may have resulted into debarment/blacklisting by MOH&FW, GOI, or any Central Govt. Department or State Government which is still effective on the date of opening of bid. Such debarment/blacklisting which is still effective on the date of opening of bid will make the bidder ineligible to participate in this bidding process. If no debarment/blacklisting has been done against the Bidder, the bidder must provide an undertaking that the bidder and the manufacturer whose product is offered by the bidder is not debarred/blacklisted by MOH&FW, GOI, or any Central Govt. Department or State Government which is still effective on the date of opening of bid. The bidder will also disclose immediately any such debarment/blacklisting which takes place after opening of bid and before issue of NOA, to the procurement agency.}		
14	(a)	The bidder shall provide an undertaking that: The proprietor/promoter/director of the firm, its employee, partner or representative is not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.		
	(b)	The firm does not employ a government servant, who has been dismissed or removed on account of corruption.		
15		<u>Form 10: Proforma for other details of Bidder, Manufacturer and its Bank</u>		
15a		Furnish Authority to seek references from the Bidder's bankers		
16		<u>Form 11: Integrity Pact</u>		
17		Is your company a Micro or Small Enterprises as per Micro, Small and Medium Enterprises Development (MSMED) Act 2006? If yes, submit the copy of relevant registration certificate. (if No, submit a certificate that the bidder is Not a Micro or Small Enterprises)		
18		Submit the following details (for Indian Bidders): Name, address, PAN and Income Tax details(ward/circle where they are being assessed) of the Directors of the Bidding Company. (if foreign bidder, only submit a certificate that the bidder is foreign bidder)		
19		Submit the following details (for Indian Bidders): Registration details of the company under GST and other laws as may be applicable and also duties and tax clearance certificate. (if foreign bidder, only submit a certificate that the bidder is foreign bidder)		
20		Submit copy of Test Report (COA) & Kit Inserts for the quoted item		
21		Submit copy of Stability Study Data for the quoted item		
22		Bidders are required to comply with following three conditions: 1. The supplier shall not supply drugs manufactured from any of its		

	<p>production units which is banned by DCGI. In addition, any alert issued by any Regulatory authority shall be immediately brought to the notice of the Procurement agency and further supply shall be made only after obtaining clearance from the procurement agency/client.</p> <p>2. In case of any ceiling prices fixed within the validity period of this contract, by Government of India in respect of formulations/drugs to be supplied under this contract, the lesser of the two prices viz. the unit prices in the contract and the ceiling prices as notified by Government of India, will be applicable for the supplies made after issue of the Notification by GOI.</p> <p>3. If the supplier supplies the same formulations in the contract at lesser unit prices to any other party during the validity of the contract, the unit prices in this contract shall also be reduced to match with those lesser prices. Firm shall give a declaration for this at the time of submission of their bills.</p>		
23	<p>A Bidder who has already registered its Goods by the time of bidding should submit a copy of the Registration Certificate with its bid. Otherwise, the successful Bidder, by the time of Contract signing, shall submit to the Procurement agency:</p> <p>(1) Copy of Registration Certificate establishing registration of Goods to be supplied under the Contract, with the National Regulatory Authority of India viz. Central Drugs Standard Control Organization (CDSCO).</p> <p>(2) Copy of documentation indicating that the goods proposed to be supplied under this contract are registered and licensed for use in India by the DCG (I) (Drugs Controller General of India) for imported pharmaceuticals and by the competent authority defined under the Drugs and Cosmetics Act 1940, as amended, after appropriate evaluation by centers approved by the DCG (I) (Drugs Controller General of India) for pharmaceuticals produced by indigenous manufacturers.</p>		
24	Whether submitted a notarized affidavit that the bidder does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.		
25	Whether submitted a self-declaration on Rs. 10/- non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/other Institute in India)		

To,
 CEO
 HLL Infra Tech Services Limited
 Procurement and Consultancy Division
 B-14 A, Sector -62, Noida -201307, Uttar Pradesh

Ref: Tender Enq #.....

Sir,
 I/We enclose the necessary documents duly signed, as shown in Checklist (in order in which they are mentioned). I/We have carefully read and understood the terms and conditions stated in the tenders from and I/We shall abide by all these conditions. I/We further endorse that in particular, the terms and

conditions of Delivery Period, Payment Terms, Place of Delivery etc are acceptable to me/us and no representation will be made by me/us afterwards for altering the same.

I/We verify the copies of the certificates/documents enclosed herewith are authentic true copies of the original certificates/documents for verification on demand. I/We undertake to upload the attested copies of certificates/documents required on the website.

I/we take the responsibility of the genuineness & of the document submitted. If a later any document is found to be fake then I/We take full responsibility and HITES/ICMR can take any action against us.

I/We will be cautious to see that the uploaded scan documents are legible and i/we understand that if the documents are not legible, my/our tender will be rejected.

I/We have attached all the documents as asked for the Checklist. I/we have to attach any information/document then I/we are fully aware that all documents can be verified by HITES/ICMR.

I/We verify that I/We are in possession of the requisite licenses/permits required for the manufacture /supply /sale /distribution of the items and further verify that the said licenses/permits have not been revoked/ cancelled by the issuing authorities and are valid as on date. I/We also verify that I/We have not been declared defaulter, blacklisted or debarred by any State or Central Government or Constitutional authority or Financial Institution or Judicial Court or any Government undertakings.

I/We also take cognizance of the fact that providing misleading or questionable information or failure to furnish correct or true information to you or any other Officer or failure to comply with any contractual requirement laid down by you will be considered as a serious breach of the terms and conditions of the tender and will invite disqualification and other penal action as deemed fit by the HITES/ICMR.

Thanking You,

Yours faithfully,

Sign & Stamp of Tenderer.

SECTION VI.

List of Requirement

Part I:

Sl. no.	Tender ID	Short Description of goods	QTY (Nos)	Delivery Period
1	As Per section I - NIT	Master Mix for COVID-19 testing	1500	14 days
2		Primers [#] (Oligonucleotides) for COVID-19 testing (Fixed yield of 130nM)	480	14 days (In two schedules - 240 each, one week apart)
3		Probes [#] for COVID-19 testing (Fixed yield of 50nM)	48	14 days

[#]The quantity of primer probe is calculated on the basis of yield mentioned. Yield is very important to achieve 15 lakh reactions

Part II: Required Delivery Schedule:

The delivery of the contracted goods shall be made in a manner which is as tabulated above from the date of placement of order.

Part III: Warranty period as per GCC Clause 14.

Part IV: Required Terms of Delivery and Destination: Free Delivery at Consignee's Site(s)

Part V: The Consignee details are as under:

Sl. No.	Consignee List
1	National Institute of Malaria Research, Sector 8, Dwaraka, New Delhi, Delhi 110077
2	National Institute for Research in Reproductive Health, J. Merwanji St, Parel East, Parel, Mumbai, Maharashtra 400012
3	National Institute of Epidemiology, R 127, 3 rd Avenue, 2 nd Main Rd, Near Ambattur, Ayapakkam, Chennai, Tamil Nadu 600077
4	National Institute of Cholera and Enteric Diseases, P-CIT Scheme XM, 33, CIT Rd, Subhas Sarobar Park, Phool Bagan, Belegghata, Kolkata, West Bengal 700 010

The delivery of the Goods shall be supplied to ICMR specified locations in New Delhi, Mumbai, Chennai and Kolkata. The distribution of goods supplied will be proportionately divided between the listed cities i.e. Delhi -40%, Mumbai -25%, Chennai 20 %, Kolkata -15 % for the entire consignment. The percentage distribution shall remain constant with all the selected bidders during all the phases of goods supply

APPENDIX – A

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion
(Public Procurement Section)

Dated 28th May, 2018
Udyog Bhawan, New Delhi

To
All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding.

Department of Industrial Policy and Promotion, in partial modification of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' with immediate effect:-

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued :

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

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'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Requirement of Purchase Preference : Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder"

- a. "In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply";
- b. "In the procurements of goods or works which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed";
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c. "In procurements of goods or works not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed":-
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

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- ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20% .
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
- a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

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- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

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e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
14. **Powers to grant exemption and to reduce minimum local content:** Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,
 - a. reduce the minimum local content below the prescribed level;
 - b. reduce the margin of purchase preference below 20% ;
 - c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:
 - Secretary, Department of Industrial Policy and Promotion—Chairman
 - Secretary, Commerce—Member
 - Secretary, Ministry of Electronics and Information Technology—Member
 - Joint Secretary (Public Procurement), Department of Expenditure—Member
 - Joint Secretary (DIPP)—Member-Convenor

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- 6 -

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

- 17. Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee
- shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - shall annually assess and periodically monitor compliance with this Order
 - shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - may require furnishing of details or returns regarding compliance with this Order and related matters
 - may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
 - may consider any other issue relating to this Order which may arise.
- 18. Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
- 19. Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
- 20. Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(B. S. Nayak)
Under Secretary to Government of India
Ph. 23061257

F.No.31026/36/ 2016-MD
Ministry of Chemicals & Fertilizers
Government of India
Department of Pharmaceuticals

Dated / 18th May, 2018
Janpath Bhawan, New Delhi

Subject: Guidelines for implementing the provisions of Public Procurement (Preference to Make in India) Order (PPO), 2017, related to procurement of Goods & Services in Medical Devices - reg.

No. 31026/36/2016-MD: Whereas Department of Industrial Policy and Promotion (DIPP), pursuant to Rule 153(iii) of the General Financial Rules 2017, has issued Public Procurement(Preference to Make in India) Order (PPO), 2017 vide no. P-4502/2/2017-B.E.-II dated 15.06.2017.

Whereas DIPP, in order to facilitate the implementation of the PPO, 2017, vide D.O. No. P-45021/2/2017-BE-II dated 14.08.2017 has identified Department of Pharmaceuticals (DoP) as the Nodal Department for implementing the provisions of the PPO 2017 relating to goods & services related to Pharmaceuticals Sector. DIPP vide Office Memorandum no. P-45021/13/2017-PP Section BE-II dated 23.03.2018 has decided that the Nodal Ministry for product category Medical Devices shall be Department of Pharmaceuticals.

Whereas Para 3 of PPO, 2017 makes it mandatory for procuring entities to give purchase preference to local suppliers, Para 5 of PPO, 2017 empowers Nodal Ministry to prescribe percentage and the manner of calculation of minimum local content in respect of any particular item relating to medical devices and Para 9 of PPO, 2017 deals with verification of local content.

Now, therefore, DoP issues the following guidelines for implementation of the provisions of PPO, 2017 with respect to public procurement of Goods & Services in Medical Devices:

- 1) **Percentage of Minimum Local Content:** Medical Device Industry (MDI) is a multi-product industry responsible for provisioning of wide variety of crucial medical products ranging from simple tongue depressors & glucometer strips to large radiology & electronic medical equipment. The medical devices industry can be broadly classified as consisting of (a) medical disposables and consumables; (b) medical electronics, hospital equipment, surgical instruments; (c) Implants; and (d) In-Vitro Devices/Diagnostic Reagents. Individually there are around 5000 different kinds of medical devices and it is not practical to prescribe the local content and percentage of preference in domestic procurement for each medical device.

Moreover, DoP needs accurate and reliable data regarding total capacity and production of various categories of medical devices in India, regarding the level

of competition in the market in different segment of medical devices and regarding the processes involved in the manufacture of medical devices for prescribing the percentage of minimum local content for each category of medical devices, for determining the manner of calculation of local content in the medical devices and for determining the purchase preference to be given to local suppliers in the procurement by the public agencies. The percentage of local content, the manner of calculation of the local content and the provision of supplies to be procured from local suppliers may be revised after relevant data in this regard becomes available.

However for the time being, based on the present level of understanding of the medical device market in India and discussion with various industry representatives, DoP in accordance with Para 5 of PPO, 2017 prescribes the following percentages of minimum local content for various categories of medical devices for preference in public procurement:

Category of Medical Devices	% of Minimum Local Content	% of Local Content proposed to be increased in phased manner over next three years
Medical disposables and consumables	50%	50% to 75%
Medical electronics, hospital equipment, surgical instruments	25%	25% to 45%
Implants	40%	40% to 60%
Diagnostic Reagents/IVDs	25%	25% to 45%


2) **Manner of calculation of Local Content:** DoP in accordance with Para 5 of PPO, 2017 prescribes the following manner of calculation of local content:

- i. Local content of Medical Device shall be computed on the basis of the cost of domestic components in the device/service compared to the total cost of the device/service. The total cost of product shall be the cost incurred for the production of the medical device including direct component i.e. material cost, manpower cost and overhead costs including profit but excluding taxes and duties.
- ii. The determination of local content cost shall be based on the following:
 - a) In the case of direct component (material), based on the country of origin
 - b) In the case of manpower, based on domestic manpower
- iii. The calculation of local content of the combination of several kinds of goods shall be based on the ratio of the sum of multiplication of local content of each goods with the acquisition price of each goods to the acquisition price of combination of goods.
- iv. Format of calculation of local content shall be as contained in **Enclosure-I**.

- 3) **Requirement of Purchase Preference:** Purchase preference shall be given to local suppliers by all procuring entities as per provisions laid down in para 3 of PPO, 2017. Further, as per provisions of Para 3(a) of the PPO 2017 i.e. in procurement of goods where sufficient local capacity and local competition exists and estimated value of procurement is Rs 50 Lakhs or less, a list of goods will be issued by this Department in due course. Till the time such a list is issued, provisions of para 3(b) or para 3(c) of PPO, 2017, as applicable, shall apply for all procurements without regard to value of procurement.
- 4) **Verification of Local Content:**
- a) The local supplier at the time of tender, bidding or solicitation shall be required to furnish self-certification of local content in the format as contained in Enclosure-II.
 - b) In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c) In each tender, procuring entity shall clearly mention the details of its competent authority which is empowered to look into procurement related complaints and the fees for such complaints, relating to implementation of PPO, 2017.
 - d) In case a complaint is received by the procuring entity against the claim of a bidder regarding domestic value addition in medical device, the procuring entity shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to DoP to the Grievance Redressal Committee consisting of the following:
 1. Chairman - Joint Secretary (Medical Device) in DoP
 2. Member - Director / Deputy Secretary (Medical Devices) in DoP
 3. Member - Representative (not below the rank of Deputy Secretary) from M/o Health & Family Welfare / CDSO
 - e) Any complaint referred to the procuring entity shall be submitted along with all necessary documentation in support of the complaint regarding domestic value addition claimed in medical device and shall be disposed of within 4 weeks of the reference by the procuring entity.
 - f) In case, the complaint is referred to DoP by a bidder or procuring entity, the grievance redressal committee shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the procuring entity. The bidder shall be required to furnish the necessary documentation in support of the local content claimed in medical devices to the grievance redressal committee under DoP within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with procuring entity to establish the bonafides of the claim.
 - g) In case of reference of any complaint by the concerned bidder, there would be a fee of Rs. 2 Lakh or 1% of the value of the medical devices being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, to be paid by way of a Demand Draft to be deposited with the procuring entity, along with the

complaints by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

- 5) All other provisions of PPO, 2017 shall be applicable as such and shall be adhered to by all procuring agencies for procurement of any medical device.
- 6) These guidelines shall remain applicable for one year or until further orders from the date of its issuance.


(Dinesh Kapila)
Economic Adviser
Ph. 23381927

Enclosure-I**Calculation of Local Content**

Name of manufacturer	Calculation by Manufacturer (Cost per unit of product)		
Cost Component	Cost (Domestic Component) a	Total Cost b	Percentage of Local Content $c=(a/b)*100$
I.			
II.			
III. Total Cost (Excluding tax and duties)			

Note:

I. **Cost (Domestic Component):** Cost of domestic component may be calculated based on one of the followings depending on data available. Each of these calculations should provide consistent result.

a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) and which have not been imported directly or through a domestic trader or an intermediary.

b. Ex-Factory Price of product minus profit after tax minus sum of imported Bill of Material used (directly or indirectly) as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) minus warranty costs.

c. Market price minus post-production freight, insurance and other handling costs minus profit after tax minus warranty costs minus sum of Imported Bill of Material used as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken) minus sales and marketing expenses.

II. **Total Cost:** Total cost may be calculated based on one of the following depending on data available. Each of these calculations should provide consistent result.

a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken).

b. Ex-Factory Price of product minus profit after tax, minus warranty costs.

c. Market price minus post-production freight, insurance and other handling costs minus profit after tax, minus warranty costs minus sales and marketing expenses.

Enclosure-II**Format for Affidavit of Self Certification regarding Local Content in a Medical Device to be provided on Rs. 100/- Stamp Paper**

Date: _____

I _____ S/o,D/o,W/o _____, Resident of _____

do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No:

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said medical device has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017-B.E.-II dated 15.06.2017 and Guidelines issued vide letter no. 31026/36/2016-MD dated 18.05.2018.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority:

- i) Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)
- ii) Date on which this certificate is issued
- iii) Medical devices for which the certificate is produced
- iv) Procuring entity to whom the certificate is furnished
- v) Percentage of local content claimed
- vi) Name and contact details of the unit of the manufacturer
- vii) Sale Price of the product
- viii) Ex-Factory Price of the product
- ix) Freight, insurance and handling
- x) Total Bill of Material
- xi) List and total cost value of inputs used for manufacture of the medical device
- xii) List and total cost of inputs which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached.
- xiii) List and cost of inputs which are imported, directly or indirectly


For and on behalf of**(Name of firm/entity)**

Authorized signatory (To be duly authorized by the Board of Director)

APPENDIX – B**INDIAN COUNCIL OF MEDICAL RESEARCH
NEW DELHI****Validation Centres for Diagnostics for COVID-19**

S.No	Name of the Institute	Head of the Institute	Nodal Person	Validation for
1	ICMR – National Institute of Virology (NIV), Pune	Dr. Priya Abraham Director director.niv@icmr.gov.in	Dr. Varsha Potdar, Scientist D & HOD Potdarvarsha9@gmail.com 9890307757	<ul style="list-style-type: none"> • RT-PCR • RNA Extraction Kits • VTM
2	CSIR – Centre of Cellular & Molecular Biology, Hyderabad	Dr. Rakesh K Mishra, Director mishra@ccmb.res.in	Dr. N. Madhusudana Rao Chief Scientist madhu@ccmb.res.in 9949973404	<ul style="list-style-type: none"> • RT-PCR • RNA Extraction Kits • VTM
3	ICMR- National Institute of Malaria Research (NIMR), Dwarka , Delhi	Dr. Amit Sharma Director directornimr@gmail.com	Dr. Himmat Singh, Scientist D himmatpawar@gmail.com 9414242471	<ul style="list-style-type: none"> • RT-PCR • RNA Extraction Kits • VTM
4	ICMR-National Institute of Epidemiology (NIE), Chennai	Dr. Manoj Murhekar Director directornie@icmr.org.in	Dr.C.P.Girish Kumar, Scientist –E girishmicro@gmail.com 9840304596	<ul style="list-style-type: none"> • RT-PCR • RNA Extraction Kits • VTM
5	ICMR-National Institute of Virology (NIV), field unit in Bengaluru	Dr. Ashok Office Incharge ashokmniv@gmail.com	Dr. Ashok, Office Incharge ashokmniv@gmail.com 9844250897	<ul style="list-style-type: none"> • RT-PCR • VTM
6	ICMR-Regional Medical Research Centre (RMRC), Bhubaneswar, Odisha	Dr. Sanghmitra Pati Director drsanghamitra12@gmail.com	Dr Jyotirnayee Turuk Scientist C, Microbiology driyotirmayeeturuk@gmail.com 7653915589	<ul style="list-style-type: none"> • RT-PCR • RNA Extraction Kits • VTM
7	ICMR-National Institute for Research in Reproductive Health (NIRRH) , Mumbai	Dr. Smita Mahale Director drsanghamitra12@gmail.com	Dr. Dhanashree Jagtap Scientist 'C' ghanashreedj@rediffmail.com 9321341919	<ul style="list-style-type: none"> • RT-PCR • RNA Extraction Kits • VTM
8	Postgraduate Institute of Medical Education & Research (PGIMER), Chandigarh	Dr. Jagat Ram Director pgimer-chd@nic.in	Prof Mini P Singh Professor of Virology minipsingh@gmail.com ; covidmentordrmini@gmail.com 09357784144	<ul style="list-style-type: none"> • RT-PCR • RNA Extraction Kits • VTM
9	King George's	Dr. M.L.Bhatt	Prof. Amita Jain, HoD,	<ul style="list-style-type: none"> • RT-PCR

	Medical University (KGMU), Lucknow	Vice Chancellor vc@kgmcindia.edu	Microbiology amita602002@yahoo.com 9415023928	<ul style="list-style-type: none"> RNA Extraction Kits VTM
10	ICMR-Rajendra Memorial Research Institute of Medical Science (RMRIMS), Patna	Dr. Pradeep Das Director drpradeep.das@gmail.com	Dr. Abhik Sen Scientist D abhiksen78@gmail.com	<ul style="list-style-type: none"> RT-PCR RNA Extraction Kits VTM
11	ICMR-National Institute of Virology (NIV) field unit in Alapuzha, Kerala	Dr. A.P. Sugunan Scientist 'G' & Officer-in-Charge NIV Kerala Unit Govt. TD Medical College Hospital, Vandanam Alappuzha 688005 Kerala	Dr. A.P. Sugunan Scientist 'G' & apsugunan@gmail.com 9444389233	<ul style="list-style-type: none"> RT-PCR RNA Extraction Kits
12	ICMR - National AIDS Research Institute (NARI), Pune	Dr. Samiran Panda, Director	Dr. Vandana Saxena, Scientist - D vsaxena@nariindia.org 8554052508 Dr. Swarali Kurle, Scientist - C skurle@nariindia.org 9881155250	<ul style="list-style-type: none"> RT-PCR
13	ICMR-National Institute of Pathology (NIP), New Delhi	Dr. Nasreen Z Ehtesham Director- in-Charge nzehtesham@gmail.com	Dr. Usha Agrawal Scientist F ushakaggarwal.nip@gov.in 8810439746	<ul style="list-style-type: none"> RT-PCR
14	ICMR – National Institute of Cholera and Enteric Diseases (NICED), Kolkata	Dr. Shanta Dutta Director shanta.niced@icmr.gov.in	Dr. Mamta Chawla Sarkar Scientist-F chawlam70@gmail.com 9830660999	<ul style="list-style-type: none"> RT-PCR RNA Extraction Kits

APPENDIX – C**Attachment 1: Provisions added in the Contract through present Amendment to meet World Bank Requirements**

Fraud and Corruption: This Procurement is financed by the World Bank (the "Bank"). The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in following paragraphs. In further pursuance of this policy, the Contractor/Supplier/Service Provider and its subcontractors and personnel agree to permit the Bank to inspect all accounts, records and other documents relating to bid/proposal submission and contract performance, and to have them audited by auditors appointed by the Bank; and also agree with the following provisions.

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this attachment apply with respect to current procurement.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

- (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

**Attachment 2: Provisions being added in the Contract through present
Amendment to meet AIIB Requirements**

1. Purpose

AIIB's Policy on Prohibited Practices and this attachment also applies with respect to current procurement.

2. Requirements

In addition to compliance to provisions listed in Attachment 1 , AIIB also requires compliance to additional aspects of "AIIB's Policy on Prohibited Practices" namely (a) "misuse of resources", which means improper use of the AIIB's resources, carried out either intentionally or through reckless disregard; and (b) "theft" which means the misappropriation of property belonging to another party. In case of occurrence of misuse of resources and theft, AIIB will take remedial actions as per its policy as well as may sanction a firm or individual as per its Sanction Framework.