

CHAPTER - 1
INSTRUCTIONS TO BIDDERS

Table of Contents

<u>Sl. No.</u>	<u>Contents</u>
A.	<u>Introduction</u>
1.1	Eligible Bidders
1.2	Cost of Bidding
1.3	Code of Integrity for Public Procurement
B.	<u>The Bidding Documents</u>
1.4	Cost of tender Documents
1.5	Content of tender Documents
1.6	Clarification of tender documents
1.7	Amendment of tender Documents
C.	<u>Preparation of Bids</u>
1.8	Language of Bid
1.9	Purchase Preference Policies
1.10	Documents Comprising the Bid
1.11	Bid form and price schedule
1.12	Bid Prices
1.13	Conditional tenders
1.14	Bid Security
1.15	Period of Validity of Bids
1.16	Format and Signing of Bid
D.	<u>Submission and Sealing Bids</u>
1.17	Submission, Sealing and Marking of Bids
1.18	Deadline for Submission of Bids
1.19	Late Bids
1.20	Withdrawal, substitution and Modification of Bids
E.	<u>Opening and Evaluation of Bids</u>
1.21	Opening of Bids by the Purchaser
1.22	Clarification of Bids
1.23	Preliminary Examination
1.24	Responsiveness of Bids
1.25	Non-Conformity, Error and Omission
1.26	Examination of Terms & Conditions, Technical Evaluation
1.27	Evaluation and Comparison of bids
1.28	Contacting the Purchaser
F.	<u>Award of Contract</u>
1.29	Negotiations
1.30	Award Criteria
1.31	Purchaser's right to accept any Bid and to reject any or all Bids
1.32	Notification of Award
1.33	Order Acceptance
1.34	Performance Security
1.35	Pre-bid Conference
1.36	Integrity Pact

A. Introduction

1.1. Eligible Bidders

1.1.1 This Invitation for Bids is open to all medical pharmacy shops operating for the last 5 years or more & complying with qualifying requirements of this tender.

1.1.2 The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process.

1.2 Cost of Bidding

1.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3 Code of Integrity

1.3.1 The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

1.3.2 Code of integrity for Public Procurement:

The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **"Corrupt practice"**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **"Fraudulent practice"**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **"Anti-competitive practice"**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) **“Obstructive practice”**: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by 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 by impeding the purchaser’s Entity’s rights of audit or access to information;

1.3.3 **Obligations for Proactive disclosures**

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

1.3.4 **Punitive Provisions**

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a

contract, the purchaser may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.

- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

- iii) Provisions in addition to above:
 - a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

B. The Bidding Documents

1.4 Cost of Tender Documents

1.4.1 The bidding documents are available to the bidders free of cost.

1.5 Content of Tender Documents

1.5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids and Critical Date Sheet have been divided into **8** Chapters as under:

- Chapter 1: Instructions to Bidder (ITB)
- Chapter 2: General Conditions of Contract (GCC) and Special Condition of Contract (SCC)
- Chapter 3: Schedule of Requirements
- Chapter 4: Price Schedule Forms
- Chapter 5: Qualification requirements
- Chapter 6: Contract Form
- Chapter 7: Other Standard Forms comprising:

- (1) Bidder Information Form
- (2) Bid Security Form
- (3) Bid Securing declaration
- (4) Performance Statement form
- ~~(5) Deviation Statement Form;~~
- (6) Service Support details;
- (7) Bid form
- (8) Performance Security Form;
- (9) Acceptance Certificate Form
- (10) Integrity pact
- (11) Format for declaration by the bidder for code of integrity and Conflict of interest.

1.5.2 The Bidder is expected to examine all instructions, forms & terms in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

1.6 Clarification of tender documents

1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing sufficiently in advance before the due date of opening (Online Clarification option is also available on the portal). Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under Clause relating to amendment of Bidding Documents and Clause relating to Deadline for Submission of Bids.

1.7 Amendment of Tender Documents

1.7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by Floating Corrigendum in to the etenders portal (<https://etenders.gov.in/eprocure/app>) all prospective bidders are expected to surf the etenders website before submitting their bids to take cognizance of the amendments.

1.7.2 In order to allow prospective bidders' reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and inform all the prospective bidders to whom the invitation to bid has been sent.

C. PREPARATION OF BIDS

The Bidders are requested to kindly go through the Instructions To Bidder also for Online Bid Submission before Preparation and Submission of Bid. The Document is available on the etenders Portal at www.etenders.gov.in>Downloads(available on Left Panel)>Instructions To Bidder for Online Bid Submission

1.8. Language of Bid

1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical.

1.8.2 The Supplier shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Supplier.

1.9 Purchase Preference Policies

1.9.1 The purchaser is bound to give product reservation/purchase preference/price preference in line with current Govt. of India procurement policies to help inclusive national economic growth by providing long term support to Micro and Small enterprises and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements.

1.10 Documents comprising the bid

The bid prepared by the Bidder shall include documents as under:

A. Technical bid

- (a) Tender Acceptance Form
- (b) Bidder Information Form
- (c) Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;
- (d) Bid security as specified in the Invitation to Bids;
- (e) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (f) Integrity Pact, if required;

B. Price bid

- (i) Bid form;
- (ii) Applicable Price Schedule Form;

1.11 Bid form and price schedule

1.11.1 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white 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.

1.12 Bid Prices

1.12.1 The Bidder shall indicate on the appropriate price schedule form (provided as BoQ with the Tender), the discount in percentage for supply under the contract.

1.12.2 Prices indicated on the price-schedule form shall be entered separately in the following manner:

1.12.3 The price quoted shall remain fixed during the contract period and shall not vary on any account

Note: All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC, IT, etc.), wherever applicable.

1.13 Conditional tenders shall not be accepted.

1.14 Bid Security

1.14.1 The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount as specified in the Invitation for Bids if any. In the case of foreign bidders, the BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders; the BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

1.14.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.

1.14.3 The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at the bidders' option:

(a) A bank guarantee issued/confirmed by a Scheduled Commercial Bank in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Scheduled commercial bank in India; or

(b) Fixed Deposit receipt pledged in favour of the Lab. /Institute.

(a) A Banker's cheque or demand draft in favour of the purchaser issued by any Scheduled commercial bank in India;

(b) Bid Securing Declaration

(c) EMD shall be submitted in the electronic format online (by scanning) while uploading the bid. This submission shall mean that EMD is received electronically.

However, for the purpose of realisation, the bidder shall send the demand draft/banker's cheque / pay order in original to the designated officer through post or by hand so as to reach by the time of tender opening. In case of exemption of EMD, the scanned copy of the document in support of exemption will have to be uploaded by the bidder during bid submission; or the bid security should be submitted in its original form. Copies shall not be accepted.

1.14.4 The bid security should be submitted in its original form. Copies shall not be accepted.

1.14.5 The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.

1.14.6 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest.

1.14.7 The bid security may be forfeited:

- (a) If a Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 14 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

1.14.8 **Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the bank reissuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.**

1.15 Period of Validity of Bids

1.15.1 Bids shall remain valid for minimum of 120 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

1.15.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by post, fax or e-mail). The bid security provided shall also be suitably extended failing which the bid would be summarily ignored. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

1.15.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.16 Format and Signing of Bid

- 1.16.1 The bids may be submitted online in single cover or two cover as specified in the Invitation for Bids.
- 1.16.2 In case the bids are invited on single cover basis, both Technical and Financial bids is submitted in one cover online on etenders portal.
- 1.16.3 In case the bids are invited on two cover basis, the Bidder shall submit the bids in two separate parts. One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the priced-bid comprising bid form and price schedules (BoQ).

D.Submission of Online Bids

The Bidders are requested to kindly go through the Instructions To Bidder also for Online Bid Submission before Preparation and Submission of Bid. The Document is available on the etenders Portal at www.etenders.gov.in>Downloads(available on Left Panel)>Instructions To Bidder for Online Bid Submission

1.17 Online Submission of bids

1.17.1 Bids shall be submitted online only at CPPP website: <https://etenders.gov.in/eprocure/app>.

1.17.2 In the case of bids invited on single cover basis, both technical and financial document are submitted online in one cover online.

1.17.3 In the case of bids invited on two cover basis, Technical document is submitted in one cover and financial document (BoQ) is submitted in second cover online.

1.18 Deadline for Submission of Bids : As per CPPP website notification

Bids shall be submitted online only at CPPP website:

<https://etenders.gov.in/eprocure/app> . Between Bid Submitted start date and end date

1.19 Late Bids - Not in online process

1.20 Withdrawal, substitution and Modification of Bids.

1.20.1 Bidder can modify the bids any number of time online between bids submitted start date up to bid submitted end date.

1.20.2 Bids can be withdraw online at any time between bids submitted start date up to bid submitted end date with proper justification

E. Opening and Evaluation of Bids

1.21 Opening of Bids by the Purchaser

1.21.1 The Purchaser will open all bids online at the time and date mentioned at the time of creation of the tender. Relevant bidders can simultaneously take part in bid opening online and can see the resultant bids of all bidders. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.

1.22 Clarification of Bids

1.22.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

1.23 Preliminary Examination

1.23.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 1.10 have been provided, and to determine the completeness of each document submitted.

1.23.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected. Any document not enclosed by the bidder can be asked for, as in case of the traditional tender, by the purchaser and submitted by the bidder online, provided it does not vitiate the tendering process;

(a) Bid Form in accordance with ITB Clause 1.10;

(b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

- (i) The Bidder is not eligible.
- (ii) The Bid validity is shorter than the required period.
- (iii) Bidder has not agreed to give the required performance security or has not furnished the bid security.
- (iv) The goods quoted are sub-standard, not meeting the required specification, etc.

- (v) Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
- (vi) The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.

1.23.3 In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in Invitation to bids within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.

1.24 Responsiveness of Bids

1.24.1 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

- (a) Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

1.24.2 The purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

1.24.3 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

1.24.4 If a bidder quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

1.25 Non-Conformity, Error and Omission

1.25.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid that do not constitute a material deviation.

1.25.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.26 Examination of Terms & Conditions, Technical Evaluation

1.26.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.

1.26.2 The Purchaser shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

1.26.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 1.28, it shall reject the Bid.

1.27 Evaluation and comparison of bids

1.27.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

1.27.2 The bids shall be evaluated on the basis of final Discount Percentage.

1.28 Contacting the Purchaser

1.28.1 Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

1.28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

F. AWARD OF CONTRACT

1.29 Negotiations

1.29.1 There shall not be any negotiation normally. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

1.30 Award Criteria

1.30.1 The Purchaser will award the contract to the successful 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. The details of the award would be hosted on the website of the Purchaser.

1.31 Purchaser's right to accept Any Bid and to reject any or All Bids

1.31.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

1.32 Notification of Award

- 1.32.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.
- 1.32.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.32.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security the Purchaser will promptly notify each unsuccessful Bidder and will discharge their bid security.

1.33 Order Acceptance

- 1.33.1 The successful bidder should submit Order acceptance within 14 days from the date of issue, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.
- 1.33.2 The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

1.34 Performance Security

- 1.34.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security (PS) in the amount specified in the purchase order, valid till 60 days after the warranty period.
- 1.34.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 1.34.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries or in equivalent Indian Rupees in case the Performance Security is submitted by the Indian Agent
- 1.34.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.
- 1.34.5 The Performance security shall be in one of the following forms:
- (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/

Scheduled bank located in India or a foreign bank with preferably its operating branch in India in the form provided in the bidding documents. Or

(b) A Banker's cheque or Account Payee demand draft in favour of the purchaser.

Or,

(c) A Fixed Deposit Receipt pledged in favour of the Purchaser.

1.34.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise, without levy of any interest.

1.34.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

1.34.8 The performance security must be received within 21 days. However, the Purchaser has the powers to extend the time frame for submission of Performance Security (PS). Even after extension of time, if the PS is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

1.34.9 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

1.35 Pre-bid Conference (PBC)

1.35.1 A Pre-bid Conference shall be held as indicated in invitation to bid, if any. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate the purchaser the proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries (with envelope bearing Tender No. and Date on top and marked "Queries for Pre-bid Conference"- **Not in online process**) so as to reach the purchaser as indicated in invitation to bid. The purchaser shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. The proceeding of the Pre Bid Conference would be hosted on the **Portal** and website of the purchaser.

1.36 Integrity Pact

1.36.1 Integrity Pact binds both buyers and sellers to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.

1.36.2 The Integrity pact essentially envisages an agreement between the prospective

vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- i) Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available;
- ii) Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860;
- iii) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
- iv) Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;
- iv) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- v) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;

CHAPTER 2
CONDITIONS OF CONTRACT
A GENERAL CONDITIONS OF CONTRACT (GCC)

Table of Contents

Sl. No.	Clause
2.1	Definitions
2.2	Contract Documents
2.3	Code of Integrity
2.4	Joint Venture, Consortium or Association
2.5	Scope of Supply
2.6	Suppliers' Responsibilities
2.7	Contract price
2.8	Application
2.9	Limitation of Liability and Indemnity
2.10	Performance Security
2.11	Delivery and Documents
2.12	Terms of Payment
2.13	Change Orders and Contract Amendments
2.14	Termination for insolvency
2.15	Termination for Convenience
2.16	Settlement of Disputes
2.17	Governing Language
2.18	Applicable Law
2.19	Notice
2.20	Taxes and Duties
2.21	Other term and conditions
2.22	Document for Claim

GENERAL CONDITIONS OF CONTRACT (GCC)

2.1 Definitions

2.1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (i) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (ii) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (iii) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (iv) "Day" means calendar day.
- (v) "Completion" means the fulfilment of the Goods and related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (vi) "GCC" means the General Conditions of Contract.
- (vii) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (viii) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (ix) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (x) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (xi) The "Council" means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India and the
- (xii) "Purchaser" means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in Invitation to bid.
- (xiii) "The final destination," where applicable, means CSIR-IIP, Dehradun

2.2 Contract Documents

2.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

2.3 Code of Integrity

2.3.1 Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contractor in executing a contract, the Purchaser may take appropriate measures including one or more of the following:

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.
- d) Provisions in addition to above:
 - 1) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
 - 2) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - 3) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

2.4 Joint Venture, Consortium or Association

2.4.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

2.5 Scope of Supply

2.5.1 The Goods and Related Services to be supplied shall be as specified in invitation to bid.

2.6 Suppliers' Responsibilities

2.6.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

2.7 Contract price

2.7.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

2.8 Application

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

2.9 Limitations of liability and Indemnity

- a) The license/contract holder is responsible for all the commissions and omissions in providing its pharmacy activities and will also be responsible for all legal consequences that may arise in the course. The institute will not be held responsible for the outcome of its pharmacy activities provided by the license/contract holder/outsourced pharmacy and should any legal complications arise and is called upon to answer, the License/ Contract holder should defined the same at their own risk and cost.
- b) If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

2.10 Performance Security

2.10.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in the Purchase Order, valid till 60 days after the contract period

2.10.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

2.10.3 The Performance Security shall be denominated in Indian Rupees

2.10.4 The Performance security shall be in one of the following forms:

(a) A Banker's cheque or Account Payee demand draft in favour of the purchaser.

Or

(b) A Fixed Deposit Receipt pledged in favour of the Purchaser.

- 2.10.5 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, unless specified otherwise, without levy of any interest.
- 2.10.6 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.
- 2.10.7 The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.
- 2.10.9 **Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.**

2.11 Delivery and Documents

- 2.11.1 Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are as under:-

For goods manufactured within India

Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/Email.

- (a) Two copies of Supplier's Invoice indicating, *inter-alia* description and specification of the goods, quantity, unit price, total value;
- (b) Packing list;
- (c) Insurance certificate, if required under the contract;
- (d) Railway receipt/Consignment note;
- (e) Manufacturer's guarantee certificate and in-house inspection certificate;
- (f) Inspection certificate issued by purchaser's inspector, if any; and
- (g) Any other document(s) as and when required in terms of the contract;

Note:

- 01 The nomenclature used for the item description in the Invoices (s), packing list(s) and the delivery note(s) etc. should be identical to that**

used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).

- 02 The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses**

For goods manufactured abroad

Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX/Email.

- (a) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;
- (b) Packing list;
- (c) Certificate of country of origin issued by the supplier
- (d) Manufacturer's guarantee and Inspection certificate;
- (e) Inspection certificate issued by the Purchaser's Inspector, if any;
- (f) Insurance Certificate, if required under the contract;
- (g) Name of the Vessel/Carrier;
- (h) Bill of Lading/Airway Bill;
- (i) Any other document(s) as and when required in terms of the contract;

2.12 Terms of Payment

The authorized outsourced pharmacy shall claim payments twice a month (every fortnight) payments of the bills presented will be normally be arranged within 4 to 6 weeks from the date of presentation of the bill however the out sourced pharmacy shall not be entitled to any claim from IIP, Dehradun in respect of interest or damages in case the payment is delayed for any reasons.

Note: All payments due under the Contract shall be paid after deduction of statutory levies at the source (like GST, income tax etc) wherever applicable.

2.13 Change Orders and Contract Amendments:-

- (a) Changes due to any other situation not anticipated;
- (b) No changes in the price quoted shall be permitted after the purchase order has been issued except on account of statutory variations.
- (c) No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties

2.14 Termination for Insolvency

2.14.1 The Purchaser 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, which has accrued or will accrue thereafter to the Purchaser.

2.15 Termination for Convenience

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

2.15.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

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

2.16 Settlement of Disputes

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

2.16.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser 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. 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.

2.16.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- (a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to an **Delhi International Arbitration Centre(DIAC), New Delhi**. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed there under for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award. The venue of arbitration should be the place from where the contract has been issued.

2.16.4 The venue of the arbitration shall be the place from where the purchase order or contract is issued.

2.16.5 Not with standing 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 Purchaser shall pay the Supplier any monies due the Supplier.

2.17 Governing Language

2.33.1 The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

2.18 Applicable Law

2.18.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction from where the Purchase Order has been issued.

2.19 Notices

2.19.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified in the invitation to bid.

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

2.20 Taxes and Duties

2.20.1 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

2.20.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

2.20.3 All payments due under the contract shall be paid after deduction of statutory levies (at source) (like ESIC, IT, etc.) wherever applicable.

2.21 Other Term and Conditions

2.21.1 The License/Contract warrants that he/she has all the required facilities/Licenses/Certificates etc. for undertaking the Outsourced Pharmacy with their own Pharmacists to execute the SCOPE OF WORK as detailed in SECTION-1 of the Bid Document for all purposes as under:

- i) The License/Contract Holder shall stock at the Outsourced Pharmacy, the Branded Medicines/Drugs of well reputed Companies as prescribed by the Institute Medical Officer and dispense the same to the beneficiaries per the prescription of the Institute Medical officers and the Visiting Consultants, in accordance with the requirements of the IIP Dehradun.
- ii) The license/ Contract holder agrees to undertake the outsourcing pharmacy Activities at the quoted rates for the entire duration of the contract including the extended period if any.
- iii) The Possession of the Premises (Pharmacy Outlet) granted to the license (contract) holder/Outsourced pharmacy shall continue with the IIP Dehradun and the License/Contract shall be given only to the stock/dispense the medicines/drugs.
- iv) Depending on need, requirement and specific circumstances, the Institute may prescribe with prior consent of the other party certain other condition not specifically mentioned in this agreement, which shall carry same weightage as attached to all other condition mentioned in this agreement.
- v) The outsourced Pharmacy shall function as per dispensary timings throughout the contract period.
- vi) The payment of the salary, bonus etc. to the deployed persons is to be borne by the license/Contract holder.
- vii) The License/Contract holder would utilize the Outlet provided for establishing the Outsourced Pharmacy and take full responsibility of the same during its activities. It is the sole responsibility of the License/Contract holder to maintain the structure of the pharmacy outlet in the Institute health centre and any alteration or modification (Civil/Electrical) if necessary, shall be carried out only after the prior written approval of the Director, IIP Dehradun.
- viii) The License/Contract holder will treat the institute beneficiaries in a courteous manner and according to good medical practices.
- ix) The License/Contract holder undertakes to protect the secrecy of all the data or beneficiaries and this office and trade or business secrets of and will not share the same with any unauthorized person for any reason whatsoever or without any consideration.
- x) Any deficiency in service by the License/Contract holder will be looked into by the technical committee of the Institute and if anything is found wanting, such outsourced Pharmacy will be de-listed and the contract would be terminated forthwith by giving a month notice in advance or by giving another time as the Institute may be appropriate at its discretion. The decision of the Institute in this regard shall be final and binding.

The contract may also be terminated in terms of any stipulation provide elsewhere in this agreement.

- xi) It shall be the duty and responsibility of the License/Contract holder, at all times, to obtain, maintained sustain the valid recognition and high quality and standard of

its Pharmacy activities/services and to have all statutory/mandatory licenses/registrations/Certificates, permits or approvals of the concerned authorities under or as per the existing laws.

- xii) The License/Contract holder shall run the outsourced pharmacy at the institute Health Centre as per the contract agreement and shall not sublet or assigns or transfer, pledge or sub contract it to any person/Pharmacy/Agency/hospital. The institute may at its discretion terminate the contract.
- xiii) Nothing under this agreement shall be construed as establishing or creating between the parties any relationship of Master and Servant or Principal and Agent between the Institute and the License/Contract holder.
- xiv) The License/Contract holder/Outsourced pharmacy shall have its own approved letter pad, rubber stamp, seal etc.
- xv) The electricity charges shall be payable on actual consumption basis and would be paid every succeeding month by the out sourced pharmacy. The changes in the rates of electricity charges would be shown in the bills raised in this behalf by the institute while changes in license fee could be learnt from the Estate office.
- xvi) Sufficient stock of branded and standard quality of medicines/drugs at all times as prescribed by the Institute Medical officer will have to be maintained by the out sourced pharmacy, to avoid inconvenience to the institute employees and their dependents.
- xvii) The outsourced pharmacy fails to stock the prescribed medicines/drugs as required IIP, Dehradun will be entitled to procure the same and outsourced pharmacy will be liable to reimburse in full, the price that was paid by IIP, Dehradun.
- xviii) The License/contract holder shall follow the standard procedures for Stocking/dispensing of the medicines/drugs and as directed by the institute Medical Officer.
- xix) The License/contract holder shall not be allowed to sell/dispense any materials/items other than drugs and medicines.
- xx) Staff with Pharmacy qualification should be available for identifying and dispensing medicines to be supplied to the staff/pensioners/ dependant family members of CSIR-IIP beneficiaries during the Health Centre working hours.
- xxi) The Vendor shall comply with all statutory provisions governing such business. The Vendor will also comply with provisions of Labour Laws and Drug Laws in respect of staff and transaction in CSIR-IIP Health Centre outlet, Dehradun will in no way be held responsible for any such purpose or lapses on the part of the contractor.
- xxii) That the CSIR-IIP shall not pay or reimburse to the vendor any form of taxes levied by any authority. All tax liability shall be borne by the contractor.
- xxiii) The vendor shall submit details, such as names, parentage, residential address, age, etc of the persons deployed by him in the premises of the CSIR-IIP. For the purpose of proper identification of the employees of the vendor deployed for the work, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
- xxiv) That the vendor shall be liable for payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.
- xxv) That the vendor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR indemnified from all acts of omission, fault, breaches and/or any claim, demand,

loss, injury and expense arising out of the non-compliance of the aforesaid statutory provisions. Vendor's failure to fulfil any of the obligations hereunder

And/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the CSIR-IIP shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the vendor's monthly payments.

- xxvi) The vendor shall keep the CSIR-IIP indemnified against all claims whatsoever in respect of the employees deployed by the Vendor. In case any employee of the vendor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Vendor to contest the same. In case CSIR-IIP is made party and is supposed to contest the case, the CSIR-IIP will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the vendor to CSIR-IIP on demand. Further, the vendor shall ensure that no financial or any other liability comes on CSIR-IIP in this respect of any nature whatsoever and shall keep CSIR-IIP indemnified in this respect.
- xxvii) That the vendor shall ensure that the persons so deployed do not allow any property of the CSIR-IIP to be taken out of the premises without a Gate Pass signed by the designated officials of the CSIR-IIP. As a safeguard against any dishonesty, connivance and/or ulterior motive, the specimen signature of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the vendor along with subsequent changes, if any. The Controller of Administration/Administrative Officer of the CSIR-IIP. Shall make suitable arrangement to ensure compliance.
- xxviii) The delivery of medicines will be made on the same day on submission of medicine indent slip or the next at the premises of the dispensary. If in case delivery of medicines will not made in two days on submission of medicine indent slip then vendor should supply the medicine at the residence of the patients at Dehradun. However, if patient does not want to collect the medicine on prescribed days for collecting medicine then he may pay Rs. 50/- to the vendor for supplying the medicine at his/her residence.
- xxix) The License/contract holder shall not be allowed to sell/dispense any materials/items other than drugs and medicines.
- xxx) The outsourced pharmacy shall arrange to deliver prescribed medicines to the residence address of the patients in case the same are not provided across the counter against prescription within two days. The patient shall confirm the usage of their service at a mutually agreed nominal charge.

2.22 Documents for Claim

- i) The license Holder shall present the Bill to the Medical officer for the dispensing made at the Outsourced Pharmacy during each fortnight (1 to 15 and 16 to 30/31) within ten days of closing of respective fortnight. The bill should clearly indicate the details of the dispensing made each day such as the manufacturer, batch number, expiry date, prescription slip number with date, discount as per contract etc. and any other information required by the IIP, Dehradun authorities.

Duration : The duration of contract is for 3 years.

Special conditions of contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

S.N.	GCC Clause Ref	Condition
1	GCC 2.1.1(I)	The Purchaser is: CSIR-Indian Institute of Petroleum, P O IIP, Mohkampur, Dehradun-248005
3	GCC 2.10	The amount of the Performance Security shall be <u>10.00 Lakh</u>
9	GCC2.22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
11	GCC 2.34.1	The place of jurisdiction is <u>Dehradun</u> (<i>name of the place from where the contract is issued</i>)
12	GCC 2.35.1	For notices, the Purchaser's address is The Director Attention: Controller of Stores & Purchase Location: CSIR-Indian Institute of Petroleum, Dehradun-248005
13	GCC 2.35.1	Telephone: :+91-135-2525945,2525762 Electronic mail address cosp@iip.res.in

CHAPTER 5

Price Schedule Forms

Table of Contents

Sl. No.	Type of Price Schedule Form
01.	Price schedule for Goods offered from India

Note: The bidder may fill in the appropriate Price Schedule Form and enclose as per Clause 1.10 and 1.15.3 of the bidding documents.

PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Description With HSN code	Country of origin	Unit	Quantity	Unit Rate Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	GST & other taxes payable, if contract is awarded	Packing & forwarding up to station of dispatch, If any	Charges for inland transportation, insurance up to Lab. / Instt.by air/road/rail (retain one only)	Total Price	Installation, Commissioning and training charges, if any

Note:

(a) The cost of optional items, if any shall be indicated separately

(b) Cost of Spares, if any

Total Bid price in Indian currency _____
in words _____

Signature of Bidder _____

Name _____

Business Address _____

CHAPTER 6

Qualification Requirements

Criteria 1 - Experience and Past Performance:

- a) *The bidder (manufacturer or principal of authorised representative – hereinafter referred simply as 'The Bidder') should have regularly for at least the last 05 years, ending 31st March 2019 of the previous financial year (hereinafter called 'The relevant Date').*

Criteria 2 - Financial Standing – under all conditions

- a) *The average annual financial turnover of 'The bidder' during the last three years, ending on 'The relevant Date', should be at 1,00,00000 as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.*
- b) *Bidder Firm should not have suffered any financial loss for more than one year during the last three years, ending on 'The Relevant Date'.*

Note for Bidders:

- a) 'Doctrine of Substantial Compliance': The Pre-Qualification Bidding (PQB) and Pre-Qualification Criteria (PQC) are for short listing of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the PQB and PQC. Keeping this caveat in view, interpretation by the Purchaser would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.
- b) The Bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.
- c) Supporting documents submitted by the bidder must be certified as follows:
- i) All copy of supply/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/National Small Industries Corporation (NSIC)/ manufacturing license; annual report, etc., in support of experience, past performance

and capacity/capability should be authenticated by the by the person authorised to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.

- ii) All financial standing data should be certified by certified accountants, for example, Chartered Accountants/Cost Accountants or equivalent in relevant countries; and Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number.

CHAPTER 7
Contract Form

Contract No. _____ Date: _____

THIS CONTRACT AGREEMENT is made the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

(1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by _____ [*insert complete name and address of Purchaser*] (hereinafter called "the Purchaser"), 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 Purchaser 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 in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The Supplier's Bid and original Price Schedules
- (f) The Purchaser's Notification of Award
- (g) [*Add here any other document(s)*]

03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then _____ the documents shall prevail in the order listed above.

04. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

05. The Purchaser 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Council of Scientific & Industrial Research

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

in the presence of *[insert identification of official witness]*
Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

CHAPTER 8

Other Standard Forms **(To be enclosed as indicated below)**

Table of Contents

Sl. No.	Name
01.	Bidder Information Form (to be enclosed with the technical bid)
02.	Bid Security Form (to be enclosed with the technical bid)
03.	Bid Securing Declaration. (to be enclosed with the technical bid)
04.	Performance Statement Form (to be enclosed with the technical bid)
05.	Bid Form (to be enclosed with the priced bid)
06.	Performance Security Form (to be enclosed with the technical bid)
07.	Acceptance Certificate Form (to be enclosed with the technical bid)
08.	Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder.

Note : Please refer clause 1.10.1 of the bidding documents for other documents to be attached with the bids/offers.

Bidder Information Form

- (a) *The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation for bids]*

Page 1 of _____ pages

01.	Bidder's Legal Name <i>[insert Bidder's legal name]</i>
02.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
03.	Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
04.	Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
05.	Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
06.	Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
07.	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____

Name _____

Business Address _____

~~**MANUFACTURERS' AUTHORIZATION FORM**~~

~~***[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer and be enclosed with the technical bid.]***~~

~~Date: *[insert date (as day, month and year) of Bid Submission]*~~

~~Tender No.: *[insert number from Invitation for Bids]*~~

~~To: *[insert complete name and address of Purchaser]*~~

~~WHEREAS~~

~~We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.~~

~~We hereby extend our full guarantee and warranty in accordance with Clause 2.21 of the General Conditions of Contract, with respect to the Goods offered by the above firm.~~

~~Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*~~

~~Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*~~

~~Title: *[insert title]*~~

~~Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*~~

~~Dated on _____ day of _____, _____ *[insert date of signing]*~~

BID SECURITY FORM

Whereas _____ (hereinafter called the tenderer") has submitted their offer dated _____ for the supply of _____ (hereinafter called the tender") against the purchaser's tender enquiry No. _____

KNOW ALL MEN by these presents that WE _____ of _____ 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 or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
Or
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - (a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - (b) Fails or refuses to accept/execute the contract.

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 or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity i.e., up to _____ and any demand in respect thereof should reach the Bank not later than this date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, Name & Address of the Issuing Branch of the Bank

Note: Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

Bid-Securing Declaration Form

Date: _____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

PERFORMANCE STATEMENT FORM

(For a period of last 3 years)

Name of the Firm.....

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of deliver as per Contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactory ? (Attach a certificate from the purchaser/ Consignee)	Contact person along with Telephone No., FAX No. and e-mail address

Signature and Seal of the manufacturer/Bidder

Place :

Date :

~~**DEVIATION STATEMENT FORM**~~

Sl.No.	Name of Specifications / Parts / Accessories of Tender Enquiry	Specifications of Quote Model / Part /Accessory	Compliance Whether Yes of No	Deviation, if any to be indicated in unambiguous terms (The compliance / Deviation should be supported by relevant Technical Literature)	Technical justification for the deviation, if any. If specification is superior /inferior than asked for in the enquiry, it should be clearly brought out in the justification

Signature of Bidder

- ✓ If the bidder offers more than one model, then the Compliance Statement must be enclosed for each and every model separately.
- ✓ The technical and commercial deviations should be indicated separately.
- ✓ If the bidder fails to enclose the compliance statement, his bid is likely to be rejected.

Place:

Date:

Signature and seal of the
Manufacturer/Bidder

NOTE:

- 1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

Bid Form

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation for Bids]*

Invitation for Bid No.: *[insert No of IFB]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*

- (d) The discounts offered and the methodology for their application are:

Discounts: If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.15.1 from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.36 and GCC Clause 2.13 for the due performance of the Contract.
- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (h) We understand that this bid, together with your written acceptance thereof included in

your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

[insert signature of person whose name and capacity are shown]

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,
.....

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract No. datedto 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 recognized 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 until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, Name & Address of the Issuing Branch of the Bank

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

Format of Integrity Pact

INTEGRITY PACT

Between

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by _____ hereinafter referred to as "The Principal".

Andherein referred to as "The Bidder/ Contractor."

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent

corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - (3) The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 – Disqualification from tender process and exclusion from future Contracts

- (1) If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex -"B".

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings.”

Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors

- (1) If the Principal 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 the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS (A), CSIR.

- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.
- (8) If the Monitor has reported to the JS(A),CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other 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 JS(A), CSIR.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. New Delhi

- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) 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.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place.....

Place.....

Date.....

Date.....

Witness 1:(Name & Address): _____

Witness 2::(Name & Address): _____

Format of Letter of Authority for participating in bid opening

(On the letter head of the bidder)

Ref.No. _____

Date: _____

Subject: Authorisation letter for participants in the bid opening process

To

(Name & Address of the Purchaser)

Sir

With reference to your invitation for bid No. _____ dated _____, we wish to inform you that we have participated in the bidding process and have submitted bid bearing Ref. No. _____ dated _____.

In line with your requirement, we hereby authorise Sh/Smt. _____ to participate in the bid opening process scheduled on _____ at _____ hrs (IST) in your premises. A copy of the identity of the representative is attached duly certified by the undersigned.

Thanking you

Yours faithfully,

(Signature of the bidder with seal)

Format for declaration by the Bidder for Code of Integrity & conflict of interest

(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

To

_____ (name of Purchaser)
_____ (address of Purchaser)
_____ (name of Contract)

Gentlemen:

In accordance with the provisions of the Purchase Order no. _____, dated _____, M/s _____, (name and address of Supplier) (hereinafter called "the supplier") shall deposit with _____ (name of Purchaser) a bank guarantee to guarantee his proper and faithful performance under the said Clause ... of the Contract in an amount of (amount of guarantee) * _____ (in words).

We, the _____ (bank or financial institution), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to (name of Purchaser) on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding _____ (amount of guarantee)* _____ (in words).

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 (name of Purchaser) 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 remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until _____.

Yours truly,

Signature and seal:

Name of bank/ financial institution:

Address:

Date:

_____ An amount is to be inserted by the bank or financial institution representing the amount of the Advance Payment.

Sd/-
Controller of Stores & Purchase

CSIR-INDIAN INSTITUTE OF PETROLEUM
(Council of Scientific & Industrial Research)
MOHKAMPUR, DEHRADUN-248 005

S. No.	Particulars	Details
1	Name of the firm with full Address & Contact Nos. (Telephone/Mobile and Email ID)	
2	Period of Validity of Drug Licence for Allopathic Medicines (Self attested copy of Licence to be enclosed)	
3	GST Registration (Self Attested copy of Certificate)	
4	Permanent Account Number (PAN) (Copy of PAN Card to be enclosed)	
5	Acceptance of Terms & Conditions of Tender	
6	Discount (%) offered on total MRP/billing amount. (Mention both in figures & words)	
7	Bank Account Details	

I agree to all the terms & conditions of NIT

Signature of the Chemist

Name of the Authorized Signatory

Seal of the Chemist

Date
