

CSIR – Indian Institute of Chemical Technology

TENDER DOCUMENT



NIT No: CSIR-IICT/BILLS/MED/2024/1

**Annual Contract for Dispensing
of Medicines
to CSIR-IICT beneficiaries on
Credit Basis**

**Uppal Road,
Hyderabad – 500 007**

**Tel: +91 40 2719 3109
e-mail: coa@iict.res.in**



CSIR-Indian Institute of Chemical Technology

Uppal Road, Hyderabad - 500007

[Email: coa@iict.res.in](mailto:coa@iict.res.in)

Phone: 040-27193109

NIT No. CSIR-IICT/BILLS/MED/2024/1

Dated: 07/06/2024

CRITICAL DATE SHEET

Tender No.	CSIR-IICT/BILLS/MED/2024/1
Bid Duration period	21 days
Bid submission start	07/06/2024 at 1500 hrs
Bid submission end date	28/06/2024 at 1700 hrs
Bid Opening date	01/07/2024 at 1500 hrs

Address for Communication:

The Controller of Administration

CSIR – Indian Institute of Chemical Technology (IICT)

Uppal Road, Hyderabad 500007, TELANGANA

E-mail: coa@iict.res.in

CSIR – INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY
(Council of Scientific and Industrial Research)
Uppal Road, HYDERABAD – 500 007

Tel:+91-40-27193109

email: coa@iict.res.in

NIT No. CSIR-IICT/BILLS/MED/2024/1

Dated: 07/06/2024

NOTICE INVITING e-TENDER

Sub: Annual contract for dispensing of medicines to the eligible CSIR-IICT beneficiaries on Credit basis – **Reg.**

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Online Bids are invited through e-Tender portal on behalf of Director, CSIR-IICT, Hyderabad for dispensing of medicines to the eligible CSIR-IICT Employees, Pensioners, Family Pensioners and their dependent Family Members. The details of the services to be provided as follows :-

Sl. No.	Scope of work	Estimated Cost	Bid Security (EMD)	Duration
1)	Annual contract for dispensing of medicines to the eligible CSIR-IICT Employees, Pensioners, Family Pensioners and their respective dependent Family Members against the prescription given by CSIR-IICT Health Centre Medical Officers, on credit basis	Rs.3,00,00,000/- (Three Crores approximately)	Rs.6,00,000/-	Initially for 01 year. Yearly extension on satisfactory performance subject to two extensions

Bids are invited through e-Tender portal and tender document can be downloaded from the e-Tender portal <https://etenders.gov.in>. A copy of the tender notice is also available on CSIR-IICT website <https://www.iict.res.in/>(for reference only). Please note that the submission of the tender/bid is only through CPPP portal (<https://etenders.gov.in>)

Earnest Money Deposit (EMD) of Rs.6,00,000/- (Rupees Six Lakhs only) is to be paid in the form of Demand Draft from Scheduled/Commercial Banks as per RBI guidelines in favour of “The Director, CSIR-IICT” payable at “Hyderabad” and the scanned copy of the same should be uploaded during the submission of Tender duly signed digitally. EMD must be valid for minimum 90 days from the date of publication of the tender. Since the bid is to be submitted online, the Original EMD should be sent by post to reach this office before bid submission end time or put in the tender box kept in the Bills Section of CSIR-IICT, Hyderabad. Tenders submitted without EMD and incomplete tenders will be summarily rejected. CSIR-IICT will not be responsible for any postal delay.

- Director, CSIR-IICT, Hyderabad reserves every right to reject all or any tender in whole, or in part or cancel the entire tender process, without assigning any reason thereof. Director, CSIR-IICT also reserves the right to call off tender process at any stage without assigning any reason.
- Director, CSIR-IICT reserves the right to reject bidders whose performance at completed/ongoing project (s) is/was below par and unusually poor and has been issued letter of restrain/Temporary/Permanent debar by any Department. Director, CSIR-IICT reserves the right to verify the credentials submitted by the firm at any stage (before or after the award of work). If at any stage, any information/documents submitted by the applicant is/are found to be incorrect/false or have some discrepancy which disqualifies the firm, then Director, CSIR-IICT shall take action as per CSIR-IICT rules.

Sd/-
Controller of Administration

INSTRUCTIONS TO BIDDER

1. Bidders are advised to study the bid document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of all instructions, eligibility, forms, terms and requirement specified in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected.
2. In the absence of EMD, the tender shall be summarily rejected. The earnest money deposit shall be refunded to all the unsuccessful bidders, without any interest after finalization of the contract. The EMD shall be refunded to the successful tenderer on receipt of the security deposit. No interest is payable on the EMD to either the successful tenderer or the unsuccessful Tenderers'. Exemption from the payment of EMD is applicable as per the existing law, if accompanied by the relevant orders/instructions issued by appropriate authorities.
3. All entries in the tender form uploaded should be legible and duly filled. Any overwriting/alteration in the forms will be rejected.
4. The bid shall be valid for 90 (ninety) days from the date of tender opening.
5. Necessary documents prescribed by law on ownership/partnership/single ownership of the shop/business should be enclosed along with the bid.
6. Tenderer should furnish Audited Balance Sheet during last 3 (three) years.
7. Tenderer should furnish PAN Card Number and GST registration certificate.
8. Tenderer should submit copies of all the valid licences' and statutory documents which are mandatory for running a pharmacy. Successful bidder will ensure that their licences' remain valid till the end of the contract period.
9. Tenderer should have registration under Shops and Establishment Act.
10. Tenderer should submit their Client list with the performance certificate, if any.
11. The pharmacy must not have been convicted by the State Drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules against him/her. Necessary certificate from Food & Drugs Administration may be enclosed.
12. Incomplete and conditional tenders in any form will summarily be rejected outright.
13. If the last date of receipt of tenders is declared as a Govt. holiday then the date of receipt/opening of the tender will be the next working day at the same time.
14. No tenderer will be allowed to withdraw after submission of their tender within the bid validity period otherwise the EMD submitted by the tenderer shall be forfeited.

15. The Financial bids of only those Tenderers' who qualify in Technical Bid evaluation shall be opened and the financial bids of all those Tenderers who fail to qualify in the technical bid will not be opened under any circumstances.
16. In case the successful Tenderer declines the offer of contract, for whatsoever reason(s), his EMD shall be forfeited.
17. Kindly, note that from our past experience of our requirement the total turnover of issue and billing of medicines has gone up to 3,00,00,000 crores (approx) per annum. However, IICT does not confirm to have any obligations of meeting such targets. The target of sale may vary depending upon the requirement, which may be abnormally high or low. However, discount agreed will remain the same in case of abnormal reduction of your sales target due to any reason and, any claim of relaxation will not be considered by CSIR-IICT.
18. The tenderer shall furnish along with their quotation under noted warranty with the declaration that the medicine(s) supplied is/are of best quality and in accordance with the specifications and if the medicine(s) is/are found that they are not as per the description, the same shall be rejected. In case of rejection of such medicines, it may be replaced forthwith, failing which, the contractor will be deemed to have committed a breach of contract and will be liable to pay such damage as may arise by reason of breach of the conditions of warranty.
19. The Tenderer shall enter into a formal contract with CSIR-IICT within 15 (fifteen) days from the date of receipt of intimation of their selection. The successful Tenderer will have to make the security deposit and commence the work within 15 (fifteen) days of acceptance of the tender. The successful bidder should submit a Performance Bank Guarantee (PBG) valid for a period of 15 months for Rs. 9,00,000/- in the form of Bank Guarantee within 21 days from the commencement of contract in favour of the Director, CSIR-IICT in the prescribed format, failing which the contract will be cancelled and EMD will be forfeited. After successful completion of the contract, the security deposit will be refunded after adjusting dues, if any to CSIR-IICT, Hyderabad from the pharmacy.
20. The Tenderer should read the general terms and conditions and give acceptance by signing every page of the tender document and stamped by authorized signatory of the Tenderer as a token of acceptance of the terms and conditions laid down by the CSIR-IICT.
21. Unsigned, Unsealed, conditional/fax tenders/email tenders and tenders without Earnest Money Deposit or tenders not on prescribed form shall not be entertained.
22. The empanelment of a pharmacy will be done based on maximum discount offered in terms of percentage on the Maximum Retail Price (MRP) quoted by the Tenderer and fulfillment of all the terms and conditions.
23. The competent authority of CSIR-IICT reserves the right to withdraw/relax any of the terms and conditions mentioned above, under such circumstances the Tenderer will be given adequate time to take the changes into account.
24. Failure to fulfill any of the conditions shall render the tender liable for rejection.

25. The Competent Authority of CSIR-IICT reserves every right to reject all or any tender in whole, or in part or cancel the entire tender process, without assigning any reason thereof.
26. The bid is liable to be rejected, if required information/documents are not furnished as detailed above.
27. The bidders' should mention the minimum time required to start the services from the date of issuance of the contract letter.
28. If any information furnished by the pharmacy is found to be incorrect at any stage during currency of the contract period, it will be debarred from tendering and their EMD/PBG will be forfeited.
29. The Director, CSIR-IICT, Hyderabad reserves the right to enter into parallel contract simultaneously or at any time during the period of this contract with one or more Chemists.
30. The Director, CSIR-IICT, Hyderabad reserves the right to accept or reject any or all the tenders in full or part thereof without assigning any reason whatsoever and his decision on all matters in this regard shall be final and binding.

31. Code of Integrity:

- (i) 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.
- (ii) 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:
 - “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;
 - “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;
 - “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.

- “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;
- “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
- “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

GENERAL TERMS AND CONDITIONS

1. The pharmacy must supply medicines to eligible IICT Employees, Pensioners, Family Pensioners and to their dependent family members on 30 working days' credit basis from the date of submission of invoice, based on the prescriptions issued by the Medical Officers' of CSIR-IICT Health Centre. If the medicines are not available the same will be delivered to the IICT Employees, Pensioners, Family Pensioners and to their dependent family members residence within 24 hours.
2. The bidder should quote uniform discount in terms of percentage on the Maximum Retail Price (MRP) inclusive of all taxes printed on the strip/bottle/unit packed in respect of all item(s) of supplies to be made under the contract. The discount shall be a single discount for all category of medicines except generic drugs, for which separate discount may be quoted. The quoted offer shall be on the MRP inclusive of all taxes and shall remain fixed for the entire period of the contract. As per the CGHS rules, the pharmacy should give minimum 20 per cent or more discount on branded medicines. In case if the tax column is left blank/inclusive/all inclusive, it will be treated as all current taxes are inclusive within discounted price. Hence, no tax claim will be considered extra on discounted price.
3. The firm offering highest discount on branded medicines shall be asked to match the highest discount received under generic drugs as the requirement of generic drugs is minimum for the selection of the firms. In case the firm is not willing to match the discount received under generic drugs the firm which has quoted the highest rate of generic drugs shall be asked to match the highest discount for the branded drugs for the empanelment/selection.
4. The pharmacy should have all the facilities needed to cater to a large customer base i.e., Computerized Billing and effective Digitized Inventory System etc.
5. The pharmacy should be located within 1 (one) kilometer radius from CSIR-IICT Health Centre.
6. The pharmacy should have approachable road(s) with ramp facility for Senior Citizens.
7. The Pharmacy should appoint a trained and qualified Pharmacist at their premises for easy identification and dispensing the medicines. Kindly, ensure that the pharmacist wear aprons (white) with their names displayed on their chest.
8. In case of any complaints regarding supply of substandard medicines or medicines other than prescribed by the Medical Officer, or indulging in any irregularities in the supply of medicines, the pharmacy shall be penalized as deemed fit by the competent authority. The tenderer will also be liable to indemnify CSIR-IICT for any undue loss caused to the institute.
9. The tenderer will indicate batch number, name of the manufacturer and expiry date along with the price of the medicine on the invoice and shall obtain the signature of the recipient at the time of issue of medicines on the bill itself. Kindly note that the life of medicines supplied should not have elapsed more than 3 (three) months from the date of manufacture at the time of issue.

10. The pharmacy shall maintain separate register for the medicines issued to the CSIR-IICT beneficiaries i.e., employees, pensioners, family pensioners and their dependent family members.
11. The pharmacy should maintain sufficient stock of standard quality medicines etc., at all times to avoid inconvenience to the CSIR-IICT beneficiaries.
12. CSIR-IICT requires that the bidder under this bid to observe highest standard of ethics during procurement and execution of the contract.
13. The tenderer should not indulge in any malpractice or illegal acts during the period of the contract. If any malpractice followed by the pharmacy is reported/discovered by CSIR-IICT, the contract shall be terminated forthwith without any prior notice and action to blacklist the pharmacy shall be initiated.
14. The contract period shall be for one year. Initially, the trial period shall be for 3 (three) months and, further continuation shall depend upon satisfactory performance during the trial period, in case the performance is found to be not satisfactory the contract shall be terminated. Similarly, after one year the performance will be evaluated and accordingly the tenure will be extended for another year. It will be extendable for another year by competent authority on receipt of satisfactory performance report of previous year unless cancelled by the Director, CSIR-IICT, Uppal Road, Hyderabad before the expiry period at his discretion. However, the contract may be extended beyond two years, if so agreed to by both the parties. The agreement at tenderer's cost is to be executed on Rs.100/- Non Judicial Stamp Paper within 10 (ten) days of receipt and acceptance of the contract.
15. The contract period may be terminated at any time by serving one month prior notice by either side.
16. In case of breach of terms and conditions by the tenderer, the Director of the Institute reserves the right to forfeit the security deposit at his discretion.
17. Presentation of Bill: The Pharmacy shall present the bill(s) for each fortnight supply within 5 (five) working days of the closing of each respective fortnight. The Pharmacy has to provide 30 (thirty) working days' credit from the date of submission of invoice to this office.
 - i. There should be a single Invoice for the medicines and the bill(s) should be prepared and categorised as per Medical Officer and date wise.
 - ii. The Bill shall be submitted in printed version with serially numbered invoices, credit bill with name and address of the pharmacy and GST registration number printed thereon. Invoices should contain the GST number of the IICT.
 - iii. The bill should be in original duly incorporated with the registered numbers, PAN Numbers, TIN Number and duly signed by the Proprietor with seal in printed bill /Invoice of the pharmacy.
 - iv. The Pharmacy should furnish their Bank details so as to enable us to make payments through RTGS viz. Account Holders Name, Account Number, Bank, Name of the Branch and IFSC Code, for making online payment

through bank. Alongside, the pharmacy should also furnish their email ID for correspondence.

- v. A certificate to the effect stating that the cost of medicine(s) supplied are as per the price list of the manufacturer/MRP price and with agreed discount on MRP is required to be furnished along with the bill(s).
 - vi. Submission of bill(s) without proper bill form will invite audit objections and delay in the payments.
 - vii. The percentage of discount should be on the MRP of the drugs and should be shown separately after totaling each bill each time.
 - viii. CSIR-IICT will make statutory deductions like GST(TDS) / IT(TDS) as applicable.
 - ix. CSIR-IICT reserves the right to demand the original of the supplier's invoice(s) for verification of the Net Trade Price claimed by the pharmacy.
18. The pharmacy will submit the bill fortnightly along with the prescriptions and pharmacy bills duly signed by the beneficiary. Kindly, note that any medicine(s) issued without authorization of the Medical Officers of CSIR-IICT Health Centre will not be admitted for payment. Also, the Pharmacy should ensure that IICT Staff / Pensioners and their dependants sign on the back side of the bill and write their name, Staff ID/PPO No. and mobile number on the reverse side of the bill. Inadmissible medicines, as per CGHS guidelines, shall be supplied on cash payment only to the beneficiaries.
19. The pharmacy should accept the indent(s) or the Medical Officers prescription which carry the signature of Medical Officers of CSIR-IICT Health Centre, Hyderabad, whose specimen signature will be provided duly attested by the Controller of Administration (COA)/Administrative Officer/Section Officer or any other officer authorized.
20. If closure of the pharmacy is reported at any point of time without the approval of the Competent Authority, appropriate action may be taken.
21. Tenderer should note that in case of back out from the services stipulated under the contract during the currency of contractual period will attract imposition of penalty and Bank Guarantee will be forfeited, considering the essentiality and life saving nature of services. This will not exclude the right of CSIR-IICT in any penal action before the court of law.
22. With regard to inspection and complain mechanism, CSIR-IICT shall constitute a committee for inspecting and monitoring of the pharmacy according to the set of guidelines. If required, samples will be collected and sent to recognized laboratories for testing. Feed back of the authorized beneficiaries will be collected from time to time. In case, if any anomaly is brought to the notice through complaint will be viewed seriously with immediate impact on the supply system.
23. The pharmacy is liable to issue medicines to the beneficiaries till the closing date of this contract and successful bidder shall honour and execute the same in due course in

accordance with the terms of contract even though the last date of the contract may have expired.

24. All the rules and regulations of the Shop and Establishment Act, Employee State Insurance Act, Minimum Wage Act, Employee Provident Fund and Miscellaneous Provision Act, The Child Labour (Prohibition and Regulation) Act, The Contract Labour Regulation and Abolition Act, Women's Compensation Act, and any other provision of the law, Rules and Regulation enforced from time to time by the Central Government/State Government/Local Bodies or any authority applicable to the business of the successful bidder must be complied.
25. Adequate storage facility with respect to proper stocking of medicine, provision of adequate cold storage and maintenance of cold chain as prescribed by the manufacturer of such drugs shall be maintained by the successful bidder.
26. The Director, CSIR-IICT may impose penalty beyond the above limit/actual compensation for any loss/damage to health/organ/life due to any gross violation of any of the contractual terms and conditions.
27. In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever, the same shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi whose decision thereon shall be final and binding on the parties thereto.
28. The IEMs for the operation of the Integrity pact as per the Annexure VI is as follows:
 - Shri Prabakaran Palaniappan, IAS (Retd.)
New No. 9, (Old No. 4B/14)
Venkateswara Nagar 3rd Street
Adyar, Chennai 600 020 (Tamil nadu)
Email: pprabakaraniias@gmail.com
 - Dr. Rajan S. Katoch, IAS (Retd.)
A-91, Alkapuri
Bhopal – 462 022 (MP)
Email: rkatoch@nic.in

Sd/-
Controller of Administration

The Following 02 (Two) parts shall be submitted through online at CPP portal by the Bidder:

Technical Part:

(Only Bids of those contractors who attach below listed documents, will be opened)

1. Name of the Pharmacy, location of Registered Office/Shop with complete address with Telephone/Fax Nos. and e-mail address. Name & Designation of the authorized person/owner, Pharmacy Registration Number. Address proof of Head Office/Branch office located in Hyderabad in the name of firm.
2. Does the pharmacy have at least two years of experience of supplying medicines to reputed Organizations/Government Departments/Autonomous bodies within Hyderabad (enclose relevant experience certificates, if any).
3. Details of present contracts, client list with performance certificate for the past two years along with their contact details.
4. Audited balance sheet and Profit/Loss A/c for the last 3 years (Copy of the same may be attached)
5. Income Tax returns for past 3 years.
6. Copy of GST/TIN/TAN Registration and PAN Nos. of the pharmacy (Copy of the same may be attached, if applicable).
7. Latest copy of Drug Licence No., Date and validity of licence issued by Drug Control Authority of the State of Telangana (Copies of relevant documents to be enclosed)
8. Proof of Financial Capacity (Turnover) during the last 3 years ending 31st March of the previous financial year (not less than 30% of the estimated cost of the tender in each Financial Year from his Banker/Chartered Accountant.
9. Copy of registration certificate and by laws in case of cooperative society.
10. Copy of partnership agreement of general power of attorney, in case of partnership firm.
11. Copy of registration under Indian companies act.
12. Registration under Shops & Estt. Act or whichever legal body under which the pharmacy is registered (attach a copy of same with validity period).
13. Kindly enclose a solvency certificate of an amount not less than Rs. 10 lakhs issued by a national bank within the last six months.
14. Affidavit in the prescribed format to as per the Annexure - II.
15. Tender acceptance letter as per Annexure - III

16. Undertaking by the bidder as per Annexure - IV
17. Format for declaration by the Bidder for the Code of Integrity & conflict of interest as per Annexure -V.
18. Format of Integrity Pact as per Annexure - VI.

Note:

- Bidders are required to submit the originals of all the documents uploaded by them in the CPPP portal whenever asked by CSIR-IICT. After verifying the original documents with the uploaded/submitted ones, the same shall be returned to the Bidder. If any information uploaded by the Bidder during the time bid submission, mismatch with the original document or not available in original document, the Bidder shall be liable to be debarred from tendering/taking up of work in CSIR-IICT.
- If any information furnished by the Bidder is found incorrect at a later stage also, he/she shall be liable to be debarred from tendering/ taking up of work in CSIR-IICT. The CSIR-IICT reserves the right to verify the particulars furnished by the applicant independently.

FINANCIAL PART OF BID

The contractor shall quote the price as per procedure adopted in the CPPP portal.

Contractors are requested to submit the price part of Bid as per procedure provided in the CPPP portal. Annexure-I regarding the Percentage of discount offered on MRP (kindly mention the discount in both figures and words) should be kept in mind while quoting.

1. Percentage of discount proposed to be offered on Maximum Retail Price (MRP) inclusive of taxes printed on medicines strip/bottle/unit packed in should be kept in mind while quoting prices.
2. All bids shall remain valid for 90 days from the date of opening of Technical Bid. A bid valid for a shorter period shall be rejected by CSIR-IICT as non-responsive. In exceptional circumstances, CSIR-IICT may request the contractor to extend the period of validity.
3. If any contractor withdraws his bid within the validity period or makes any modification in the terms and conditions of the bid which are not acceptable to CSIR-IICT, then CSIR-IICT shall, without prejudice to any other right or remedy, be at liberty to suspend such contractor for the period of time specified in the request for bids document from being eligible to submit bids for contract with the entity that invited the bids.
4. Highest percentage of discount offered on Maximum Retail Price (MRP) inclusive of taxes printed on medicines by the bidder as per compatible procedure adopted in the CPPP portal will be considered for the purpose of award of the work. The Institute expects a minimum discount of 20% as per the latest CGHS agreement.
5. If any information furnished by the applicant is found incorrect at a later stage also, he/she shall be liable to be debarred from tendering/taking up of work in CSIR-IICT. The department reserves the right to verify the particulars furnished by the applicant independently.

The Financial part of bid shall be opened only for those bidders who qualify the Technical part.

FORMATS AND SIGNING OF BID

- (i) The bidders shall digitally sign & encrypt their bids and upload the bids with all documents online at CPP portal.
- (ii) The e-bid submitted shall be in properly readable form and encrypted as per CPP Portal requirements. Standard Printed terms and conditions of the company other than the NIT conditions & CPP portal conditions shall not be considered. Any such bids received with vendor terms and conditions shall be liable for rejection.

FINANCIAL BID

Sl. No.	Description	Percentage of discount offered on MRP (kindly mention the discount both in figures and words) for Generic Medicines	Percentage of discount offered on MRP (kindly mention the discount both in figures and words) for Branded Medicines
1.	Percentage of discount proposed to be offered on Maximum Retail Price (MRP) inclusive of taxes printed on medicines strip/bottle/unit packed in: i) In percentage terms - in figures		
	ii) In percentage terms - in words		

Place:

Signature of the Tenderer

Date:

Address:

AFFIDAVIT

(To be executed by the bidder on Rs. 100/- Stamp paper & attested by Public Notary)

I/We, (Name)

Contractor/ Partner/Sole Proprietor (Strike out word which is not applicable) of the (firm) _____ do hereby solemnly affirm and declare that the individual firm/companies are neither blacklisted by the Union or State Government nor any Partner/Shareholder thereof is directly or indirectly connected with or has any subsisting interest in business of my/our firm.

DEPONENT:

Address:

VERIFICATION:

Verified that the contents of above affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing has been kept concealed there from.

DEPONENT:

Place: _____

Dated: _____

Note: This document to be furnished on non-judicial stamp paper duly attested by the Oath Commissioner

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

**To,
The Director,
CSIR - Indian Institute of Chemical Technology,
Hyderabad.**

Sub: Acceptance of Terms & Conditions of Tender.
Reference No: NIT No.CSIR-IICT/BILLS/MED/2022/1

Name of Tender / Work: Empanelment of Pharmacies for the issue of Medicines to CSIR-IICT beneficiaries

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned ' Tender/Work' from the web site(s) namely CPP Portal <https://etenders.gov.in> as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents from **Page Nos. 1 to 25** (including all documents like annexure(s), schedule(s), etc which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality / entirety.
5. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Dept. / Public sector undertaking.
6. I/We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason thereof or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money Deposit/Performance Security/Security Deposit (if any) absolutely.

Yours Faithfully,

**(Signature of the
Contractor with Official
Seal)**

UNDERTAKING BY THE BIDDER

From:

(Name & Address of the Pharmacy with phone No.,
Fax & Mobile No.)

To:

The Director
CSIR – Indian Institute of Chemical Technology
Tarnaka, Uppal Road
Hyderabad - 500007

Dear Sir,

1. I/We hereby offer to issue medicines to the CSIR-IICT beneficiaries, Hyderabad as indicated in the bid notice at the rate given in price format. I/We shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I/We have understood the Terms and conditions of the contract and fully accept them.
3. I/We are fully aware of the nature of medicines/drugs required and my/our offer is to supply the medicines strictly in accordance with the requirements of CSIR-IICT.
4. I/We agree to arrange supplies of standard quality medicines in accordance with nomenclature, specifications and packages given in the prescription.
5. I/We agree that the supply of aforesaid will comply with provisions of Drugs & Cosmetics Act, 1940 and rules made thereunder.
6. My/our pharmacy has not been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and Rules.

Place:

Signature of the Tenderer

Date:

Address:

Annexure-V

**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 31(i) 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

FORMAT OF INTEGRITY PACT

INTEGRITY PACT

Between

The Council of Scientific and Industrial Research, a society incorporated under the Societies Registration Act- 1860, having its corporate registered office at “Anusandhan Bhavan”, 2 Rafi Marg, New Delhi-110001 represented by _____ (name of the procuring Entity) hereinafter referred to as “The Principal” which expression shall mean and include, unless the context otherwise requires, its successors and permitted assigns.

And

M/s.....represented by Designated Partner/ Director/ Chief Executive Officer herein referred to as “The Bidder/Contractor” which expression shall mean and include, unless the context otherwise requires, its successors and permitted assigns.

Preamble

The Principal proposes to procure (Name of the Stores/Equipment/Item) at a competitive price in conformity with the specifications, under laid down organizational procedures and the BIDDER/ Contractor is willing to offer/has offered the stores and

The 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.

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

Section 1 – Commitments of the Principal

01. 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.
02. 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)

01. 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)/Contractors(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.

02. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
03. 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

01. 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

01. 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.
02. 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

01. 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.
02. 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

01. 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.
02. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
03. 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**

01. 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

01. 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.
02. 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.
03. 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.
04. 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.
05. 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.
06. 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.
07. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.
08. 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.

09. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

01. 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.

02. 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

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

02. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

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

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

05. 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)_____