



सीएसआईआर- केंद्रीय खनन एवं ईंधन अनुसंधान संस्थान
CSIR – Central Institute of Mining and Fuel Research
विज्ञान एवं प्रौद्योगिकी मंत्रालय, भारत सरकार
Ministry of Science and Technology, Government of India
धनबाद Dhanbad, झारखण्ड Jharkhand
website: <https://cimfr.nic.in/>
email: cospcimfr@cimfr.nic.in / cimfrspo@cimfr.nic.in
EPABX: 0326-2296003



NIT No. - CSIR-CIMFR/PUR/MED-RC/24-25/T-01

Date: 17.11.2024

Subject: Invitation of offers for entering into Rate Contract for Supply of Allopathic Medicines as per Price List for the year 2025.

1. CSIR-CIMFR, Dhanbad is intended to have Rate Contract for Supply of Allopathic Medicines for the Employees & Pensioners at its Barwa Road and Digwadih Campus on maximum discounted price over the MRP/ CGHS price for the year 2025.
2. The Estimated cost of the procurement of medicines is 3.50 Crores.
3. Applications/ offers are invited from reputed Manufacturers or their Authorized Distributors/ Dealers who are preferably located at Dhanbad for entering into Rate Contract for supply of medicines.
4. The offered medicines should have minimum 20% local content. Offer can also be submitted for the medicines not having minimum 20% local content, which will be dealt in light of CSIR guidelines and Govt. of India regulations on “Make in India” & “Foreign Procurement Procedure”.
5. Bid from single company/ firm only shall be entertained. A consortium or group of firm/ companies shall not be entertained.
6. The offer may be furnished extending the maximum benefit to this institute in terms of maximum discount (in %) against the NIT with current details and required declaration(s) as per enclosed Terms & Conditions within the stipulated time.
7. The bidders who qualify in their technical bid, shall be considered for opening of their price bid, wherein the firms offering the highest discount shall be selected for award of the contract. In the event of tie between two/ more eligible bidders on account of offered discount, the modality of reverse auction for best offer shall be adopted till the L-1 is arrived.
8. As per the Drugs Price Control Order, 1995 and cost-based formula used by National Pharmaceutical Pricing Authority (NPPA) the bidder who extend discount of 16% or more on all the products shall be considered for evaluation. Further, all the taxes, whatsoever, would have to be passed on to buyers.
9. Director, CSIR-CIMFR reserves the right to accept/ reject any offer for awarding contract without assigning any reason thereof. No communication in this regard will be entertained until solicited for.
10. The Bid/ Offer should be submitted on/ before 10th December 2024 (06:00 PM) through CPPP portal/ Email in pdf to be sent to cospcimfr@cimfr.nic.in
11. The bid/ offer not submitted as per the Tender Notice shall be summarily rejected.
12. Conditional and/or Telephonic/Fax/Unsigned tender not entertained and rejected during preliminary scrutiny.
13. No request on any ground towards exemption for Performance Security Deposit shall be entertained.

14. The Eligibility Criteria and detailed Term and conditions are attached as Annexure-I

15. The required documents for submission of offer/ bid are attached as Annexure-II

A) Part-I: A dully filled in Application Form, Compliance sheet as per the attached format along with the required documents mention in compliance sheet.

B) Part-II: Financial/ Discount Offers

Thanking you,

Sincerely,

(Sd/-)

(Controller of Stores and Purchase)
For and on behalf of CSIR-CIMFR

Eligibility Criteria and Terms and conditions

A. Eligibility Criteria

1. The bidder must be Manufacturer/ Authorised Distributor/ Authorised dealer preferably located at Dhanbad.
2. The bidder must have to meet the following pre-qualification criterion of turnover:
 - (a) Total turnover should be more than 3.50 Crore during last three financial years (2021-22 to 2023-24).or
 - (b) Average annual turnover should be 1.25 Crore during the last three financial years (2021-22 to 2023-24).
3. The bidder must have a valid drug license issued by Competent Authority for selling of drugs.
4. The Bidder has neither been blacklisted/ debarred by a government organization nor should any litigation pending with any such departments.

B. Terms and Conditions

1. Validity of Rate Contract:

The Contract will be valid for a period of one year, which can be extended further maximum for a period of another one year at the discretion of Competent Authority depending upon the satisfactory performance of the Supplier.

2. Discount:

The quoted/ offered discount shall remain valid during the contract period. From experience of our requirement the total turnover of supply and billing of medicines may go up to ₹3.50 Crore (Approx.) per annum. However, CSIR-CIMFR does not conform 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. Discount agreed will remain same in case of abnormally reduction of the sale target due to any reasons and any claim of relaxation will not be considered by CSIR-CIMFR.

3. Fall Clause:

The Rate Contract shall be guided by the “Fall Clause”. It provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods following condition of sale similar to those of the rate contract, at a price lower than the rate contract finalised to CSIR-CIMFR, the rate contract price of CSIR-CIMFR will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract will be amended accordingly.

4. Validity of the bid:

The validity of the bids should be 90 days from the date of opening of the quotation.

5. Agreement:

Both the CSIR-CIMFR and selected tenderer for the contract shall enter into an agreement mutually agreed upon in the prescribed format on non-judicial stamp paper of ₹100 only which shall be operative for three years subject to satisfactory annual performance assessed and agreed by CSIR-CIMFR.

6. Opening of outlet for dispensing medicines:

- (a) The suppliers shall have to open an outlet (space in dispensary premises to be provided by the Institute) on usage charges of premises.
- (b) Proper & suitable space with separate electric meter & locking facility for opening of the outlet shall be provided to the awarded of the contract purely on temporary basis and against which is of ₹2000.00 per month for each campus will be charged.
- (c) The water and electricity charges will be charged extra at actual. Charges of electricity will be as per the tariff at Jharkhand State Electricity Board (JSEB) and the water charges shall be as per the prevailing charges of Institute. The usage charges for the entire contract period required to be submitted in advance within 10 days after award of the contract.
- (d) Electricity bills shall be payable on monthly basis as per actuals.

(e) The medicine outlet requires to be opened from 8.00 AM to 8.00 PM everyday even on holiday except National holidays. Early closing on working days shall attract penalty. Further any closure/ early closure on holidays required prior intimation and consent. Violating such term shall also invite penalty.

7. Deployment of trained staff:

(a) Supplier shall deploy trained & competent personnel/ staff for identifying & dispensing with the medicines to be supplied to the authorized beneficiaries of the Institute. A list of deputed staff in the outlet of our premises along with Aadhaar card, photo, names, age, residential address required to be submitted.

(b) It may be ensured that the staff engaged for the above purpose inside the Institute's premises will maintain all discipline and should not be a cause of disturbance of any form. Consumption of alcohol, intoxicants, drugs, pan & gutka etc. is strictly prohibited.

8. Delivery & Delivery Schedule:

(a) Medicines are to be delivered on prescription of Medical Officer/ AMA to Authorized Beneficiaries of CIMFR of both the campuses and not to any general public.

(b) Any other commercial activity except dispensing of medicine shall invite penalty.

(c) The delivery of medicines shall be done round the clock.

(d) The delivery of medicines shall require to be made on the same day as per indent slip/ requisition or latest by the evening (before 8 PM) of the very next day at the premises of the dispensary/ at the residence of the patients at both campuses of CSIR- CIMFR in case of emergency. In case of non-delivery of medicines to the authorised beneficiaries which needs on emergency basis, the supplier should provide the no-stock certificate duly signed by medical officer.

(e) Medicines are required to be delivered in original packing of manufacturer and in approximately nearest to the total quantity as prescribed.

(f) In the event of non-availability of medicines, it shall be the duty of the supplier to arrange it from their own and deliver as per the delivery schedule.

(g) The delivered medicines should not have passed more than three months from the date of manufacture.

(h) Delivery of substandard/ spurious/ expired medicine is strictly prohibited. In case it is found, the contract shall be terminated. Also, the business with the supplier will be suspended for a period of 5 years along with initiation of appropriate legal action under the relevant law.

(i) Delivery of medicine should be done without any substitute.

9. Stock of medicine:

(a) The least stock of common medicines as per the lists provided by the respective Medical Officers must be maintained at any point of times.

(b) The supplier shall be responsible for arranging adequate storage facility in relation of proper stocking of medicines.

(c) The supplier shall have to maintain sufficient stock of the standard quality of medicines at all times to avoid inconvenience to CSIR-CIMFR dispensary beneficiaries.

(d) The supplier shall have to maintain adequate cold storage and cold chain as prescribed by manufacturer of such drugs at his own cost.

(e) The safe custody of the medicines to be maintained by the supplier. This includes the life saving drugs as well.

10. Maintenance of records:

(a) The supplier shall be required to indicate batch number, name of manufacturer and expiry date in the record of delivery.

(b) Supplier need to use retail sale software to issue challans, bills, etc to any individual authorized staff members and for stock of medicines.

11. Production of bills:

(a) The supplier shall submit their computer-generated GST compliant bill for each month & each location separately latest by 07th day of next month.

(b) Each monthly bill should have enclosed with a certificate indicating that "The bill is submitted duly with due compliance with the terms of contract".

(c) Any other claim towards the cost incurred in delivery of medicines shall not be accepted.

(d) The bill shall be required to show the name & card no of employee/ pensioner/ dependent family members along with the details of the medicines (name/ make/ quantity/ price/ date of manufacture/ date of expiry etc) with a copy of doctor's prescription.

(e) All the bills against the delivered/ supplied medicines shall required to be authenticated by employee/ pensioner/ dependent family members and certified by Medical Officer.

12. Payment Terms:

(a) The payment shall be arranged within 15 working days from the date of presentations/ submission, if found in order.

(b) Payment shall be made directly to the bank account of the supplier as indicated in the bid.

(c) The supplier shall be required to inform immediately if any changes in his bank account is made.

(d) Part billing shall not be accepted other than in exceptional cases.

(e) Payment shall be made after necessary deductions as prescribed in the contract.

13. Loss, Damage & Shortage:

The supplier shall be responsible for any loss, damage & shortage during transit.

14. Parallel Rate Contract:

CSIR-CIMFR shall reserve the right to enter into more than one rate contract with the different suppliers for the same item on different rates.

15. Performance Security:

The bidder who comes out successful in the process of highest discount and other eligibility criteria will have to submit a performance security valid for 15 months from the date of contract in the form of DD/ BG/ Any other form for ₹15,00,000/- (Rupees Fifteen Lakh Only) in favour of Director, CIMFR, Barwa Road payable at State Bank of India, Hirapur Branch, Dhanbad within 21 days of the award of the contract.

16. Compliance of other relevant rules:

The successful bidder shall be liable for compliance with all the relevant rules and regulations of the shop and establishment Act, employee state insurance Act, minimum wage Act, employee provident fund and miscellaneous provision act, workmen's compensation act and any other rules/ provisions applicable to the business of the successful.

17. Force Majeure:

(a) A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/ seasonal rain and any other events specifically excluded in the clause).

(b) A FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract.

(c) A FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

(d) Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

18. Penal Provisions:

(a) Non-compliance of delivery schedule shall liable for penal action @₹3000.00 for every reported lapse.

(b) Dispensing of medicine other than prescribed by Medical Officer/ AMA shall liable for penal action @₹1000.00 for every reported lapse.

(c) Dispensing about to expire medicine (within 12 months) shall liable for penal action @₹10000.00 for every reported lapse.

- (d) If the stock of the medicines is not found according to lists, it will be treated as serious lapses and liable for penal action @₹5000.00 for every reported lapse.
- (e) Space provided shall be vacated immediately by the awardee on completion/ termination of the contract. At the time of vacation, it must be in same status as handed over at time of occupation without any alteration or unapproved modification. Any damage due appeared/ occurred due to firm/ their staff shall be repaired at cost of the firm the same shall be charged/ deducted from the supplier account/ last due bill.
- (f) Use of premises/ provided space for any other purpose or sublet to any other individual/ party/ firm shall liable for penal action @₹50000.00 for every reported lapse.
- (g) The stock of any inflammable or otherwise dangerous or unethical or immoral materials and goods is found in the premise shall liable for penal action @₹20000.00 for every reported lapse.
- (h) False claim shall liable for penal action @₹10000.00 for every reported lapse
- (i) Delivery of substandard/ spurious/ expired medicine shall be liable for termination of contract along with other action.
- (j) Back out from the services stipulated under the contract during Contractual period/ Termination of contract shall liable for forfeiture of Performance Security.

19. Settlement of disputes:

- (a) The Purchaser and the supplier/ service provider 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. 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/ Service Provider 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.
- (b) Arbitration may be commenced prior to or after delivery of the Goods/ service under the Contract.
- (c) The dispute settlement mechanism/ arbitration proceedings shall be concluded as under:
- (i) In case of Dispute or difference arising between the Purchaser and a domestic supplier/ service provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and Arbitration & Conciliation (Amendment) Act 2015, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.
- (ii) In the case of a dispute between the purchaser and a Foreign Supplier/ service provider, the dispute shall be settled by arbitration in accordance with provision of sub-clause (i) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- (d) The venue of the arbitration shall be the place from where the purchase order or contract is issued.
- (e) Notwithstanding any reference to arbitration herein,
- (i) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree and
- (ii) The Purchaser shall pay the supplier any monies due the Supplier.

20. Termination for Default:

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part.

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to on Extension of Time; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices etc.

In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- (a) The Performance Security is to be forfeited; if applicable.
- (b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.

(c) However, the supplier shall continue to perform the contract to the extent not terminated.

21. Inspection/ Complain Mechanism:

(a) CSIR- CIMFR shall constitute own Committees for inspecting and monitoring of the Medicine Outlet according to the terms and conditions.

(b) Samples can be collected and may be sent to recognized laboratories for testing.

(c) Feed Back of the authorized beneficiaries shall be collected time to time. If any anomaly is brought into notice through complain shall be viewed seriously and necessary action shall be taken.

22. Integrity Pact:

The bidder must sign and submit integrity pact in the format attached. Any bid not accompanied by duly signed Integrity Pact shall be considered as non-responsive bid and shall be rejected straightway.

(a) 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.

(b) 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;

v) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;

vi) Bidders to disclose the payments to be made by them to agents/ brokers or any other intermediary;

vii) Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;

viii) Integrity Pact lays down the punitive actions for any violation.

(c) The Integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.

(d) IEM name and details-

• Dr. Rajan S. Katoch, IAS (Retired), A-91, Alkapuri, Bhopal, MP. PIN- 462022.

Email: rkatoch@nic.in

• Shri Prabhakaran Palaniappan, IAS (Retired), New No.9 (Old No. 4B/14), Venkateswara Nagar, 3rd Street, Adyar, Chennai (TN) - 600020.

Email: pprabhkarani@gmail.com

23. Pre-bid Meeting:

(a) A Pre-Bid meeting shall be arranged with the prospective Bidders for the purpose of commercial discussions and providing clarifications by CSIR-CIMFR. In the Pre-Bid meeting, clarifications pertaining to commercial and other issues regarding the services stipulated in the NIT may be required by the prospective bidders will be provided. The prospective bidders should attend the said meeting on the date and venue on their own cost.

(b) The date/ time and venue of the pre-bid conference shall be notified on CIMFR website as well as CPPP preferably within a week of publishing of NIT.

(c) Non-attendance at the pre- bid meeting will not be a cause for disqualification of a Bidder.

24. Evaluation Criterion:

The evaluation shall be done at three stages. The bidders qualify at first stage shall be considered for evaluation at second stage and so on.

(a) Stage-I: As this stage the credentials & essential documents shall be evaluated which is indicated below: Document required at-

sl no 1 (Copies of award of rate contract/ work order), 2 (Copy of valid license), 3 (Copy of valid certificate of authorization), 4 (Copy of registration under Indian Companies Act), 7 (Copy of annual turnover) of Part-A and sl no 8 (Duly Signed Integrity Pact) of Part - B of Annexure-II- B (Compliance Sheet).

(b) Stage-II: As this stage the essential documents of the qualified bidders at stage-I shall be evaluated which is indicated below: Document required at-

sl no 5 (Certified copies of GST Registration), 6 (Copy of Income Tax PAN certificate) of Part-A and sl no 1 (Declaration/ Undertaking for No-downward revision of discount), 2 (Declaration of not giving higher discount to any other department), 3 (Declaration that no other charges like Dry ice, P&F, freight for transportation is chargeable separately), 4 (Declaration for not been blacklisted/ debarred), 5 (Declaration regarding Make in India policy), 6 (Declaration regarding Land Border Sharing Countries), 7 (Declaration for Code of Integrity & Conflict of Interest) of Part - B of Annexure-II- B (Compliance Sheet).

(c) Stage-III: As this stage the essential documents of the qualified bidders at stage-II shall be evaluated for consideration of award of work which is indicated below: Document required at Part-II of Annexure-II.

Part-I**A. Application Form**

Sl. No.	Particulars	Details
1.	Name & full address along with contact details of the Applicant	
2.	Status of Applicant: Single firm/ Group of firm/ Consortium	
3.	Valid Drug License No.	
4.	Whether engaged for similar job during last 5 years with any Government/ Reputed Private organisation: Yes/ No	
5.	Whether blacklisted/ debarred by a government organization nor should any litigation is pending with any such departments: Yes/ No (If yes, provide the details)	
6.	Average annual turnover of the last three year (Plz indicate)	
7.	Name & full address of your banker along with bank account details.	

(Signature of Authorized Signatory)

Name of company/ firm with complete address/ e-mail & seal

B. Compliance sheet

Sl. No.	Particulars	Complied (Yes/ No)
Part-A Documents to be Attached with Tender/Bid		
1.	Copies of award of rate contract/ work order of similar work issued by any Government Institutes/ Deptts during last 5 years and certificate of satisfactory completion of work indicating the value of supply for Rs. 1 crore or more.	
2.	Copy of valid license for selling of drugs (drug license) issued by the Appropriate Authority.	
3.	Copy of valid certificate of authorization (if applicant is authorised dealer).	
4.	Copy of registration under Indian Companies Act.	
5.	Certified copies of GST Registration certificates.	
6.	Copy of Income Tax PAN certificate (in the name of the firm/company).	
7.	Copy of annual turnover (copy of audited balance sheet of relevant period/ certificate from the chartered accountant or cost accountant indicating the turnover details for relevant period).	
Part-B Declarations to be Attached with Tender/ Bid (On letter head in the given format)		
1.	Declaration/ Undertaking for No-downward revision of discount for CSIR-CIMFR during Rate contract.	
2.	Declaration of not giving higher discount to any other department.	
3.	Declaration that no other charges like Dry ice, P&F, freight for transportation is chargeable separately.	
4.	Declaration for not been blacklisted/ debarred by any government organization and/or not pending of any litigation with any such departments.	
5.	Declaration regarding Make in India policy.	
6.	Declaration regarding Land Border Sharing Countries.	
7.	Declaration for Code of Integrity & conflict of interest.	
8.	Duly signed Integrity Pact.	

(Signature of Authorized Signatory)

Name of company/ firm with complete address/ e-mail & seal

Part-II

Financial Bid

Sl. No.	Particulars	Details
1.	Name & full address of the Applicant	
2.	Percentage of discount offered * (In word & figure both) on MRP (Maximum Retail Price)	

(Signature of Authorized Signatory)
Name of company/ firm with complete address/ e-mail & seal

** Plz refer clause- 7 of NIT while indicating the discount offer.*

Sample of Declaration (As per Compliance Sheet)

(On Letter Head only)

- (1) There will not be any down-ward revision in discount during the Rate Contract Period. **(Item 1)**
- (2) No any other Government institution/ department is offered/ shall be offered higher discount during contract period. **(Item 2)**
- (3) No other charges (Except GST) like Dry ice, P&F, freight for transportation will be chargeable separately. **(Item 3)**
- (4) We have not been blacklisted/ debarred by any government organization and/ or not pending of any litigation with any such departments. **(Item 4)**

(Signature of Authorized Signatory)

Name of company/ firm with complete address/ e-mail & seal

Declaration for Make in India Policy

(On Letter head only)

“I/ We have read and understand the GOI notification no. P-45021/2/2017-PP(BE-II) dated: 16.09.2020 on Make in India policy issued by Ministry of commerce and industry. This is to certify/declare that the quoted items in our submitted pricelist of following brands have minimum local content* of 20% as per above notification

(*Local Content means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent. Bidders can't claim local content by claiming profit, warehousing, marketing, logistics, freight etc. as local value addition.)

Signature of CA/ Auditor

Name:

Contact No.:

Email Id:

Other details:

Company authorized signatory

Name:

Designation:

Contact No:

Email Id:

Other Details:

Declaration regarding Land Border Sharing Countries

(On Letter Head only)

“I/ We have read the tender document no.
Along with clause regarding restriction on procurement from a bidder of a country which shares a land border with India in accordance with the Govt. of India notification no. 6/18/2019-PPD(Public Procurement No.1) dated: 23.07.2020 and no. 6/18/2019-PPD(Public Procurement No.2) dated: 23.07.2020 by Ministry of Finance. Accordingly, I hereby certify that

“This bidder is not from such a country and is eligible to be considered”	
---	--

Or

“This bidder is from such a country but is registered with the competent authority and the related document is attached and thus eligible to be considered”	
---	--

Or

“This bidder is from such a country but to this country, Govt. of India extended lines of credit notified by Ministry of External Affairs and the related document is attached and thus eligible to be considered”	
--	--

[Write ‘Yes’ in the appropriate box]

(Bidder for the purpose of this order (including the term ‘tenderer’, ‘consultant’, ‘vendor’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidders started herein before, including any agency, branch or office controlled by such persons, participating in a procurement process.)

Authorized signatory

Name:

Designation:

Contact No:

Email Id:

Other details:

Declaration for Code of Integrity & conflict of interest

(On the Letter Head only)

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____

I/ We _____ hereby declare that I/ we shall abide by the Code of Integrity for Public Procurement 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,

Name and Signature of the Authorized Signatory)

With Company Seal

(Write NA, if no case of debarment)

Code of integrity for Public Procurement means:

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.*

INTEGRITY PACT

(Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway. Bidders are requested to submit duly signed Integrity Pact on Rs. 100 Non-Judicial stamp paper on tenders as well as in hard copy. The hard copy must be delivered on or before last date of bid submission at the Office of Controller of Stores and Purchase, CSIR-CIMFR, Barwa Road, Dhanbad – 826001, Jharkhand.)

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 for 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.

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)/ 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.
- (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)

Place.....

Date.....

(For & On behalf of Bidder/ Contractor)

(Office Seal)

Place.....

Date.....

Witness 1:(Name & Address): _____

Witness 2:(Name & Address): _____