

	Government eProcurement System	Government eProcurement System
	Tender Details	Date : 22-Nov-2022 05:42 PM

 Print

Basic Details

Organisation Chain	Council of Scientific and Industrial Research CDRI-Lucknow - CSIR Admin-CDRI - CSIR		
Tender Reference Number	F1BillCashlessMedical202223		
Tender ID	2022_CSIR_136179_1		
Tender Type	Open Tender	Form of contract	Empanelment
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	Yes

Payment Instruments

Offline	S.No	Instrument Type
	1	Direct Credit
	2	R-T-G-S

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	As per tender condition no. 12.1.2 including all annexure excluding annexure F
2	Finance	.xls	Bill of quantity

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	9,20,000	EMD through BG/ST or EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Director CDRI	EMD Payable At	Lucknow

[Click to view modification history](#)
Work /Item(s)

Title	N F1 Bill Cashless Medical 202223				
Work Description	No. F1 Bill Cashless Medical 2022 23				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	Yes				
Tender Value in ₹	4,60,00,000	Product Category	Medicines	Sub category	empanelment of medical stores
Contract Type	Empanelment	Bid Validity(Days)	90	Period Of Work (Days)	365
Location		Pincode	226031		NA

	CSIR-CENTRAL DRUG RESEARCH INSTITUTE			Pre Bid Meeting Place	
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	CDRI Sector10 JankipuramExtn,Sitapur Road,Lucknow
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	22-Nov-2022 06:00 PM	Bid Opening Date	30-Nov-2022 06:00 PM
Document Download / Sale Start Date	22-Nov-2022 06:00 PM	Document Download / Sale End Date	29-Nov-2022 06:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	22-Nov-2022 06:00 PM	Bid Submission End Date	29-Nov-2022 06:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	F1 Bill cashless Medical 2022 23	356.21

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_148819.xls	No. F1/Bill/Cashless Medical/2022-23	315.00
	2	Tender Documents	etenderforchemistshopNITdated22112022.pdf	No. F1/Bill/Cashless Medical/2022-23	2585.00

Auto Extension Corrigendum Properties for Tender

Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	2	7

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	bs.eproc@csir.res.in	Brahma Singh	BRAHMA SINGH
2.	dkv.eproc@csir.res.in	Dinesh Kumar Vishwakarma	DINESH KUMAR VISHWAKARMA
3.	jp.eproc@csir.res.in	Jai Prakash	JAI PRAKASH
4.	mks.eproc@csir.res.in	Mohit Kumar Shukla	MOHIT KUMAR SHUKLA

GeMARPTS Details

Reason for non availability of GeMARPTS ID	Urgent nature of Procurement
Remarks	GeM non availability certificate
Document Name	GemCertificate.pdf
Document Size (in KB)	296.07

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	Yes
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

Tender Inviting Authority

Name	Administrative Officer
Address	CDRI Sector10 JankipuramExtn,Sitapur Road,Lucknow

Tender Creator Details

Created By	Jai Prakash
Designation	AEE
Created Date	22-Nov-2022 05:10 PM

CSIR-CENTRAL DRUG RESEARCH INSTITUTE

(Council of Scientific and Industrial Research)

Post Box No. 173, Sector 10, Jankipuram Extension, Sitapur Road,
Lucknow

No. F1/Bill/Cashless Medical/2022-23

Dated: 22/11/2022

Tender Document-I & II pertaining to

“E-Tender for Empanelment of Chemist Shops on cashless basis”

INDEX:

Tender Document-I related to Technical Bid (Pre-qualifying)

Sl.No.	CONTENTS	PAGE(S) NO.
1.	Notice Inviting E-Tender	4
2.	Tender Notice for Empanelment of Chemist Shops	5
3.	Instructions to bidders	06-10
4.	General Conditions of the tender & Special Conditions of Contract	11-16
5.	Performance Security Form (PSF) (ANNEXURE-A)	17-18
6.	Declaration by the Chemist (ANNEXURE-B)	19
7.	Do's and Don'ts for supply of cashless medicines to CSIR-CDRI Employess/Pensioner (ANNEXURE-C)	20
8.	Integrity Pact (ANNEXURE-D)	21-27
9.	Format for declaration by the Bidder for code of Integrity & conflict of interest (ANNEXURE-E)	28
10.	Check list for pre-qualification Bid	30
11.	Format of Contract Agreement	31-34

Tender Document-II related to Price Bid

Sl.No.	CONTENTS	PAGE(S) NO.
1.	Price Bid for Providing Medicines to CSIR-CDRI Dispensary, Nirala Nagar and Jankipuram Extension, Lucknow on Credit basis (ANNEXURE-F)	36

DETAILS OF EARNEST MONEY DEPOSITED (EMD) BY TENDERER

(To be filled by the Contractor)

No.....Name of Issuing Bank.....

Branch.....Place.....Date of issue.....

Amount.....

Bank Account Detail of Party to refund EMD etc.....

Name of contractor:

Signature :

TENDER DOCUMENT-I
Technical Bid (Pre-qualifying Bid)



सी.एस.आई.आर.-केन्द्रीय औषधि अनुसंधान संस्थान, लखनऊ
(बैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्)
सेक्टर 10, जानकीपुरम विस्तार, सीतापुर रोड, लखनऊ - 226 031 (भारत)
CSIR - Central Drug Research Institute
(Council of Scientific & Industrial Research)
Sector 10, Janakipuram Extension, Sitapur Road, Lucknow - 226 031 (India)



F1/Bill/Cashless Medical/2022-23

Date: 22/11/2022

NOTICE INVITING E-TENDER

E-Tender for Empanelment of Chemist Shops on cashless basis (Please read all Tender documents before filling Online Tender)

Central Drug Research Institute, Lucknow provides comprehensive medical facilities to its employees and pensioners. As a part of this scheme, The CSIR-CDRI, aspires to provide timely medicines/drugs to the beneficiaries. With this objective, E-Tenders are invited on behalf of the Director, CSIR-CDRI, under Two-Bid system from the registered medical shops located upto 5 k.m. distance by motorable route from CSIR Dispensary, Niralanagar Lucknow-226020 or CDRI Dispensary Janakipuram, Lucknow 226031 for empanelment of their shops, to provide Allopathic Medicines to CSIR-CDRI regular employees, pensioners (CSIR-IITR, CIMAP, NBRI, CDRI) and their dependent family members on credit basis on the production of prescription prescribed by Medical officer CSIR-Dispensary Niralanagar, Lucknow or CDRI Dispensary Janakipuram Extension Sector 10, Sitapur Road, Lucknow. For complete Tender details and to download tender form please visit CDRI website <https://www.cdri.res.in> and CPP Portal <https://etenders.gov.in/eprocure/app>. Director, CSIR-CDRI reserves the right to accept or reject any or all the tenders received or accept any or all the tenders wholly or partially, without assigning any reason thereof. In case of holiday on any particular day, the said action date will be the next working day at same time. Tender should be submitted online only.

1.	Estimated cost of the work	Rs. 4,60,00,000/- (Rupees Four Crore Sixty Lakh only)
2.	(a) Date & Time for commencement Downloading of Tender document (b) Last date of submission of Tender document	22.11.2022 6.00pm 29.11.2022 6.00pm
3.	Date & time of opening of Technical Bid	30.11.2022 6.00pm
4.	EMD	Rs.9,20,000/- (Rupees Nine Lakh Twenty Thousand only)

Note- Only Online Bid will be accepted. EMD shall be submitted through Online/RTGS mode as per bank details given in the tender document. A copy of the receipt shall be enclosed with the technical bid.

Administrative Officer

CSIR-CENTRAL DRUG RESEARCH INSTITUTE
(Council of Scientific and Industrial Research)
Sector 10, Jankipuram Extension, Sitapur Road, Lucknow-226031

Tender Notice for Empanelment of Chemist Shops

F1/Bill/Cashless Medical/2022-23

Dated: 22/11/2022

Central Drug Research Institute, Lucknow is one of the constituent laboratories of CSIR, under the Ministry of Science & Technology, Government of India, engaged in Research & Development of Drugs.

E-Tenders are invited on behalf of Director, CSIR-CDRI, Lucknow from reputed/registered, Authorized Stockiest/Distributors/Suppliers situated at Lucknow City located upto 5 k.m. distance by motorable route from CSIR Dispensary, Niralanagar Lucknow-226020 or CDRI Dispensary Jankipuram, Sect.10, Lucknow-226031 for the supply of Medicines to regular employees and pensioners of (CSIR-CDRI, IITR, NBRI, CIMAP) & their dependent family members for the year 2022-2023 on maximum discount on MRP. (The approx. annual value of medicines to be procured is Approx. Rs. 4,60,00,000/-)

IMPORTANT NOTE:

1. Last date:
 - a) For tender submission: 29/11/2022. at 6.00 P.M.
 - b) Tender opening: 30/11/2022. at 6.00 P.M.
2. Tender forms can be downloaded from CDRI website <https://www.cdri.res.in> and CPP Portal <https://etenders.gov.in/eprocure/app>.
3. Tender received through Offline, E-Mail or Fax will not be considered.
4. For detailed terms & Conditions, please refer to Annexure-1

**Administrative Officer,
CSIR-CDRI, LUCKNOW-226031
E-mail: ddo@cdri.res.in
Phone: 0522-2772450**

CSIR-CENTRAL DRUG RESEARCH INSTITUTE
(Council of Scientific and Industrial Research)
Post Box No. 173, Sector 10, Jankipuram Extension, Sitapur Road,
Lucknow

INSTRUCTIONS TO BIDDERS

1. **GENERAL:-**

The tender is being invited for the work of Providing E-Tender for Empanelment of Chemist Shops on cashless basis to provide Allopathic Medicines to CSIR-CDRI regular employees, pensioners (CSIR-IITR, CIMAP, NBRI, CDRI) and their dependent family members on credit basis on the production of prescription prescribed by Medical officer, CSIR-Dispensary Niralanagar, Lucknow and CDRI Dispensary Jankipuram Extension Sector 10, Sitapur Road, Lucknow as per specification mentioned in Tender Document.

2. **QUALIFICATION OF THE BIDDERS FOR TECHNICAL BID:-**

Agency/ bidder participating in bidding process shall fulfill following criteria .The bids of the Firms not fulfill the below mentioned criteria will be rejected.

- (a) The bidders are required to submit EMD (Earnest Money Deposit) amount of Rs. 9,20,000/- (Rupees Nine Lakh Twenty Thousand only) online or RTGS to the account of Director CDRI and proof of the same attached with the technical bid. Bank details/ RTGS detail is as under: - Bank A/c No. SBI-30269374557, (IFSC Code-SBIN0010174).
- (b) The bidder shall possess valid Drug License as on the date of Bid opening in specified forms [(Form 20&21) or (20-B 21-B)] and (21-C, if required) for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940. The successful Bidders will ensure that their license remain valid till the end of the contract period.
- (c) If the bidder is a Partnership concern, Copy of the Partnership Deed duly attested by a notary public and an affidavit to the effect that all the partners admit execution of the partnership and the General Power of Attorney may be furnished. In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any partner, the Tender and all other related documents must be signed by each partner of the firm.
- (d) GSTN allotment/ clearance certificate.
- (e) The Bidder should submit valid documentary proof of GST registration number and the details of Income Tax registration (PAN).
- (f) No conviction certificate from State Drugs Controller that no case is pending against the bidder under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs Price Control Order issued from time to time. (Issued within six months on the date of NIT)
- (g) The firm shall have turnover of Rs.1.5.crore per annum during the last two financial years .The copies of the audited balance sheets for the last two financial years to establish the turnover of the bidder is >1.5 Cr per annum shall be submitted with the technical bid. The balance sheets shall be certified by C.A under seal bearing his membership number.
- (h) The registered Chemist shop shall be located within 5 k.m.(motorable distance) from CSIR dispensary Nirala Nagar, Lucknow-226020 or CDRI dispensary, Jankipuram extension, Sect-10, Lucknow-226031 at Lucknow.

3. ONE BID PER BIDDER:

Each bidder shall submit only one tender either by himself or as a partner or on behalf of company. If a bidder or if any of the partners or any one of the members of the firm participates in more than one bid, the bids are liable to be rejected.

4. COST OF BID:

The bidder shall bear all costs associated with the online preparation and submission of his bid and the Department will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

5. VISIT TO DEPARTMENT:

- i. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy himself/themselves before submitting their bids. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done. The site can be inspected from **10:00 a.m. to 4:00 PM** on all working days w.e.f. **22/11/2022 to 28/11/2022**.
- ii. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document; Failure to furnish information required in Tender document or submission of a tender not as per requirement of Tender document will be at the bidder's risk and liable to rejection of bid.
- iii. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

6. CLARIFICATION FOR TENDER DOCUMENT:

- i. Except for any such written clarification by the Department, which is expressly stated to be an addendum to the tender document issued by the Office of Administrative Officer, CSIR-CDRI, no written or oral communication, presentation or explanation by any other employee of the Department shall be taken to bind or fetter the Department under the contract.
- ii. Subletting of contract under any circumstance by bidder is not allowed. If the CSIR-CDRI subsequently finds to the contrary, the CSIR-CDRI reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

7. BID PRICES:

- a. The Bidder shall submit his price bid/offer online in Indian Rupees.

- b. Conditional bids/offers shall be summarily rejected.
- c. The rates quoted by agency shall remain fixed throughout the duration of contract.
- d. **Note:- ON ANNEXURE - F (PAGE 36) OF THE ENCLOSED TENDER DOCUMENT, DISCOUNT IS TO BE OFFERED ON QUOTED RATE OF THE BOQ ON THE MRP OF MEDICINES. FOR ANY FURTHER CLARIFICATIONS PLEASE CONTACT ON EMAIL- ddo@ cdri.res.in**

8. **FORM OF BID:**

The Form of Bid shall be completely filled in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a company, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

9. **DURATION OF CONTRACT:**

The contract shall be initially for a period of **ONE (01) YEAR**. The Director, CSIR-CDRI, Lucknow reserves the right to curtail the period or to extend the period for another one year on the same rate, terms and conditions of the Agreement. While considering extension term of contract; CSIR/CVO / Govt of India Guidelines shall be followed.

10. **BID SECURITY:**

- The bidders shall deposit Bid security (Earnest Money Deposit) for an amount of Rs. 9,20,000/- (Rupees Nine Lakh Twenty Thousand only) of estimated cost of tender through online or RTGS to the account of Director CDRI, Lucknow (Bank A/c No. SBI-30269374557, (IFSC Code-SBIN0010174). The Bid Security will remain valid for a period of 06 months.
- Any Tender not accompanied by Bid Security (EMD) shall be rejected.
- Bid security of the successful bidder shall be returned on receipt of performance security by the Department and after signing the agreement.
- Bid Security shall be forfeited if the bidder withdraws his bid during the period of validity of the tender.
- Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required performance security within the time frame specified by the Department.

10. **Format and Signing of Bid-**

- (i) The bidder shall submit/upload one copy of the Tender document online and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

11. **Submission of Bids:**

12.1.1. The bidder shall submit the Technical & Price bid online only.

12.1.2. The Technical Bid should consist of the following documents (uploaded):

- (a) The bidders are required to submit EMD (Earnest Money Deposit) amount of Rs. 9,20,000/- (Rupees Nine Lakh Twenty Thousand only) online or RTGS to the account of Director CDRI and proof of the same attached with the technical bid. Bank details/ RTGS detail is as under: - Bank A/c No. SBI-30269374557, (IFSC Code-SBIN0010174).

- (b) Self-attested copies of valid Drug License held by the bidder as on the date of Bid opening in specified forms [(Form 20&21) or (20-B 21-B)] and (21-C, if required) for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940. The successful Bidders will ensure that their license remain valid till the end of the contract period.
- (c) Copy of Declaration of bidder as per Annexure-B has to be signed.
- (d) If the bidder is a Partnership concern, Copy of the Partnership Deed duly attested by a notary public and an affidavit to the effect that all the partners admit execution of the partnership and the General Power of Attorney may be furnished. In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any partner, the Tender and all other related documents must be signed by each partner of the firm.
- (e) Copy of GSTN allotment/ clearance certificate.
- (f) The Bidder should submit valid documentary proof of GST registration number and the details of Income Tax registration (PAN).
- (g) No conviction certificate from State Drugs Controller that no case is pending against the bidder under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs Price Control Order issued from time to time. (Issued within six months on the date of NIT)
- (h) Copies of the audited balance sheets for the last two financial years to establish the turnover of the bidder is >1.5 Cr per annum. The balance sheets shall be certified by C.A under seal bearing his membership number.
- (i) Bidder have to submit an undertaking in (ANNEXURE-C) for do's and don'ts in his medical shop in affidavit form which has to be displayed on visible place at medical store/shop.
- (j) Self signed print of Google map that the registered Chemist shop is located within 5 k.m.(motorable distance) from CSIR dispensary Nirala Nagar, Lucknow-226020 or CDRI dispensary, Jankipuram extension, Sect-10, Lucknow-226031 respectively at Lucknow, must be attached.

13. Bid Opening and Evaluation: -

- 13.1. The authorized representatives of the Department will open the Technical Bids online.
- 13.2 The bid of any bidder who has not complied with any of the conditions will be summarily rejected.
- 13.3 Financial bids of only the technically qualified bidders will be opened online; the date of opening of Financial Bid shall be communicated separately.
- 13.4 CSIR-CDRI reserves right to accept any Bid and to reject any or all Bids: -
- 13.5 The Director, CSIR-CDRI, Lucknow is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- 13.6 The Director, CSIR-CDRI, may terminate the contract if it is found that the agency is black listed on previous occasions by the any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.
- 13.7 The Director, CSIR-CDRI, may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Security Deposit or fails to execute the contract agreement.
- 13.8 The Bidder providing maximum discount on MRP of medicines will be selected as L1 and will be awarded. The Bidder shall also furnish justification for quoting such discount.

14 Award of Contract: -

- 14.1 The Director, CSIR-CDRI, will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 14.2 The Director, CSIR-CDRI, will communicate the successful bidder by letter/email.
- 14.3 The successful bidder will be required to execute a contract agreement in the form on a Non-Judicial Stamp Paper worth **Rs.100/-(Rupees One Hundred only)** within a period of 30 days from the date of issue of Letter of Offer and to commence the work within 10 days of signing of agreement.
- 14.4 Validity of Offer: The tender shall remain open for acceptance for a period of 90 days from the date of opening of tenders.
- 14.5 The successful bidder shall be required to furnish a **Security Deposit Rs 14,00,000/- (Rs Fourteen Lack only)** within 15 days of receipt of 'Letter of Offer' in the form of an Account Payee DD, Fixed Deposit Receipt from a scheduled bank, or Bank Guarantee from a scheduled bank in an acceptable form drawn in favour of Director, CSIR-CDRI, Lucknow. The Security Deposit shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Security Deposit shall also be extended by the contractor accordingly.
- 14.6 Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

GENERAL CONDITIONS OF THE TENDER:-

- 1.** The registered chemist shop should be in existence for the last Five years (Copies of license held during the last Five years should be attached with the tender).
- 2.** All documents of this tender from page no. 1 to 36 must be self-attested no condition should be attached with NIT, i.e. Tender must be unconditional.
- 3.** Medical store has to quote workable tender rate.

- 4.** The Chemist must hold a valid wholesale or retail License issued by Drug Controlling Authority of the State for sale of allopathic medicines as applicable under the Rules of Union and State.

- 5.** The chemist must provide balance sheet (certified by CA along with membership number) to establish overall average turnover (for the last two financial years) to a minimum of 1.5 Cr per year.

- 6.** The Chemist/Druggist should possess PAN & GSTN and also communication facilities such as telephone/mobile phone etc. for the purpose of communication and availability of medicines at the shop.

- 7.** The Chemist can visit CSIR Dispensary or CDRI before submitting tender to acquaint itself with the procedure and requirement of medicines & for any clarification.

- 8.** The Chemist/Druggist should quote uniform discount in percentage terms on the Maximum Retail Price (MRP) (inclusive of all taxes) printed on the strip/ Bottle/ unit packed, in respect of all items of medicines to be provided under the Contract, the quoted offer shall be on the MRP inclusive of all taxes and shall remain firm and fixed for the entire duration of the contract.

- 9.** The Chemist shall not impose any condition or make any changes, additions, alternation and modifications in the Tender document except offering the maximum discount on MRP of the drugs and taxes, if any, in figures and words in the Annexure-A of the tender document.

- 10.** The award letter shall be treated as cancelled if the successful Chemist/Druggist fails to give his acceptance within seven days from the date of receipt of award letter or refuse/fails to provide medicines; the Earnest Money deposited by the Chemist/Druggist with the Tender shall be forfeited.

- 11.** Successful Chemist/Druggist will execute an Agreement on a Non-Judicial Stamp paper worth Rs. 100/- within five days from the date of acceptance of award failing which the award letter shall be treated as cancelled without making any reference to the Chemist/Druggist.

- 12.** The Chemist shall furnish an interest free Performance Security Money of Rs. 14,00,000/- (Rupees Fourteen Lack only) as Performance Bank Guarantee within 10 days from the date of issue of award letter of contract which should be valid for 26 months. Successful Chemist/Druggist will deposit the Performance Security Money before execution of an Agreement for the due discharge of his obligations under the contract. The Performance Security Money shall be refunded to the contractor after satisfactory completion of work during the contract period. The Earnest Money shall be adjusted against performance security money on the request of the Chemist. The Performance Security Money deposited by the contractor shall not accrue any interest in any circumstance.

13. In the event of loss or damage, if any, sustained by CSIR-CDRI due to negligence on the part of the Chemist, the loss or damage sustained shall be recovered from the Performance Security Money of the contractor. The Tender document shall be made part of the Agreement to be executed on award of work.

14. The entire Tender form & documents must be signed by the Proprietor/Owner/Authorized Representative of the Chemist and also affixed seal of the Firm on each and every page of the tender document. No power of attorney shall be entertained.

15. In case the date of opening is declared a holiday, the date of opening shall be automatically extended to the next working day.

16. It will be presumed that the Chemist has considered all terms and conditions of the Tender at the time of submitting the Tender. No verbal or written inquires shall be entertained in respect of accepting or rejection of the Tender.

17. Any action on the part of the Chemist to influence any officer of CSIR- CDRI or canvassing in any form shall make his tender liable to rejection.

18. If at a later stage, it is found that the documents and certificates submitted by the Chemist are forged or have been manipulated, the work awarded to the Chemist shall be cancelled and EMD/Performance Security Money deposited by the Chemist shall also be forfeited.

19. Tender shall be valid for acceptance for a period of 90 days from the date of opening of tender and shall be further extendable by another 30 days at the request of CSIR- CDRI.

20. The Director, CSIR- CDRI shall reject the tender if it determines that the Chemist recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

21. Director, CSIR- CDRI, Lucknow shall reserve the right to empanel more than one chemist, if the participated Chemists are ready to offer the same discount which has been offered by the highest discounter for the convenience of the employees and the pensioners.

22. The Earnest Money shall be forfeited if the Chemist/Druggist withdraws its tender during the period of validity of the tender OR in case of successful Chemist/Druggist, if the Chemist/Druggist fails:-

(I) To sign the contract in accordance with the terms and conditions of the tender.

(II) To furnish Performance Security as specified in the terms and conditions of the tender.

23. A person signing the Tender document or any documents related to tender forming part of the tender shall be deemed that he has authority to sign the tender document and his acts shall be binding on another person. If on enquiry, it appears that the person who has signed the tender document has no authority to do so, the CDRI without prejudice to other Civil and Criminal remedies shall cancel the contract and hold that signatory responsible for all costs arising thereof.

24. The premises of the Chemist can be inspected by a team of Doctors /Officers to determine the eligibility criteria such as

(a) Physical verification of the shop.

(b) Verification of original documents.

(c) Availability of proper cold-chain which would be a refrigerator and power back up system.

(d) Presence of retail outlet.

(e) Assess availability of stock of medicines both physical and financial etc. And if the team is not satisfied with the veracity of the claims of the tenderer, the tender will be rejected.

25. The Chemist who has been awarded the contract shall attend the meetings fixed by the Local Advisory Committee of CSIR- CDRI as and when called for. Those Chemists, whose contracts had been terminated by CGHS/CSIR during the last three years on charges of substitution of medicines, over charging, misbehavior with CGHS/CSIR beneficiaries/officers, non-adherence to the terms and conditions of contract, etc., shall not be considered for empanelment. The successful Bidder's Earnest Money will be discharged upon the Bidder executing the Contract and furnishing the Performance Security. Unsuccessful Bidder's Earnest Money will be discharged / returned within 30 days after the expiration of the period of tender offer validity prescribed by the CSIR- CDRI.

26. The Bidder has to quote the Discount on MRP for all categories of DRUGS.

27. (a) The Chemist shall provide medicines of latest batch and the expiry date should not be less than six months from the date of supply.

(b) The Chemist shall generate bill showing name of the medicine, batch no., MRP and net cost of the medicine after allowing discount as agreed. The Chemist will submit fortnightly/monthly bill attaching therewith cash memo and the prescription prescribed by the Medical Officer to CSIR Dispensary, Nirala Nagar for verification and the Medical Officer shall verify the bill and submit the same to Bill Section of CDRI for payment.

(c) The Chemist shall record a certificate on the bill that the prices charged on the medicines are not more than the MRP printed on the strip/bottle etc. and the discount has been given as per agreement.

(d) The Chemist shall provide the medicines as prescribed by the Medical Officer, CSIR Dispensary and no short/part supply of medicines shall be acceptable.

(e) The Chemist shall provide the medicines in original packing of manufacturer.

(f) The Chemist shall not provide substitute medicines unless it is permitted by Medical Officer of CSIR Dispensary in writing.

(g) The Chemist shall keep the medicines such as Insulin, Rabipur etc. in the refrigerator and shall provide them on the recommendation of M.O., CSIR Dispensary without breaking their cold- chain.

(h) The Chemist shall not provide cut strips and loose medicines without showing their batch number and expiry date.

- (i) The chemist shall maintain sufficient stock of medicines all times to avoid inconvenience to the employees & pensioners.
- (ii) In case part supply of medicine will be done than part bill of medicines will be provided by the chemist.

28. Payment: The supply of drugs will be made on Credit Basis The bill raised by the Chemist shall be paid on fortnightly/monthly basis on the basis of certificates recorded by Medical Officer, CSIR Dispensary and the payment of the bills shall be paid through E-payment mode/RTGS. The Chemist shall furnish the name and address of Bank, Account Details, nature of Account, IFSC Code etc. for crediting the payment in the Bank Account of the Chemist.

29. The contract can be terminated by either party by giving one month's notice. The contract can be terminated by the Director CSIR- CDRI at any time without notice for unsatisfactory service by the contractor.

30. Bid Submission: The Bidders are requested to submit their offer in their own letter head neatly typewritten without any cutting or over writing.

31. An undertaking is required to be given by the bidder stating that the rates offered by them are not more than the rate offered to any other Government agencies/Institutions/Hospital and the discount offered is not less than discount offered to any other Government agencies/Institutions/Hospital. In case any such discrepancy is noticed they shall refund the difference amount to CSIR-CDRI and also Rate Contract is liable to be cancelled.

32. The bidders may submit their bids through e-tender portal.

33. Late / delayed or unsigned offers will not be considered at all.

34. The Bidder must agree for immediate free replacement in case any discrepancy is found with regard to quality/quantity of the medicines to be supplied by them under this Rate contract.

35. The Director, CSIR-CDRI reserves the right to reject any or all of the offers received without assigning any reason thereof.

36. Tender has a declaration. (Annexure-D) by the Bidder for code of integrity and (Annexure-E) conflict of interest which has to be submitted by the bidder.

37. All disputes subject to Lucknow jurisdiction only.

(2) SPECIAL CONDITIONS OF CONTRACT:

1. Time is essence in the contract for providing the medicines to the pensioners/employees of CDRI and their family members on the requisition/prescription of medical officer CSIR Dispensary, Nirala Nagar and Jankipuram Extension. The Chemist shall provide the medicines on the same day to avoid inconvenience to the patients.
2. Duly filled prescribed Bid form (Price Bid as per ANNEXURE-F) containing the discount offered on MRP. Also furnish the detailed justification as to how firm proposes to given quoted discount on MRP.

3. The amount of Rs. 14,00,000/-(Rupees Fourteen Lack only) deposited as Performance Security money shall be forfeited, if the Chemist fails to provide the medicines in time or delay in delivery or provides short supply or substitute/spurious drug, overbilling.
4. The number of medicines to be given as per the prescription by the doctor. The Chemist shall provide the medicines as prescribed by the Medical officer, CSIR Dispensary.
5. No substitute of medicine shall be given to patients. If need arises, this can be given only after prior permission/intimation of concerned Medical Officer, CSIR/CDRI dispensary .
6. No prescription will be denied. The Chemist shall provide the medicines in original packing of manufacturer
7. If any medicines are not available with the chemist, it will be the responsibility of the Chemist to arrange medicines within 24-48 hours by procuring from local market and deliver at the residence of concerned employee/pensioner. Failure to do so, in case of regular employess, will attract penalties to the tune of discount percentage as per agreement from the cashless bill provided by chemist. In no case the pensioners will be denied for medicines.
8. If the medicines are received by any relative of any employee/pensioner than relationship with employee/pensioner, mobile number and date has to be mentioned by the relative.

(3) PENALTIES/LIABILITIES:

1. That the contractor shall be responsible for faithful compliance of the terms and conditions of this contract. In the event of any breach of the agreement, the same may be terminated and the performance Security money will be forfeited and further the work may be got done from another agency at the Chemist's risk and cost.
2. That if the contractor violates any of the terms and conditions of this contract or commits any fault or his services are not to the entire satisfaction of the officer authorized by the Director, CDRI in this behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
3. The performance security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Chemist and/or loss/damage if any, sustained by the CDRI (CSIR) on account of the failure or negligence or in the event of breach of the agreement by the Chemist.

(4) COMMENCEMENTS AND TERMINATION:

1. The contract shall come into force with effect from the date of signing of agreement and shall remain in force for a period of one year. This agreement may be extended for a further period of one year on such terms and conditions as are mutually agreed up on successful performance of the contractor.
2. The contract may be terminated by the Director CSIR- CDRI on any one of the following contingencies;
 - a). On the expiry of the contract period as stated above;
 - b). Providing sub-standard, spurious drugs or substitute medicines;

- c). Delays in providing the medicines;
- d). Engaged in corrupt and fraudulent practices including sub-contracting;
- e). Commits breach of any of the terms and conditions of the contract.
- f). One month's prior notice to the Chemist.

3. The Chemist shall not stop providing the medicines without giving three months prior notice.
4. During the notice period, the Chemist shall keep on providing the medicines as before till the expiry of the notice period.
5. Any notice given by one party to the other party in pursuant to this Contract shall be sent to either party in writing by registered post or by facsimile and confirmed by original copy to be sent by post to the Party's address.

(5) ARBITRATION:

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to Delhi international Arbitration Centre (DIAC), Delhi High Court, New Delhi.
2. The award of the arbitrator shall be final and binding on the parties.
3. The expression Director General, CSIR /Director, CSIR-CDRI shall mean and include an acting/officiating Director General, CSIR/ Director, CSIR-CDRI.
4. The Arbitrator may give interim award(s) and/or directions, as may be required.
5. Subject to the aforesaid provisions, the arbitration & Conciliations Act, 1996 and the rules made here under and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

(6) Contact details of Independent External Monitor in CSIR.

(i) Shri Prabakaran Palaniappan, IAS (Rtd.)

New No.9, (Old No.4B/14),
Venkateswara Nagar 3rd Street
Adyar, Chennai 600020(Tamilnadu)
Email:pprabakaranias@gmail.com

(ii) Dr. Rajan S. Katoch,IAS(Rtd.)

A-91, Alkapuri
Bhopal- 462022(MP)
Email:rkatoch@nic.in

(7) INTEGRITY PACT:

The 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 integrity 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 bidder has to enclose the duly filled Integrity Pact as per Annexure –D (enclosed).

CSIR-Central Drug Research Institute; LucknowPERFORMANCE SECURITY FORM (PSF)EMPANELMENT OF CHEMIST

PERFORMANCE SECURITY FORM (PSF) (For an amount of Rs. 14,00,000/- (Rupees Fourteen Lack only)

To,
The Director,
CSIR- Central Drug Research Institute
Lucknow

Dear Sir,

Whereas _____ (Name of successful bidder) hereinafter called "Successful Bidder" has undertaken, Admin Contract No. _____ dated, _____ to _____ (Description of Services) hereinafter called "the Contract" in pursuance of Tender Document dated _____ issued by _____. And whereas it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee by a scheduled bank for entering into a contract. And whereas it has been stipulated by you in the said contract that the successful bidder shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for the compliance with the successful bidder's performance obligations in accordance with the contract.

And whereas we have agreed to give guarantee for the successful bidder.

1. Therefore we hereby affirm that we are guarantors and responsible to you up to a total sum of Rs.14,00,000/- (Rupees Fourteen Lack only) and we undertake to immediately pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.
2. A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us notwithstanding any differences between you and successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.
3. In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee.
4. You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and conditions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the

terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other for bearance, indulgence, act or omission on your part.

5. We undertake not to revoke this guarantee during its currency.

6. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.

7. This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of one year or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this day of 2022 at

SIGNED, SEALED AND DELIVERED

For and on behalf of (Name of the bank)

By:

(Signature)

(Name)

(Designation)

(Seal)

CSIR-CENTRAL DRUG RESEARCH INSTITUTE LUCKNOW
EMPANELMENT OF CHEMIST
(Declaration by the Chemist)

From:
 Complete address of the bidder
 With Phone/Fax, Mobile No & E-mail Address.

Address of Shop from where medicines
 Will be provided

To,
 Director,
 CSIR-Central Drug Research Institute,
 Lucknow

Dear Sir,

1. I / We hereby offer to supply medicines/drugs to CSIR Dispensary Nirala Nagar & Jankipuram Lucknow and employee and pensioners (CSIR-CDRI, IITR, NBRI, CIMAP) & their dependent family members on requisition of medical officer CSIR Dispensary hospitals/ units, you may specify in the acceptance of Bid at the rate given in Price Bid attached and agree to hold this offer open till _____. I / we shall be bound by a communication of acceptance dispatched within the prescribed time.

2. I / we have understood the Instructions to the Bidders and Conditions of 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/drugs strictly in accordance with the requirements of CSIR dispensary.

4. I / we agree to arrange supplies of standard quality medicines / drugs in accordance with the nomenclature, specifications and packages given in the local purchase indents.

5. I / we agree that the supply of aforesaid will comply with provisions of Drugs & Cosmetics Act, 1940 and rules made there under.

6. My / our firm has not been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and Rules.

SIGNATURE OF WITNESS:

NAME:

ADDRESS:

DATE: .../.../....

SIGNATURE OF BIDDER:

NAME:

ADDRESS:

SEAL:

CSIR-CENTRAL DRUG RESEARCH INSTITUTE LUCKNOW
EMPANELMENT OF CHEMIST
(Declaration by the Chemist)

Do's and Don'ts for supply of cashless medicines to CSIR-CDRI Employees/ Pensioner

I hereby declare that I will display below mentioned Do's and Don'ts at visible place in the medical store.

1. The Chemist shall provide the medicines as prescribed by the Medical Officer, CSIR Dispensary.
2. If Any medicines are not available with him, the Chemist will arrange for providing the medicines within 24 hours by procuring from local market and deliver at the residence of concerned employee/pensioner.
3. No prescription will be denied. The Chemist shall provide the medicines in original packing of manufacturer.
4. Name, mobile number, date and relationship of that person with employee or pensioner will be mentioned on receipt.
5. The Chemist shall provide medicines of latest batch and the expiry date should not be less than six months from the date of supply.
6. The Chemist shall not provide substitute medicines unless it is permitted by Medical Officer of CSIR Dispensary in writing.
7. The Chemist shall keep the medicines such as Insulin, Rabipur etc. in the refrigerator and shall provide them on the recommendation of M.O., CSIR Dispensary without breaking their cold- chain.
8. The Chemist shall not provide cut strips and loose medicines without showing their batch number and expiry date.

SIGNATURE OF BIDDER:

NAME:

ADDRESS:

SEAL:

Integrity Pact

CSIR-CDRI, an autonomous body under Department of Science & Technology hereinafter referred to as "The Principal"

And

.....hereinafter referred to as "The Bidder/Contractor"

And

.....hereinafter referred to as "JV Partner/Consortium Members" (if applicable)

Preamble

The Principal invites the bids from all eligible bidders and intends to enter into contract forwith the successful bidder(s) under laid down organizational system and procedures. 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: -
 1. 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.
 2. 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 process or the contract execution.
 3. 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 it there

be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section2- 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 persons 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 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) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have

to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as 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.

Section 3: Disqualification from tender process and exclusion from future contracts

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 terminated 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 Gurantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three 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 for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, 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 violation Bidder(s)/ Contractors(s)/Sub contractor(s).

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 Monitor/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 Director, CSIR-CDRI.
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 notices, 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 Director CSIR-CDRI 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 entitle to compensation on the same terms as being extended to/provided to independent Directors CSIR-CDRI.
- (8) If the Monitor has reported to the Directors CSIR-CDRI, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Directors CSIR-CDRI 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 month after the last payment under the contract, and for all other Bidders & months-----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 Director CSIR-CDRI.

Section 10 – Other provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 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)

(For & On behalf of Bidder/
 Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1 :
 (Name & Address)

Witness 2 :
 (Name & Address)

Code of Integrity for Public procurement: Procuring authorities as well as bidders, suppliers, contractor and consultants/service provider 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:

1. **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;
2. **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;
3. **Anti-competitive practice**”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competitive Act, 2002, between two or more bidder, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid process at artificial, non-competitive levels;
4. **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;
5. **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 procuring Entity 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 Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
6. **Obstructive practice**”: materially impede the Procuring Entity’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 statement 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 Procuring Entity’s rights of audit or access to information;

Format for declaration by the Bidder for code of Integrity & conflict of interest
(Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)
(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 at annexure-5 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, its name is not only liable to be removed from the list of registered suppliers/contractors provider, but it would be liable for other punitive action such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India and so on.

Thanking you

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal

Technical Bid
(To be submitted online)

Check list for pre-qualification Bid

Name of Work:- “Empanelment of Chemist Shops on cashless basis to CSIR-CDRI Dispensary, Nirala Nagar and Jankipuram Extension, Lucknow”

Sl. No	List of documents to be uploaded	Details & Numbers of pages
1.	Bid Security (EMD) of Rs.9,20,000/-(Rupees Nine Lakh Twenty Thousand Only	DD No/UTR No:----- Transaction No:----- Bank details: ----- IFSC Code: -----
2.	Self-attested copies of valid Drug License held by the bidder as on the date of Bid opening in specified forms [(Form 20&21) or (20-B 21-B)] and (21-C, if required) for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940. The successful Bidders will ensure that their license remain valid till the end of the contract period.	
3.	Self-attested Copy of Declaration of bidder as per Annexure-C has to be signed	
4.	In case of If the bidder is a Partnership concern, Copy of the Partnership Deed duly attested by a notary public and an affidavit to the effect that all the partners admit execution of the partnership and the General Power of Attorney may be furnished. In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any partner, the Tender and all other related documents must be signed by each partner of the firm.	
5.	Self-attested copy of GSTN allotment/ clearance certificate.	
6.	Self-attested copy the Bidder should submit valid documentary proof of GST registration number and the details of Income Tax registration (PAN).	
7.	Self-attested copy of no conviction certificate from State Drugs Controller that no case is pending against the bidder under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs Price Control Order issued from time to time. (Issued within six months on the date of NIT)	
8.	Self attested copies of the audited balance sheets for the last two financial years to establish the turnover of the bidder is > 1.5 crore per annum.	
9.	Self attested copy of bidder have to submit an undertaking in (ANNEXURE-C) for do's and don'ts in his medical shop in affidavit form which has to be displayed on visible place at medical store/shop	
10.	Self attested print of Google map that registered Chemist shop is located within 5 k.m.(motorable distance) from CSIR dispensary Nirala Nagar or CDRI dispensary, Jankipuram extension at Lucknow, must be attached.	
11.	The 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 integrity 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 bidder has to enclose the duly filled Integrity Pact as per Annexure –D (enclosed).	

FORMAT OF CONTRACT AGREEMENT

Name of Work: "E-Tender for Empanelment of Chemist Shops on cashless basis"

This AGREEMENT made on between Council of Scientific and Industrial Research, New Delhi, a society registered under the Societies Registration Act, 1860 and having its office at Anusandhan Bhawan, 2 Rafi Marg, New Delhi (Hereinafter referred to as CSIR) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

AND

M/s, having its Medical Store, Lucknow (hereinafter referred to as Chemist) which expression shall unless repugnant to the context of meaning thereof be deemed to mean and include its respective heirs, executors, administrators, successors and permitted assign to the OTHER PART.

WHEREAS, CSIR – Central Drug Research Institute, a constituent unit of Council of Scientific and Industrial Research has desired empaneling of Chemists & Druggists for supplying medicines to CSIR Dispensary Nirala Nagar Lucknow and Employee and Pensioners (CSIR-CDRI,IITR,CIMAP,NBRI) and their dependent family member on requisition of medical officer CSIR & CDRI Dispensary Lucknow on day to day credit basis at discounted rates on the terms and conditions hereinafter state and;

WHEREAS, M/s, Lucknow has agreed to provide all the requisitions of Allopathic Medicines at discounted rate on Maximum Retail Price to CSIR Dispensary Nirala Nagar Lucknow and Employee and Pensioners (CSIR-CDRI,IITR,CIMAP,NBRI) and their dependent family member on day to day credit basis.

WHEREAS, CSIR – Central Drug Research Institute, Lucknow has agreed to award the contract to M/s, Lucknow for providing the Allopathic Medicines to CSIR Dispensary Nirala Nagar Lucknow and Employee and Pensioners (CSIR-CDRI,IITR,CIMAP,NBRI) and their dependent family member on day to day credit basis at discounted rates on MRP; and WHEREAS M/s, Lucknow has agreed to furnish **Rs. 14,00,000/- (Rs Fourteen Lack only)** by way of Bank Guarantee.

NOW THEREOF BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to:

CSIR-CDRI OBLIGATIONS:

That in consideration of providing Allopathic medicines on demand to CSIR & CDRI Dispensary located at Nirala Nagar and Jankipuram Extension, Lucknow on day to day credit basis, the Chemist shall submit bills to Bill Section of CDRI enclosing all cash memos and the original prescription prescribed by the Medical

Officer. The payment will normally be made (within one month from the date of receipt in Bill Section.) as per rule.

1. GENERAL CONDITIONS TO THE CONTRACT:

- 1.1 The Chemist shall provide medicines of latest batch in original packing of manufacturer; the expiry date should not be less than six months from the date of supply. A copy of the cash memo should also be supplied along with the medicines.
- 1.2 The Chemist shall generate computerized bill showing name of the patient, medicine, batch, expiry date, MRP and net cost of the medicine after allowing discount as agreed. The Chemist will submit fortnightly / monthly bill attaching therewith all cash memos and the prescriptions of the Medical Officer.
- 1.3 The Chemist shall ensure the correctness of the bills and record a certificate on the bill that the prices charged on the medicines are not more than the MRP printed on the strip / bottle etc. and the discount has been given as per agreement.
- 1.4 In case of overcharging in the bill by inflating the quantity, higher rate than the actual MRP etc., such item will be disallowed and the bill will be passed after deducting the cost of such disallowed item.
- 1.5 The Chemist shall provide the medicines as prescribed by the Medical Officer, CSIR Dispensary in full and no short/part supply and substitute of medicines shall be acceptable.
- 1.6 The Chemist shall keep the medicines such as Insulin, Rabipur etc. in the refrigerator and shall provide them on the recommendation of M.O., CSIR Dispensary without breaking their cold-chain.
- 1.7 The Chemist shall not provide cut strips and loose medicines without showing their batch number and expiry date.
- 1.8 The Chemist shall provide all the medicines prescribed by the Medical Officer, CSIR Dispensaries on the same day. The Chemist will be abide by the terms and condition of NIT.
- 1.9 The Chemist shall maintain sufficient stock of medicines at all times to avoid inconvenience to the patient of the CSIR dispensaries.
- 1.10 In the event of loss or damage, if any, sustained by CSIR-CDRI due to negligence on the part of the Chemist, the loss or damage sustained shall be recovered from the Performance Security Money of the contractor. The Tender document also forms a part of the Agreement.

2 SPECIAL CONDITIONS OF THE CONTRACT:

- 2.1 Time is of essence in the contract for providing the medicines to the pensioners / employees of the CDRI and their family members and the Chemist shall provide the medicines on the same day to avoid inconvenience to the patients. No prescription will be denied.

- 2.2 The CSIR Dispensary shall remain open on all working days from Monday to Saturday (from 8:00AM to 7:00PM) hence chemist has to manage supply of medicines accordingly.
- 2.3 The bill raised by the Chemist shall be paid on fortnightly / monthly basis on the basis of certificates recorded by Medical Officer, CSIR Dispensary and the payment of the bills shall be made through online E-payment mode / RTGS. The Chemist shall furnish the name and address of Bank, Account Details, nature of Account, IFSC Code etc. for crediting the payment in the Bank Account of the Chemist.
- 2.4 The amount of **Rs. 14,00,000/- (Rs Fourteen Lack only)** deposited as Performance Bank Guarantee shall be forfeited, if the Chemist fails to provide the medicines in time or delay in delivery or provides short supply or substitute / spurious drug.

3 **PENALTIES / LIABILITIES:**

- 3.1 That the Chemist shall be responsible for faithful compliance of the terms and conditions of this contract. In the event of any breach of the agreement, the contract may be terminated and the security deposit will be forfeited.
- 3.2 That if the chemist violates any of the terms and conditions of this contract or commits any fault of his services are not to the entire satisfaction of the officer authorized by the Director, CDRI in this behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
- 3.3 The performance security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Chemist and / or loss / damage if any, sustained by the CDRI (CSIR) on account of the failure or negligence or in the event of breach of the agreement by the Chemist.

4 **COMMENCEMENT AND TERMINATION:**

- 4.1 The contract shall come into force with effect from and shall remain in force for the period of one year. The period of contract may be extended for further one year on the same terms and conditions as are mutually agreed upon.
- 4.2 The contract may be terminated on any one of the following contingencies:
- On the expiry of the contract period as stated above;
 - One month's prior notice by either party.
- 4.3 CSIR-CDRI can also terminate the contract in case the Chemist:
- Provides sub-standard, spurious drugs or substitute medicines;
 - Delays in providing the medicines;

- c) Engage in corrupt and fraudulent practices including sub-contracting; forged billing / Overcharging etc.
- d) Commits breach of any of the terms and conditions of the contract and;
- e) One-month prior notice by either party.

4.4 The Chemist shall not stop providing the medicines without giving one-month prior notice.

4.5 During the notice period, the Chemist shall keep on providing the medicines till the expiry of the notice period.

4.6 Any notice given by one party to the other party in pursuant to this Contract shall be sent to either party in writing by registered post or by facsimile and confirmed by original copy to be sent by post to the Party's address.

5 ARBITRATION:

5.1 In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to Delhi international Arbitration Centre (DIAC), Delhi High Court, New Delhi.

5.2 The award of the arbitrator shall be final and binding on the parties.

5.3 The expression Director General, CSIR/ Director, CSIR-CDRI shall mean and include an acting/officiating Director General, CSIR/ Director, CSIR-CDRI.

5.4 The Arbitrator may give interim award(s) and/or directions, as may be required.

5.5 Subject to the aforesaid provisions, the arbitration & Conciliations Act, 1996 and the rules made here under and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IN WITNESS THEREOF the parties hereto have set their respective hands the day and year hereinabove written.

Signed for and on behalf of
M/s

Signed for and on behalf of
CSIR – CDRI

.....
WITNESS:-

.....
WITNESS:-

1.

1.

2.

2.

Tender Document-II

**Price Bid
(To be submitted online)**

Percentage BoQ

Validate Print Help

Tender Inviting Authority: <The Director, CDRI>

Name of Work <E-Tender for Empanelment of Chemist Shops on cashless basis>

Contract No <F1/BIII/Cashless Medical/2022-23>

PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate Rs. P	TOTAL AMOUNT Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Discount offered (on the printed MRP)			4,60,00,000	46000000.00	INR Four Crore Sixty Lakh Only
10	Estimated rates	1 000 Nos			46000000.00	INR Four Crore Sixty Lakh Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Figures						
Quoted Rate in Words						INR Zero Only