



NOTICE INVITING TENDER

for

Empanelment of Chemists for supply of medicines on credit basis to CSIR-AMPRI Pensioners and their dependent family members

{NIT No:AMPRI/GEN/MED/2022}

CSIR-Advanced Materials and Processes Research Institute, (AMPRI), Bhopal is a constituent unit of Council of Scientific & Industrial Research an Autonomous Organization under the Ministry of Science & Technology, Govt. of India and a premier R&D laboratory of international repute in the area of advanced materials invites **e-tenders** on behalf of the Director, CSIR-AMPRI **under Two bid system** from the reputed Chemist Shops/Pharmacies located within 4-5 k.m. from CSIR-AMPRI, Bhopal having valid drug license for supply of Allopathic Medicines prescribed by Doctor of CSIR-AMPRI dispensary on discount and credit basis for a period of one year. The estimated cost of allopathic medicines to be supplied is approximately **Rs.20 Lakh** per annum. See tender documents for further details,

The Tender duly superscribed “Tender for Empanelment of Chemists for CSIR- AMPRI Dispensary” should be submitted on etenders.gov.in on or before dated **06.04.2022** by **03.00 pm**. The technical bid will be opened on next day on dated i.e. **07.04.2022** at 03.30 pm.

The Director, CSIR-AMPRI, Bhopal reserves the right to accept or reject any or all tenders in full or part thereof without assigning any reason whatsoever and his decision on all matters in this regard shall be final & binding.

Scope of Work

The empanelled chemist will supply the medicines/drugs at the agreed uniform rate of discount on MRP (inclusive of all taxes) and on credit basis to Pensioners and their dependent family members immediately based on the prescription slip issued by Doctor of the CSIR-AMPRI Dispensary. If the prescribed medicines is not available them the same should be arranged by next day.

The empanelled Chemist will supply the medicines and obtain the signature on reverse of the prescription slips and/or invoices/bills as a token of having received the medicine. The empanelled Chemist will put a stamp on all supplied medicine “**not for sale**”.

Validity of the Empanelment

The empanelment shall initially be for a period of one year with the provision of extension for a further period of one year on the basis of satisfactory performance, with the approval of Director, CSIR-AMPRI on the same terms & conditions.

Eligibility Criteria

The Bidder(s) should comply fully with the Technical Specifications in the tender document.

- (a) The chemist must hold valid licenses as on the date of application in specified forms (Form 20, 20-B, 21, 21-B and 21-C) for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 as applicable and any other law in force. They must hold all other licenses, clearances and permissions as may be necessary to carry out the trade of dealing with / selling of medicines. The empanelled chemists will further ensure and undertake that their licenses remain valid till the end of the contract period.
- (b) The chemist should agree to supply all the medicines etc. prescribed by the Medical Officer of Dispensary CSIR-AMPRI, Bhopal - 462026
- (c) **The shop / establishment of the chemist should be situated in and around 4-5 KM from CSIR-AMPRI, Bhopal(M.P.) -462026**
- (d) The Bidder/firm should be continuously in this business for the last three years.
- (e) Bidder(s) participating in Tender must have annual turnover of Rs.1000000/- (Rupees Ten Lakhs or above during last three consecutive Financial years (i.e.2018-19,2019-20 and 2020-21) in the same field.
- (f) Bidder(s) participating in Tender should not be blacklisted/deregistered and should not have been Blacklisted/deregistered by any other Govt. institution/ Organization during the last three years for supplying sub- standard medicines/Other items or on any other grounds.
- (g) Bidder(s) participating in Tender should not have been convicted by any court of law in any matter related to supplying sub- standard medicines/Other items or on any other grounds OR by the State Drugs Authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.
- (h) Bidder(s) participating in Tender should not be convicted in an offence under the prevention of Corruption Act,1988.
- (i) Bidder(s) participating in Tender must submit “No Conviction Certificate” attested by a Gazetted officer/Public notary that there is no case pending under the Drugs and Cosmetic Act and Rules there under, against the firm during the last 03 (three) years.

TERMS & CONDITIONS

1. The Bidder/Chemist shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.
2. The Bidder/Chemist should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process and execution of empanelment.
3. Before the deadline for submission of the bid, CSIR-AMPRI reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be hosted on CSIR-AMPRI website and CPPP portal.
4. Bidder/Chemist should take into account any corrigendum published on the tender document before submitting their bids.
5. The Bidders are not permitted to withdraw/alter or modify their bids after expiry of the deadline of receipt of bids.
6. Please go through the CPPP site www.etenders.gov.in and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
7. This tender form along with single bid. Technical Bid & Financial Bid should be submitted in the Bid format only. The discount rates should be filled in the Price Bid format in Excel format BOQ and **to be submitted in 2nd cover**. Violation of this condition shall render the tender liable to rejection.

8. The Chemists must furnish their Bank Account Particulars as per the attached proforma (**Annexure-B**). The payment would be credited to the Bank Account of the Chemist through electronic mode within reasonable period of receipt of the certified Bills.
9. Each page of the tender document should be signed by the Tenderer/authorized signatory giving his/her name and designation with rubber stamp of the firm affixed on each page.
10. Individual in the signing the Bid and other documents must specify whether he/she signs as:
 - (i) A sole proprietor of the firm, or constituted attorney of such proprietor.
 - (ii) A partner of the firm, if it is a partnership firm and in this case he/she must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.
 - (iii) Constituted Attorney/Authorized Signatory, if it is a company. Photocopies of the relevant deeds e.g. Proprietorship/Partnership Deed duly attested by a Notary Public needs to be attached.
11. Without complete documents and tenders or not on the prescribed form shall not be entertained and will be rejected.
12. The last date and time of receipt of tenders is on or before **06.04.2022 by 03.00 p.m.** Tenders received after the due date and time shall not be considered. The tenderer will be responsible for timely submission of the tender documents, complete in all respects.
13. The Technical Bid shall be opened at **03.30 p.m. on 07.04.2022** by e-tender opening Committee.
14. The tenderer should read the terms & conditions and give their acceptance by signing every page with seal of the firm. Failure to fulfill any of the conditions shall render the tender liable for rejection.
- 15. The Bidder/Tenderer shop should be located maximum at 4-5 KM radius from CSIR-AMPRI, Bhopal.**
16. In case, it is found that any particular medicine has expired, or is substandard or spurious, or not as per prescription slip, the Chemist will be liable to be black-listed for a period of 03 (three) years for future participation in CSIR/AMPRI tenders. Besides this, legal action(s) as deemed fit, will be taken. In case of failure or refusal by local Chemist to supply the medicines to the pensioner as prescribed by CSIR-AMPRI Dispensary, the empanelment is liable to be cancelled at his risk and cost.
17. The chemist/pharmacy will have to serve notice at least one month in advance to Director, CSIR-AMPRI in case the firm wants to back out from the empanelment in between.
18. Empanelment would be made to highest discount quoting firm(s) for the supply of medicines provided the chemist fulfills other terms and conditions Director, CSIR-AMPRI reserves the right to empanel another bidder keeping in view the requirement of the organization. However, Director, CSIR-AMPRI does not pledge himself to accept the highest discount or any tender and reserves the right of rejecting the whole or any part of the tender.
19. The Director, CSIR-AMPRI reserves the right to enter into parallel empanelment simultaneously or at any time during the period of this empanelment, with one or more chemists.
20. The bidder should quote uniform discount in percentage terms on the Maximum Retail Price (MRP) (inclusive of all taxes) printed on the strip/ Bottle/unit packed. The quoted offer shall be on the MRP inclusive of all taxes and shall remain firm and fixed for the entire duration of the empanelment.
21. Substitute medicines and short supply of medicines will not be accepted unless permitted by the Medical Officers of CSIR-AMPRI Dispensary. Cut strips and loose medicines will be accepted only after showing batch number and expiry date.
22. The Chemists must have communication facilities such as Telephone/Mobile Phone, e-mail etc.
23. The supplied medicines should have its own shelf-life period as mentioned on the label of medicines. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply.
24. Family members of officers/officials working in CSIR/AMPRI cannot take part in this tender enquiry.
25. The tenderer will not be allowed to sub-empanelment. If this comes to notice, action will be taken which may amount to cancellation of empanelment awarded to the firm.

26. All the prescription slips and invoices along with pre-receipted and stamped consolidated Bills would be submitted in CSIR-AMPRI Dispensary for certification/verification on fortnightly basis. Medical Officer concerned will give a certificate that “the medicines supplied are as per prescriptions and bills may be processed for payment”. After certification/verification by the concerned Medical Officers of CSIR-AMPRI, the bills will be processed for payment by the office. The consolidated bills would be prepared by the Chemists for pensioners/their family members on fortnightly/monthly basis.

27. CODE OF INTEGRITY/CORRUPT OR FRAUDULENT PRACTICES

CSIR-AMPRI requires that the Bidders observe the highest standards of ethics and conduct during the tender process and afterwards during the execution of such empanelment. In pursuance of this policy, the terms and conditions are set forth as follows:

- a. “**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;
- b. “**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;
- c. “**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 Procuring Entity , that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- d. “**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;
- e. “**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
- f. “**Obstructive practice**”: materially impede the investigation by the Procuring Entity 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 rights of the Procuring Entity to audit or access to information;

If it is found that any vender/registered chemist/supplier is violating code of integrity than action will be taken as per rule and his/her empanelment may be terminated. The code of Integrity and conflict of Interest as per **Annexure-E** **paroforma** must be submitted with the bid documents.

28. Termination for Default

CSIR-AMPRI may, without prejudice to any other remedy for breach of empanelment, by written notice of default sent to the bidder, terminate the empanelment in whole or part:

- a. If the bidder fails to provide any or all of the services within the period(s) specified in the empanelment and/or not giving satisfactory services to the Institute.
- b. If the bidder fails to perform any other obligation(s) under the empanelment.

- c. If the bidder in the judgment of the CSIR-AMPRI has engaged in corrupt or fraudulent practices in competing for or in executing the empanelment including sub-empanelment.
- d. In case of failure or refusal on chemist's part to supply the medicines within the time as provided in the relevant clauses of this Tender document, the empanelment is liable to be terminated /cancelled at chemist's risk and cost. Any additional cost involved in arranging supply from alternative source will be recovered from the chemist.

29. Bid Security (Earnest Money Deposit) Or Bid Securing (Security) Declaration to be submitted along with Technical Bid

- a. The tenderer shall have to deposit /submit Bid security (Earnest Money) of **Rs.40,000/-** either through Banker's cheque or Demand Draft only in favour of "DIRECTOR,CSIR-AMPRI,BHOPAL" Payable at Bhopal or through online payment mode / Bank Guarantee as per detail given below failing which the tender is liable to be rejected out rightly. Scanned copy of the same to be uploaded with e-Bid and Original copy to be submitted before the date and time of opening of e-Bid.
- b. In the event of withdrawal/revocation or submission of false information/document of tender before the date specified for acceptance, the Earnest Money shall stand forfeited.
- c. The EMD deposited with earlier tenders will not be adjusted against this tender.
- d. Bids / Tenders without **Bid Security(E.M.D.) Or Bid Securing (Security) Declaration (Annexure-D)** shall not be considered and treated as rejected.
- e. CSIR-AMPRI, Bhopal will not pay any interest on Earnest Money Deposit, which would stand credited to the CSIR-AMPRI Account.
- f. EMD of unsuccessful tenderer (s) will be returned without any interest after the finalization of contract.
- g. EMD of successful tenderer will be returned without any interest after deposition of requisite Security Deposit after finalization of tender.
- h. The Details for online payment of Bid Security are as follow :
Director, CSIR-AMPRI, Bhopal
A/c No. 131610011004778
IFSC Code: UBIN0813168
Name of Bank: Union Bank of India
Branch: R R LAB BHOPAL
- i. Bid Security (EMD) is Exempted to firms registered with NSIC / as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department . Copy of Valid Certificate for the item tendered must be enclosed along with Bid Securing Declaration for availing EMD exemption.

30. Performance Security

- a. Director, CSIR-AMPRI, Bhopal may at his discretion call upon the successful bidders to deposit a sum as a security for the due performance of the agreement in all respects.
- b. In case selected performance security @ 3% of the Work award value in the form of FDR/DD/Cheque/Bank Guarantee issued by any Commercial Bank will have to be deposited in the prescribed format in favor of Director, CSIR-AMPRI, Bhopal within the stipulated period as and when informed as per **Annexure-G**.
- c. Performance security of the contractor will be forfeited, if the contractor withdraws or amends without prior consent or impairs or derogates from the tender in any respect within the period of validity of rate contract or if it comes to notice that information/ documents furnished are incorrect, false, misleading or forged without prejudice to other right of the purchaser.
- d. The performance security will also be forfeited without prejudice to other right of the purchaser if it fails to furnish the required performance with in the specified period (validity period).

- e. Performance Security deposit of successful tenderer will be returned without any interest on satisfactory performance and after the expiry of rate contract.
- f. Performance Security must remain valid for the contract period + 60 days. (i.e. for 12 months + 2 Months). In case of extension of contract the service provider has to submit the extension copy of Performance Security accordingly.

31. **Execution of Agreement**: After award of contract, the successful bidder has to execute an agreement with CSIR-AMPRI, Bhopal on Rs. 100/- stamp paper. The stamp paper will be provided by Chemist at his own cost.

32. Technical & Financial Bid requirement

A. Part 1 (Technical Bid)

- a. The chemist must hold valid licenses as on the date of submission of Bid in specified forms (Form 20, 20-B, 21, 21-B and 21-C) issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940. The successful Bidder will further ensure that their license remain valid on the date of bid opening and till the end of the empanelment period.
- b. The Chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.
- c. The tenderer must not have been black-listed/debarred/suspended/terminated by any organization during the last 01 (one) year. A declaration in this regard as per Annexure-C is to be attached.
- d. The bidder should have Goods and Services Tax Identification Number(GSTIN), Copy of GSTIN/provisionally issued GSTIN is to be attached.
- e. A copy of PAN allotted to the firm/owner.
- f. Bid Security Declaration as per Annexure-D
- g. Code of Integrity as per Annexure-E
- h. The details of Technical Bid must be submitted by firm on its latter head as per Annexure –A

B. Part 2 (Financial Bid)

- a. The interested firms have to quote the percentage of discount, they would offer on the MRP, which shall be the basis of deciding the successful bidder, subject to compliance of other terms & conditions of the tender.
- b. The acceptance of tender will be on the basis of maximum discount offered by the Chemist on MRP i.e. Maximum Retail Price which is printed on the packing/flaps/bottles. The Chemist will be paid on MRP minus discount and no Sales Tax, Octroi or any other levy/tax will be paid separately, which has to be borne by the Chemist. Tampering on the printed MRP of the manufacturer by the Chemist by use of stickers or any other means will not be accepted.
- c. Discount should be quoted in BOQ (attach with the tender) filled the BOQ as you quoted maximum discount in percentage, Discount should not be mentioned at any place other than in the Commercial Bid. If found so, the Bid shall stand rejected.

33. **Validity of Bids**

The quotations shall remain open for acceptance for 90 days from the date of opening of tenders. If required this office may ask for extension of validity of bid for a reasonable period. On failure to do so, bidder may have to forfeit the bid security (earnest money deposit).

34. **Acceptance of the Tender**

- a. Director, CSIR-AMPRI, Bhopal does not pledge himself to accept the highest discount offered by any bidder and reserves the right of accepting/rejecting the whole or any part of the tender without assigning any reason.

- b. Offer of Acceptance by the purchaser will be communicated by a letter after completion of formalities required for the formal acceptance of tender & will be forwarded to tenderer as soon as possible and the instruction contained in the communication should be acted upon immediately.
- c. The bidder, whose tender is accepted will then send Contract Form in the prescribed format (as per performa communicated by Director, CSIR-AMPRI, Bhopal on a notarized stamp of Rs.100/- conveying his agreement and acceptance of the terms and conditions as part of Memorandum of understanding(MOU). The acceptance of this letter by Director, CSIR-AMPRI, Bhopal will conclude the contract and will be enforceable in law.
- d. Letter of acceptance of highest discount shall be taken from all technically qualified bidders before the allocation of units by Director, CSIR-AMPRI, Bhopal. The decision of Director, CSIR-AMPRI, Bhopal in this regard shall be final and binding.
- e. The premises of the bidder can be inspected by a team of officers nominated by Director, CSIR-AMPRI, Bhopal for physical verification of a) location of shop b) Verification of Original Documents and c) availability of cold chain (refrigerator and power back up system etc.) at any time during the whole tendering process as well as during the whole period of contract. In case the team is not satisfied with the veracity of the claim of the bidder and if it is found that statutory requirements are not complied with, the contract may be cancelled even after the award also. The decision of Director, CSIR-AMPRI, Bhopal will be final in this regard.

35. Dispute Resolution

- a. 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 Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
- b. The award of the arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and/or directions, as may be required.
- c. Subject to the aforesaid provisions, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

36. JURISDICTION OF COURT

The courts at BHOPAL shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

37. In case of any attempt of cartelization by bidder(s) with a view to hike up the prices and or influence/pressurize the buyer in any manner with regard to preparation of Rate Contract or any other procedure related to procurement thereafter, bid(s) of said bidder(s) may be rejected and the bidder(s) may be blacklisted for a minimum period of Two years/any other action deemed fit by Competent authority may be taken.

38. The Bidder, if selected, will have to supply Drugs (Allopathic) directly to the pensioners as per the prescription given by Medical Officer, CSIR-AMPRI, Bhopal

39. No guarantee can be given as to the minimum quantity.

40. Price Offer :

- a. The quoted offer should include all taxes including GST , surcharge and other taxes as stipulated in the schedule and no packing and delivery charges will be given separately.
- b. The highest discount offered for Branded medicines on Maximum Retail Price (MRP)(inclusive of all taxes) and Generic medicine on Maximum Retail Price(MRP)(inclusive of all taxes) in the Bid by eligible bidders will become the CSIR-AMPRI discount for Branded medicine and Generic medicine & shall be intimated to all the technically approved tenderers by a letter of offer. This offer should be accepted by the tenderer to be able to qualify further in tender process.

- c. If the letter of acceptance is not received within the stipulated period the names of such tenderer would be excluded from the list of centers under consideration for empanelment.
 - d. Director, CSIR-AMPRI, Bhopal reserves the right to accept any discount other than the highest discount, in case the Competent Authority identifies an attempt of cartelization or monopolization by one or more tenderers. The same will apply in case the highest discount quoting firm and counter-offer accepting firms is/are found to be incapable of making satisfactory supplies (as deduced from annual turnover of the firm and the number of dispensaries and hospitals to be allotted).
41. Price bid of only those bidders who are found responsive in the technical bid will be opened.
 42. The acceptance of tender will normally be on the basis of maximum discount offered by the local Chemist on M.R.P. i.e. Maximum Retail Price which is printed on, the packing/flaps/ bottles. The Chemist will be paid on M.R.P minus discount and no GST/Other Tax, Octroi or any other levy/tax will be paid separately, which has to be borne by the Chemist. Tampering on the printed MRP of the manufacturer by the local chemist by use of stickers or any other means will not be accepted.
 43. Non submission of any desired information in e-Tender will make the bidder Non-Qualified for the said e- Tender.
 44. The Director, CSIR-AMPRI, Bhopal reserves the right to cancel the award/contract at any time during the currency of contract without assigning any reason thereof.
 45. Tenderer will have to furnish documents in support of the information given in the tender. Original documents shall be submitted for verification as and when required.
 46. The Director, CSIR-AMPRI, Bhopal reserves the right to reject any or all offers including the highest discount offer at any stage without assigning any reasons whatsoever.
 47. Director, CSIR-AMPRI, Bhopal or its authorized representative reserves the right to decide which Local chemists shall normally serve the CSIR-AMPRI Dispensary. Without prejudice to this, any emergency purchase can be preferred from any of the Local Chemist by the pensioners. The decision of Director, CSIR-AMPRI, Bhopal shall be final and binding on all Empanelled Chemists.
 48. Not following all the terms & conditions of e-Tender Enquiry, furnishing wrong information and false documents will make the tenderer ineligible and liable to be debarred / blacklisted from participation in future CSIR-AMPRI, Bhopal Contracts for **two** years along with forfeiting the earnest money/Performance Security in addition to legal action as deemed fit.
 49. Appointed chemist shall attend the meeting with Competent Authority of CSIR-AMPRI as and when called for.
 50. Insolvency and Breach of Contract:
 - a. The Director, CSIR-AMPRI, Bhopal may at any time by notice in writing summarily terminate the contract without Compensation to the contractor in any of the following contingencies, that is to say:-
 - b. if the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency Act for the time being in force or shall make any conveyance or assignment of this effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under Partnership Act, or
 - c. If the contractor being a company shall pass a resolution or the courts shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager, or
 - d. If the contractor commits any breach of this contract not herein specifically provided for in the tender document. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure incurred thereby but shall not be entitled to any gain on repurchased.

51. It is the sole responsibility of the tenderer to submit the tender Online. All documents as listed above should be clear & legible, duly attested with Sign & Seal, properly indexed & serially page numbered. All documents should be duly signed digitally for online submission by the authorized signatory. Copies to be uploaded and submitted online should be in proper resolution.
52. It may be noted that, no correspondence shall be entertained till the tender is finalized. However the bidder has to provide necessary information if called upon at any stage.
53. Force Majeure: If at any time during the applicability of Rate Contract the bidder fails to discharge its Obligation due to force majeure(natural disaster or act of God etc.) he will promptly notify the Director,CSIR-AMPRI,Bhopal or its representative about the happening of such an event. The Director,CSIR-AMPRI,Bhopal or its representative is solely entitled to terminate the order/contract in respect of such performance of the bidder(s) obligations if he so desires. The obligations under the contract on behalf of bidder for the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
54. Tenderer will be liable for cancellation of the contract for any misleading information found at any time during the currency of the contract.
55. It may be noted that If the above instructions are not adhered to by the tenderer, the quotation may summarily be rejected.
56. Conditional Bids / tenders shall not be accepted.

57. How to apply

Chemists/Pharmacies meeting the above mentioned terms and conditions can submit the bids document by visiting CPP portal <https://entenders.gov.in/eprocure/app>.

The financial bids of only those chemists/pharmacies who pre-qualify in the technical bid will be opened on stipulated date and time.

If any information furnished by the agency is found to be incorrect at any stage during the empanelled period, it will liable to be debarred from.

The Director, CSIR-AMPRI, Bhopal reserves the right to accept or reject any or all tenders in full or part thereof and to annul the tendering process without assigning any reason whatsoever and his decision on all matters in this regard shall be final & binding.

Administrative Officer

**ADVANCED MATERIALS & PROCESSES RESEARCH INSTITUTE, BHOPAL
(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)**

TECHNICAL BID

**Empanelment of Chemists for supply of medicines on credit basis to CSIR-AMPRI Pensioners
and their dependent family members**

{NIT No:AMPRI/GEN/MED/2022}

S.No.	Particulars	Details
1.	Name & Address of the Chemist	
	Telephone No.	
	Mobile No.	
	Email ID	
2.	Constitution(Company/Partnership/Proprietorship)	
3.	Whether Manufacturer/Authorised Distributor/Dealer/Agency	
4.	Details of Registration (attach proof)	
	Registering Authority	
	Registration No. & Date	
5.	Drug License No., Date and validity of Drug License for Allopathic Medicines (Self attested copies of relevant documents to be enclosed)	
6.	Sales Tax No. (if applicable)	
7.	GST/VAT/TIN Registration, as applicable (Self attested copy of GST/VAT/TIN No. Certificate to be enclosed)	
8.	Permanent Account Number (PAN) (Copy of PAN Card to be enclosed)	
9.	Whether the Billing System is computerized? (Yes/No)	
10.	Whether the firm has been convicted by the State Drugs Authorities and if any case is pending under the Drugs and Cosmetics Act and Rules?	

	(Yes/No) and Whether the firm is blacklisted/ debarred/suspended/terminated by any Government Department/ Undertaking during the last one year?(Yes/No) A declaration to this effect must be enclosed as per Annexure-C .	
11.	Whether the Chemist is willing to supply medicines to AMPRI Dispensary immediately based on the prescription slip issued by Medical Officers of CSIR-AMPRI in AMPRI Dispensary and has all the facilities required to cater to a large customer base like AMPRI and other hospitals. Yes/No	
13.	Bank Account Details	Please provide details as per the attached proforma (Annexure-B)

I have gone through terms & conditions of NIT carefully and accept the same and provide all the information/documents as mentioned above. Copy of NIT duly signed at each page is enclosed.

Name of the Authorized Signatory :

Seal of the Chemist : Date

:

Signature & Seal of
Authorized Signatory/Chemist

**ADVANCED MATERIALS & PROCESSES RESEARCH INSTITUTE, BHOPAL
(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)**

{ NIT No: AMPRI/GEN/MED/2022 }

Proforma for Bank Account Particulars for e-Payment

Sr. No.	Particulars	Details
1.	Name & Address of the Chemist	
2.	Name of the Beneficiary Account	
3.	Account No.	
4.	Nature of Account Saving/Current	
5.	Name & Address of the Bank	
	Telephone No./Mobile No.	
	Email ID	
6.	IFSC Code(copy of cancelled cheque is to be attached)	
7.	MICR Code	
8.	Branch Code	
	We declare that the information provided above is true and correct.	

Date :///...../2022

Signature:
Name: (Seal of the Vendor)

Verification:

Certified that the bank account particulars/details as given above are correct as per Bank record.

Signature of Branch Manager with
seal of the Bank

DECLARATION
(On company's letter head/pad)

{NIT No. AMPRI/GEN/MED/2022}

I/We, _____ (name) the sole proprietor/partner of
M/s. _____ (company name)
do hereby solemnly affirm and declare as under :

1. That my/our firm has never been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and Rules.
2. That my/our firm is not black-listed / debarred / suspended / terminated by any organization during the last 01 (one) year.

Date: //...../...../2022
Place: _____

Signature & Seal of
Authorized Signatory/Chemist

Bid-Securing (Security) Declaration Form

Date: _____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity (Minimum 90 days) specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders

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

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

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

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

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

Corporate Seal (where appropriate)

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

BID SECURITY FORM
(Format for Bank Guarantee for E.M.D.)

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

KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser")

In the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS OF THIS OBLIGATION ARE:

1. If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.

Or

2. If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - A. If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - B Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

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

(Signature of the authorized officer of the Bank)
Name and designation of the officer Seal,
Name & Address of the Issuing Branch of the Bank

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

Annexure–E

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,
Director,
CSIR-AMPRI,
Bhopal.
(Name & address of the Purchaser)

Sir,

With reference to your Tender No. **AMPRI/GEN/MED/2022** dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para Tender document and have no conflict of interest.

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

- a.
- b.
- c.

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

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Code of Integrity (T&C for Annexure–E)

1. The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.
2. **Code of integrity for Public Procurement:** The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
 - A. **“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;
 - B. **“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;
 - C. **“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;
 - D. **“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;
 - E. **“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

F. **“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;

3. **Obligations for Proactive disclosures**

A. The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

B. The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;

C. To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

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

A. **If his bids are under consideration in any procurement:**

- i. Forfeiture or encashment of bid security;
- ii. Calling off of any pre-contract negotiations; and
- iii. Rejection and exclusion of the bidder from the procurement process.

B. **If a contract has already been awarded**

- I. Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
- II. Forfeiture or encashment of any other security or bond relating to the procurement;
- III. Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

C. **Provisions in addition to above:**

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

Annexure–F

Undertaking

I undertake that the above information is true to the best of my knowledge. If the above declaration is found to be false at any stage during the bidding process or during the period of empanelment, CSIR-AMPRI is free to take any action against my/our firm including termination/black-listing besides legal action.

Date://...../...../2022

Place: _____

Signature & Seal of
Authorized Signatory/Chemist

Note:

- 1) Submission of the bid shall be presumed that bidder has read and understood all terms and conditions of the Tender , the same are acceptable.
- 2) Bidder must submit Annexure from A to F with Technical Bid.

PERFORMANCE SECURITY
(To be submitted by successful bidder, do not submit with bid)
FORM MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,
Director ,
CSIR-AMPRI,
Bhopal - 462026

WHEREAS
(name and address of the supplier) (hereinafter called “the supplier”)
has undertaken, in pursuance of contract No. datedto
supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid until the day of, 02.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

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

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