



**CHHATTISGARH STATE POWER HOLDING COMPANY LIMITED**

(A GOVT OF C.G. UNDERTAKING)

CIN No. U65993CT2008SGC020995

O/o. Addl. General Manager (HR), Chhattisgarh State Power Holding Company Limited

Tender Specification No. 01-02/Med/TS-124/.....

Dated .....

**Supply of Ethical Branded medicines for day to day requirement of  
CSPHCL Dispensary Dangania, Raipur for the year 2021-22  
through local purchase procedure**

ISSUED

To,

M/s. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sold against DD No. \_\_\_\_\_ dated \_\_\_\_\_ for

₹ 560.00 (Rs. Five Hundred Sixty) only drawn on .....  
(In case of purchase from office)

₹ 590.00 (Rs. Five Hundred Ninety)  
(In case downloaded from website)

**Addl. General Manager (HR)  
CSPHCL, RAIPUR**

COST OF EMD - ₹ 20,000/-

Due date of Submission – 09.04.2021 upto 15.00 Hrs

**SAVE ELECTRICITY FOR SELF AND NATION**

**NOTE- TENDER SHOULD BE SUBMITTED IN THIS FORM ONLY DULY SIGNED ON  
EACH PAGE.**

## INSTRUCTIONS TO BIDDER

1. **PQR** - The tender documents will be accepted only from those bidders who possess the following pre-qualification requirements:-

S. N.	PQR for the year 2021-22
1.	Gumasta license issued by the competent authority of Govt. of C.G. is added for this year in required documents.
2.	The average annual turnover of the firm must be minimum Rs. 30.00 lakh in last three financial years i.e. 2017-18, 2018-19 & 2019-20.
3.	Bidder should have valid Drug license indicating validity period.
4.	Documentary evidence toward complete & satisfactory execution of any similar orders of Govt, Department/ Public Undertaking/ Reputed Private Hospital/Dispensary during past three financial years i.e. 2017-18, 2018-19 & 2019-20 with minimum order value of 16 Lakhs or two orders of 12 Lakhs each or three orders of 8 Lakhs each.
5.	Bidder must have their own retail medical shop at easily approachable place in the municipal area/Nagar Nigam area of Raipur.

If any deviation is found in above criteria, Tender of the bidder shall be liable for rejection without assigning any reason.

2. The detailed tender specification & tender documents can be obtained from the office of the undersigned till one day before the due date of submission, i.e. 09.04.2021 on payment of tender fee as mentioned above plus Rs.100/- extra (Non-refundable) per document if required by Post in the form of MICR DD made in favour of **C.S.P. Holding Co. Ltd.**, Raipur, payable at Raipur (C.G.). The Company reserves the right to reject any or all tenders or to accept any tender in full or in part as considered advantageous to the Company whether it is lowest or not, without assigning any reason whatsoever. The tender form can also be downloaded from the website of the company <https://cspc.co.in/cspc/> in this case, the cost of tender form i.e. ` 590/- is to be deposited in a separate envelope clearly super scribing "cost of tender form". In absence of cost of tender form the offer will not be considered
3. Company shall not be responsible for any delay in postal delivery.
4. Tenders completed in all respect should reach this office on or before the due date i.e. 09.04.2021, latest by 15.00 hrs. The tenders will be opened at 16.00 Hrs. on the same day in presence of Tenderer's representatives.
5. In case the due date of opening is declared Holiday by Company then the tender shall be opened on next working day.
6. It is obligatory for tenderer to purchase the tender documents/specification otherwise offer from them will not be accepted/opened.
7. E-mail/FAX/Telegraphic tender offers will not be accepted. Tenderer may be present or may depute their authorized representative at the time of opening of tender.
8. Issuing of tender documents to firm does not make them qualify to award the contract.

**SAVE ELECTRICITY FOR SELF AND NATION**

## SCHEDULE-I

### GENERAL CONDITIONS OF THE CONTRACT

1. Sealed tenders are invited for supply of Ethical Branded medicines for day to day requirement of CSPHCL Dispensary Dangania from the suppliers having retail medical shop at Raipur and registration with C.G. Govt. and having successfully supplied medicines in **Govt. Department/Public Undertaking/Reputed private hospital/Dispensary** in past three years and fulfilling eligibility criteria as mentioned in tender.

Estimated value of the tender	- ` 20.00 lacs
Earnest money to be deposited with the tender	- ` 20,000/-
Period of contract	- 12 months
Security Deposit	- 10% of the total contract value
Date of opening	- 09.04.2021 at 16.00 hrs.

2. Basic qualification of Bidder – The bidding is open to any supplier who posses & submit the following documents:-

S. No.	PQR for the year 2021-22	Documents required
1.	Gumasta license issued by the competent authority of Govt. of C.G. is added for this year in required documents.	Copy of certificate issued by the authority of Govt. of CG for shop establishment or Gumasta issued by the competent authority Govt. of CG or copy of registration issued by Registrar of firms, Govt. of CG in case of partnership firm
2.	The average annual turnover of the firm must be minimum Rs. 30.00 lakh in last three financial years i.e. 2017-18, 2018-19 & 2019-20.	Audited Balance sheet of the firm and certificate of Chartered Accountant
3.	Bidder should have valid Drug license indicating validity period.	Copy of the license issued by licensing authority, Food and drug administration under rule 61 (2).
4.	Documentary evidence toward complete & satisfactory execution of any similar orders of Govt, Department/ Public Undertaking/ Reputed Private Hospital/ Dispensary during past three financial year's i.e. 2017-18, 2018-19 & 2019-20 with minimum order value of 16 Lakhs or two orders of 12 Lakhs each or three orders of 8 Lakhs each.	Copy of the purchase order issued by Govt. Department/ Public Undertaking/ Reputed Private Hospital. The certificate issued by the order placing authority for satisfactory execution of order should also be enclosed.
5.	Bidder must have their own retail medical shop at easily approachable place in the municipal area/ Nagar Nigam area of Raipur.	Copy of certificate issued by the authority of Govt. of CG/Nagar Palika Nigam for shop establishment

In case of any deviation in above criteria, the application of the bidder may be rejected without assigning any reason.

### 3. Submission of bid:-

- i) The tender shall be submitted in three (3) parts.
  - a) The Part-I shall contain details of earnest money deposit.
  - b) Part-II shall contain commercial bid and
  - c) Part-III shall contain the price bid.
- ii) **All the three parts shall be submitted in 3 separate sealed envelope with each envelop properly superscripted as Part-I: earnest money deposit, Part-II: commercial bid (i.e. Schedule-I, II & III) and Part-III: price bid (i.e. Schedule-IV).**

4. Each envelope shall be superscripted with the name of store for which the tender is submitted i.e. the name of tender and the date of opening as advertised. The three envelop duly sealed are to be kept again in one envelop and sealed. **This envelop should be properly superscripted stating that this envelop contains three separate envelopes for "Part-I, Earnest Money Deposit, Part-II- Commercial Bid (i.e. Schedule-I, II & III) and Part-III-Price Bid (i.e. Schedule IV) : Details of earnest money deposit and due date of opening should also be superscripted on the common envelope.** In case of any irregularities found during opening of main envelop, the offer is liable to be rejected. The complete bid as cited above shall be submitted by the tenderer latest by the closing time and date as notified. If the tender form is downloaded from the website of the company <https://cspc.co.in/cspc/> in that case, the firm has to deposit Cost of tender document for ` 590/- in the form of DD/Banker's Cheque drawn in favour of CSPHCL, Raipur. This cost of tender form shall be enclosed in a separate envelope clearly superscripted "cost of tender" in absence which the tender submitted by the firm will not be opened.

- i) All pages of the tender papers shall be initialed at the lower right hand corner with ink only and signed where required by the tenderer or any persons holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of tender.
- ii) The Tender shall contain the name, Residence and place of business of person/persons submitting the Tender. **All signatures shall be dated.**
- iii) In the event of the Tender being submitted by a firm, it must be signed by such partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of Attorney authorizing him to do so, certified copies of the same are to be enclosed.

5. **Opening of EMD and Commercial Bid:-** The first envelope of Earnest Money Deposit shall be opened on the due date/time. The requisite EMD shall be verified. Thereafter the second part i.e. the Commercial bid shall be opened on the same date, in case EMD is found to be in order.

- 6. Process of Evaluation of Commercial Bid and Opening of Price Bid:-** After opening the first two part, the deviation, if any, proposed by tenderer in regard to the Commercial Bid as prescribed in the tender documents, at a later date shall be discussed and clarification shall be submitted by the tenderer within the time stipulated. In case clarification is not submitted by the tenderer within the time specified by the Tendering Authority, the Tendering Authority reserves the right to refuse to open the Price-Bid. The tenderer shall, therefore, have to ensure that their tenders are in conformity with the specification. The date of opening of "Part-III Price-Bid" shall be notified to the bidders whose bids are found to be commercially acceptable. In case there is no deviation proposed by bidder in commercial bid, than the price bid will be opened on the date prescribed in the tender document. Decision of Tendering Authority in this respect shall be final.
- 7. Acceptance of Tender:-** The Company may reject any or all tenders or to accept any tender considering its advantage to the Company, where it is the lowest offer or not.
- 8. Authorization/Local Representative:-** Only authorized representative, possessing necessary authority letter from the tenderer shall be allowed to participate in the tender opening.
- 9. Language of Bid –** All tender should be filled in English only.
- 10. Alternative Bid:-** Bid should be submitted as per intent of tender documents, as delineative offers are liable to be rejected.
- 11. Mistakes in Bids:** Rates should be quoted in figures and words. Any variation in rates will not be allowed on any ground such as mistakes, over writing misunderstanding, etc. In case of divergences between rates in figure and words, it will be considered to read the rates most favorable to Power Company. Such offers may also be rejected.
- 12. Alteration – Corrections in Bids:-** No alteration in the tender document will be permitted. If corrections be needed, while filling the tender, the same shall be made by the tenderer with his dated signature.
- 13. Incomplete Bids:-** Tender which is incomplete, unsigned, obscure or irregular, is liable for rejection.
- 14. Acceptance of Part/Whole Bids- Rights thereof:-** Tendering Authority reserves the right to accept/reject wholly or partly any or all tenders without assigning any reason whatsoever. No correspondence in this respect shall be entertained by the Tendering Authority.
- 15. Ambiguities in Conditions of Bids:-** In case of ambiguous or self contradictory terms/conditions mentioned in the tender, interpretation as may be advantageous to the Tendering Authority may be taken without any reference to the tenderer.

16. **A) Earnest Money – Essential:-** No tenders shall be accepted without prior deposit of Earnest Money Deposit (EMD) in the proper form.
- B) Return of Earnest Money, to unsuccessful Bidders:-** The EMD shall be returned to the unsuccessful tenderer, as soon as possible, after the tender has been decided. No interest shall be paid on EMD amounts.
- C) Return of Earnest Money to successful Bidder:-** The EMD of bidders on whom the order has been placed, shall be returned on acceptance of security deposit. No interest shall be paid on EMD amount.
17. **Income Tax return filed with I.T. Department:-** A tender will not be considered unless accompanied by an Income Tax return in the form prescribed for the purpose by the Govt. Departments for last three Assessment Years i.e., 2018-19, 2019-20 & 2020-21.
18. **Date and time of Opening of Bids:-** Tender shall be opened on the due date and time as notified, in presence of the tenderer/their authorized representatives. If the due date of opening/submission of their tender documents is declared a holiday by the Government or Local Administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given. The tender opening shall be continued on subsequent days in case the opening of all tenders is not completed on the day of opening.

It may please be noted that the due date/time of opening can be altered, extended, if desired by the Tendering Authority, without assigning any reason there. However, due intimation shall be given in such a case.

**19. SECURITY DEPOSIT:**

- (a) On receipt of the order, Security Deposit equivalent to 10% of order value shall be furnished by the supplier within 30 days as a first priority for satisfactory execution of the order in following forms:-
- (i) Demand Draft/Banker's cheque in favour of C.S. Power Holding Co. Ltd., Raipur.
- (ii) In the form of Bank guarantee which shall be suitably kept valid to cover order completion period. Proforma of B.G. shall be enclosed along with a sheet of instructions in this regard. If S.D. is not received within 30 days, it will be presumed that firm is not interested to execute the order. EMD submitted by the tenderer shall be forfeited.
- (b) The Company shall forfeit the Security Deposit in the event of non-execution/ part execution of the orders besides invoking the Penalty Clauses.
- (c) The Security Deposit shall be returned to the successful tenderer only after due and faithful execution of the order as per terms and conditions, provided there are no claims outstanding to be recovered against the tenderer.
- (d) No interest shall be paid by the Company on Security Deposit furnished by the suppliers.

**20. Details of Enclosures:-** The Bidders are instructed to submit the enclosures in each envelope strictly as below:-

**a. EMD (1<sup>st</sup> envelope):-**

- i. D.D. for deposit of Earnest Money as notified in Tender

**b. Commercial Bid (2<sup>nd</sup> envelope)**

- i. Drug license indicating validity period which should be valid at the time of submission of tender. However, it is the responsibility of the tenderer to keep it valid till completion of the order.
- ii. Schedule-I, II & III General, Special terms and conditions & Pre-Contract Integrity Pact (Part of "TECHNO-COMMERCIAL BID") duly signed with date.
- iii. The annual turnover must be above ` 30.00 lacs in last three financial years i.e., 2017-18, 2018-19 & 2019-20 which shall be supported by certificate from registered C.A.
- iv. Documentary evidence toward satisfactory execution of orders of **Govt. Department/public Undertaking/reputed private hospital /dispensary** in past three financial year's i.e. 2017-18, 2018-19 & 2019-20.
- v. Income Tax clearance certificate/Income tax return filed/Form-16 for last three years i.e. Assessment Year, 2018-19, 2019-20 & 2020-21.

**C. Price Bid (3<sup>rd</sup> envelop):-** Only Price Bid as per proforma enclosed in tender specification, shall have to be submitted.

**Addl. GENERAL MANAGER (HR)**

**Note:-** Before filing/submitting the tender document please read the para no. 1,2,3,6 & 20 carefully and submit the document accordingly. Also write the correct tender specification No., bidder name, Shop name on each envelop and each document should be signed by bidder. All signatures shall be dated.

## SCHEDULE-II

### SPECIAL TERMS AND CONDITONS OF CONTRACT

1. **Submission of tender:** Sealed tender is invited for supply of Ethical Branded medicines for Dispensary of CS Power Company, Dangania, Raipur as per various terms and conditions of tender, from the suppliers, must reach to the O/o Addl. G.M. (HR), CSPHCL, Raipur by the specified time and date as mentioned in the Tender. Tender received late or delayed on any account will not be considered.
2. **Earnest Money:-** The tenderer shall deposit the Earnest Money amounting to ` 20,000/- ( Twenty Thousand only). The Earnest Money can be deposited in form of Bank Demand Draft/Banker's cheque drawn in favour of **C.S. Power Holding Co. Ltd., Raipur.**
3. **Period of Contract:** The period of contract shall be one year from the date of acceptance/commencement of supply of medicines. However, tendering Authority reserves the right to place an extension order for any additional quantity within 3 months from the date of completion of order on the same terms and conditions for further period of three months.
4. **Terms of offer:** The bidder shall be required to supply the ethical branded medicines which have indented as per requirement by the consignee on day to day basis. The offer shall be for the percentage of discount on the manufacturer's notified Maximum Retail Price (MRP) of the respective manufacturer. The percentage of discount quoted shall be inclusive of GST & other taxes etc. The Company shall not pay any additional amount toward taxes, duties and other charges, D/C/B-2 form shall not be issued by Company. The total annual value for supply of medicine during the period of contract shall be approximately ` 20.00 lakhs after availing discount. The tenderer shall be required to supply the quantity as may be ordered /indented by the consignee during the period of contract.
5. **Price:-** The bidder shall quote discount on MRP. The price of the supply shall be on the basis of manufacturer's notified MRP, printed on packing of respective Ethical Branded Medicines, including GST & other taxes, **minus offered discount** and shall be from the date of acceptance/commencement of medicine supply upto completion period of the contract. The Company shall not pay any Taxes/ Duties.
6. **Specification:** - The supply is to be made strictly as indicated in the indents with reference to the brand, strength, specifications and quantity. The supplies shall be strictly complied with the stipulation of the Drugs Act, 1940 and rules made there under and amended from time to time. However the successful bidders have binding to keep the validity of the Drug License throughout the contract period.
7. **Packing:-** Supplies are to be made in original packing of manufacturers.



8. **Life Period:-** Life of the medicines must remain at least 6 (six) months or more at the date of supply of medicine.
9. **Loose supply:-** Loose supply are to be made only when the difference between the quantity actually indented and quantity contained to the nearest original packing exceed the limit of 10% of the indent.
10. **Intimation of Indents for supply:-** Indents on the basis of which the supplies are to be made, shall be conveyed in writing by the consignee i.e. I/c Addl. CMO, Dangania, Raipur. Supplier or their authorize representative shall collect the indent daily in the evening at the specified time fixed by the consignee.

In the event of non-availability of any indented medicine in the market, the substitute medicine may be procured only in consultation with the indent placing doctor. Substitute medicines Suo-moto supplied by the supplier shall not be accepted.

11. **Delivery of material:-** The supplier shall supply only Ethical branded medicines within 24 hours of receipt of indent from the consignee on day to day basis i.e. the indent shall be placed daily and the firm has to authorize their representative to collect the indent at the specified time fixed by the consignee from Dangania Dispensary, Raipur and have to supply all the indented medicines within 24 hrs. During the holidays, if medicines are required in emergency, the supplier is bound to make all those emergency medicines available to the consignee. NO GENERIC MEDICINES/MEDICINE OF GENERIC GROUP / BRANDED GENERIC/NON PROMOTIONAL BRANDED MEDICINE WILL BE ACCEPTED. In case the supplier does not supply the indented medicines within stipulated 24 hrs time, consignee may procure these not supplied/partly supplied branded medicines from the open market. The expenditure incurred shall be adjusted from the running bills of the supplier. Any taxes/duties claimed in such bills shall also be deducted in full amount from the running bill of the supplier.
12. **Consignee –** The Addl. CMO, CSPHCL, Dangania, Raipur will be the consignee of the Contract.
13. **Quality of medicines-** The supplier must supply original medicines of respective manufacturers as per the indent. However Company shall be empowered to get verified the quality of the any of medicine from any lot of supply from any recognized Govt. Lab. The Company as per its discretion shall be empowered to take necessary action against negative report.
14. **Identification of medicine-** The supplier shall submit Original Price List/ Original Product List/ Therapeutic Index if required for the purpose of identification of supplied Ethical Branded medicines.
15. **Cancellation of order:-** The prompt and timely supply of required Ethical branded medicine in specified quantity & quality according to the tender shall be deemed to be essence of the contract. Further, in case of complaint or unsatisfactory services or undue delay in supply of the required quantity of Ethical Branded medicine indented or stoppage of supply, the contract shall be liable to be terminated or suitable action will be taken as per discretion of the Company.

- 16. Validity:-** The tenders should be valid positively for acceptance upto four months from the date of opening of the 1<sup>st</sup> and the 2<sup>nd</sup> part i.e. EMD and commercial bid otherwise they are liable to be rejected. If necessary, the validity of the offer will have to be extended for a further period as may be required by the Tending Authority through re-validation. No change in the offered discount or any terms shall be allowed during the initial validity period.

In case, the Bidder withdraws his offer during the validity period the EMD amount shall be forfeited.

- 17. Extension order:-** Extension may be given on the performance basis of the supplier/suppliers on the following terms and conditions :

- 1) Extension Order may be placed, limited to maximum 50 percent of original value during contract period.
- 2) The rates to be offered against the extension order shall be the rates applicable against the main order or the rates, which have now become available against fresh tender, whichever is lower. Thus following price reduction clause shall prevail.

**In case of fresh tender is issued for the same item before completion of supply against extension order and lower rates are received in the fresh tender. The lower rates received in the fresh tender shall be applicable to the quantity of extension order balance to be supplied also.**

- 18. Submission of Bills:-** The payment against respective supply shall be made on the basis of manufacturer notified maximum retail price (MRP) printed on the packing of the respective Ethical Branded medicines or on the basis of original price list of the pharmaceutical companies if required, after availing offered discount by the supplier.

The supplier shall compile all the bills of the medicines indented during the whole month in quadruplicate & submit it to the office of consignee along with a certificate that the supplied medicines belong to the category of Ethical Branded Medicines only and are strictly as per the indent.

Payment of the bills submitted by supplier, complete in all respect, will be made within 30 days from the date of submission of bills. However, no claim shall be considered toward interest against delay in payment or for any other reason whatsoever.

However, even in case of delay in payment on account of administrative reasons or otherwise, the supplier shall continue the supply of requisitioned quantity of medicines and other materials uninterruptedly as these are needed for public health, failing which the contract shall be liable to be terminated and S.D. shall be forfeited.

- 19. Penalty:-** In the event of partial/non supply of the medicines by the supplier, the Company shall procure such medicines from other sources at the risk and cost of the supplier i.e. offered discount along with taxes and duties shall be deducted from their bills against the partially/not supplied medicines.
- 20. Jurisdictions:-** Any dispute or difference, arising under out of or in connection with this tender/contract shall be subject to exclusive jurisdiction of competent court at Raipur only.
- 21. Shop-Inspection:-** Tenderer must have his own retail medical shop within the Municipal/Nagar Nigam area of Raipur on the date of notification of this tender for the availability of medicines during the emergency hours. **The inspection of shop of all the tenderers shall be conducted before opening the price bid by a team consisting of AGM (HR) and Addl. Chief Medical officer, Dangania Dispensary Raipur.** The tenderer must continue to have his own retail medical shop throughout the period of contract.

**Addl. GENERAL MANAGER (HR)**

## **SCHEDULE-III**

### **Pre-Contract Integrity Pact** (Part of "TECHNO-COMMERCIAL BID")

#### **1. GENERAL:-**

- a. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ..... day of the month ..... 2021, between, the Government of Chhattisgarh acting through Addl. GM (HR), CSPHCL (Designation of the officer, Department), Government of Chhattisgarh (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores / Equipment / Work / Service) and M/s ..... represented by Shri ..... Chief Executive Officer (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.
- b. WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

#### **2. OBJECTIVES:-**

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

- 2.1 Enabling the BUYER to obtain the desired Stores / Equipment / Work / Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

#### **3. COMMITMENTS OF THE BUYER:-**

The BUYER commits itself to the following:-

- 3.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2 The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
- 3.3 All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### **4. COMMITMENTS OF BIDDERS:-**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- i. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- ii. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- iii. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- iv. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- v. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- vi. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- vii. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- viii. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- ix. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

#### **5. PREVIOUS TRANSGRESSION:-**

- a. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.
- b. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **6. EARNEST MONEY / SECURITY DEPOSIT**

- 6.1 Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- i. Bank Draft or a Pay Order in favour of CSPHCL, Raipur.
  - ii. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum of the ..... (BUYER) ..... on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - iii. Any other mode or through any other instrument (to be specified in the RFP).
- 6.2 The Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.
- 6.3 In the case of selected BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

## **7. SANCTIONS FOR VIOLATIONS:-**

- 7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - ii. To forfeit fully or partially the Earnest Money Deposit (in precontract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - iv. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER'S firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- xi. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.



## **8. FALL CLAUSE:-**

The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **9. INDEPENDENT MONITORS:-**

- 9.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 9.6 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **10. FACILITATION OF INVESTIGATION:-**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

## **11. LAW AND PLACE OF JURISDICTION:-**

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

## **12. OTHER LEGAL ACTIONS:-**

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

**13. VALIDITY:-**

13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at ..... on .....

BUYER

BIDDER

Name of the Officer/AGM (HR), CSPHCL

## SCHEDULE-IV

### PRICE BID

#### **TENDER FOR SUPPLY OF BRANDED MEDICINES FOR DAY TO DAY REQUIREMENT OF DANGANIA DISPENSARY OF CSPHCL, RAIPUR**

Supply of Ethical Branded Medicines against Tender Specification No. 01-02/Med/TS-124

<b>S. No.</b>	<b>Particulars</b>	<b>Estimated Amount</b>	<b>Discount on MRP</b>
1.	Supply of Ethical Branded medicines for day to day requirement of Dangania Dispensary for the year 2021-22.	20.00 lacs	.....% In words..... ..... (percent)

**Note:-The above offered discount is inclusive of GST and other taxes on MRP of Branded medicines**

The undersigned undertake to observe and abide by the terms & conditions at the tender specification enclosed herewith.

I/We have carefully read and understand the instructions notified in tender document. Now I/We hereby offer to supply Ethical Branded Medicines required for C.S. Power Companies as per the conditions stipulated in tender specification No.01-02/Med/TS-124.

Place :-

Date :-

**Yours faithfully**

**SEAL & SIGNATURE OF TENDERER**  
**Full Name and Address of Tenderer**

**Phone/Mobile No.**

**Fax No.**

**DECLARATION**  
**(Affidavit before Notary)**

I/we M/s ..... hereby declare that I/we have not been Derecognized/Black Listed/Debarred by any State Govt./Govt. of India/Union Territory/Govt. Organizations, PSU's and Undertakings/Govt. Health Institutions for supply of non-standard quality drugs or medicines or medical consumables or for part supply /non-supply or for fraud/Cheating.

In case, during the tender process or thereafter it is found that I/we have been Derecognized/Black Listed/Debarred by any State Govt./Govt. of India/Union Territory/Govt. Organizations, PSU's and Undertakings/Govt. Health Institutions for supply of non-standard quality drugs or medicines or medical consumables or for part supply/non-supply or for fraud/Cheating, our offer shall not be considered. In such case, the power company will be at liberty to forfeit the Earnest money or Security deposit furnished by us

**Signature of the bidder**

**Date**

**Name & Address of Firm**

Affidavit before Notary