

**REQUEST FOR PROPOSAL FOR
ANNUAL RATE CONTRACT FOR SUPPLY OF MEDICINES
AND CONSUMABLE ON NEED BASIS AT ITI HOSPITAL, ITI
LIMITED, DOORAVANI NAGAR, BANGALORE**



**DGM-IMM,
ITI Limited, Bengaluru Plant
Dooravaninagar, Bengaluru,
Karnataka-560016
Website: itilttd.co.in
Email Id: imm_bgp@itilttd.co.in**

1. **BID DETAILS**

Sl. No.	Information	Details
1	Tender Name	Empanelment of Local Chemist for Supply of Medicines on need Basis at ITI Hospital, Dooravaninagar, Bangalore-16
2	Work description/Nature of the work	Supply of medicines on need basis (Day to Day) at ITI Hospital.
3	Opening of Financial Bid	The Financial Bid will be opened only for those bidders who are qualified in the technical evaluation
4	Total Tender Value	65,00,000/-
5	Earnest Money Deposit	Rs.1,30,000 /- in the form of DD/Bankers Cheque /BG
6	Bid Validity	180 Days
7	Validity of the contract	One Year
8	Payment Term	60 Days Credit.
9	Registration Process	Bidders to sign up in GeM portal as Seller/ Service Provider Registration: https://mkp.gem.gov.in/registration/signup#!/seller Seller Registration required Documents: https://gem.gov.in/training/training_module
10	Mode of submission	The Technical & Financial Bid shall be uploaded on https://gem.gov.in (online platform). Contact for support helpdesk-gem@gov.in or 1800-419-3436 / 1800-102-3436
11	Tender issuing Authority	DGM-IMM, ITI Limited, Bangalore Plant, Dooravaninagar, Bangalore – 560016
12	Contact person details for queries & other details	Dr Prabhu, SMO Contact Number: +91 9675348707 Email: drprabhu_bgp@itilttd.co.in
13	Bank Details	M/s ITI Limited Account No: 36429021133 IFSC Code: SBIN0001438 MICR Code: 560002016 Add: ITI Township, Doorvaninagar Bangalore-16

2. INTRODUCTION

ITI Limited, Bangalore is interested to enter into Rate Contract for supply of Drugs and Medical Consumables for a period of one year, with the reputed **pharmaceutical companies/ authorized distributors / Pharmacy chains.**

1	Registration Process	Bidders to sign up in GeM portal as Seller/ Service Provider Registration: https://mkp.gem.gov.in/registration/signup#!/seller Seller Registration required Documents: https://gem.gov.in/training/training_module
2	Mode of submission	The Technical & Financial Bid shall be uploaded on https://gem.gov.in (online platform). Contact for support helpdesk-gem@gov.in or 1800-419-3436 / 1800-102-3436

Interested pharmaceutical companies/ distributors/ Pharmacy chains requested to submit their Bids in GeM portal only (<https://gem.gov.in> (online platform)) before the GeM bid due date.

3. ELIGIBILITY CRITERIA:

3.1 Pharmaceutical companies are eligible to participate in the tender provided, they have

- i. **Drug License:** An Attested copy of valid drug license / import License from the State/Central drug controller for the manufacture /Import of the medicine/drug quoted. If revalidation of drug license has been applied, copy of application to State Drug / Licensing authority may be attached. The application for renewal was made within time frame as per Drug and Cosmetic Act, 1940 as amended up to date and that has not been deleted by licensing authority. [Valid manufacturing license of the manufacturer or duly acknowledged renewal application with old license issued by the state licensing authority/central licensing approving authority. If the validity expires during the tenure of the contract should undertake to renew the licence at their own risk and cost.
- ii. Manufacturer shall have valid **GMP Certificate**.
- iii. Proof of Average annual turnover of the manufacturing firm/Authorized Distributor of 30% of the tender value or more in last three (3) financial years (2022-2023, 2023-24 & 2024-2025). **Turnover certificate shall be duly certified by Chartered Accountant.**
- iv. Bidder must have **GST Registration certificate**.
- v. Copy of the **PAN**
- vi. EMD in original must submitted latest before opening of tender.
- vii. The firm should not have been **D-barred/ black-listed** by any Govt./Public Sector/ Autonomous organization, undertaking to this effect shall be submitted on a Non-Judicial stamp paper of Rs.100/- (As included in Annexure-IX is not eligible to participate in the tender for that item during the period of blacklisting
- viii. If a firm is the sole manufacturer of the product, the same can be treated as a Proprietary drug or newly introduced (Patent) drugs/molecules; the manufacturer can be eligible provided the firm submits a certificate from the Centre/State Drug Controller / Licensing Authority in this regard. Proof of duration of 'Patent' for the drug should also be enclosed.
- ix. Bidder who offers maximum discount on MRP is eligible for Annual Contract and the MRP will be inclusive of GST, GST shall not be reimbursable.

3.2 Authorized distributors are eligible to participate in the tender provided:

The authorized distributors will submit all the documents in support of eligibility of the manufacturer as mentioned in clause No.3.1 along with the tender.

3.3 Quality:

- i. In case of imported drugs (i.e. not manufactured in India), COPP (Certificate of Pharmaceutical Products)/import license and copy of the import registration of that particular molecule quoted in the tender indicating the list of products should be submitted and 'more than 6 months' Marketing experience certificate issued by the Drug Controller.
- ii. Public Sector Undertakings with more than 6 months market standing having manufacturing license issued by Centre/ State Drug Controller.

4. SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

4.1. DELIVERY OF SUPPLIES

The delivery of supplies in full will be made within the time and place specified in the respective Purchase Order (PO).

4.2. NON SUBSTITUTION / CONFORMATION WITH SCHEDULE

In case of indent for specific brand of medicines, the brand shall not be substituted.

4.3. PACKED SUPPLIES

Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular medicine/drug in the PO. Each packing shall be marked with nomenclature of the drug and shall be labelled in accordance with the requirement of the Drugs and Cosmetics Act, 1940 and the rules made there under.

4.4. LIFE PERIOD OF MEDICINES SUPPLIED

The Bidder shall supply items with shelf life of \geq One and Half Years / should not be older than 6 months from the date of manufacturing as on the date of receipt of items at ITI General Hospital.

4.5. PRESENTATION OF BILLS:

- i) The bills should clearly indicate the details of the supplies made each day such as name of the item, name of manufacturer, batch No., date of manufacture & expiry date, Indent Slip No. with date, rate, discount as per contract etc. and any other information required by the ITI GENERAL HOSPITAL, ITI LIMITED.
- ii) The bill shall be supported by the original PO along with the certificate from authorized official of ITI GENERAL HOSPITAL, ITI LIMITED under his/her signature, with Name, Designation, Date and Seal of the office for receipt of the items indented.

Incomplete bills not accompanied by any of the particulars mentioned in (i) and (ii) above will not be entertained.

4.6. PERFORMANCE BANK GUARANTEE (PBG)

The amount of PBG shall be liable to be forfeited if the medicines supplied by **pharmaceutical companies/ authorized distributors** against the POs placed on them in pursuance of this contract are subsequently found as having been stolen from anywhere or are not conforming to quality. The PBG is also liable to be forfeited if the authorized pharmaceutical companies/ authorized distributors.

- a. Fails to adhere to the terms of the Contract or
- b. Supplies any sub-standard, spurious drugs or the substitute medicines.
- c. Delays supplies.
- d. Over charges

4.7. DEDUCTIONS FOR LD/ DEFAULT

- a. If the bidder fails to deliver the medicines on need basis specified in the order or any extension thereof, the ITI Limited shall recover from the bidder as LD at 0.5% [sum one-half of one percent] of the contract price for each calendar week of delay or part thereof and max 5% of order value will be charged for supply received after the confirmation of delivery date. The total LD shall not exceed 10% [Ten percent] of the order value for delayed supply or non-performance.
- b. In case of indent for specific brand of medicines, the same shall not be substituted. If any such case is noticed during subsequent scrutiny after or before the payment, then pharmaceutical companies/ authorized distributors will be penalized for of the specific brand of medicines for each such default.

4.8. TERMINATION FOR DEFAULT

ITI LIMITED may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder terminate the Contract in whole or part:

- a. If the bidder fails to provide any or all of the services within the period(s) specified in the Contract.
- b. If the bidder fails to perform any other obligation(s) under the Contract.
- c. If the bidder, in the judgment of the ITI GENERAL HOSPITAL , ITI LIMITED has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

4.9. RESERVATION OF RIGHT FOR APPOINTMENT OF MORE PHARMACEUTICAL COMPANIES/ AUTHORIZED DISTRIBUTORS.

DGM-IMM, ITI LIMITED reserves the right to enter into annual contracts with any number of pharmaceutical companies/ authorized distributors. Without prejudice to the right, emergency purchases can be preferred from any of the supplier irrespective of such allotment of MEDICINES to each Authorized pharmaceutical companies/ authorized distributors for purchase of normal supplies.

4.10. SUPPLY OF MEDICINES

- a. Stock of standard quality of medicines at all times will have to be maintained by the pharmaceutical companies/ authorized distributors, to avoid inconvenience to the ITI GENERAL HOSPITAL, ITI LIMITED.
- b. In case of failure or refusal on pharmaceutical companies/ authorized distributors part to supply the medicines to the purchaser within the time as provided in the respective PO, the contract is liable to be terminated /cancelled at pharmaceutical companies/ authorized distributors risk and cost. Any extra cost involved in arranging supply from alternative source will be recovered from the pharmaceutical companies/ authorized distributors. It is in addition and without prejudice to the deduction in clause 4.7 above.
- c. The pharmaceutical companies/ authorized distributors will indicate batch number, name of manufacturer, date of expiry in the indents at the time of supplying the medicines/drugs to the ITI GENERAL HOSPITAL, ITI LIMITED.
 - i. The medicines/drugs to be supplied will be of standard quality. In case it is found that any particular medicine's date is expired or is near the date of expiry, found not of standard quality, substandard or spurious, pharmaceutical companies/ authorized distributors will be liable to be debarred for a period of 3 years besides other legal action that may be initiated. In case the pharmaceutical companies/ authorized distributors fails to supply indented drugs/medicines, ITI LIMITED will be entitled to procure the same from other pharmaceutical companies/

authorized distributors and the pharmaceutical companies/ authorized distributors will be liable to reimburse in full the price paid by the ITI LIMITED. However, the pharmaceutical companies/ authorized distributors will be allowed to claim what would be payable to them for the medicines as per the agreed terms and conditions.

- ii. Indented medicines for the ITI GENERAL HOSPITAL, ITI LIMITED shall be supplied by the designated pharmaceutical companies/ authorized distributors.
- 4.11. Short expiry \non consumable items will be returned by ITI hospital and should be replaced by fresh stock by pharmaceutical companies/ authorized distributors from the date of receipt of intimation from ITI Limited or issuing credit note for the same.
- 4.12. The approved rate contract holders should supply all ordered items within Date of delivery period as per Purchase order terms and these terms should be strictly adhered to. In case they failed to supply the item within Date of Delivery period, the reminder letter would not be issued in any circumstances and penalty will be imposed as detailed at Clause no. 4.7. The item would be arranged either through local purchase or from open market under Risk Purchase Clause without any information in this regard. The difference amount shall be recovered from the pending dues of the firm/supplier.
- 4.13. The supply, if it is rejected, has to be replaced within a period of 5 Days from the date of receipt of intimation from ITI General Hospital .In case of failure to do so, the rejected supply can be disposed off by the ITI Limited, in its own way and discretion and ITI Limited shall not be responsible, in any way, for doing so. ITI Limited shall not be held responsible for replacing/sending the material to the place of the supplier.
- 4.14. For all those drugs, which are required to be stored under controlled temperature / cold chain, bidder must ensure to supply these drugs under controlled temperature/cold chain.
- 4.15. ITI Limited will not pay separately for transit insurance and the bidder will be responsible for delivery of items covered by the purchase order in good condition at the specified destination and for this purpose, freight, insurance, etc., if any will have to be borne by the successful bidder. The consignee will, as soon as possible, but not later than 07 working days of the date of arrival of stores at destination, notify the supplier/ bidder, of any loss or damage to the stores that may have occurred in the transit.
- 4.16. The supplier shall arrange to effect free replacement of any quantity which may deteriorate before the date of expiry marked on the labels
- 4.17. Loose supplies/ damaged packing /Tempered or Damaged labelled supplies shall not be accepted under any circumstances.
- 4.18. In case any discrepancy arises in the Invoice due to miscalculation etc., the Bidder shall be liable to pay back the excess amount on this account, even after completion of the contract period.
- 4.19. **Canvassing of any sort or influencing the members of any committee involved in the purchase process at any stage shall be considered for disqualification of bid.**

5. **GENERAL TERMS & CONDITIONS:**

- i. Earnest Money Deposit (EMD) of **Rs. 1,30,000 /- (Rupees One Lakh Thirty Thousand only)** must be submitted along with their bids in the form of a demand draft from a scheduled bank drawn in favour of ITI LIMITED or by NEFT before bid opening date. The bids without EMD will not be considered and will be rejected. The EMD of unsuccessful bidders will be returned within 15 days of awarding the annual contract. EMD of the bidders not honouring their commitments or quotations may be forfeited at the discretion of ITI LIMITED, who is not bound to assign any reasons for his action. EMD is exempt for MSEs, subject to the submission of a certificate.
- ii. The successful bidder has to submit a Performance Bank Guarantee (PBG), within a period of **fifteen** days (15) from the date of award of AC from a scheduled bank for **5% of the P.O. Value** in favour of the ITI LIMITED, Bangalore Plant valid for a period of eighteen months from the validity of Annual Contract. The EMD submitted along with the bid will be returned soon after the receipt of the PBG. The format for PBG is given in **Annexure-I**.
- iii. The successful bidder will enter into an Annual Contract Agreement with ITI LIMITED as per format in **Annexure-II**. The Annual Contract will be valid for a period of One year from the date of Annual Contract Orders and the uniform discount quoted by bidder shall remain firm and valid for the period.
- iv. Under no circumstance, will a request for alteration in the discount rate will be accepted/ considered.
- v. Time is the essence of the contract, bidder have to make delivery at the ITI General Hospital, ITI Limited, Dooravaninagar as per the delivery schedule given in each Purchase Order.
- vi. The pharmaceutical companies/ authorized distributors must have their registered office /depot at BANGALORE to execute the order and replace the rejected material if any, on priority.
- vii. Bids received without EMD and the details as per clause 5(i) will be summarily rejected. Any conditional quotations / offers will not be accepted.
- viii. **Fall Clause:** If with whom the ITI LIMITED has entered into an annual purchase contract offers a higher discount or sells or even offers to sell medicines following conditions of sale similar to those of the ITI LIMITED's contract, to any person or organization during the currency of the rate contract, the discount rate applicable to ITI LIMITED will be automatically increased with effect from that date for all the subsequent supplies under the contract and the contract amended accordingly. Other parallel contract holders, if any, are also to be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15 (fifteen) days' time to intimate their revised prices.
- ix. Fulfilling the above terms & conditions and offering the highest discount does not necessarily mean qualifying for the award of the Contract.
- x. ITI LIMITED reserves the right to accept any or reject any or all the offers received without assigning any reason thereof. ITI LIMITED also reserves the right to relax or alter any clauses mentioned in this document as seem appropriate in the interest of the ITI LIMITED.
- xi. ITI LIMITED reserves the right to terminate the Annual Contract at any point of time by giving one month's notice period without assigning any reason and without prejudice to any other remedies available to the ITI LIMITED.

6. **ARBITRATION CLAUSE**

In case of any dispute (between panel chemist and hospital authority), the Department Head will nominate an officer to Act as an Arbitrator. Decision of the Arbitrator shall be final and binding on both the parties. The contract shall be under Bangalore Jurisdiction only. All legal matters will be settled under the jurisdiction of Bangalore.

7. **FORCE MAJEURE:**

If at any time, during the applicability of Terms and conditions of Tender the bidder fails to discharge its obligation due to force Majeure (natural disaster or act of God etc.) he will promptly notify to the Medical Office, ITI HOSPITAL, Doorvaninagar or its representative about the happening of such an event. The ITI Ltd., Bangalore Plant, Doorvaninagar or its representative is solely entitled to terminate the order/contract in respect of such performance of bidder(s) obligations, if he so desires. The obligations under the contract on the behalf of bidder for the contract shall be resumed, as soon as practicable, after the event has come to an end or ceased to exit.

8. **PRICE BID**

The Bidder have to fully read and understood the terms, conditions and other details mentioned and offer to supply medicines/ drugs to ITI HOSPITAL, ITI LIMITED, at the rate which is the Printed Retail Price less the discount. The amount of discount will be arrived on the basis of the QUOTED (in percentage term) Uniform Discount offered on the Printed Retail Price on all items of supply.

- i. **For Bidding, The pharmaceutical companies/ authorized distributors are requested to Enter the Uniform Discount (in % term) offered on the MRP Printed on Strip/Bottle/Unit packed in respect of all items of supplies to be made under the contract irrespective of the brand and manufacturer.**
- ii. **The annual Contract shall be given to the pharmaceutical companies/authorized distributors who offer the Highest Discount on MRP.**

The **rates and / or prices in any form or for any reasons should not be disclosed in the technical bid or other parts of the bid except in the commercial bid.** In case of failure to do so the bid will be **rejected** summarily.

The Bidder undertake to bear packing, cartage and transportation expenses and also bear all taxes, as required or may be required under law, on aforesaid supplies. He shall not charge any such taxes from the ITI LIMITED.

The Bidder also undertake to keep the above quoted rate of discount on the Printed Retail Price on all items of supplies valid till duration of this contract. The Bidder also undertake that all the medicines shall be provided as per indent/PO and no "substitute medicines" will be supplied.

The Bidder shall provide the price discount on MRP (which is inclusive of GST) and same to be submitted in the following **separate category**.

Name of the Bidder	Item Description	% Discount on MRP
M/s...	For Example; Ethical / Branded Drugs	

Authorised signature and seal with date

ANNEXURE-I

FORMAT FOR PERFORMANCE BANK GUARANTEE

(Judicial Stamp paper of appropriate value as per Stamp Act - of the respective state)

From

Bank:

To

ITI Limited, (Address as mentioned in Notice Inviting Tender) In consideration of ITI Limited, having ITI Corporate Office, ITI Bhawan, Bengaluru -560 016 India

Bank Guarantee No..... Dated

..... Bank Guarantee

Amount.....

Dear Sir,

1. Whereas you (the "PURCHASER") have entered into a contract No.____ dated____ (hereinafter referred to as the "said Contract") with M/s_____ (hereinafter referred to as the "SELLER") for supply of goods as defined in the said Contract and whereas the SELLER has undertaken to produce a bank guarantee for 3% of total contract value amounting to ____ (amount of the guarantee in figures and words) to secure its obligations to the PURCHASER in accordance with the said Contract.
2. We _____ (the Bank) hereby expressly, irrevocably and unreservedly undertake and guarantee as principal guarantor on behalf of the SELLER that, we will pay you on your demand declaring the SELLER to be in default under the said Contract, without demur or contest, all and any sum up to a maximum of Rupees ___only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract.
3. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the SELLER in any suit pending before any Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.
4. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between you and the SELLER, indulgence to the SELLER by you or by any alterations in the obligation of the SELLER or by any forbearance whether as to payment, time, performance or otherwise.

5. In no case shall the amount of this guarantee be increased.
6. This guarantee shall remain in full force and effect until three months beyond the warranty period as specified in the contract i.e. up to _____(expiry date) [or until the PURCHASER has signed the Final Acceptance Certificate (FAC) and has received the contractually agreed Warranty Bond as per the said Contract]. In case of delay in fulfilment of obligations by the SELLER, the expiry date shall be extended by us as per intimation from the SELLER.
7. Unless a demand or claim under this guarantee is made to us in writing on or before the aforesaid expiry date or extended expiry date, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of the SELLER.
9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Yours faithfully,

For _____Bank

(Authorised Signatory)

Place: _____

Date: _____

Seal of the Bank

ANNEXURE-II
ANNUAL CONTRACT FORM

THIS AGREEMENT made on the _____ day of _____, 20____
Between _____ (Name and address of purchaser) hereinafter “the Purchaser” of the one part and _____ (Name and address of **pharmaceutical companies/ authorized distributors**) hereinafter called “the Supplier” of the other part:

WHEREAS the Purchaser is desirous of purchasing certain medicines, drugs etc. on a discounted price and has accepted a bid by the Supplier for the supply of those goods.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:
 - 2.1) The Request for Empanelment document dated _____ submitted by the Supplier;
 - 2.2) The Request for Quotation document dated _____ submitted by the Supplier; terms and conditions of the bid
 - 2.3) The Purchaser’s Notification of Award
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
5. Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in tender document condition.

Authorised signature and seal with date

ANNEXURE-III

(FORMAT FOR THE BID SECURITY/ EMD)

(To be typed on Rs.100/- non-judicial stamp paper)

Whereas..... (Hereinafter called “the Bidder”) has submitted its bid dated.
..... for
the supply of..... vide Tender No. _____ Dated _____ KNOW
ALL MEN by these presents that WE..... OF having our registered office at
.....(hereinafter called “the Bank”) are bound unto ITI Limited (hereinafter
called “the Purchaser”) in the sum of Rs. _____ for which payment will and truly to be made
of the said
Purchaser, the Bank binds itself, its successors and assigns by these

present. THE CONDITIONS of the obligation are:

- a. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
- b. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - i. fails or refuses to execute the Contract, if required; or
 - ii. fails or refuses to furnish the Performance Security, in accordance With the instructions to Bidders.
- c. We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser
- d. 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 of the two conditions, specifying the occurred condition or conditions.
- e. This guarantee will remain in force upto and including 90 days from the tender opening date and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank
Authority Name
Signed in Capacity of

Name & Signature of Witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch

ANNEXURE-IV

DECLARATION THAT THE BIDDER HAS NOT BEEN BLACKLISTED/DEBARRED

(To be submitted on Non-Judicial Stamp Paper of Rs. 100/- duly
notarized)

Place:

Date:

To,

<Name and address>

Ref: Tender Notification nodated

Subject: Declaration of Bidder being not blacklisted

Dear Sir,

It is certified that our firm/company or any of our entity is not black listed/Debarred from doing business or put on holiday list etc. by any Govt. Organization / PSUs for any reason. However, if we fail to complete the awarded work / fulfil the Tender conditions or if any of the information submitted by our company or its employee or associate, proves to be false, ITI Limited shall be free to take action / black list our firm / company notwithstanding of taking any other legal action.”

Place :

Date :

Bidders' Company Seal :

Authorized Signatory's Signature :

Authorized Signatory's Name and Designation:

ANNEXURE-V

(To be filled in by the tendering party in official letterhead)

I/we shall replace defective items / Loss or premature deterioration due to biological and/ or other factors during life span of stores supplied by me/us free of cost within the given time to avoid any inconvenience to the hospital.

Yours truly,

Signature of Tenderer with full address

ANNEXURE-VI
PROFORMA TO BE FILLED BY THE TENDERER
GENERAL INFORMATION

- a) Name of the firm:
- b) Address & Telephone No.:
- c) Whether the firm is Indian / Multi- national:
- d) Person responsible for conduct of Business:
- e) Has the firm been convicted ever, if yes, give details:
- f) Any case pending in the Court with details:
- g) Has the firm ever been debarred / black-listed by any Govt. Hospital for poor quality or late supply of drugs? If yes, give details.

Correspondence Details:

- h) Name & Mobile No of person/ authorized signatory to be contacted for this tender:
- i) Correspondence Address:
- j) Correspondence E- mail address:
- k) Fax No:

Signature of Tenderer with Seal

ANNEXURE-VII
PRE-CONTRACT INTEGRITY PACT

PURCHASE ENQUIRY/ORDER No.

THIS Integrity Pact is made on.....day of202.....

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bengaluru – 560 016 under the administrative control of Ministry of Communications, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART

AND:

..... Represented by Chief Executive Officer (hereinafter called the Contractor(s), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, contract for of ITI Limited. The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will **monitor** the tender process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the Tender Documents and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

1.1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b) The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

- 1.2. If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

- 2.1. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
 - a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
 - g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

- 1.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 1.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the

severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

- 1.3 The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 1.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 1.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 1.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.
- 1.7 Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor

default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/sub-vendors/associates.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/ CONTRACTOR(S)

- 7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.
- 7.2 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or sub-contractor/sub-vendor/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform

the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word '**Monitor**' would include both singular and plural.
- 8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -

1. Shri Atul Jindall, IFS (Retd.)
3/10 Vishesh Khand Opp. Little Fiend School Gomti
Nagar, Lucknow-226010(UP)
2. Shri Benny John, IRS (Retd.)
Villa No 36, Kent Plam Villas, Fort Valley Township, Athani,
Kakkanad, Ernakulum – 682030, Kerala

Any changes to the same as required / desired by statutory authorities is applicable.

SECTION 9 – PACT DURATION

- 9.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.
- 9.2 If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).
- 9.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 10 – OTHER PROVISIONS

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall be the seat of the Principal.
- 10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

- 10.3 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 10.4 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 10.5 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 10.6 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.7 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- 10.8 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

(Name & Designation)

(Name & Designation)

Witness

Witness

1)

1)

2)

2)

ANNEXURE – VIII

NON DISCLOSURE AGREEMENT

This Nondisclosure Agreement (the “Agreement”) is entered into between DGM- (MM), ITI Limited, ITI Bhavan, Dooravaninagar, Bangalore – 560 001 (“Disclosing Party”) and, (Receiving Party”) for the purpose of preventing the unauthorized disclosure of confidential Information as defined below.

The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”)

1. Definition of Confidential information. For purpose of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Confidential” or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information
2. Exclusions from Confidential Information. Receiving Party’s obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or (d) is enclosed by Receiving Party with Disclosing Party’s prior written approval.
3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required. Receiving Party shall not without prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, Tenders and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party’s duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party send Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
6. Severability If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
7. Integration This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements representations and understanding. This Agreement may not be amended except in a writing signed by both parties.
8. Waiver The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each Party's obligation shall be binding on the representatives, assigns and successors of such Party. Each Party has signed this Agreement through its authorized representative.

Signature

(Name)

Date

Signature

(Name)

Date

Annexure – IX

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

Format of undertaking, to be furnished on company letter head with regard to blacklisting/ non - debarment, by organisation.

To

, The DGM - MM,
ITI Limited.
Bangalore Plant, Doorvaninagar,
Bangalore – 560016.

We hereby confirm and declare that we, M/s-----, is not blacklisted/ De-registered/ debarred by any Government department/Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For-----

Authorised Signatory

Date:

ANNEXURE-X PRICE BID

Schedule for Local Purchase of Drugs, Dressings and Surgical Consumables

The tenderer shall quote the percentage of maximum discount, which shall be on the Maximum Retail Price printed on the packing/flaps/bottles (Refer Terms & Conditions in Annexure.-1):

Name of the Bidder	Item Description	Discount Quoted (%) on MRP (in Figures)
M/s ...	For Example : Ethical / Branded Drugs	

NOTE:

1. The Bidders will be liable to pay taxes applicable as per law.
2. Prices with "0" / "Nil" / "N/A" i.e. without any offer will not be considered for bid evaluation.
3. Price Bids of those who have been qualified technically would only be opened at a later date.
4. Any disclosure of price/s in the Technical bid will be summarily rejected.
5. The delivery will be made to the **ITI Ltd., Bangalore Plant, Doorvaninagr, Bangalore, 560016.**

Date:

Place:

(SIGNATURE OF THE TENDER)

OFFICE SEAL