



कर्मचारी राज्य बीमा निगम आदर्श अस्पताल  
सैक्टर 9ए गुरुग्राम, हरियाणा 122001  
ESIC Model Hospital, Sector 9A  
Gurgaon, Haryana 122001  
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**Tender No. 13(2)U/16/55/Med.Store/2019/2**

**Dated: 24/5/2019**

**Sub: Invitation of e-Tender for empanelment of chemist for Purchase of Injection Human Normal Immunoglobulin (IVIG) (Two Bid System)**

**(Note: The envelope containing the tender as well as all subsequent communications if any should be addressed and delivered to ‘The Medical Superintendent’, ESIC Model Hospital, sector-9A , Gurugram, Haryana, 122001’. All communications must be addressed to the officer named above by title only and not by name).**

**From: The Medical Superintendent,  
ESIC Model Hospital, Sector-9A,  
Gurugram,Haryana-122001**

The Medical Superintendent invites sealed tender for the **“Purchase Of Human Normal Immunoglobulin (IVIG) 5gm/100ml”** as per specifications and/or quantities detailed in the Schedule attached. The Tender Form containing the Check List for compulsory Documents as Annexure-I, the Terms and Conditions of contract, which will govern any contract made, is annexed as Annexure-II and the Schedule of contract is annexed as Annexure-III, tender application form as Annexure-IV and Integrity pact as Annexure V , if you are in a position to quote for the contract in accordance with the requirements stated in the attached schedule, please submit your quotation to this office.

The interested tenderer should upload duly filled tender form and their bids along with scanned copies of all the relevant certificates, documents, etc. in support of their bid document- all duly signed- on the <https://eprocure.gov.in/eprocure/app>

A complete set of hard copy of tender documents along with EMD must be submitted latest by 13.6.2019 up to 02.00 pm. in the tender box kept in MS Office ESIC Model Hospital, sector-9A , Gurugram, Haryana, 122001. Non –submission of hardcopy as directed will lead to rejection of the tender application. All pages of the hard copy should be signed and stamped. The tender is to be submitted online through <https://eprocure.gov.in/eprocure/app>

with hard copy offline. No other mode of application will be considered & application will not be accepted.

Tender documents is also available for viewing on the” tenders” link of the website of Employee’s State corporation i.e. <http://www.esic.nic.in> and central public procurement portal <https://eprocure.gov.in/eprocure/app>.

Any corrigendum to this tender will be notified through the aforesaid websites only.

All the payment may be made by Demand draft : drawn in favour of ESI Fund A/C No. 2, ESIC Model Hospital Gurugram payable at Gurugram ; cheques will not be accepted.

Tenderers are requested that, before quoting their rates or sending tender, the tender form may please be read out thoroughly(line by line). Purchaser will not be held responsible for any error/oversight of his own.

The form is a Standard Form of Tender,Certain clause/clauses may not be applicable in some cases. So ,Tenders are requested to ignore such clause/clauses,which are not applicable in the instant cases. The Tender form containing the Terms and Conditions and the Schedule should be returned in original,intact,after filling up the tender form and signing in full, on each page.

In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the Tender Number and fully signed by the tenderer. In such cases, references to the additional pages must be made in the Tender Form.

If any Modification of the schedule is considered necessary, tenderer should communicate the same by means of separate letter sent along with the Tender.

Medical Superintendent ESIC Model Hospital, Gurugram, Haryana, does not pledge herself to accept the lowest or any tender and reserves the right of accepting the whole or any part of the tender or portion of the quantity offered and bidder shall supply the same/execute the supply at the rate quoted.

All queries to be submitted in writing at least 24 hours before the pre bid meeting. If any changes are made in tender invitation notice due to any query/discussion in the pre bid meeting, then the change will be published in the manner detailed above.

**Medical Superintendent,  
ESIC Model Hospital, Sector-9A,  
Gurugram,Haryana-122001**

To,

**The Medical Superintendent,  
ESIC Model Hospital, Sector-9A,  
Gurugram, 122001 (Haryana)**

**COMPULSORY DOCUMENTS**

**[without which the offer shall be cancelled]**

1	EMD Value _____: Rs. DD No.Dated_____.
2	Original Tender Document signing all the pages
3	Valid drug licence for retail chemists as per Drugs & Cosmetics Act.
4	No Conviction Certificate from State Drug Controller showing that there is no case pending under the drugs & cosmetics Act and Rules thereunder as well as under Drug Price Control Order against the firm during the last 5 years. No Conviction Certificate should be of the calender year 2017-2018.
5	Valid Trade License.
6	Latest Sales Tax/GST registration certificate.
7	Names & Addresses of their Bankers for cheque/ECS purposes.
8	Audited Annual Turnover of 6 lacs or above,duly certified by Chartered Accountant along with profit & loss account and income & Expenditure statement of the firm for the last three years (2015-2016, 2016-17 and 2017-18).
9	Preference will be given to Party/Supplier located in Gurugram/NCR willing to supply at ESIC Model Hospital Sec-9A.The name,addresses,phone no.,fax no. etc. should also be given.
10	The supplier should be willing to supply the items within the time limits specified in the terms and condition of this tender document at ESIC Model Hospital, Sector 9A Gurugram. The name,addresses, phone no.,fax no. etc. should also be given.
11	Certificate of Non Participation of near Relatives in the tender (Annexure-VI)

**Date**

**Place**

**Signature of tenderer:-**

**Full Name:-**

**Designation:-**

**(official seal of the tenderer)**

**TENDER FORM AND TERMS & CONDITIONS**

<b>Date of Publication of Tender</b>	<b>24.5.2019</b>
<b>Last Date of applying online Tender</b>	<b>13.6.2019 till 2:00 PM</b>
<b>Date &amp; Time of opening of Tender</b>	<b>14.6.2019 at 2:30PM</b>
<b>Date &amp; Time of Prebid Meeting</b>	<b>6.6.2019 at 11:00 AM</b>
<b>Earnest Money</b>	<b>Rs. 60000</b>
<b>Performance Security Money</b>	<b>Rs. 200000</b>
<b>Expected value of Purchase</b>	<b>Rs. 20 Lac /yr</b>

**1. PREPARATION OF TENDER:**

- a. The Tender form containing the Terms and Conditions and the Schedule should be submitted in original, intact, after filling up the form and signing in full on each page, whether bidder are quoting for any item or not, falling which the tender will be liable for rejection. If any item in the schedule is not being tendered for the corresponding space against the item should be filled the words 'not quoting'.
- b. In the event of the space on the Schedule form being insufficient for the required purpose additional pages may be added. Each such additional page must be numbered consecutively and bear the Tender Number and be fully signed by bidder. In such cases, reference to the additional pages must be made in the Tender form .
- c. If any modification of the Schedule is considered necessary, bidder should communicate the same by means of separate letter sent with the Tender. Any change in bid not reflected in the online bid shall be deemed void.

**2. SIGNING OF TENDER:**

- a) The tender is liable to be ignored if complete information is not given therein or if the particulars and date(if any) asked for in the tender are not fully filled in.
- b) Individuals signing tender or other documents connected with the contract must specify.
  - i. Whether signing as a 'Sole Proprietor' of the firm or his Attorney.
  - ii. Whether signing as a 'Registered Active Partner' of the firm or his Attorney?

In the case of companies and firms registered under the indian Partnership Act, the capacity in which signing e.g. Secretary, Manager, Directors and Partner etc. or their attorney and produce copy of documents, empowering him to do so, if called upon to do so.

**NOTE:** In case of unregistered firms, all the members or all attorney duly authorised by all of them or the Manager of the firm should sign the tender and subsequent documents.

### **3. DELIVERY OF TENDER:**

The original copy of tender along with the declaration form duly completed and signed, should be submitted ,enclosed in a double cover . The outer as well as the inner covers should be sealed and addressed to the Medical Superintendent. At the top of the inner and outer cover the following words should be written in block letters.“Tender for Purchase of Injection Human Normal Immunoglobulin 5gm/100ml (IVIG)”. Outstation tenders should be sent by registered Post only. Tender submitted by Hand should be dropped in the “Tender Box” that will be kept in the office of Medical Superintendent at 2<sup>nd</sup> Floor ESIC Model Hospital Gurugram.

### **4. LATEST HOUR FOR RECEIPT OF THE TENDER :**

Your tender must reach this office not later than the time and date notified in the Tender Notice stated in the schedule of tender. In the event of the stipulated date of opening of the tender being declared a closed holiday for Govt. offices, the date of opening of the tender(s) will be the next working day. Tender sent by hand delivery, should be delivered at this office not later than the due date and time stipulated in the schedule of tender.

### **5. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN :**

- I. All the tenders shall remain valid for acceptance for a period of six months from the date of opening of the tender. For this purpose the tender documents will be kept in the custody of concerned department or any other safe place which the Medical Superintendent deems fit. The accepted bid shall be valid for the entire period of contract.
- II. Quotations qualified by such vague and indefinite expressions such as ‘subject to immediate acceptance’ ‘subject to prior sale’ etc. will not be considered .

### **6. OPENING OF TENDER:**

All tenderers and/or their representative ,if they so desire ,may be present at the opening of the tender at the time and date as specified in the schedule.

### **7. VALIDITY OF TENDER:**

The tender shall be valid for Two years from the date of award of the tender unless short closed before that by the Medical Superintendent. The tender will be automatically stand cancelled if the said item has been included in any DGEISIC Rate Contract of Drug and dressing. However, the Medical Superintendent at her discretion can also extend the period for further one year on the same terms & conditions depending on the performance.

### **8. ACCEPTANCE OF TENDER (PRICES):**

The Acceptance of the tender will normally be on the basis of price offered by the bidder. The price must be quoted F.O.R destination per unit as shown in the scheduled annexure and should be exclusive of GST but inclusive of all charges for packing and forwarding.

GST, where legally leviable and intended to be claimed, should be distinctly shown separately along with the price quoted. Where it is not done, no claim of GST will be admitted at any later stage and on any ground whatsoever.

The purchaser will not pay separately for transit insurance and the firm will be responsible for delivery of items covered by the indent order in good condition at the destination and for this purpose freight, insurance, octroi etc, if any, will have to be borne by the firm.

**PRICE BID:**

The bidder shall indicate in the price schedule of the tender document:-

- I. Prices quoted by the bidder are not subject to variation except in the tax component. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- II. All prices must be mentioned both in figures and words. The bidder must make sure that there is no discrepancy between the two. In case of any discrepancy between the two the interpretation of the Purchaser on this account shall be final and binding. If the bidder does not accept the correction of errors as per purchaser's interpretation his bid will be rejected. The unit price written in words shall be given the most importance.

**9. DELIVERY TIME:**

- a. The delivery of the stores/execution of work /providing the services etc. is required within a period as specified below and as the place mentioned therein.
- b. The tenderer shall deliver the stores at destination to the consignee in good order (of which the Medical Superintendent, ESIC Model Hospital, Gurugram shall be the sole judge) within the limits of the time the Medical Superintendent may deem reasonable and specify and in such quality or quantities as may be ordered by her from time to time.
- c. The time for and the date of delivery of the stores stipulated in the schedule shall be deemed to be the essence of contract and delivery must be completed no later than the date(s) specified.

But if delay arises from any cause, such as strikes, lockouts, fire accidents, riot etc., which the Medical Superintendent, ESIC Model Hospital, Gurugram may admit as reasonable ground for further time and the Medical Superintendent may allow such additional time required by circumstances of the case.

**10. INSPECTION OF STORES /WORK:**

Supplies shall be accepted subject to inspection by Medical Superintendent, ESIC Model Hospital, Gurugram, or her assigned representative. Any defect found in the supplied materials or any default in frequency of supply/time taken to supply will liable to rejection and decision of the Medical Superintendent, ESIC Model Hospital, Gurugram shall be

final and legally binding. The rejected store shall be returned to the suppliers at their risk and costs.

The tenderer shall whenever call upon to do so, give full information with reference to the services in hand and shall also permit the Medical Superintendent or any other officer nominated by him to inspect the premises of the tenderer at all reasonable times and shall give full assistance and information as may be required by him in connection with the contract.

#### **11. RESPONSIBILITY FOR EXECUTING CONTRACT:**

- a. The tenderer is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.
- b. The tenderer shall not sublet transfer or assign the contract or any part thereof without the written permission of the Medical Superintendent . In the event of the contractor contravening this condition, Medical Superintendent shall be entitled to award the contract elsewhere on the contractor's account and risk. The contractor shall be responsible for any loss or damage which the Medical Superintendent, ESIC Model Hospital,Gurugram, may sustain in consequence or arising out of such replacement of the contract.
- c. The tenderer will maintain sufficient stock of the standard quality of medicines at all times to avoid inconvenience to ESI Beneficiaries.
- d. Chemist (tenderer) will indicate Batch number, Name of manufacturer & Expiry date on indents at the time of supplying the drugs at ESIC Model Hospital,Gurugram.
- e. Indents are to be accepted, only if duly countersigned by the M.S./Store I/C of the hospital.

#### **12. EARNEST MONEY:**

The tenderer shall have to deposit an amount of Rs 60000, by way of Demand Draft,drawn in favour of ESI Fund A/c-2 ESIC Model Hospital,Gurugram,as earnest money with their tender. In the event of the withdrawal/revocation of tenders before the date specified for acceptance, the earnest money shall stand forfeited. In the event of acceptance of the tender the earnest money may be adjusted towards the amount of security required to be deposited by the contractor.In terms of Clause mentioned below, the earnest money however, shall be returned without interest to the tenderer whose tender is not accepted.

#### **13. SECURITY DEPOSIT:**

On acceptance of the tender, contractor shall within the period specified by the Medical Superintendent, deposit as security, a sum of Rs 200000 The Hospital authority shall be entitled to appropriate/take over or seize the Security Deposit or any part thereof without

prejudice to any other remedies provided in the contract or available under the law. The security shall be in the form of Demand Draft in favour of ESI Fund A/c No. 2 payable at Gurugram.

a) If the tenderer fails in fulfilling above-mentioned terms and conditions, such failures will constitute a breach of the contract and the Medical Superintendent shall be entitled to make other arrangements at the risk and expense of the contractor.

b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of Satisfactory Performance Report from the user unit. Security Deposit will be forfeited in cases of Unsatisfactory Performance Report. Security deposit may be taken back by tenderer within 2 months from the date of completion of contract, through application for the same.

#### **14. RECOVERY OF SUMS DUE:**

Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor (chemist) the purchaser shall be entitled to recover such sum by appropriating in part or whole the security/earnest money deposited by the contractor. When the balance or the total sum to be recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to recoverable under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable the contractor shall pay to the purchaser on demand the remaining balance.

#### **15. DOCUMENTS:**

The tenderer will submit the following documents along with the tender.

1. Valid drug license for retail chemists as per Drugs & Cosmetics Act.
2. No conviction Certificate from State Drug Controller that there is no case pending under the drugs & cosmetics Act and Rules thereunder as well as under Drug Price Control Order against the firm during the last 5 years. No Conviction Certificate should be of the calendar year 2017-2018.
3. Valid Trade License.
4. Latest Sales Tax /GST registration certificate.
5. Names & Addresses of their Bankers for cheques/ECS purposes.
6. Audited Annual Turnover of Rs. 6 Lacs or above duly certified by Chartered Accountant along with profit & loss account and income & expenditure statement of the firm for the last three years (2015-2016, 2016-17, 2017-18).
7. Each and every page is to be signed and stamped by the tenderer along with online bid.
8. Tenderers who do not furnish attested and stamped documents referred above will not be considered.
9. Certificate of Non Participation of near Relatives in the tender (Annexure- VI)



10. Any firm/agency debarred/blacklisted from ESIC anywhere in India will not be considered and tender will be summarily rejected.

**16. ACCEPTANCE:**

The finalisation of tender the chemist will be communicated by a letter of offer. In case the bidder is willing to accept the offer he may submit letter of acceptance and enter into the agreement with ESIC as per terms and conditions of the contract.

**17. RESERVATIONS:**

The Medical Superintendent reserves the right to reject any or all tenders without assigning any reason whatsoever and can award full contract to any successful agency(ies) at her discretion and this will be binding on the tenderers.

**18. Instruction For indent Collection and supply of items:**

- a. The approved tenderer and/or their authorised representative(s) will visit the issue section and medical store section of this hospital daily on working days between 2:00pm to 3:00pm from Monday to Friday and between 11:00am to 12:00 noon on Saturday to collect the order of purchase if any. On Sundays /Holidays and beyond normal working hours., emergency orders may be placed by the casualty Med. Officer under his sign and seal.
- b. After obtaining the order as specified in clause above, the approved tenderer and/or their authorised representative(s) shall supply the materials as per order to the Store Section (Medical) of this hospital on the next day by 01:00 pm from Monday to Friday and 12:00 noon on Saturday. In case of orders placed by the store on Saturday the supply shall be made on the next working day and for emergency orders supply will be made to the respective wards as mentioned in the requisition (verbal/written). In emergency and exceptional situations, drugs and dressings supplied outside office hours will be received by the officials of Casualty department but the tenderer will ensure that the challan is re-verified in the Medical store department on the immediate next working day.
- c. The tenderer or his representative should be available/approachable for 24 hours over phone for supply of all items. In case of any emergency requirements, if the order is placed for any items at any time, the requisitioned item shall have to be supplied immediately. The contact telephone number, mobile number, Fax or email must be provided to the hospital authority for such purpose.
- d. During normal office hours, the Medical Store Section will receive the drugs, dressings, surgical items etc. and will verify the "Price" and other particulars and certify on the challans/Indents as well as bills.
- e. The medicines/drugs to be supplied will be of standard quality. In case, it is found that any particular medicine has expired, or is substandard or spurious, the chemist will be

liable to be black listed for a period of Five (5) years for future participation in any ESIC tender. Other legal action as deemed fit will be taken. If for any unavoidable reason beyond their control, it is not possible for chemist to immediately supply the medicine and the hospital is compelled to procure the same from any other source, extra expenditure on this account will be recovered from subsequent bill(s)/ security deposit.

- f. All the chalans/Indent as well as bills are to be submitted strictly in triplicate. Bill should be pre-receipted with application of revenue stamp wherever necessary. Care should be taken submit the challans/Indents and bills duly completed and without any errors to prevent rejections/cancellation/delay in their processing of bills.
- g. All items must have sufficient useful life for use in hand before it is supplied to this hospital.
- h. All the items must be marked stating “ **Not For Sale**” by the tenderer.

**19. Presentation of Bills:** The Contractor shall present his bills for each supply within five (5) days of the supply.

- (a) The Bill shall be in the printed and serially numbered invoices, credit bill with the name and address of the chemist and sales tax and GST registration number printed thereon.
- (b) The purchaser reserves right also to demand in any case, the original of the supplier's invoices for Verification of the Net Trade Price claimed by the contractor.

**20. Payment of Bills:** The mode of payment will be “**e-payment**” only. Payment of the bills in prescribed in complete forms and in time will normally be arranged within 45 days from the date of presentation. However, no claim shall be made by the contractor against the ESI Corporation for interest or damage in case the payment is delayed due to administrative reasons.

Payment for the supply will be made within 4 to 6 weeks (after receipt and acceptance of the drugs/items) directly by the Direct Demanding Officers or through nominees to whom bills are submitted. Notwithstanding any omission or shortcoming in the supply order it is incumbent upon the pharmaceutical firm/bidder to supply the items as per the specifications of the relevant rate contract.

**21. Risk Purchases:** In case of failure to supply any or all items as per requisition/purchase order/specification/prescribed brand of item or failure to turn up to collect the orders from the hospital, it shall be treated as 'non-compliance' and 'breach of contract', and the order in part shall be arranged from alternative source(s) at the discretion of the hospital authority and the difference in prices will be realized from the tenderer with whom the contract is made by way his subsequent/pending bills or security deposit.

**ARBITRATION:**

In case of any dispute (Between the purchaser and bidder) arising under contract or with regard to the interpretation of the Terms and conditions of contract, decision of the Medical Superintendent or any other officer nominated by her to act as an arbitrator in the dispute, shall be final and binding on both parties of this contract. In case of disputes all the legal matters be settled under the jurisdiction of the courts of the Gurugram, Haryana.

**TENDER APPLICATION FORM**

1	Name of the firm:	
2	A.) Full Postal Address (including the address of the branches of the firm)	
	B.) Mobile No	
	C.) Telephone No	
	D.) Fax No	
3	Date of Establishment of Firm	
4	If firm is registered under:	
	A.) The Indian Factories Act	
	B.) Any other Act, if not, who are the owners (Please give full address)	
5	Name and Address of Bankers stating the name of branch in which the Account is held	
6	Are you in the list of approved contractors of any other organisations/institutions, if any, give details	
7	Give details of any Government contracts executed during the last twelve months	
8	Any other information which bidder consider relevant	

**PRICE BID**

**Schedule For Purchase of Injection Human Normal Immunoglobulin (IVIG)**

The tenderer shall quote the price in below mentioned format (Refer Terms & Conditions in Annexure-I):

**Item Rate BoQ**

Tender Inviting Authority: Inj. Human Normal Immunoglobulin (IVIG) 5gm/100 ml

Name of Work: Invitation of e-Tender for empanelment of chemist for Purchase of Injection Human Normal Immunoglobulin (IVIG) (Two Bid System)

Contract No: 13(2)U/1655/Med Store/2019/2 dated 24.5.2019

PRICE SCHEDULE												
(This BOQ template must not be modified/replaced by the bidder and the same should be updated after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)												
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	Basic Rate in Figures To be entered by the Bidder in Rs. P	GST Value on each unit	Any Other Taxes/Duties /Levies	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words	TEXT #	TEXT #
1	Inj. Human Normal Immunoglobulin (IVIG) 5gm/100 ml	1,000 Nos		INR								
Total in Figures											0.00	0.00 INR Zero Only
Quoted Rate in Words											INR Zero Only	

List of Enclosures:

- A. Earnest Money in the form of Demand Draft for Rs.....only has been deposited on .....(Please indicate the date of deposit).
- B. It is understood that the quantity is approximate, it may increase or decrease.
- C. The delivery will be made to the stores of E.S.I.C. Model Hospital Sector-9A, Gurugram, Haryana.

Date:  
Place:

(SIGNATURE OF THE TENDERER)  
OFFICE SEAL

**(INTEGRITY PACT DOCUMENT)**

**(To be executed on plain paper and signed by the bidders as 2<sup>nd</sup> part before uploading as bid document. ESIC as 1<sup>st</sup> part will sign this IP at later stage after opening of bids)**

**PRE-CONTRACT INTEGRITY PACT**

**General**

1. This pre bid-contract Agreement (hereinafter called the Integrity Pact) is made on .....the day of the month of .....year ..... Between on one hand of Employees State Insurance Corporation (ESIC) under the administrative control of Ministry of Labour and Employment, Government of India acting through (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires his successors in office and assigns)of the First Part and M/s \_\_\_\_\_, represented by, \_\_\_\_\_ Chief Executive Officer (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the Second Part. WHEREAS the BUYER proposes to procure ..... (Name of Items to be procured) and the Bidder/Seller is willing to offer/has offered the stores/services.

2. Whereas the Bidder is a private company/public company/partnership/proprietorship constituted in accordance with the relevant law in the matter and the Buyer is a \_\_\_\_\_ performing its functions on behalf of \_\_\_\_\_ of India.

**Objectives**

3. 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/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

3.1 Enabling the Buyer to obtain the desired said stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

3.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

#### **Commitments of the Buyer**

4. The Buyer Commits itself to the following:-

4.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor 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.

4.2 The Buyer will, during the pre-contract stage, treat all 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 other Bidders.

4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is *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.

### **Commitments of Bidders**

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his 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 commits himself to the following:-

6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, 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.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, 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 favor or disfavor to any person in relation to the Contract or any other Contract with the Government.

6.3 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.



6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorized government sponsored export entity of the defence 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.

6.6 The Bidder, either while presenting the bid or during precontract negotiations or before signing the contract, shall disclose any payments 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.

6.7 The Bidder shall not use improperly, for purposes 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 proposals 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.

6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

## **7. Previous Transgression**

7.1 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.

7.2 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.

## **8. Earnest Money/Security Deposit**

8.1. Every bidder, while submitting commercial bid, shall deposit an amount\* as specified in the Tender Document as Earnest Money/Security Deposit, with the buyer through Bank Draft/Banker's Cheque in favor of the "ESIC Fund A/C No. 2" Payable at Gurugram.

8.2. The Earnest Money/Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.

8.3 In the case of successful 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.

8.4 The provisions regarding Sanctions for Violation in Integrity Pact include 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 Integrity Pact.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

## **9. Company Code of Conduct**

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

## **10. Sanctions for Violation**

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption 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) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, 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 an 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 Buyer from the Bidder in connection with any other contract for any other stores, 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.

(vii) To debar the Bidder from entering into any bid from the Government of India 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 middleman or agent or broker with a view to securing the contract.

(ix) 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 filing 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.

(x) 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.

(xi) 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.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

## **11. Fall Clause**

The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of then Government of India at a lower price, then that very price 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.

## **12. Examination of Books of Accounts**

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

## **13. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. Gurugram (Haryana) or as decided by the BUYER.

## **14. 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 extant law in force relating to any civil or criminal proceedings.

## **15. Validity**

15.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

15.2 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.

16. Both the parties signing this integrity pact shall be abided by the provisions of this pact and will follow the guidelines of independent external monitors or any other monitoring committee nominated by the competent authority for the purpose at any stage.

17. The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_ .

ESICMH GURUGRAM (1<sup>st</sup> Party)

BIDDER (2<sup>nd</sup> Party)

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**UNDERTAKING:**

(On Non Judicial Stamp Paper of Rs 100)

- a. I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- b. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted.
- c. The earnest money Rs.....to be deposited by me has been enclosed herewith vide Demand Draft no. dt..... drawn on bankBranch.
- d. I/We give the rights to Medical Superintendent to appropriate the Security money deposited by me/us if any delay occurs on my part or failure to supply the article within the appointed time or the items of desired quality.
- e. There is no vigilance/CBI case or court case pending against the firm/company.
- f. I hereby undertake to supply the items as per directions given in the tender document/supply order within stipulated period.

Date:

Place:

Signature of the Tenderer:

Full Name:

Designation:

(Office Seal of the Tenderer)

**UNDERTAKING**

(On Non Judicial Stamp Paper of Rs 100)

We hereby undertake that rates offered by us, will be within the price ceiling fixed by National Pharmaceuticals Pricing Authority (NPPA), Ministry of Chemical & Fertilizers. We further undertake that in case there is any down-ward revision by the NPPA, same will be passed on to the ESI Corporation from the effective date during the currency of the contract and in case of failure to do so we are liable to be debarred from future ESIC Tender Inquiry for a further period of two years along with recovery of excess payment made due to reduced rate.

Signed \_\_\_\_\_

For and on behalf of the E-Tenderer

Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_



**(TO BE TYPED ON A LETTER HEAD OF THE FIRM)**

**UNDERTAKING CERTIFICATE**  
(On Non Judicial Stamp Paper of Rs 100)

Certificate of Non Participation of near Relatives in the E-Tender

I \_\_\_\_\_, S/O or D/O \_\_\_\_\_,  
Resident of \_\_\_\_\_ hereby certify that none of my close relative(s) is/are  
employed in ESIC as per details given in e-Tender document. In case at any stage, it is found  
that the information given by me is false / incorrect, ESIC Model Hospital, Gurugram shall  
have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed \_\_\_\_\_

For and on behalf of the E-Tenderer

Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

**To**

**The Medical Superintendent,  
ESIC Model Hospital, Sector-9A,  
Gurugram, 122001 (Haryana)**