

**Basic Details**

<b>Organisation Chain</b>	Council of Scientific and Industrial Research  Central Drug Research Institute  Purchase -CDRI-CSIR		
<b>Tender Reference Number</b>	CDRI/2023/IND71291		
<b>Tender ID</b>	2023_CSIR_719104_1		
<b>Tender Type</b>	Global Tenders	<b>Form of contract</b>	Supply
<b>Tender Category</b>	Goods	<b>No. of Covers</b>	1
<b>Payment Mode</b>	Not Applicable	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No		

**Cover Details, No. Of Covers - 1**

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical/Finance	.pdf	Credential of Firm
		.pdf	TECHNICAL BID AS PER TENDER DOCUMENT
		.xls	FINANCIAL BID

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

<b>Tender Fee in ₹</b>	0.00		
<b>Fee Payable To</b>	NA	<b>Fee Payable At</b>	NA
<b>Tender Fee Exemption Allowed</b>	NA		

**EMD Fee Details**

<b>EMD Amount in ₹</b>	0.00	<b>EMD Exemption Allowed</b>	NA
<b>EMD Fee Type</b>	NA	<b>EMD Percentage</b>	NA
<b>EMD Payable To</b>	NA	<b>EMD Payable At</b>	NA

**Work /Item(s)**

<b>Title</b>	Rifabutin API United States Pharmacopoeia (USP)				
<b>Work Description</b>	Supply of Rifabutin API United States Pharmacopoeia (USP)				
<b>Pre Qualification Details</b>	Please refer tender documents				
<b>Tender Value in ₹</b>		<b>Product Category</b>	Miscellaneous Goods	<b>Sub category</b>	NA
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	90	<b>Period Of Work(Days)</b>	60
<b>Location</b>	CSIR-CDRI	<b>Pincode</b>	226031	<b>Pre Bid Meeting Place</b>	NA
<b>Pre Bid Meeting Address</b>	NA	<b>Pre Bid Meeting Date</b>	NA	<b>Bid Opening Place</b>	CSIR-Central Drug Research Institute

**Critical Dates**

<b>Publish Date</b>	14-Jul-2023 05:00 PM	<b>Bid Opening Date</b>	17-Aug-2023 03:00 PM
<b>Document Download / Sale Start Date</b>	14-Jul-2023 05:15 PM	<b>Document Download / Sale End Date</b>	16-Aug-2023 02:30 PM
<b>Clarification Start Date</b>	NA	<b>Clarification End Date</b>	NA
<b>Bid Submission Start Date</b>	14-Jul-2023 05:30 PM	<b>Bid Submission End Date</b>	16-Aug-2023 02:30 PM

**Tender Documents**

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	TENDER DOCUMENT FOR THE PROCUREMENT OF RIFABUTIN API UNITED STATES PHARMACOPOEIA (USP)	327.55

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	GTE71291.pdf	TENDER DOCUMENT FOR THE PROCUREMENT OF RIFABUTIN API UNITED STATES PHARMACOPOEIA (USP)	327.55

**Tender Inviting Authority**

<b>Name</b>	Stores and Purchase Officer Lucknow
<b>Address</b>	Sec-10, Jankipuram Extension, Sitapur Road, Lucknow

**Tender Creator Details**

<b>Created By</b>	N S Prasad
<b>Designation</b>	SPO
<b>Created Date</b>	14-Jul-2023 12:43 PM

**TENDERDOCUMENT**

**FOR Procurement of**

**Rifabutin API United States Pharmacopoeia (USP)**

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**CSIR-CENTRALDRUG RESEARCHINSTITUTE  
Sector 10, Jankipuram  
VistarLucknow-226031, U.P.  
(India)**



CSIR

CSIR-

CENTRALDRUGRESEARCHINSTITUTESECTO

R O, JANAKIPURAM VISTAR,

SITAPURROAD

LUCKNOW-226031, UTTAR PRADESH

INDIA

Tel#:00915222772793/EXTN: 2482

Email: [cosp-cdri@cdri.res.in](mailto:cosp-cdri@cdri.res.in);

Website: [www.cdri.res.in](http://www.cdri.res.in)

**Invitation for Bids/Notice Inviting Tender**

Date: 14-07-2023

CSIR- Central Drug Research Institute (CDRI), Lucknow, is one of the premier laboratories under Council of Scientific and Industrial Research an autonomous body under Department of Scientific and Industrial Research (Government of India). CSIR-CDRI is a science and knowledge based research, development and consulting organization. It is internationally known for its excellence in scientific research in Chemical Sciences, Life Sciences and chemical Engineering. The Director, CDRI would like to procure the following Goods / Services for its day-to-day research. The Technical specifications, Allied requirements and Scope of Supply are given in Chapter 4 appended herewith.

Sr. No.	Tender No.	Brief Description of Goods/Services	Quantity	Single/Two Bid	Mode of Procurement
1	2023-24/IND71291	Rifabutin API United States Pharmacopoeia (USP)	1 Kg	Single Bid System	Global Tender

- Bids are invited offline through post/courier/. Tender Document can also be downloaded from the e-Publishing portal of Government of India, <https://eprocure.gov.in/epublish/app>. A copy of the Tender Document is also available on CSIR-CDRI Website, [www.cdri.res.in](http://www.cdri.res.in)
- The address for submission of Bid in sealed cover and for obtaining further information:  
CONTROLLER OF STORES & PURCHASE,  
CSIR-  
CENTRALDRUGRESEARCHINSTITUTESECTO  
R-10, JANAKIPURAM VISTAR,  
SITAPURROAD  
LUCKNOW-226031, UTTAR PRADESH  
INDIA  
Tel#:00915222772793/EXTN: 2482  
Email: [cosp-cdri@cdri.res.in](mailto:cosp-cdri@cdri.res.in); [spo@cdri.res.in](mailto:spo@cdri.res.in)
- The prospective bidders should adhere to **critical dates** mentioned in the documents
- As per Procurement policy of Government of India, the procuring Agency shall provide the purchase preference under various acts and policies of Govt. of India.
- The Director, CSIR-Central Drug Research Institute (CDRI), Lucknow reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons there for.

**CHAPTER-1**  
**A. Introduction**

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

**1.1 Eligible Bidders**

1.1.1. This Invitation for Bids is open to all suppliers.

1.1.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

**1.2 Code of Integrity for Public Procurement**

1.2.1. The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sr. No.	Term	Meaning
(a)	<b>Corrupt practice</b>	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	<b>Fraudulent practice</b>	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	<b>Collusive practice</b>	means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	<b>Coercive practice</b>	means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
(e)	<b>Anti-Competitive practice</b>	any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels
(f)	<b>Conflict of interest</b>	participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain
(g)	<b>Obstructive practice</b>	materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's right of auditor access to information

1.2.2. The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

1.2.3. The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement and submit it in the form as per Annexure-E along with bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and

blacklisting or action by Competition Commission of India, and soon.

#### 1.2.4. Obligations for Proactive disclosures

- a) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- b) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.
- e) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

#### 1.2.5. Punitive Provisions

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

- a) If his bids are under consideration in any procurement:
  - i. Forfeiture or encashment of bid security;
  - ii. Calling of any pre-contract negotiations; and
  - iii. Rejection and exclusion of the bidder from the procurement process.
- b) If a contract has already been awarded
  - i. Cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;
  - ii. Forfeiture or encashment of any other security or bond relating to the procurement;
  - iii. Recovery of payments including advance payments, if any, made by the purchaser along with interest there on at the prevailing rate.
- e) Provisions in addition to above:
  - i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
  - ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
  - iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

#### A. The Bidding Documents

### 1.3 Content of Bidding Documents

1.3.1. The Goods / Services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into Six Chapters.

1.3.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

### 1.4 Clarification of bidding documents

#### 1.4.1. In case when there is **NOPRE-BID CONFERENCE**–

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing through Email [spo@cdri.res.in](mailto:spo@cdri.res.in) within 10 working days of bid receiving date.

#### B. Preparation of bids

### 1.5 Language of Bid

1.5.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical.

1.6 **Documents Comprising the Bid**

1.7.1 The bid shall comprise of the following documents as per the requirement of the Tender Document.

Sr. No.	Document Required	Reference Forms of Tender document
3	Bidder Information Form	Annexure- A
5.	Manufacturers Authorisation Form	Annexure- B
1	Bid Securing Declaration form	Annexure- C
6.	Bid Form	Annexure- D
2	Declaration by the Bidder for Code of Integrity & Conflict of interest	Annexure- E
4.	Land Border Sharing certificate	Annexure - F
7.	Priced bid with Technical Specifications & Scope of Supply and terms and condition	Bidder should submit on their letter head.

**Note: All the above annexures must be submitted along with your proposal duly signed.**

1.7.2 Documents comprising Single Bid

All the above documents (**as applicable**) from Sr.No.1to6 should be submitted in Single Bid along with BOQ- Price bid if the tender is under Single Bid System.

1.7 **Bill of Quantity (BOQ)-Pricebid – As per Chapter -5**

1.7.1. Prices shall be entered in BOQ in the following manner:

(a) For Goods manufactured abroad:

i)	The price of the goods, quoted on FCA (named Airport abroad) or FOB (named port of shipment), as specified in the BOQ.
ii)	The charges for insurance and transportation of the goods to the port/place of destination. (CIP charges)
iii)	The agency commission charges payable to Indian agent in Indian rupees, if any.
iv)	The installation, commissioning and training charges including any incidental services, if any

1.7.2. The terms FOB, FCA, CIF, CIP shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.

1.7.3. The price quoted shall remain fixed during the contract period and shall not vary on any account.

1.7.4. The CSIR-CDRI is a public funded Research Institution under Department of Scientific & Industrial Research and concessional Custom Duty @ 5.50% is applicable for the goods purchased for research purpose vide Government of India Notification No.51/96-Customs dated 23.07.1996

1.7.5. In case of imports the freight & insurance will be paid by the Purchaser in case of FCA, as the consignments are to be shipped through the Purchaser nominated freight forwarder.

1.7.6. In case of INR bids the price criteria should be on Free Delivery to CDRI, Lucknow. Govt. Levies like GST etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, GST etc., if any.

**1.8 Bid Security (BS)/Earnest Money Deposit(EMD)**

**1.8.1** The bidder will submit Bid Securing Declaration as per Annexure-C.

**1.9 Period of Validity of Bids**

**1.9.1.** Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

**1.9.2.** In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

**1.9.3.** In case the bids are invited on single bid basis, then the Bidder shall submit bid comprising all documents listed under Annexures.

**1.9.4.** The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.

**1.9.5.** Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

**D. Submission of Bids**

**1.10 Submission of Bids**

**1.16.1** Sealed Bids shall be submitted through post/courier on address mention below mentioning the Tender No. on outer envelope :

Tender No.2023-24/IND71291

**The Director,  
Through CONTROLLER OF STORES & PURCHASE,  
CSIR-  
CENTRAL DRUG RESEARCH INSTITUTE  
UTE SECTOR-10, JANAKI PURAM  
VISTAR, SITAPUR ROAD  
LUCKNOW-226031, UTTAR  
PRADESH INDIA  
Tel#:00915222772793/EXTN: 2482  
Email: [cosp-cdri@cdri.res.in](mailto:cosp-cdri@cdri.res.in); [spo@cdri.res.in](mailto:spo@cdri.res.in)**

**Partially submitted bids shall be treated as invalid and shall not be processed.**

**Critical dates for submission and opening of bid**

Sl. No	Stage	Date
1	Publish Date	14-07-2023
2	Document Download Start Date	14-07-2023
3	Last Date for receipt of queries	.....
5	Bid Submission start Date	14-07-2023
6	Bid Submission End Date	16.08.2023
7	Bid Opening Date & Time	17.08.2023

**1.17.2** Sealed quotation must be reached to this office on or before the Bid Submission end date.

**1.11 Withdrawal, substitution and Modification of Bids**



1.21.1 The bidder may withdraw, correct or modify their signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal.

1.21.2 The bidder is not allowed to modify or with draw bid after deadline for submission of bids.

#### E. Opening and Evaluation of Bids

##### 1.12 Opening of Bids by the Purchaser

1.22.1 The bids shall be opened by authorised officials of the Purchaser as per schedule given in Date Sheet.

1.22.2 In case, the day of bid opening is declared a holiday by the government, the bids will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.

##### 1.13 Confidentiality

1.13.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not Officially concerned with such process until Award of the Contract. However, decisions taken during process of tender evaluation shall be hosted on e-Tenders portal.

##### 1.14 Clarification of Bids

To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

##### 1.15 Responsiveness of Bids

1.15.1. The Purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

1.15.2. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

1.15.3. If a bidder quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

##### 1.16 Conversion to Single Currency

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening in the case of single bid and the rates prevalent on the date of opening of the Technical Bids in case of two-bid. For this purpose, —Bill currency selling [www.bec.com](http://www.bec.com) or [www.tbi.org](http://www.tbi.org) or any other website would be used by the purchaser.

##### 1.17 Evaluation and comparison of bids

1.17.1. The Purchaser shall evaluate each bid that has been determined, upto this stage of the evaluation, to be substantially responsive.

1.17.2. To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology will be used.

1.17.3. The bids shall be evaluated on the basis of final landing cost which shall be arrived as under and as per format given in BOQ of Tender:

**(a) For Goods manufactured abroad**

i)	The price of the goods, quoted on FCA (named Airport abroad) or FOB (named port of shipment), as specified in the BOQ.
ii)	The charges for insurance and transportation of the goods to the port/place of destination i.e. CIP/CIF Price.
iii)	The agency commission charges payable to Indian agent in Indian rupees, if any.
iv)	The installation, commissioning and training charges including any incidental services, if any

1.17.4. The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF / CIP basis respectively. However, the CIF / CIP prices quoted by any foreign bidder shall be loaded further as under:-

- (a) Towards customs duty and other statutory levies – as per applicable rates.
- (b) Towards custom clearance, inland transportation etc. - 2% of the CIF/CIP value.

**Note:** Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. Such offers shall be rejected as incomplete.

1.17.5. In case of Purchase of many items against one tender, which are not inter- dependent or, where compatibility is not a problem, normally the comparison would be made on ex-works, ( in case of indigenous items) and on FOB/FCA (in the case of imports) prices quoted by the firms for identifying the lowest quoting firm for each item.

1.17.6. Orders for Imported Goods need not necessarily be on FOB / FCA basis rather it can be on the basis of any of the Incoterms latest edition as may be amended from time to time by the ICC or any other designated authority and favorable to CSIR – CDRI, India.

1.17.7. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per Ministry of Finance Order No.: F.No.6/18/2019-PPD Dated 23<sup>rd</sup> July, 2020 & OM No. F.No.18/37/2020-PPD Dated 08<sup>th</sup> February, 2021. (Please submit **Annexure- F** duly signed)

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. –Bidder (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. –Bidder from a country which shares a land border with India **purpose of this Order** means:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation-
  - a. –Controlling ownership interest means ownership of entitlement to more than twenty-five per cent. Of shares or capital or profits of the company;
  - b. –Control **include the right** to appoint majority of the directors or to control the management or policy decision including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen per cent of capital or profits of the partnership.
- 3. In case of an unincorporated association or body of individuals, the beneficial owner

is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. In case of Work contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India: i) A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which share a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as—sub-

contracting indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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#### **1.18 Contacting the Purchaser**

**1.18.1.** Subject to ITB Clauses above, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

**1.18.2.** Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

#### **1.19 Post qualification**

**1.19.1.** In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause.

### **F. Award of contract**

#### **1.20 Negotiations**

Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counteroffer tantamount to negotiations, shall be treated at par with negotiations.

#### **1.21 Award Criteria**

Subject to ITB Clauses above, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

#### **1.22 Purchaser's right to vary Quantities at Time of Award or later**

The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, without any change in rate or other terms and conditions of the Purchase Order, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

#### **1.23 Purchaser's right to accept any Bid and to reject any or all Bids**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

#### **1.24 Notification of Award**

1.24.1. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.

1.25 **Signing of Contract**

1.25.1. The Purchaser shall send the successful Bidder the Purchase Order.

1.26 **Order Acceptance**

1.26.1. The successful bidder should submit Order acceptance within 14 days from the date of issue of Purchase Order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.

1.26.2. The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

**CHAPTER-2  
SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following are Special Conditions of Contract (SCC)

Special Condition of Contract(SCC)	
	<p>The Purchaser is:</p> <p><b>THE DIRECTOR</b>  <b>CSIR-CENTRAL DRUG RESEARCH INSTITUTE</b>            Sector 10, Jankipuram Vistar LUCKNOW-            226031 U.P.(INDIA)            Tel#:+91-5222772793(Direct) Extn:2482            Email:<a href="mailto:cosp-cdri@cdri.res.in">cosp-cdri@cdri.res.in</a>; <a href="mailto:spo@cdri.res.in">spo@cdri.res.in</a> Website:<a href="http://www.cdri.res.in">www.cdri.res.in</a></p>
	<p>The Final Destination is:</p> <p><b>CSIR-CENTRAL DRUG RESEARCH INSTITUTE</b>            Sector 10, Jankipuram Vistar            LUCKNOW-226031 U.P.(INDIA)</p>
	<p><b>The marking and documentation within and outside the packages shall be marked with Proper paint/indelible ink.</b></p>
(a)	Each package should have a packing list within it detailing the Part No.(s), description, Quantity etc.
(b)	Out side each package, the Contract No., the name and address of the Purchaser and The Final destination should be indicated on all sides and top.
(c)	Each package should be marked as 1/x, 2/x, 3/x ..... x/x, where x is the number of packages contained in the consignment.
(d)	All the sides and top of each package should carry an appropriate indication/label/ stickers indicating the precautions to be taken while handling/storage.
(b)	In case of supplies from abroad, the mode of transportation shall be by <b>Air on FCA/CIP basis</b>
	<p>In case of CIP, Insurance shall be for an amount equal to <b>110% of the C&amp;F value</b> of the contract from –warehouse to warehouse (final destination) on all risk basis including strikes, riots and civil commotion, in addition to storage policy for 60 days is advised so as to ensure the inspection by the Indian Agent at the time of opening the packages.</p>
	<p><b>The method and condition of payment to be made to the Supplier under this Contract shall Be as follows:</b>  <b>Payment of foreign currency portions shall be made in currency of the Contract in the following manner:</b></p>
(a)	<p>1) <b>Hundred (100%)</b> percent of the Contract Price of Goods received shall be paid within Thirty (30) days of receipt of the Goods acceptance by the Purchaser through wire transfer.</p> <p style="text-align: center;">Or</p> <p>2) On Shipment: <b>Eighty (80%)</b> percent of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents.</p> <p>On Acceptance: <b>Twenty (20%)</b> percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods &amp; acceptance certificate Issued by the Purchaser along with the Performance security, if any.</p> <p style="text-align: center;">Or</p> <p>3) On Shipment: 100% percent of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents.</p>

	(b)	All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all Bank charges in India shall be to the account of the opener i.e. purchaser.
	(c)	The LC for 100% value of the contract shall be established to the Indian agent from the FOB/FC value.
	(d)	The LC will be confirmed at the suppliers cost, if requested specifically by the supplier. If LC is requested to be extended/reinstated for reasons not attributable to the purchaser, the charges there of would be to the suppliers' account.
<b>Cancellation of order and Liquidated damage</b>		
	(a)	As time is the essence of the contract, Delivery period mentioned in the Purchase Order Should be strictly adhered to. Otherwise we will have the option to cancel the order.
	(b)	If the supplier fails to supply, install and commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 0.5% of order value per week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier
	(c)	The maximum amount of penalty shall be 10%.
	(d)	The liquidated damages shall be levied on the delivered price of the delayed goods or unperformed services or contract value.
The place of jurisdiction is Lucknow, India.		
<p>For notices, the Purchaser's address is</p> <p>THE DIRECTOR  CSIR-CENTRAL DRUG RESEARCH INSTITUTE  Sector 10, Jankipuram Vistar LUCKNOW-  226031 U.P. (INDIA)  Tel#: 00915222772793 (Direct) Extn: 2482  Email: <a href="mailto:cosp-cdri@cdri.res.in">cosp-cdri@cdri.res.in</a>; Website: <a href="http://www.cdri.res.in">www.cdri.res.in</a></p>		
<b>Bid validity should be at least 90 days</b>		

### CHAPTER3

(To be filled by the bidder and enclosed with the Technical Bid)

#### SCHEDULE OF REQUIREMENT

The Schedule of Requirement must clearly specify the time frame required (Schedule) for delivery of goods and services to be completed by the bidder if the Contract is awarded for the offer /proposal submitted by the bidder in response to this Tender.

**A) Delivery Schedule:**

Sr. No.	Brief Description of Goods And Services	Quantity & Unit	Delivery Schedule

Period of delivery shall start from: \_\_\_\_\_

**B) Term of delivery/ Delivery Term :**

Goods from Abroad	
Goods from India	

**C)**

Place : \_\_\_\_\_

Signature of the Bidder : \_\_\_\_\_

Date : \_\_\_\_\_

**NOTE**

- a) The delivery schedule shall clearly indicate the time period within which the successful bidder must deliver the consignment in full from the date of establishment of LC or from the date of contract etc. It should also indicate separately the time period desired for installation and commissioning of the equipment after arrival of the consignment at the premises of the Purchaser.
- b) The date or period for delivery should be carefully specified, taking into account the implications of delivery Incoterms (CIP, FCA terms—that delivery takes place when goods are delivered to the carriers), and the date prescribed herein from which the delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit etc.).

**CHAPTER 4**  
**SPECIFICATIONS, ALLIED TECHNICAL DETAILS AND SCOPE OF SUPPLY**

**4.1 Specification of: Rifabutin API United States Pharmacopoeia (USP)**

**Qty:- 1Kg**

**4.2 Manufacturer's Inspection Certificate**

After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser reserves the options to be present at the supplier's premises during such Pre-dispatch inspection and testing.

**4.3 Acceptance Test**

The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the goods is received at Purchaser's site in the presence of supplier's representatives, if required. There shall not be any additional charges for carrying out acceptance test.

In the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Purchaser reserve the right to get the item replaced by the Supplier at no extra cost to the Purchaser.

Successful conduct and conclusion of the acceptance test for the goods shall also be the responsibility and at the cost of the Supplier.

**4.4 Delivery Schedule**

**Within 4 weeks from receipt of the Purchase Order or Within 4 Weeks from the date of opening of Letter of Credit (in case of Import).**

**4.5 Commercial evaluation of bid**

The bid will be treated as incomplete if bidder has not quoted for all the components given in scope of supply and the incomplete bid will be rejected. The bidders should also include all incidental services in their quote. The bid will be commercially evaluated for the components in the scope of supply.

**4.6 Technical Qualification Criteria**

The Bidder should have to comply the specification and terms mentioned in Chapter 4. Authorised representative/Indian Agent to submit the Manufacturers' Authorization Form **Annexure-B** with the technical bid.



## CHAPTER5

### FORMAT OF BID/QUOTATION FOR GOODS

*(Bidder should quote in this format however, if quoted in different format, all parameters given below should be covered)*

To be submitted as part of Technical bid

**Note-**

There should not be any mention of cost/price/taxes/duties in the unpriced bid. The prices mentioned in BOQ shall be considered for evaluation and comparison of bids.

Name of Bidder: \_\_\_\_\_

Tender No: \_\_\_\_\_

Tender Date: \_\_\_\_\_

Quotation No. \_\_\_\_\_

Date: \_\_\_\_\_

Quotation Valid upto date: \_\_\_\_\_

Country/Countries of goods: \_\_\_\_\_

Sr. No.	Description of Item	Quantity	Total Amount	currency
1.	<b>Rifabutin API United States Pharmacopoeia (USP)</b>	1 kg.		

TERM	CONDITION
Mode of Shipment	BY AIR
Delivery Term (Use INCOTERM for Import of goods .Kindly mention the name of Airport/port of Shipment along with the incoterm)	
Delivery Schedule	
Period of delivery shall count from	
Port of destination (for import goods)	Delhi, India
Final Destination	CSIR-CDRI, Lucknow, India
Payment Term	
Bank Charges (for import goods)	Inside India to CDRI account and Outside India to beneficiary's account

Bidder may also submit the details of payment terms as per International Commercial Terms

**SIGNATURE OF AUTHORISED PERSON**

**CHAPTER6**

**OTHERSTANDARDFORMS**

<b>Sr. No.</b>	<b>Name of the Form</b>	<b>Annexure</b>
<b>1</b>	<b>Bidder Information Form</b>	<b>A</b>
<b>2</b>	<b>Manufacturers' Authorization Form</b>	<b>B</b>
<b>3</b>	<b>Bid Securing Declaration Form</b>	<b>C</b>
<b>4</b>	<b>Bid Form</b>	<b>D</b>
<b>5</b>	<b>FormatfordeclarationbytheBidderforCodeofIntegrity&amp;conflictofinterest</b>	<b>E</b>
<b>6</b>	<b>SelfCertificationregardingRestrictionsunderRule144(xi) of the General Financial Rules(GFRs)</b>	<b>F</b>

**Bidder Information Form**

(a) [The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done on the letterhead of the firm ]

Date:

[insert date (as day, month and year) of Bid Submission] Tend

erNo:

[insert number from Invitation for bids]

01.	Bidder's Legal Name [insert Bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
04.	Bidder's Year of Registration: [insert Bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
06.	Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
07.	Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1, above.
08	Bidder's Bank Detail for payment

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

**MANUFACTURERS' AUTHORIZATION FORM\***

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation For Bids]*

To *: The Director, CSIR-CDRI, Lucknow.*

**WHEREAS**

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized*

*representative(s) of the Manufacturer]* Name: *[insert complete name(s) of authorized repre*

*sentative(s) of the Manufacturer]* Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**\*(Not required in case the bidder is itself the manufacturer)**

**Bid Securing Declaration Form**

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To: *The Director, CSIR-CDRI, Lucknow.*

I/We. The undersigned, declare that:

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

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

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

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

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

Name: \_\_\_\_\_ (insert complete name of person signing the Bid

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

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

**Bid Form**

[The Bidders shall fill in this Form in accordance with the instructions indicated. No alteration to its format shall be permitted and no substitution shall be accepted.]

Date : [insert date (as day, month and year) of Bid Submission]

Tender No. :

To : Director, CSIR-CDRI, Lucknow

We, the undersigned, declare that:

(a)	We have examined and have no reservation to the Bidding Documents, Pre-Bid Conference, including Addenda No.: [insert the number and issuing date of each Addenda]
(b)	We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedule specified in the Schedule of Requirements the following Goods and Related Services [insert brief description of the Goods and Related Services] as specified in Chapter 4
(c)	The prices are mentioned as per format of Bill of Quantity (BOQ) of this tender.
(e)	Our bid shall be valid for the period of time specified in ITB, from the date fixed for the bid submission due date in accordance with ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period
(f)	The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate—none. || )

(h)	We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
(i)	We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: [insert signature of person whose name and capacity are shown]  
In the capacity of [insert legal capacity of person signing the Bid Submission Form]

Name : [insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

**Format for declaration by the Bidder for Code of Integrity & conflict of interest  
(On the Letter Head of the Bidder)**

No: \_\_\_\_\_

Date \_\_\_\_\_

To,  
*The Director, CSIR-CDRI, Lucknow.*

Sir,

With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ I/We here by declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under ITB of your Tender document and have no conflict of interest.

It is certified that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids / Tender.

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

- a
- b
- c

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

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized Signatory)  
Company Seal

**Self Certification regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs)**

I certify that this bidder is not from such a country which shares a land border with India or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. *[Where applicable, evidence of valid registration by the Competent Authority shall be attached]*

Place:

Date:

Authorised Signatory.

Name:

Company Seal