



CSIR-CENTRAL FOOD TECHNOLOGICAL RESEARCH INSTITUTE
(CSIR-Council of Scientific & Industrial Research)
CHELUVAMBA MANSION
MYSORE-570 020



**TENDER NOTICE FOR RATE CONTRACT FOR SUPPLY OF MEDICINES TO CSIR-CFTRI
HEALTH CENTRE**

A3/COS&P/ARC-Medicine/2018-19

Dt. 6th September 2018

CSIR-CFTRI is one of the constituent laboratories of CSIR, under Ministry of Science & Technology, Government of India, engaged in Research & Development in Food Science & Technology.

Sealed offers are invited on behalf of Director, CSIR-CFTRI, Mysore from reputed **Authorised Stockists/Distributors/Suppliers** situated at **Mysore City** for entering into **Rate Contract for the supply of Medicines to CFTRI Health Center for the year 2018-19 on maximum discount on MRP basis.** (The approx annual value of medicines procured is **Rs. 35.00 Lakhs**)

Important Note:

1. Last date
 - a. For tender submission 24th September 2018 upto 2.30 pm
 - b. Tender opening 24th September 2018 at 03.00pm
2. Tender forms are not being sold separately and the same can be down loaded at free of cost from the website www.cftri.com
3. Tender received through e-Mail or Fax without signature, will not be considered for evaluation.
4. For detailed **Terms & Condition refer Annexure-I**

Section Officer (Stores & Purchase)

CSIR-CFTRI, MYSORE- 570020

e-mail: sosp@cftri.res.in/cosp@cftri.res.in

Phone: 0821-2515440/2515447

Annexure -I

Terms & Conditions

1. The Bidder is required to supply the drug/s requisitioned by the Medical Officer, CFTRI Health Centre on the **same calendar day** after a communication is received by him from the Medical Officer, CFTRI Health Centre by fax or email.
2. The Bidder has to quote the **Discount on MRP** for all categories of DRUGS.
3. **The Bidder is required to supply the drug/s requisitioned by the Medical Officer, CFTRI Health Centre at the shortest possible time after a communication is received by him from the Medical Officer, CFTRI Health Centre by fax or email i.e. if order/intimation is given in the forenoon, medicines have to be supplied latest by 5.00 pm on same day. If order /intimation is given in the afternoon, medicines have to be supplied either on the same day or next day latest by 10.00 a.m without fail.**
4. However, if the required drug/s is/are not available even after trying, the Medical Officer, CFTRI should be contacted immediately for suggesting alternate medicines.
5. The Bidder should ensure that the expiry period of the drug supplied, will not be over within the next three months.
6. **Payment:** The supply of drugs will be made on **Credit Basis** and the bills/claims for the drug/s supplied during the month are required to be submitted by **5th of the following month**. The bills will be processed and payment will be made to the selected firm on e-payment mode (RTGS).
7. **Delivery:** The drug/s are required to be supplied at CFTRI Health Centre at no **extra** cost to the Health Centre and no charges are payable in this regard.
8. **Period:** The contract is initially for a maximum period of one year and is extendable for a further period with mutual consent.
9. **Bid Submission:** The Bidder/s is/are requested to submit their offer in their own letter head neatly typewritten without any cutting or over -writing.

10. **Fall Clause:** The price to be quoted by the Bidder under the rate contract should in no event exceed the lowest price at which the Bidder sells the Drugs of identical description and terms & conditions to any other Organization/Hospital during the currency of CFTRI's Rate contract. If RC holder reduces its price or sells or even offers to sell the same item/s during the currency of the Rate Contract, price will be automatically reduced with immediate effect from that date for all the subsequent supplies under the RC.
11. An undertaking is required to be given stating that the rates offered by them are not more than the rates offered to any other Government Agencies/Institutions/Hospital and the discount offered is not less than discount offered to any other Government Agencies/Institutions/Hospital. In case any such discrepancy is noticed, the bidder shall refund the amount to CFTRI and also Rate Contract is liable to be cancelled.
12. Purchase order/s executed to any other Government Institutions/Organisations must be submitted along with your offer.
13. The RC Holder on receipt of Purchase Order shall check the order for its correctness as per the Terms & Conditions of RC and take up the matter with CSIR-CFTRI, MYSORE for **corrections / amendments if any**, in order to avoid any dispute at a later stage. In case, higher rates have been inadvertently mentioned for any particular item, the RC Holder must inform CSIR-CFTRI, MYSORE about the same and proceed with the supply as per the RC approved rates only.
14. The Bidder should submit valid documentary proof of Sales Tax / valid Drug Licence approved by Competent Authority/GST Registration Number GSTIN and the details of Income Tax registration (PAN).
15. The offer should be sent in a sealed cover with indication on envelope **“Tender for supply of Medicines under R/C against Enquiry No. A3/CFTRI/ARC-Medicine/2018-19 and Due on 24th September 2018, up to 02.30 pm and addressed to Director, CSIR-CENTRAL FOOD TECHNOLOGICAL RESEARCH INSTITUTE, Cheluvamba Mansion, Mysore-570 020, Kind Attn.: Controller of Stores & Purchase on envelope”**.
16. CFTRI is not responsible for any postal/courier delay.

17. Late / delayed or unsigned offers will not be considered at all.
18. In the event of the specified "submission & opening date of tender", being a declared holiday for the Purchaser, the bids will be received and also be opened at the same time i.e due time @ 2.30 p.m and opening time @ 3.00 p.m on the next working day.
19. The Bidder must agree for immediate **free replacement** in case any discrepancy is found with regard to quality/quantity of the medicines to be supplied by them under this Rate Contract.
20. The contract can be terminated by either party by giving one month's notice.
21. The Director, CSIR-CFTRI reserves the right to reject any or all of the offers received without assigning any reason thereof. The contract can be terminated by the **Director, CSIR-CFTRI** at any time without notice for unsatisfactory service.
22. **Arbitration Clause:** The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

In case of dispute or difference arising between the purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the **Indian Arbitration & Conciliation Act, 1996**, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the **Director General, Council of Scientific & Industrial Research (DG, CSIR)** and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

23. The venue of the arbitration shall be the place from where the purchase order or contract is issued.
24. Notwithstanding any reference to arbitration herein,
 - a. The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - b. The purchaser shall pay the supplier any monies due for the supplier.

25. Applicable law: The contract shall be interpreted in accordance with the Union of India and all disputes shall be subject to place of jurisdiction. All disputes subject to Mysore jurisdiction only.

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