



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

FT/S&P/HC/Stock-Medicines/2021-22

12th Aug, 2021

Notice Inviting e-Tender for Procurement of Medicines on Annual Rate Contract

CSIR-CFTRI intend to enter into an **Annual Rate Contract** for procurement of medicines for Employees & Pensioners on **CGHS Price List /Institutional Price List / HPL (Hospital Price List)** for the year **2021-22**. In this regard, it is requested to submit the bid along with the CGHS Price List / Institutional Price List/ HPL signed by competent authority for all the drugs manufactured by the Registered Suppliers.

- The bidder should be the manufacturer of the medicines.
- It is requested to upload the CGHS Price List/Institutional Price List / HPL (In case of Non-CGHS) in PDF Format detailing the Product Name of Drugs, Pharmacological Name, Strength (Potency/ Power) of Medicine, Packing and MRP which is exclusive of all taxes.** Existing GST Rate/Structure & HSN Code should be mentioned. Any change in GST structure /statutory levy will be payable at the time of placement of order. Your offer should be as per the following format for each drug:

SL. No	Name of Medicine (Brand name)	Pharmacological Name of Medicine	Strength (Potency/ Power) of Medicines	Details of Packing	MRP (Exclusive of GST)	CGHS/Hospital Price (Exclusive of GST)	GST		HSN Code	Remarks
							SGST	CGST		

- Names/addresses, Phone Number and e-mail of the Authorized Stockist / Distributor based in Mysore or Bangalore through whom it is intended to supply the medicines to CFTRI Dispensary, Mysore must be mentioned in the quotation.**

4. Price:

4.1 Bidders are requested to quote for CGHS Price List / Institutional Price List/ HPL (In case of Non- CGHS Price) with maximum discount as applicable to Hospitals / PSU's/ Govt. Institute as per enclosed **Price Schedule Form/BOQ**** Please quote the **price on your Price List (Current Financial Year: 2021-2022 only)**. Price list has to be submitted before tender opening.

Notice: ** If Bidder is not able to upload the details in Price Schedule Form /BOQ as uploaded in e-tender, they may upload the **price in PDF format/ Excel format (as per Annexure-B) along with other tender documents**. In the event of any deviation/discrepancy due to any inconvenience in the provided BOQ Form, such deviation will be ignored and the price offered in PDF Format and uploaded by the bidder will be considered. **The BOQ is uploaded only to meet the technical requirements of this CPP Portal. The Price offered in PDF format of our NleT Terms & Conditions will only be considered by CSIR CFTRI .**

4.2 CSIR-CFTRI has been implementing an ERP solution. The Excel Sheet attached is part of the RATE CONTRACT to upload requirements of the One CSIR ERP. Hence, the bidder should submit **soft and hard copy of the price list(Current financial year only)** before the tender opening as per format enclosed at **Annexure -B** separately with all details without fail.

4.3 In case any drug is brought under the DPC Act/Drug Price Control Order of the Government of India, the supplier should pass on the benefit to CSIR-CFTRI.

5. The bidder is requested to supply the medicines/drugs as per the terms & conditions of Purchase Order/s awarded by CSIR-CFTRI.
6. The expiry period of the supplied medicines/drugs should have the **minimum shelf life of 6 months**. Exchange of medicines before and after expiry date should be accepted.
7. The bidder must agree for immediate free replacement in case any discrepancy is found w.r.t quality, quantity & expiry period of the supplied medicines.
8. The bidder should submit valid documentary proof of drug license issued by Competent Authority GST **Registration Number** and the details of Income tax registration (PAN).
9. Purchase Order/s executed on CGHS Price List/Institutional Price List/HPL to any other government institutions/organizations must be submitted/ uploaded along with your offer.

CSIR-CFTRI will award Purchase Order/s to you/your authorized stockist/distributor as per **CGHS Price List/Institutional Price List/ HPL for the year 2021-22** on the terms & conditions as detailed below:

1. The Institute reserves the **right to place order on specific medicines for specific quantities** as and when required.
2. The order should be executed **immediately or on or before 7(Seven) days of the placement of order** by you/your authorized stockist/distributor/s.
3. **Payment:**
 - 3.1 The medicines/drugs should be supplied on credit basis and the bills/invoices for the supplied medicines/drugs will be processed and the payment will be made through electronic payment gateways (RTGS/NEFT).
 - 3.2 All payments due shall be made **within 30 days from the date of supply**, subject to inspection and acceptance of items against the submission of pre-receipted bill/ invoice in triplicate copies which should be duly stamped, sealed & signed by the authorised person. **The firm is expected to furnish the details of their Bank Account, IFSC code GSTIN & PAN Nos., etc in order to enable CSIR-CFTRI, MYSORE to make payments through NEFT / RTGS. The above referred epayment details is mandatory to be printed on the Invoice/Bill.**
4. **Fall Clause:**
 - 4.1 The price to be quoted by the Bidder under the Annual 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 Annual Rate contract. If ARC 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 ARC.
 - 4.2 An **undertaking** is required to be given, stating that the rates offered for drugs of identical description and Terms & Conditions by the bidder/s are not more than the rates offered to any other Government Agencies/Institutions/Hospitals and the discount offered is not less than discount offered to any other Government Agencies/Institutions/Hospitals. In case any such discrepancy is noticed, the bidder shall refund the amount to CFTRI and also the Annual Rate Contract is liable to be cancelled.

5. **Delivery:** The ordered item should be executed preferably within **7 days** of the placement of the order. For supply of specialized medicines/ special prices, the manufacturers are requested to confirm their delivery period for supply of medicines as per Tender/ Purchase Order.
6. The items are required to be supplied to CFTRI Health Centre at **no extra cost** as per the delivery terms of ARC. Items supplied beyond the delivery period will attract imposition of **LD (Liquidated Damage) Clause** as per the procedure i.e., the LD, a sum equivalent to 0.5 (Half) per cent of the prices of any portion of stores delivered late for each week or part thereof of delay. The total Liquidated damages shall not exceed 10 (Ten) per cent of the value of delayed goods.

7. **Code of integrity for Public Procurement:**

- 7.1 The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts.
- 7.2 "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
- 7.3 "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
 - (a) 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.
 - (b) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

- (c) "Conflict of interest": 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; and

7.4 "Obstructive practice": 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 rights of audit or access to information.

8. **Arbitration Clause:**

- 8.1 . The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation in case any disagreement or dispute arising between them in connection with the Rate Contract.
- 8.2 If after twenty one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 8.3 . In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the **Arbitration and Conciliation Act, 1996**. The dispute shall be referred to the **Director General, Council of Scientific and Industrial Research** and if he is unable or unwilling to act, some other person will be appointed by him to act as arbitrator to the sole arbitration. The **award of the arbitrator** so appointed shall be final, conclusive and binding on all parties to this contract/ subsequent orders based on contract.

9. 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.
10. The contract can be terminated by either party by giving one month's notice in advance.
11. The contract can be terminated by the Director, CSIR-CFTRI at any time for unsatisfactory service.
12. The Parallel Contract also can be considered at the discretion of CSIR-CFTRI.
13. The CSIR terms of supply as amended from time to time is applicable.
14. Detailed terms of supply can be seen in CSIR-CFTRI Website www.cftri.res that are also an integral part of this tender for ARC.
15. The Director, CSIR-CFTRI reserves the right to reject any or all of the offers received without assigning any reason thereof.
16. All disputes subject to Mysore jurisdiction only.

Your offer confirming to the above terms & conditions shall be uploaded on www.etenders.gov.in.

Stores & Purchase Officer
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2515440/2515447 e-mail :
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Annexure-B

Price list under Excel Format

1	2	3	4	5	6	7	8	9	10	11	12
Sl.No.	Item Category	Item Subcategory	Catalogue No.	Item Description	Item type	Item Unit	Rate	Discount	Tax1	Tax2	HSN Code

Note:

1. There should no blank rows at all.
2. In column 8 rates should be quoted in xxxx.xx format only. No comma's or special characters should be used.
3. In column 5 i.e. item description should not contain apostrophe
4. All 12 (Twelve) fields must be intact. Where value is nill indicate (Zero) nill.
5. Column 9, 10 & 11 Discount/ GST as percentage – (numerical only)

Important: The Price list has to be submitted separately (both in Excel format & PDF) for each category & brand and the CD/DVD should be labeled accordingly with Name of the Principal (Manufacturer) on the label.

Price list under Excel Format (Sample)

1	2	3	4	5	6	7	8	9	10	11	12
Sl.No.	Item Category	Item Subcategory	Catalogue No.	Item Description	Item type	Item Unit	Rate	Discount	Tax1	Tax2	HSN Code
1	Chemicals	Merck	1.93322.0521	(EDTA) Ethylenediaminetetraacetic acid calcium disodium salt dihydrate for analysis EMPARTA-500 g	Cons	No.	1710.00	10	0	5	29224990
2	Chemicals	Merck	1.93322.5021	(EDTA) Ethylenediaminetetraacetic acid calcium disodium salt dihydrate for analysis EMPARTA-5 kg	Cons	No.	8140.00	10	0	5	29224990
3	Chemicals	Merck	1.93313.0521	(EDTA) Ethylenediaminetetraacetic acid di potassium salt dihydrate for analysis EMPARTA-500 g	Cons	No.	1420.00	10	0	5	29224990

Important: The Price list has to be submitted separately (both in Excel format & PDF) for each category & brand and the CD/DVD should be labeled accordingly with Name of the Principal (Manufacturer) on the label.

