

FT/S&P/HC/2020-21

19th February 2020**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 **2020-21 w.e.f 1st April 2020**. In this regard, it is requested to submit the quotation along with the CGHS Price List / Institutional Price List/ HPL signed by competent authority for all the drugs manufactured by the Registered Suppliers.

- 1) The bidder should be the manufacturer of the medicines.
- 2) **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 will be payable at the time of placement of order. The CGHS Price List/Institutional Price List / HPL should be exclusive of GST payable by CSIR-CFTRI.

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		

- 3) **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) 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.
- 5) 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.
- 6) The bidder is requested to supply the medicines/ drugs as per the terms & conditions of Purchase Order/s awarded by CSIR-CFTRI.
- 7) 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.
- 8) 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.
- 9) The bidder should submit valid documentary proof of **GST Registration Number** and the details of Income tax registration (PAN).
- 10) 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 (2020-21)** on the terms & conditions as detailed below:

- a) The Institute reserves the **right to place order on specific medicines for specific quantities** as and when required.
- b) 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.
- c) **Payment:** 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)** within 15 working days of supply & acceptance of the medicines/drugs.
- d) **Fall Clause:** 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.
- e) 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.
- f) **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.
- g) **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.

- h) The venue of the arbitration shall be the place from where the purchase order or contract is issued.

- i) 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.
- j) The contract can be terminated by either party by giving one month's notice in advance.
- k) The contract can be terminated by the Director, CSIR-CFTRI at any time for unsatisfactory service.
- l) The Parallel Contract also can be considered at the discretion of CSIR-CFTRI.
- m) The CSIR terms of supply as amended from time to time is applicable.
- n) 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 for supply of medicines to CFTRI Health Centre
- o) The Director, CSIR-CFTRI reserves the right to reject any or all of the offers received without assigning any reason thereof.
- o) All disputes subject to Mysore jurisdiction only.

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

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