



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

FT/S&P/HC/Stock-Medicines/2025-26

26th May, 2025

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

CSIR-CFTRI intends 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/Maximum discounted price list** for a period of one year. In this regard, it is requested to submit the bid duly 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 maximum discounted price list) in the given BOQ 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 at the time of supply will be considered by CSIR-CFTRI while making the payment. 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 (inclusive of GST)	CGHS/Hospital Price / Institutional Price list / Maximum discounted Price list (Exclusive of GST)	GST		HSN Code	Remarks
							SGST	CGST		

Notice: ** If a Bidder is not able to upload the details in Price Schedule Form /BOQ as uploaded in e-tender, they may upload the **price bid with above details in PDF format/ Excel format, 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 uploaded by the bidder will be considered.

- 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. 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 be minimum six months from the date of supply, Exchange of medicines nearing 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) , **failing which your offer will be summarily rejected.**
9. Purchase Order/s executed on CGHS Price List/Institutional Price List/HPL/ maximum discounted price to any other government institutions/organizations must be submitted/ uploaded along with your offer.
10. CSIR-CFTRI will place Purchase Order/s with you/your authorized stockiest/distributor as per the Rate Contract issued by CSIR-CFTRI.
11. The Institute reserves the **right to place order for specific medicines for specific quantities** as and when required.
12. The order should be executed **immediately or on or before 15(Fifteen days) of the placement of order** by you/your authorized stockiest/distributor/s.
13. **Payment:**
 - a. 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).
 - b. 100% of PO value shall be paid **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/PFMS. The above referred epayment details is mandatory to be printed on the Invoice/Bill.**

14. Fall Clause:

- a. 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.
 - b. **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.**
- 15. Delivery:** The ordered item should be executed preferably within **15 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.
- 16.** 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 supply.
- 17. Code of integrity for Public Procurement:**
- a. 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.
 - b. "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.
 - c. "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
- (g) "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.

18. Arbitration Clause:

- 18.1 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.
- 18.2 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.
- 18.3 In any dispute or difference arising between the Parties hereto as to the construction interpretation , effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any part against other or in regard to any other matter under these presents but excluding any matters , decisions or determination of which is expressly provided for in this Agreement , such disputes or differences shall be referred to Delhi International Arbitration Centre (DIAC) , Delhi High Court , New Delhi and cost will be applicable as decided by them.

A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 2015, the rules framed thereunder for the time being in force.

- 19 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.
- 20 The contract can be terminated by either party by giving one month's notice in advance.
- 21 The contract can be terminated by the Director, CSIR-CFTRI at any time for unsatisfactory service.
- 22 The Parallel Contract also can be considered at the discretion of CSIR-CFTRI.
- 23 The CSIR terms of supply as amended from time to time is applicable.
- 24 The Director, CSIR-CFTRI reserves the right to reject any or all of the offers received without assigning any reason thereof.
- 25 No EMD / Bid Security & Performance Security is payable.
No Tender document fee is payable.
- 26 All disputes subject to Mysore jurisdiction only.
- 27 Bidders are requested to refer CSIR-CFTRI website www.cftri.res.in for Other **General tender's Terms & condition** which are also an integral part of this tender. [Path: Home Page ➡ Tenders ➡ Standard Tender Document (Scrolling Text)].
- Your offer confirming to the above terms & conditions shall be uploaded on www.etenders.gov.in.

Stores & Purchase Officer
CSIR-CFTRI, Cheluvamba Mansion,
K .R .S. Road, Mysore-570020
Telefax : 0821-2515440 Ph:0821-2515440/2515447
e-mail : cosp@cftri.res.in/sosp@cftri.res.in

CRITICAL DATE SHEET:

A3/S&P/ARC/HC/2025-2026

Sl. No.	Stage	Date & Time
1	Publish Date & Time	27/05/2025 @ 11.00p.m.
2	Seek Clarification Start Date	27/05/2025 @ 11.00p.m.
3	Seek Clarification End Date	29/05/2025 @ 04.00 p.m.
4	Document Download Start Date & Time	27/05/2025 @ 11.00p.m.
5	Bid submission Start Date & Time	29/05/2025 @ 4.00 p.m.
6	Bid submission End Date & Time	19/06/2025 @ 2.00p.m.
7	Bid Opening Date & Time	20/06/2025 @ 2.30p.m.

Format for declaration by the Bidder for code of Integrity & conflict of Interest
(On the Letter Head of the Bidder)

Ref. No: _____

Date: _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender no. _____ Dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned and have no conflict of interest.

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

Declaration on non-availability of offered items in GeM

Ref No:.....

Date:

**To,
The Director,
CSIR-Central Food Technological Research Institute,
Cheluvamba Mansion
MYSORE-570020**

This is to certify that M/s _____ is currently not selling the items offered to your Institute under proposed Rate Contract (RC) on GeM portal either directly by Manufacturer or through duly authorized dealer/distributor of the original Manufacturer*.

Authorised Signatory

Name: _____

Designation: _____

*** If some products of catalogue are offered on GeM for sale by OEM/Authorised dealer, a list of such items must also be furnished or the same must be mentioned/ highlighted/ star marked in the pricelist. Any changes in this regard during currency of RC must be brought into the notice of CSIR-CFTRI by the RC holder to get such items deleted from RC List.**

Annexure- C

Format for declaration by the Bidder on Non-applicability of Exclusion from Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 (on Letter Head of the bidder)

(Ref: - Govt. of India, Ministry of Finance, Dept. of Expenditure Order No. F.No.6/18/2019-PPD dated 23.07.2020 {Public Procurement No.1} and subsequent orders on the subject)

Ref. No: _____ Date _____

**To,
The Director,
CSIR-CFTRI,
Cheluvamba Mansion
Opp. Railway Museum, KRS Road,
Mysuru 570020**

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby undertake that "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Thanking you,

Yours sincerely,

Signature (Name of the Authorized Signatory)

Company Seal

"[Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

BID FORM

(On the letter head of the firm submitting the bid document along with relevant documents evidencing proof of records)

To:

**The Director,
CSIR-CFTRI,
MYSORE-570020**

Ref: Tender No. FT/S&P/ARC/2025-2026 Dt

Sir,

Having examined the bidding documents we, the undersigned, hereby submit the priced bid for supply of goods and services in conformity with the said bidding documents.

We hereby offer to supply the Goods/ Services at the prices and rates mentioned in our price list uploaded in CPP Portal.

We offer the following category of items under Rate Contract and their respective price lists have been uploaded.

SUPPLY OF MEDICINES.

1. Name of the Manufacturer (s) :
2. Make/ Brand (s) :
3. Agreeing for liquidated damages/Penalty clause :
4. Delivery Period (15 days) :
5. Validity Period (One year) :
6. Agreeing for Payment terms :
(i.e. within 30 days of receipt and acceptance of goods)
7. Shelf life/Expiry date (Minimum Six Months) :
8. Manufacturer/ Bidder should enclose: a) GST Registration certificate
b) PAN No.
c) Profile of the firm & Client list

9. Bank details for e-payment:

- a) Name of the Vendor/Account holder.
- b) Name of the Bank and Branch
- c) Bank Account No.
- d) Type of Account
- e) Address of the Branch

5. Supply through (Tick either a or b)

- a) Direct
- b) Authorized dealer: Name:.....
Address.....
Phone No:.....
email id:.....

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in our price list and that we shall perform all the incidental services.

The price quoted are inclusive of all charges net free delivery at CSIR-CFTRI.

We enclose herewith the complete Financial Bid as required by you. This includes Price Schedule Statement of deviations from financial terms and conditions (if any)

We agree to abide by our offer for a period of **one year** from the date of entering into Contract and that we shall remain bound by a communication of acceptance within that time.

We carefully read and understood the terms & conditions of the bid document and we do hereby undertake to supply as per these terms and conditions.

Certified that the bidder is:

A Sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor.

(OR)

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/ by virtue of general power of attorney.

(OR)

A company and the person signing the bid document is the constituted attorney.

(Note: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document)

“We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us”.

Dated this day of2025

Signature of Bidder

Full Address:

Telephone No:

Email:

COMPANY SEAL

Details of enclosures:

Kindly find enclosed check list for submission of documents

CHECK LIST FOR SUBMISSION

- | | |
|--|--------------------------|
| 1. Offer Letter for entering into Rate contract: | <input type="checkbox"/> |
| 2. Price List as applicable is uploaded | <input type="checkbox"/> |
| 3. Copy of GST Registration Certificate and PAN Card | <input type="checkbox"/> |
| 4. Discount offered by the Manufacturer | <input type="checkbox"/> |
| 5. Annexure-B, declaration on non-availability of offered items in GeM | <input type="checkbox"/> |
| 6. Annexure-C, declaration by the bidder on Non-applicability of
Exclusive from Restrictions under Rule 144 (xi) of GFR 2017. | <input type="checkbox"/> |