



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

NOTICE INVITING E-TENDER FOR ANNUAL RATE CONTRACT FOR SUPPLY OF MEDICINE

FT/S&P/HC/Stock-Medicine/2024-25

14th May, 2024

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

Offers are invited on behalf of Director, CSIR-CFTRI, Mysore from reputed **Manufacturers** for entering into **Annual Rate Contract (ARC) for supply of Medicine for the FY 2024-25.(01.07.2024 to 30.06.2025)**

Important Note:

1. Last date

- a. For Tender submission online in etenders.gov.in. upto 02.30 pm (IST) by 4th June 2024.
- b. Tender opening @ 02.30 pm on 5th June 2024

2. Prospective bidders may visit etender.gov.in and also our institute website www.cftri.res.in for detailed Terms & Conditions.

(For CSIR-INDIA)

Stores & Purchase Officer

CSIR-CFTRI, MYSORE- 570020

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

Phone: 0821-2515440/2515447

CRITICAL DATE SHEET

CRITICAL DATE SHEET:

FT/S&P/HC/Stock-Medicine/2024-25

Sl. No.	Stage	Date & Time
1.	Publish Date & Time	15/05/2024@ 06.00p.m.
2.	Document Download Start Date & Time	15/05/2024 @ 06.00p.m.
3.	Seek Clarification Start Date	15/05/2024 @ 6.00 p.m.
4.	Seek Clarification End Date	18/05/2024 @ 2.00p.m.
5.	Bid submission Start Date & Time	18/05/2024 @ 2.30p.m.
6.	Bid submission End Date & Time	04/06/2024 @ 2.00p.m.
7.	Bid Opening Date & Time	05/06/2024 @ 2.30p.m.



FT/S&P/HC/Stock-Medicines/2024-25

14th May, 2024

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 on CGHS Price List /Institutional Price List / HPL (Hospital Price List maximum discounted price list)** for the year **2024-25 (01.07.2024 to 30.06.2025)**. In this regard, it is requested to submit the bid along with the CGHS Price List / Institutional Price List/ HPL for all the drugs manufactured by the manufacturer directly or through 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 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 (inclusive of GST)	CGHS/Hospital Price / Institutional Price list / Maximum discounted Price list (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. Price:

4.1 Bidders are requested to quote for CGHS Price List / Institutional Price List/

HPL (In case of Non- CGHS 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: 2024-2025 only)**.

Price list has to be submitted before tender opening, failing which your bid shall stand rejected.

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 NIEI Terms & Conditions will

only be considered by CSIR CFTRI .

4.2 In case any drug is brought under the DPC Act/Drug Price Control by \

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 placed 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) , **failing which your offer will summarily be 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 award Purchase Order/s to you/your authorized stockist/distributor as per **CGHS Price List/Institutional Price List/HPL/ maximum discounted price for the year 2024-25 on 01.07.2024 to 30.06.2025** the terms & conditions as detailed below:
11. The Institute reserves the **right to place order on specific medicines for specific quantities** as and when required.
12. 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.
13. **Payment:**
 - 13.1 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).
 - 13.2 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/PFMS. The above referred payment details is mandatory to be printed on the Invoice/Bill.**

1. **Fall Clause:**

1.1 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.

1.2 **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 excess amount to CFTRI and also the Annual Rate Contract is liable to be cancelled.**

2. **Delivery:** The ordered item should be executed ordinarily 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.

3. 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.

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

4.1 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.

4.2 “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.

17.3 “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

17.4 “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.

5. Arbitration Clause:

- 5.1 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.
- 5.2 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.
- 5.3 .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.

6. 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.
7. The contract can be terminated by either party by giving one month's notice in advance.
8. The contract can be terminated by the Director, CSIR-CFTRI at any time for unsatisfactory service.
9. The Parallel Contract also can be considered at the discretion of CSIR-CFTRI.
10. The CSIR terms of supply as amended from time to time is applicable.

11. The Director, CSIR-CFTRI reserves the right to reject any or all of the offers received without assigning any reason thereof.
12. No EMD / Bid Security & Performance Security is payable.
No Tender document fee is payable.
13. All disputes subject to Mysore jurisdiction only.
14. Bidders are requested to refer CSIR-CFTRI website www.cftri.res.in for Other **General tender's Terms & condition** which are also an intergral part of this tender. [Path : Home → Page → Tenders → Standard Tender Document]

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,
Mysore570020
Telefax : 0821-2515440
Ph:0821-2515440/2515447 e-
mail:cosp@cftri.res.in/sosp@cftri.res.in

Kindly find enclosed check list for submission of documents

CHECK LIST FOR SUBMISSION

1. Offer Letter for entering into Rate contract:
2. Price List as applicable is uploaded/soft copy/hard copy Submitted prior to tender opening date.
3. Copies of Rate Contract with other Institutions, clients list etc.
4. Copy of GST Registration Certificate and PAN Card
5. Discount offered by the Manufacturer
6. Further discount if any offered by the Authorized Distributor / Dealer in their Letter head
7. Authorization Letter from Manufacturer (Annexure-A) in case of Distributor/Dealer who submits bid / offer against the NIEt
8. Annexure-C, declaration by the bidder on Non-applicability of Exclusive from Restrictions under Rule 144 (xi) of GFR 2017.

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/Filterpapers/2024-2025 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 , soft copy /hard copy submitted prior to tender against your tender opening date as above.

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

LABORATORY CHEMICALS/ GLASSWARES/PLASTICWARES/ FILTER PAPERS.

1. Name of the Manufacturer (s) :
2. Make/ Brand (s) :
3. Agreeing for liquidated damages/Penalty clause
:
4. Delivery Period
:
5. Validity Period :
6. Agreeing for Payment terms :
7. Furnished clients list :
8. Manufacturer/ Bidder should enclose: a) GST Registration certificate
b) PAN No.
c) Profile of the firm & Client list

9. f Dealer, then authorization letter from Manufacturer:
10. Rate contract copies with other Research Institutions.
11. 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
12. a) Agree for delivery @ FOR Mysore :

 b) Agree for delivery @ RC-Hyderabad :

 c) Agree for delivery @ RC-Mumbai :

 d) Agree for delivery @ RC-Lucknow :
13. Discount from Manufacturer (must be mentioned in.....%)
14. Any further discount from dealer (must be mentioned in... %)
15. 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 format notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us”.

Dated this day of2024

**Signature of Bidder
Full Address:**

**Telephone No:
email**

Details of enclosures:

COMPANY SEAL

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

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: *[insert complete name and address of Purchaser]*

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 representative(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]*

Declaration on non-availability of offered specialized R&D 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 specialized R&D consumables offered to your Institute under proposed Rate Contract (RC) are not uploaded on GeM portal by 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, a list of such items (Which are available on GeM) 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]"