



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/S&P/ARC-NSMedicine/2022

Dt: 2nd February, 2022

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.

Sealed offers are invited on behalf of Director, CSIR-CFTRI, Mysore from reputed **Authorised Stockists/Distributors/Suppliers** situated in **Mysore City** for entering into **Annual Rate Contract (ARC)** for supply of **Medicines (Non-stocking) of various brands to CFTRI Health Centre for the year 2021-2022 on maximum discount on MRP basis.** (The approx annual value of medicines procurement is **Rs. 35.00 Lakhs**)

Important Note:

1. Last date
 - a. For tender submission upto 2.30 pm (IST) on 21st February 2022.
 - b. Tender opening @ 03.00pm on 21st February 2022.
2. Tender received through e-mail or Fax without signature, will not be considered for evaluation.
3. Requested to visit our website www.cftri.res.in for detailed Terms & Conditions of our Tender (Refer Annexure-I)

(For CSIR-INDIA)

Controller of 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/s has/have to quote the Discount on MRP for all categories of DRUGS.
2. 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 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 the 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.
3. Each prospective bidder should have outlet/branch in Mysore. The bidders having their HQ outside Mysore and having outlet/ chain of offices in Mysore can also participate in this bidding.
4. 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) should also be provided.
5. However, if the required drug/s is/are not available even after trying, the Medical Officer, CFTRI should be contacted immediately for prescribing alternate medicines for immediate supply.
6. The Bidder should ensure that the expiry period of the drug supplied, will not be over within the next three months.
7. **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 within 30 days and payment will be made to the ARC awarded firm on e-payment mode (RTGS). **TDS (GST) @ 2% will be deducted as per GST Act under Section 51 of GST Act.**
8. **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.

9. **Period:** The contract is initially for a maximum **period of one year** and is extendable for a further specified period with mutual consent.
10. **Bid Submission:** The Bidder/s is/are requested to submit their offer in their own letter head, neatly typewritten/ printed without any cutting or over-writing.
11. **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 to any of their customers, price will automatically be reduced with immediate effect for all the subsequent supplies under the ARC.
12. **An undertaking is required to be given, stating that the rates offered by the bidder/s are not more than the rates offered for the drugs of identical description and Terms & conditions 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.**
13. **Purchase order/s** executed to any other Government Institutions/Organisations must be submitted along with your offer.
14. The ARC Holder on receipt of Purchase Order shall check the order for its correctness as per the Terms & Conditions of ARC 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 ARC Holder must inform CSIR-CFTRI, MYSORE about the same and proceed with supply of medicines as per the ARC approved rates only.
15. The offer should be sent in a sealed cover with indication on envelope **"Tender for supply of Medicines under ARC against Enquiry No. A3/CSIR-CFTRI/ARC-NSMedicines/2021-2022 and Due on 21st February 2022 (Till 02.30 pm); Opening on 21st February 2022 (@ 3.00 pm)** and addressed to **The 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.
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 Annual Rate Contract.
20. The **ARC can be terminated** with notice in case the performance of the Manufacturers/Suppliers/ Authorised Distributor/Dealer is found consistently unsatisfactory or due to the serious lapse on the part of the Manufacturers/Suppliers/ Authorised Distributor/Dealer.
21. This contract can be terminated at any time before the expiry of the period by the **Director, CSIR-CFTRI** without assigning any reasons thereof.
22. In case of emergency, CSIR-CFTRI may purchase the same items under ARC through **ad-hoc/parallel contract** with new suppliers as per procedure.
23. 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.
24. **Arbitration Clause:** The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

In case of dispute or difference arising between the purchaser and the 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 will apply to the arbitration proceedings. The dispute/arbitration will be referred to the **Director General, Council of Scientific & Industrial Research (DG, CSIR)**. The DG, CSIR shall appoint an arbitrator on the advice of LA, CSIR. However, a decision to accept or otherwise, the award of the arbitration as well as any court order shall rest with the DG, CSIR. The award of the arbitrator so appointed will be final, conclusive and binding on all parties i.r.o this Order/Contract.

25. The venue of the arbitration shall be Mysore.

26. Notwithstanding any reference to arbitration herein,

- a. The parties shall continue to perform their respective obligations under the Contract unless any disagreement arises; and
- b. The purchaser shall pay the supplier any monies due for the supply.

27. Applicable Law: The contract shall be interpreted in accordance with the Rules & Regulations of Govt. of India and all disputes shall be subjected to place of jurisdiction. All disputes subject to Mysore jurisdiction only.

(For CSIR-CFTRI)
Controller of Stores & Purchase
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Phone: 0821-2515440/2515447
CSIR-CFTRI, Yadavagiri
MYSORE- 570 020.