



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



**TENDER NOTICE FOR ANNUAL RATE CONTRACT FOR SUPPLY OF MEDICINES TO
CFTRI HEALTH CENTRE**

A3/ARC-Medicine/2019-20

10th December 2019

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 works in Food Science & Technology.

Sealed Offers are invited on behalf of Director, CSIR-CFTRI, Mysore from reputed **Authorised Stockists/Distributors/Suppliers** situated only at **Mysore City** for entering into **Annual Rate Contract (ARC)** for the supply of Medicines (Non-stocking) to **CFTRI Health Centre** for the year 2019-20 on **maximum discount on MRP basis**. (The approx annual value of medicines procured is **Rs. 35.00 Lakhs**)

Important Note:

1. Last date
 - a. For tender submission 24th December 2019 upto 2.30 pm
 - b. Tender opening 24th December 2019 @ 03.00pm
2. For detailed Terms & Condition refer Annexure-I



(For CSIR-INDIA)

Stores & Purchase Officer

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 Medicines/Drugs.
2. The Bidder is required to supply the drug/s requisitioned by the Medical Officers, CFTRI Health Centre at the shortest possible time after a communication is received by him from the Medical Officers, CFTRI Health Centre by phone, 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. The Bidder should ensure that the expiry period of the drug supplied, will not be over within the next six months.
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. Please quote the **Maximum discount on MRP (Current Financial Year only)** as applicable to Government/Public Funded Research Institutes. Discount must be indicated in words as well as in figures. In case of any discrepancy, the **discount offered in words** will only be considered for further process.
6. However, if the required drug/s is/are not available even after trying, the Medical Officers, CFTRI Health Centre, should be contacted immediately for **prescribing alternate medicines** for immediate supply.
7. **Performance Security (PS) of Rs.15,000.00** as per enclosed format should be submitted by the successful bidder for a **period of 14 months.** The successful bidder who will be awarded ARC by CSIR-CFTRI, should submit Order/ARC Acknowledgement along with **prescribed PS within 7 (Seven) working days.** While submitting the bid, the bidder should submit an **undertaking** that the bidder will submit prescribed PS as per tender. Failing to abide, the submitted bids will not be considered. **No Tender document fee is payable.**

8. **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 and payment will be made to the ARC awarded firm on **e-payment mode (NEFT/RTGS)**. **TDS (IT, GST etc) @ 2% will be deducted as per GST Act under Section 51 of GST Act.**
9. **Delivery:** The drug/s are required to be supplied at CFTRI Health Centre at **no extra cost** to CSIR-CFTRI and **no charges are payable** in this regard as per the delivery period of ARC. Medicines /Drugs 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.
10. **Period:** The contract is initially for a maximum **period of one year** and is extendable for a further specified period with mutual consent by both the parties.
11. **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.
12. **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 CSIR-CFTRI's Annual Rate Contract. If the Rate Contract holder reduces its price or sells or even offers to sell the rate contracted goods or services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract will be amended accordingly.
13. An **undertaking** is required to be given, stating that the rates offered 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 CSIR-CFTRI and also the Annual Rate Contract is liable to be cancelled.

14. **Purchase Order/s** executed to any other Government Institutions/Organisations must be submitted along with your offer.
15. 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.
16. 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.
17. The **ARC can be terminated** with One month (30 days) 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.
18. If the service of the ARC holder is found unsatisfactory and not up to the mark, Performance Security will be revoked and appropriate punitive actions will also be initiated against the supplier, such as **deregistering of supplier, suspension of business deals with supplier, debarring them for two years from participating against the tender enquiry** floated by CSIR-CFTRI as per procedure.
19. This contract can be terminated at any time before the expiry of the period of ARC by the **Director, CSIR-CFTRI** without assigning any reason/s thereof.
20. In case of emergency, CSIR-CFTRI may purchase the same items under ARC through **ad-hoc/parallel contract** with new suppliers as per procedure.
21. The Director, CSIR-CFTRI reserves the right to reject any or all of the offers received without assigning any reason/s thereof. The contract can be terminated by the **Director, CSIR-CFTRI** at any time without notice for unsatisfactory service.

22. **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.

23. The venue of the arbitration shall be the place from where the purchase order or contract is issued/awarded.

24. 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.

25. **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.

26. Please visit our website www.cftri.res.in for **General Tenders Terms & Conditions** that are also an integral part of this tender for ARC for supply of non-stocking medicines to CFTRI Health Centre.


10/12/19

(For CSIR-CFTRI)
Stores & Purchase Officer
MYSORE- 570 020.

Kindly find enclosed check list for submission of documents

CHECK LIST FOR SUBMISSION

1. Offer letter for entering into Rate contract for supply of Medicines/Drugs with Maximum Discount offered
2. Performance Security Undertaking
3. Copies of Award of Rate Contract / Purchase order copies with other Govt Institutions/Organization/ Educational Institutions/ Hospitals etc.
4. Copy of GST Registration Certificate, IT Registration (PAN Card)
5. An undertaking letter w.r.t rates and discount offered (As per clause 13)
6. Copy of Drug Licence approved by Competent authority

Ananthram
10/12/19