



## INVITATION FOR BIDS/NIT

Tender No: NAL/PUR/MED/RC/2023-24

February 12, 2024

Dear Sir,

CSIR-National Aerospace Laboratories (CSIR-NAL), Bengaluru is one of the Premier R&D Organizations under the aegis of Council of Scientific & Industrial Research (CSIR), Department of Scientific and Industrial Research (DSIR) Ministry of Science & Technology, Government of India.

CSIR-NAL has a **Health Centre** in its campus manned by proficient Doctors for the healthcare of employees, pensioners & dependents and Students (Research Scholars) in the Lab who are also eligible for medical treatment.

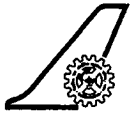
CSIR-NAL intends to enter into an **Annual Rate Contract for Bulk Procurement of Medicines at INSTITUTIONAL PRICE / GOVT. HOSPITAL RATES / CGHS Rates, if applicable.** Hence, **Online Quotations** duly signed by the competent authority are invited from Pharmaceutical Manufacturers for entering into Rate Contract. The Quotations / INSTITUTIONAL PRICE LIST / GOVT. HOSPITAL RATES LIST whichever is lowest for all the products / drugs manufactured including Speciality and Superspeciality products like (Oncology, Rheumatology, Immunology etc), may be submitted.

### **General Terms and conditions:**

- 1. THE VENDORS WHO HAVE ALREADY GIVEN THEIR CONSENT FOR EXTENSION IN THE OLD RATE CONTRACT FOR ANOTHER ONE YEAR, ARE NOT REQUIRED TO PARTICIPATE IN THE TENDER FOR ITEMS ALREADY QUOTED AGAINST NIT NO. NAL/PUR/MED/RC/2022-23 DATED 19<sup>TH</sup> SEPTEMBER 2022.**

**HOWEVER, THEY CAN PARTICIPATE FOR THEIR NEW LIST OF MEDICINES IF ANY, WHICH ARE NOT COVERED UNDER OLD RATE CONTRACT.**

- Bids are invited from manufacturers only for Rate Contract on NDP Basis / Hospital Rate basis for **One Year.**
- The **INSTITUTIONAL PRICE LIST / GOVT. HOSPITAL RATES LIST** has to be submitted in **EXCEL Format** as per "Price Format for Medicines – 2024" attached detailing the **Name of Drugs, Pharmacological Name, Strength (Potency of Medicine), Packing and MRP.** Existing GST Rate/Structure &

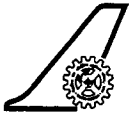


HSN code should be mentioned. Any change in GST structure at the time of supply of Medicines shall be paid by CSIR-NAL.

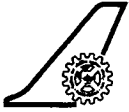
4. The Schedule for Submission and Opening of Quotation is as follows:-

Due Date for Submission of Bid (Online)	07-March-2024
Time	10.00 AM
Due Date for Opening of Bid (Online)	08-March-2024
Time	11.00 AM

5. In case any drug is bought under the DPC Act/Drug Price Control Order of the Government of India, the benefit should be passed to CSIR-NAL.
6. The details of the product name, strength & packing, along with the terms & conditions governing the order and the name/s & addresses of **Three authorized distributors** through whom the Manufacturer intends to have the supplies executed **should be clearly indicated in the bid** and should also furnish the details of the distributors for the speciality products (**Oncology, Rheumatology, Immunology, etc.**)
7. The shelf life of all the drugs/medicines supplied should be **Twelve months from the date of supply**. Exchange of medicines before and after expiry date should be accepted. The details of rate and admissibility of replenishment of medicines on expiry of the shelf life should be furnished. The bidder must agree for immediate free replacement in case any discrepancy is found w.r.t quality/quantity of the supplied medicines. Any discrepancy in quality and / or quantity will be brought to the notice of the Drug Controller Authority.
8. The bidder should submit valid documentary proof of GST Registration and Income tax Registration (PAN).
9. The Prices should be valid for **One Year** from the date of Acceptance of Rate Contract.
10. The Rate Contract Price should be **Special Hospital Rate, as applicable to Central Government Hospitals / Institutional Hospitals**.
11. The Manufacturer should compulsorily stamp on the strip of the Medicines to be supplied for identifying the hospital supplies. The stamping should be **indelible**.
12. The Manufacturers are requested to quote in **single consolidated quotation** for all products from different divisions of the parent pharmaceuticals companies. CSIR-NAL prefers to receive the quotation for speciality and super speciality products (E.g. Oncology, Rheumatology, Immunology etc.), if any from all the companies.



13. The bids, should be complete in all respects should be submitted online. Incomplete bids shall be Summarily rejected. **No offline quotation will be accepted.**
14. The prospective bidders are also requested to refer the “e-Tender instructions to bidders” & e-Tendering with DSC” attached.
15. **Fail Clause:** The Rate Contract shall be guided by the fall clause. If the Rate Contract holder reduces the price or sells or even offers to sell the rate contract goods following conditions of sales similar to those of the Rate Contract to any person or organization during the currency of the RC, the RC prices will be automatically reduced with effect from that date for all the subsequent supplies under the RC and the RC amended accordingly. **An undertaking is required to be given by all the manufacturers that the rates offered by them are not more than the rate offered to any other Government agencies/Institution and the discount offered is not less than the discount offered to any other Government agencies/Institution.** In case any such discrepancy is noticed, they shall refund the amount to CSIR-NAL and also Rate Contract is liable to be cancelled.
16. **Parallel Rate Contract:**
- CSIR-NAL reserves the right to conclude more than one Rate Contract for the same item.
  - The reservation of procurement of certain class of product from certain pharmaceutical agencies of Central Public Sector Enterprise (CPSEs)-will be followed. In case pharma.under CPSEs and their subsidiaries fail to supply the medicines, the Procuring Entity would be at liberty to make purchases from other manufacturers.
17. The Quotations are liable to be rejected, if any of the above conditions are not complied with.
18. The DIRECTOR, CSIR-NAL reserves the right to accept in full or part thereof or cancel the Rate Contract without assigning any reasons whatsoever.
19. Terms of supply as available in CSIR-NAL Website is applicable to this supply.
20. **Placement of orders:**  
CSIR-NAL will award Purchase Order/s on the Manufacturers or their authorized stockist/distributor as per **INSTITUTIONAL PRICE LIST / GOVT. HOSPITAL RATES LIST** on the terms & conditions of the Rate Contract.
- The Institute reserves the **right to place order on specific medicines for specific quantities** as and when required.



**21. Delivery Schedule:**

The Medicines should be supplied **within the delivery schedule mentioned in the Purchase Order, or within 7 Working Days.**

**22. Delivery Term:**

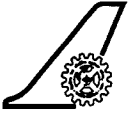
The Medicines / drug/s are required to be delivered on FOR, NAL Stores Bengaluru at no extra cost to NAL and no charges are payable in this regard.

**23. Payment Terms:**

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 30 working days of supply & acceptance of the medicines/drugs.** The bank details and GST Nos. HSN Code should invariably be mentioned in the Invoices/Bills.

**24. Disputes:**

- a) In case of any dispute, efforts will be made to resolve the same amicably. However, the decision of the Director, CSIR- NAL, Bengaluru is final and binding on both the parties.
- b) The purchaser and the supplier shall make every effort to resolve any disagreement or dispute arising between them under or in connection with the contract amicably by direct informal negotiation. If, after twenty one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as herein after 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 the arbitrator. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- c) The dispute settlement mechanism/arbitration proceedings shall be concluded as under:  
If any dispute or difference arises 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 party 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), New Delhi.
- d) Notwithstanding any reference to arbitration herein,
  - The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - The Purchaser shall pay the Supplier any monies due for the Supplier.



25. **All disputes are subject to Bengaluru jurisdiction only.**
26. **Applicable law:** The Contract shall be interpreted in accordance with the Union of India and all disputes shall be subject to place of jurisdiction.
27. **Termination of Contract;**
- a) The Contract can be terminated by either party by giving one month's notice in advance.
  - b) The Contract can be terminated by the Director, CSIR-NAL at any time for unsatisfactory service.
28. The Director, CSIR-NAL reserves the right to reject any or all of the offers received without assigning any reason thereof.

**Stores and Purchase Officer  
For and on behalf of CSIR**

