



वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्  
Council of Scientific & Industrial Research  
राष्ट्रीय वांतरिक्ष प्रयोगशालाएं  
National Aerospace Laboratories

No. NAL/PUR/MED/LPC/2022-23

November 22, 2022

Sir/s,

Online offers are invited on behalf of Director, CSIR-NAL, Bengaluru from reputed **Suppliers/Local Authorized Chemists of Central Govt. Health Scheme** situated at approximately radius of 10 Km or less from NAL Bengaluru for entering into **Rate Contract** for the supply of Medicines to CSIR-NAL Health Center for the year 2022-23 on maximum discount on MRP basis. The approximate expected annual value of medicines to be procured is ₹ One Crore. Tenders to be submitted online through CPP Portal only. If need be the Dealer/supplier has to register and to quote through the Portal.

**Note:**

1. The address for obtaining further information:

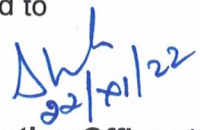
Stores & Purchase Officer  
**CSIR- National Aerospace Laboratories**  
PB No.1779, HAL Airport Road, Kodihalli  
Bengaluru – 560 0 17, Karnataka, India  
Tel # : 080 25086040 / 6041 / 6042  
Fax # : 080 25269611  
Email : [purchasek@nal.res.in](mailto:purchasek@nal.res.in), [spo@nal.res.in](mailto:spo@nal.res.in)

2. The Schedule for Submission of Quotation is as follows:-

	Date	Day	Time in hours (IST)	Venue
Submission of Bid	12-December-2022	Monday	10.00 AM	Detailed as per Sr. No.1
Opening of Bid	13-December-2022	Tuesday	11.00 AM	

3. The contract is initially for a period of **one year** including trial period of 3 months.

4. For further details, the General Terms and Conditions may be referred to

  
**Section Officer (S&P)**  
For and on behalf of CSIR



**General Terms and conditions:**

01. The Bidder has to quote the maximum **Discount on MRP** for all categories of drugs.
02. The Bidder is required to supply the drug/s at the shortest possible time after a communication is received by them from the Chief Medical Officer, CSIR-NAL 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 p.m. on the same day failing which on the next working day by 11.30 a.m. However, if the required drug/s is/are not available even after best efforts by the bidder, the Chief Medical Officer (CMO), CSIR-NAL should be contacted immediately for suggesting alternate medicines.
03. The bidder should inform the CMO in case of supplying different brand of equivalent formulation, potency/strength and quality of the medicine instead of the medicines indented for by the CMO.
04. The drug/s are required to be supplied at CSIR-NAL Health Centre **at no extra cost** to the CSIR-NAL and no charges shall be payable in this regard.
05. The Bidder should ensure that the **drugs supplied, should have shelf life of minimum three months or life of medicine supplied should not have passed more than half of its shelf life at the time of supply as the case may be.**
06. The bidder should agree to provide replacement of medicines that have very close expiry date, despite the best efforts of the Health Centre (HC) to liquidate the stock before expiry.
07. The Bidder must agree for immediate **free replacement** in case any discrepancy is found with regard to quality/quantity of the medicines supplied by them under this Rate Contract.
08. The delivery challan for medicines supplied shall be in the format generated by NAL Health Center on a day-to-day basis and any medicine not supplied should be indicated in the columns against the particular medicine.
09. **Submission of Bids**

The Bidders should submit all the Bid Documents only through e-tender portal of NIC.

- a) Online bids (Complete in all respects) must be uploaded on **<https:etenders.gov.in/eprocure/app>**



- b) In case, the day of bid submission is declared Holiday by the Govt. the next working day will be treated as day for submission of bids. There will be no change in the timings.
- c) Bids NOT submitted as per the specified format will be summarily rejected.
- d) Ambiguous bids will be out rightly rejected.
- e) The offers submitted by fax/email etc. would NOT be considered for evaluation. No correspondence will be entertained on this matter.

**10. Documents to be uploaded along with the Bid**

- a) Bid Submission: The Bidder/s is/are requested to scan and submit/upload their offer on the company letterhead neatly typewritten without any corrections or overwriting.
- b) Copy of the Rate Contract/s executed with any other Government Institutions/ Organizations must be uploaded along with the offer.
- c) The Bidder should submit copies of documents such as, valid Drug License issued by Competent Authority, GST Registration Certificate and the details of Income Tax registration (PAN). The Bidder shall further ensure that their licenses remain valid till the end of the contract period.
- d) Copy of Non conviction certificate from State Drugs Controller or any other officer in the city delegated the powers by it to sign the Drug licenses & Non Conviction Certificate should be uploaded.

**11. Period of Validity of Bids:**

- a) Bids shall remain valid for minimum of **90 days** after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- b) In exceptional circumstances, the Purchaser may solicit the Bidder's consent for extension of the period of validity. The request and the responses thereto shall be made in writing by post, fax or e-mail. A Bidder granting the request will not be required nor permitted to modify its bid.
- c) Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

- 12. Language of Bid:** The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only.

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13. **Duration of Contract:**

- a) The contract will be awarded with a trial period of **Three Months** and the feedback from the CMO regarding promptness and regularity of supplies and adherence to the terms of the contract will be evaluated and the service rendered to the satisfaction will be assessed.
- b) The contract is initially for a period of **one year** including trial period of 3 months.

14. **Payment Terms:**

- a) The supply of drugs will be made on **Credit Basis**
- b) The bidder can submit multiple daily invoices for supply of medicines, The MRP value of the medicines and the discount offered should be indicated separately in each invoice.
- c) The consolidated bills/claims for the drug/s supplied during the month will be processed in the following month and payment will be made to the selected firm on e-payment mode (RTGS) within 30 days  
**TDS on GST @ 2% on the basic cost of the invoice will be deducted at the time of making payment.**

15. Late / delayed or unsigned offers will not be considered under any circumstances.

16. The chemist shop/outlet should be in existence continuously for at least last two financial years (copy of licenses held for last two years have to be scanned and uploaded on the e-tender module). The chemist shop/establishment should be situated within 10 Km radius of the city or the Municipal limits of the city, whichever is applicable (but preferably within 5 Km Radius) of CSIR-NAL.

17. The Director, CSIR-NAL reserves the right to reject any or all of the offers received without assigning any reason thereof.

18. **Fall Clause:** The price to be quoted by the Bidder under the 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 during the currency of Rate contract with CSIR-NAL.** If the RC 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 from that date for all the subsequent supplies under the RC.

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19. **An undertaking** is required to be given by the bidder on their company letterhead stating that the rates offered by them are not more than the rates offered to any other Government Agencies/Institutions and the discount offered is not less than the discount offered to any other Government Agencies/ Institutions. In case any such discrepancy is noticed, the bidder shall refund the amount to CSIR-NAL and also the Rate Contract is liable to be **cancelled**.
20. All terms of pre and post tender of CSIR Manual on Procurement of Goods – 2019 amended from time to time is applicable, which is available on CSIR-NAL Website.
21. **Award of Contract: The Rate contract shall be awarded to the successful Bidder whose bid has been determined to be substantially responsive and have offered maximum discount on the MRP. Parallel Rate Contract may also be entered in case the capacity of the selected supplier is not to our satisfaction to supply the required volume/rate/unable to deliver.**
22. **Termination for Default**
- a) CSIR-NAL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part:
- i. If the supplier fails to provide any or all of the services within the period(s) specified in the contract.
  - ii. If the supplier fails to perform any other obligation(s) under the contract.
  - iii. If the supplier is found to be, engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- b) The contract can be terminated by either party by giving **one month's** notice.

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