



INVITATION FOR BIDS/NIT

Tender No: NAL/PUR/MED/RC/2018-2019

Dated: June 28, 2018

Dear Sir,

CSIR-National Aerospace Laboratories (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.

The Laboratories 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.

In order to ensure transparency, continuity and uniformity in the procurement of medicines as per Government of India instructions together with benefit to all the stakeholders, we intend to enter into an **Annual Rate Contract for procurement of medicines at INSTITUTIONAL PRICE / GOVT. HOSPITAL RATES, CGHS Rates (if applicable)**. Hence we request you to submit your Rate Contract quotation duly signed by the competent authority along with the INSTITUTIONAL PRICE LIST / GOVT. HOSPITAL RATES LIST whichever is lowest for all the products / drugs manufactured by you including speciality and superspeciality products like (Oncology, Rheumatology, Immunology etc.) with the following terms & conditions: -

I. General Terms and conditions:

- 1) The bidder should be the manufacturer of the medicines.
- 2) The INSTITUTIONAL PRICE LIST / GOVT. HOSPITAL RATES LIST has to be submitted in **EXCEL Format** as per "Price Format for Medicines - 2018" attached detailing the **Name of Drugs, Pharmacological Name, Strength (Potency 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 will be payable at the time of placement of order. The INSTITUTIONAL PRICE LIST / GOVT. HOSPITAL RATES List should be exclusive of GST payable by CSIR-NAL.
- 3) The Schedule for Submission of Quotation is as follows:-

Submission of Bid (Online)	30 th July 2018
Time	10.00 IST
Opening of Bid (Online)	31 st July 2018
Time	11.00 IST
- 4) 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.

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- 5) 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 specialty products (**Oncology, Rheumatology, Immunology, etc.**)
- 6) The shelf life of all the drugs/medicines supplied should be **Six 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 **along with the catalogue indicating the compositions of medicines 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 & quantity will be brought to the notice of the Drug Controller Authority.
- 7) The bidder should submit valid documentary proof of GST Registration and Income tax Registration (PAN).
- 8) The Prices should be valid for **Two Years** from the date of Acceptance of Rate Contract.
- 9) The Rate Contract Price should be **Special Hospital Rate, as applicable to Central Government Hospitals / Institutional Hospitals**.
- 10) The Manufacturer should stamp the supplied medicines strips for identifying the hospital supplies.
- 11) 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.
- 12) The bids should be complete in all respects and incomplete bids shall be summarily rejected. **No offline quotation will be accepted.**
- 13) Bidders who have submitted online quotation are requested to submit hard copy of their quotation on or before 10th August 2018 to the address mentioned below :-

Stores & Purchase Officer
CSIR-National Aerospace Laboratories
Old Airport Road, Kodihalli
Bengaluru - 560017
TelePhone; 080-25086041/42, Fax: 080-25269611
Email: purchasek@nal.res.in

Without submitting online quotation, no offline quotation will be accepted. The prospective bidders are also requested to refer the "e-Tender instructions to bidders" & e-Tendering with DSC" attached. Further, it is requested that a soft copy of the complete offer, preferably in MS Excel format may also be sent by email to mahesh_r@nal.res.in and spo@nal.res.in.

14) **Fall Clause:**

The Rate Contract shall be guided by the fall clause. This means that if the Rate Contract holder reduces its

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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 the 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.

15) Parallel Rate Contract:

- a) CSIR-NAL reserves the right to conclude more than one Rate Contract for the same item and has the option to re-negotiate the prices with the RC holders.
- b) The reservation of procurement of certain class of product from certain pharmaceutical agencies of CPSEs will be followed. In case pharma CPSEs and their subsidiaries fail to supply the medicines, the procuring Entity would be at liberty to make purchases from other manufacturers.

16) The Quotations are liable to be rejected, if any of the above conditions are not complied with.

17) The DIRECTOR, CSIR-NAL reserves the right to accept in full or part thereof or cancel the Rate Contract without assigning any reasons whatsoever.

II. Others

1) Placement of orders:

CSIR-NAL will award purchase order/s to you/your authorized stockist/distributor as per **INSTITUTIONAL PRICE LIST / GOVT. HOSPITAL RATES LIST** on the terms & conditions as detailed below:

The Institute reserves the **right to place order on specific medicines for specific quantities** as and when required.

2) Delivery Schedule:

The order should be executed **within 7(Seven) working days of the placement of order** by you/your authorized stockist/distributor/s

3) 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. should invariably be mentioned in the Invoices/Bills.

4) Delivery Term:

The drug/s are required to be delivered at CSIR-NAL Health Centre at no extra cost to NAL and no charges are payable in this regard. Delivery is **FOR, NAL Stores, Bengaluru - 560017.**

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5) 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:
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 thereunder 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, it shall be referred 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.
- d) The venue of the arbitration shall be the place from where the purchase order or contract is issued.
- e) 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.
- f) Applicable law: The contract shall be interpreted in accordance with the Union of India and all disputes shall be subject to place of jurisdiction.
- g) The contract can be terminated by either party by giving one month's notice in advance.
- l) The contract can be terminated by the Director, CSIR-NAL at any time for unsatisfactory service.
- h) The Director, CSIR-NAL reserves the right to reject any or all of the offers received without assigning any reason thereof.
- i) All disputes are subject to Bengaluru jurisdiction only.

The bids conforming to the above terms & conditions shall be uploaded on www.etenders.gov.in

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28/06/18
SECTION OFFICER (S & P)



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SCHEDULE CUM CRITICAL DATE SHEET

1	Name of Organization	CSIR-National Aerospace Laboratories, Bengaluru	
2	Tender Reference No	NAL/PUR/MED/RC/2018-19 dated 28-June-2018	
3	Tender Type (Open/Limited/EOI/Auction/Single)	Open	
4	Type/Form of Contract (Work / Supply / Auction / Service / Buy / Empanelment / Sell)	Supply	
5	No of Covers (One/Two/Three/Four)	One	
6	Tender Category (Services/Goods/Works)	Medicines	
7	Allow Resubmission (Only in online mode within scheduled period)	Yes	
8	Allow Withdrawal (Only in online mode within scheduled period)	Yes	
9	Allow Offline Submission	No	
10	Work Item Title	Rate Contract for Medicines	
11	Work Description	Rate Contract for Medicines	
12	Delivery Schedule	7 Days	
13	Product Category (Civil Works / Electrical Works / Fleet Management / Computer Systems)		
14	Is Multi Currency Allowed	Yes	
15	a) Tender Publishing Date -	28-June-2018	1855 Hrs
	b) Document Download Start Date-	29-June-2018	0930 Hrs
	c) Bid Submission Start Date	29-June-2018	0930 Hrs
	d) Bid Submission End Date-	30-July-2018	1000 Hrs
	e) Bid Opening Date-	31-July-2018	1100 Hrs
16	Bid Validity Days	90 days	
17	Address for communication	Stores and Purchase Officer CSIR-National Aerospace Laboratories, HAL Airport Road, Kodihalli, Bengaluru - 560017	
18	Inviting Officer	Director, CSIR-NAL	
19	Contact No	25086040, 25086041	
20	E-mail Address	spo@nal.res.in /purchasek@nal.res.in	
21	Tender Terms & Conditions & Instruction for online bid submission	Invitation for bids / NIT	

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SECTION OFFICER (S & P)