

सी एस आई आर-भारतीय रासायनिक प्रौद्योगिकी संस्थान (आई आई सी टी) (वैज्ञानिकतथाऔद्योगिकअनुसंधानपरिषद)

हैदराबाद -५०००७ -तेलंगाना

CSIR - INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY (IICT) (COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH) HYDERABAD - 500007, TELANGANA, INDIA

Telephone: 91-40-27191241

e-mail: spodk@iict.res.in; csiriicthyd@csiriict.in वेबसाईट/website:www.iictindia.org

No.PUR/IICT/RC-MEDICINES/2023-2024

24.08.2023

NOTICE INVITING TENDER

Sub: Conclusion of Rate Contract for procurement of Medicines, Hospital / Clinical Consumables, diagnostic kits / consumables & allied items on Govt. Department / Institutions under Institutional Price / Hospital Price / Special Rate Contract.

CSIR-INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY (CSIR-IICT), Hyderabad is one of the R&D Organization under the aegis of Council of Scientific and Industrial Research (CSIR), Ministry of Science & Technology, Government of India.

We have a Dispensary in our Institute manned by proficient Doctors, who cater to the basic medical requirement of the employees & their dependents and the pensioners for which, there is huge requirement of medicines. We have an outpatient facility equipped with basic diagnostic instruments line semi automatic analyzer, fully automatic analyzer, Hematology analyzer, electrolyte analyzer etc., for which we require diagnostic kits, reagents and other consumables also. We are also staffed with a nurse and have facility to extend basic nursing case for which we require consumables like syringes, gloves etc.,

We, therefore, intend to conclude Rate Contract for procurement of medicines, diagnostic kit etc., as stated above, on Institutional Price / Hospital Price / Special Rate Contract. The Rate Contract will be valid upto 30.06.2024. The contract can be extended for a period of one more year by mutual consent subject to the fall clause.

The dealer should be located preferably in and around Hyderabad in order to expedite the delivery and other related services regarding supply etc., of ordered medicines.

Therefore, it is requested to submit a copy of the hospital price list / institutional price list of the MEDICINES, HOSPITAL / CLINICAL CONSUMABLES, DIAGNOSTIC CONSUMABLES & ALLIED ITEMS in the entire range of your production /marketing so as to enable us procure the same as and when required during the validity of the contract.

The Director, CSIR-IICT reserves the right to accept or reject any or all tenders either in part or in full or to split the order without assigning any reasons thereof.

The bids must be submitted through email: spodk@iict.res.in; csiriicthyd@csiriict.in / hard copy (in original) of the bid on or before 1/09/2023 upto 12.30 P.M and the same shall be opened / (submitted to TOC for authentication) on 1/09/2023 at 2.30 P.M. The bids should be addressed to "The Director, CSIR-IICT", Uppal Road, Hyderabad – 500 007 and to be delivered at the following address.

The Controller of Stores and Purchase CSIR-INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY Uppal Road, Hyderabad – 500 007, India.

Tel: 0091 40 27191246/ 27191241,

e-mail: spodk@iict.res.in; csiriicthyd@csiriict.in

25.8. (Dharmendra Kumar)

Controller of Stores and Purchase

Dated: 24.08.2023

General Terms & Conditions

- 1. The bidder should be (a) manufacturer of the item having WHO GMP Certified Manufacturing unit or Certificate of Pharmaceutical Products (COPP) in India (for medicines and generic medicines) or (b) direct importer holding valid license or (c) the authorized distributor / dealer to the manufacturer
- 2. The bids are invited from local suppliers as per Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry Order No.P-45021/2/2017-PP (BE-II) dated 04 June 2020

Class – I Local supplier – whose goods offered for procurement has local content equal to or more than 50% as defined below:

Class – II Local supplier – whose goods offered for procurement has local content more than 20% but less than 50% as defined below:

Local content: Means the amount of value added in India, which shall, unless otherwise prescribed by Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

The above bidders are required to indicate percentage of local content and provide self certification the items offered meet the local content requirement for Class –I Local Supplier /Class – II Local Supplier as the case may be. Further the bidders shall also give details of the location(s) at which the local value addition is made.

False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules 2017 for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

A supplier who has been debarred by any procuring entity **for violation of above cited order** shall not be eligible for preference **under above Order** for procurement by any other procuring entity for the duration of the debarment.

- 3. Requirement of Registration (Order No. F.No.6/18/2019-PPD dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Government of India refers)
 - a. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority i.e Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.
- b. "Bidder" (including the term 'tenderer',' consultant' or' service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidder stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

c.Bidder from a country which shares a land border with India " for the purpose of above order/ this tender means:-

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

- d) An entity whose beneficial owner is situated in such a country: or
- e) An Indian (Or other) agent of such an entity or
- f) A natural Person who is a citizen of such a country; or
- g) A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- d. The Beneficial owner for the purpose of (iii) above will be as under:
 - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation-
 - a. 'Controlling ownership interest' means ownership of or entitlement to more than twenty five per cent of shares or capital or profits of the company;
 - b. "Control' Shall include the right to appoint majority of the directors or to control the management or Policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or Profits of the partnership;
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or Profits of such association or body of individuals.
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 6. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
 - 7. Further the following certificate has to be submitted by the bidder
 - "I have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered."

Date: (Name & Signature of bidder)

(Where applicable, evidence of valid registrations by the competent Authority shall be attached)

- 4. If a bidder is authorized dealer / distributor for more than one manufacturer, the relevant authorization and price lists should be attached as file (as per Annexure-I manufacturer's authorization form enclosed)
- 5. The manufacturer / authorized dealer / distributor who stands blacklisted / banned debarred on the ground of conviction by court of law or the products being found spurious or adulterated by any other State /Central Government or its agencies shall not be eligible to participate in the bid.
- 6. In case of the product / item is to be supplied through any authorized distributor (s) the following documents should be enclosed with the offer.
 - a) Authorization of the manufacturer for the Contract Period.
 - b) Attested certificate that they have the valid license to engage in sale of drugs under the relevant rules / acts prevailing in Hyderabad.

- c) Attested copy of GST / PAN / Certified copies of IT return.
- 7. Certificate that they agree to follow all other terms and conditions of this tender document.
- 8. The Price should indicate NDP / MRP along with the discounted Hospital Rate being offered to this Institute.
- 9. The price list detailing the Product Name, Name of the Drug, Pharmacology Name, Packing, special Hospital Rate/Institutional Rate, the MRP / NDP which is exclusive of all taxes along with other terms & conditions governing the supply and name(s) & addresses of the authorized distributors through whom the supplies are proposed to be executed should be submitted as stated above. A letter authorizing the stockiest, with their name, address, phone number & Email ID by the manufacturer should also be submitted.
- 10. The price list is to be submitted for the entire range of the products manufactured / traded (for all divisions).
- 11. It may be noted that the Rate Contract shall be concluded on a *fixed price basis which* would be valid during the currency of the contract without any firm commitment on our part for assuring any minimum quantum of business. The Price should indicate NDP / MRP along with the discounted Hospital Rate being offered to this Institute.
- 12. The bidders covered under Pharmaceutical CPSEs in accordance with the Ministry of Finance, Department of Expenditure instructions in respect of the Pharmaceuticals Purchase Policy should submit their bids accordingly.
- 13. The offer should be based on free delivery at CSIR-IICT Stores otherwise it will not be considered.
- 14. The Bidder must agree for immediate free replacement in case any discrepancy is found with regard to quality/quantity of the material to be supplied by them under this Rate contract.
- 15. Medicines covered under Drug & Price Control (DPCO) should be supplied at the rate fixed by National Pharmaceutical Pricing Authority (NPPA) rates minus maximum discount possible to be acceptable to the competent authority.
- 16. The basic rate for calculation of discount should be clearly mentioned. If in future there is downward revision in such basic rates due to any reason including the revision / addition of items in the DPCO, the benefit should be automatically passed on to CSIR-IICT. Any failure to do so would attract action for recovery of the additional amount paid, if any, by the Institute; and it may lead to blacklisting of the supplier for any future transactions.
- 17. Fall Clause: The price to be quoted (Price as indicated in the price list less discount plus taxes and duty if applicable) by the Bidders under the rate contract should in no event exceed the lowest price at which the Bidders sells the stores of identical description to any other organization during the currency of rate contract. If R/C 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 with effect from that date for all the subsequent supplies under the R/C.
- 18. 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/Institutions. The material will not be supplied by the vendor less than the Rate Contract prices to any other Govt. Institution. If the same is found, the proportionate recoveries will be made.
- 19. In case any such discrepancy is noticed they shall refund the amount to CSIR IICT and also Rate Contract is liable to be cancelled.
- 20. The Rate contract can be terminated without any notice in case the performance of the Bidders is found consistently unsatisfactory or due to the serious lapse on the part of the Bidders.
- 21. In case of emergency, CSIR-IICT may purchase the same item through adhoc contract with a new supplier.

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- 22. Arbitration clause: Any difference / dispute arising out of the resultant contract shall be referred to **Delhi International Arbitration Centre (DIAC)**, **Delhi High Court New Delhi**.
- 23. Late delivery The material must be supplied within stipulated period/validity of supply date. In case of delay in supply from the side of supplier, a penalty of 0.5% per week of order value may be charged for the delayed period subject to maximum of 10%. Beyond this the Supply Order is liable to be treated as cancelled. It may however be noted that Force Majeure clause is acceptable to us. Extension of delivery schedule shall be considered only under exceptional circumstances and upon a written request from the Firm. LD shall not apply in case the extension is approved by the Competent Authority.
- 24. The vendor and/or the CSIR IICT are entitled to withdraw/cancel the Rate Contract by serving an appropriate notice on each other normally by giving 30 (thirty) days time.
- 25. Conditional tender shall not be accepted
- 26. Parallel Rate Contracts: The CSIR IICT reserves the right to conclude one or more than one rate contract for the same item.
- 27. An undertaking must be submitted by the bidder, with the tender document, that the product offered for rate contract are not uploaded on GeM portal. If some products of catalogue are offered on GeM, a list of such items (which are available on GeM) must also be furnished with the tender or the same must be mentioned/highlighted/star marked in the pricelist. Incase of such products / items offered under the RC are made available on GEM by the supplier /OEM, it will be the responsibility of the concerned RC holders to inform CSIR –IICT about the same so as to discontinue such item from the RC. Any failure to do so will be the sole responsibility of the supplier and appropriate action in this regard will be taken against such RC holder / party.

II. Documents to be Submitted

The following documents need to be enclosed along with your bid to consider the bid for award of Rate Contract.

- 1. Documentary evidence for the constitution of the Company / firm such as Memorandum and Articles of Association, Partnership deed etc., with details of Name, Address, Telephone Numbers, Fax Numbers, email address of the firm and of the Managing Director / partner / Proprietor.
- 2. Documentary evidence/attested copy of the valid license for the products quoted (in case of manufacturer). (In terms of Clause No. 1, 2, 3 of the General Terms and Conditions).
- 3. Latest GST Registration certificate.
- 4. Under taking on company's letter head that the manufacturer has not been blacklisted and any of the products offered has not been declared as not of standard quality during the last two years.
- 5. Attested Copy of the PAN issued by the Income Tax Department.
- 6. The Bidders will have to confirm in writing in their offer that all the terms and conditions mentioned above are acceptable to them.
- 7. An undertaking with regard to Clause No. 3(d) (7) i.e. land border restrictions on company's letter head
- 8. An undertaking with regard to Clause No. 18 on company's letter head.
- 9. Manufacturer's authorization form as per Annexure-I
- 10.Bid Form, Annexure-B along with price list and catalogue.
- 11.Bid Security Declaration (format attached)
- 12. Certificate for Class I and Class II Local suppliers.
- 13. Declaration for Code of Integrity and Conflict of interest.
- 14.RTGS/Bank details of the firm.
- 15. Undertaking with regards to availability/non-availability of material on GEM with regard to clause 27 on company's letter head.

III. Terms of supply

1. All supplies will be scheduled for the period from the date of acceptance till the completion of the Rate Contract in installments, as may be stipulated in the Purchase Order. The supplied medicines and Drugs (covered in Schedule P of Drugs & Cosmetics Act) should have a maximum potency throughout the shelf life period as prescribed in the Drugs & Cosmetics Act 1940 and rules there under. All other items of drugs and medicines should have a shelf life period of minimum 2 years from the date of manufacture. All drugs supplied should have at least a minimum of 12 months shelf life of the drug supplied at the time of receipt of supply at consignee end.

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- 2. The supply should be completed within 30 days from the date of purchase order.
- 3. The supplier may continue the supply of unexecuted quantity after the 45th day, however liquidated damages of the tender conditions, will be levied on the quantity supplied after the 30th day. However, no supplies will be normally accepted after 5PM of 30th day from the date of issue of the purchase order.
- 4. The supplier shall complete the earlier purchase order before commencing the supply of subsequent purchase orders. In case of non-execution, CSIR IICT reserves the right to place purchase order (partially/ fully) on alternate source at the risk and cost of the defaulting bidder.
- 5. The supplier should try to supply the product which is not older than 60 days. In case, the product supplied is older than 60 days (i.e. received after 60 days from the date of manufacture) and the product is not consumed before its expiry, expired quantity with fresh stock of longer shelf life will be replenished by the supplier, otherwise the expired product will be returned to the supplier and the value equal to the cost of expired quantity will be recovered.
- 6. All medicines supplied under the Rate Contract should be properly stamped "For IICT Dispensary only".
- 7. Exchange of medicines and consumables before and after expiry date should be accepted.
- 8. Payment will be made only after the receipt of material in our stores in good condition. Payment will be made directly to the suppliers by e-payment mode (RTGS/NEFT). Minimum credit period is 30 days.
- 9. During the rate contract period, any time bonded special offer introduced by manufacturer/supplier must be offered to CSIR- IICT also and same should be intimated in advance. However, CSIR IICT will have the right to avail the offer or not.
- 10. The supplier will have to supply the ordered material under this rate contract within 30 days of placement of Purchase Order in full quantity, part supplies will not be accepted otherwise order can be cancelled and further action as deemed proper can also be taken.
- 11. Parallel Rate contract for similar items can be placed at any time during the period of rate contract with one or more parties.
- 12. All supplied items must have maximum shelf life / expiry date. Items supplied with shorter than 1 year expiry period is likely to be rejected.

IV. The Price List

- 1. It may be ensured that the Price list is submitted for the entire range of the Products manufactured / imported by you confirming to GMP etc., norms as required under act.
- 2. The offer should be all inclusive of all applicable taxes. However, the applicable Taxes shall be separately indicated. It should clearly indicate the percentage of discount on the basic rate being offered for each / each range of product. The final price offered should also be clearly mentioned. The discount offered should be maximum to be acceptable to the Competent Authority.
- 3. It is requested to furnish details of rate and admissibility of replenishment of medicines on expiry of the shelf life along with the catalogue indicating the compositions of medicines.

It is requested that your offer conforming to the above requirements may kindly be submitted in original at the following address on or before 01/09/2023 (upto 2.30 p.m.) for our consideration

To
The Controller of Stores & Purchase
CSIR-Indian Institute of Chemical Technology,
Tarnaka, Uppal Road, Hyderabad – 500 007, India.
Tel: 0091 40 27191246/ 27191241,
e-mail: spodk@iict.res.in; csiriicthyd@csiriict.in



MANUFACTURERS' AUTHORIZATION FORM (to be enclosed by authorized dealer / distributor of Manufacturer)

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Date: [insert date (as day, month and year) of Bid Submission] Tender No.: [insert number from Invitation For Bids] To: [insert complete name and address of Purchaser] **WHEREAS** We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract. We hereby extend our full guarantee and warranty with respect to the Goods offered by the above firm. Signed: [insert signature(s) of authorized representative(s) of the Manufacturer] Name: [insert complete name(s) of authorized representative(s) of the Manufacturer] Title: [insert title] Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder] Dated on [insert date of day of signing]

ANNEXURE 'B'

To

The Director, CSIR – Indian Institute of Chemical Technology Tarnaka, Uppal Road, HYDERABAD.

Ref.No.PUR/IICT/RC-MEDICINES/2023-2024

14. a)Discount from Manufacturer

b)Any further discount from dealer

Sir.

Having examined the bidding documents we, the undersigned, hereby submit the priced bid for supply of goods and services in conformity with the said bidding documents.

We offer the following category of items under Rate Contract and their respective price lists have been attached. We also confirm that the price list attached is on Net Dealer Price only.

We hereby offer to supply the Goods at the prices and rates mentioned in our price list/CD/DVD. 1. Name of the Manufacturer(s) 2. Make / Brand(s) 3. Agreeing for liquidated damages / Penalty clause : YES / NO 4. Delivery Period: 5. Validity Period: 100% on Bill basis within 6. Agreeing for Payment terms: 30 days after satisfactory receipt of material in good condition Furnished Clients list: 8. Manufacturer/ Bidder should enclose: A. GST Registration Certificate B. PAN No. C. Profile of the firm & Client list 9. Compliance with National/International Standards 10. If Dealer, then authorization letter from Manufacturer. 11. Rate contract copies with other Research Institutions. 12. Bank Details for e-payment. Name of the Vendor /Account holder: a) Name of the Bank and Branch: b) Bank Account No: c) d) Type of Account: Address of the Branch 13. a) Agree for free delivery at CSIR-IICT, Stores YES / NO

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	a) Direct	
	b) Authorized of	lealer: Name
	Add	dress
		Phone No
		e-mail
A.		take that, in the event of acceptance of our bid, the supply of I be made as stipulated in our price list and that we shall
	perform an the mela	Sittal Sci vices.
В.	The prices quoted ar Hyderabad	e inclusive of all charges net for Free delivery at CSIR - IICT,
C.		by our offer for a period of 120 days from the date fixed for ocuments and that we shall remain bound by a communication that time.
Hat the not properly D.		read and understood the terms and conditions of the bid hereby undertake to supply as per these terms and conditions. der is:
	oroprietorship firm and of sole proprietor.	d the person signing the bid document is the sole proprietor / constituted (OR)
authority	to refer to arbitration	erson signing the bid document is a partner of the firm and he has disputes concerning the business of the partnership by virtue of the ne of general power of attorney.
		(OR)
A compa	any and the person sig	ning the bid document is the constituted attorney.
(NOTE: Delete		licable. All corrections / deletions should invariably be duly attested
	= = = = = = = = = = = = = = = = = = = =	a format notification of award, this bid, together with your written binding contract between us.
Dated t	hisday of	2023
		Signature of Bidder
Details	of enclosures	Full Address :
		Telephone No. :
		e-mail :
		COMPANY SEAL :

Bid-Securing Declaration

	Date:
	Bid No
To (insert complete name and address of the	purchaser)
I/We, The undersigned, declare that:	
I/We understand that, according to your e Securing Declaration.	conditions, bids must be supported by a Bid
	from bidding for any contract with you for a fication, if I am/we are in a breach of any se I/We,
bid during the period of bid validity s (b) having been notified of the acceptant period of bid validity (i) fail or reuse	impairs or derogates from the tender, my/our specified in the form of bid; or nee of our Bid by the purchaser during the to execute the contract, if required, or (ii) fail a Security, in accordance with the Instructions
	ion shall cease to be valid if I /We is/are not the receipt of your notification of the name of the expiration of the validity of my/our bid.
Signed: (insert signature of person whose na (insert legal capacity of person signing the Bi	ame and capacity are shown) in the capacity of id Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorised to sign the bid for an on behalf of: (insert complete name of the bidder)

(insert date of signing) Dated on day of

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

CERTIFICATE FOR CLASS-I or CLASS-II LOCAL SUPPLIER

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Note: The certificate may be prepared under letterhead of the vender and submitted duly signed

by the authorized signatory.

Format for declaration by the Bidder for Code of Integrity & conflict of interest (Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)

(On the Letter Head of the Bidder)

Ref. No:	Date		. is beingtonig	
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To, The Directo CSIR-IICT Hyderabad – 50				
	With reference to our and our Quotation No. declare that we shall abide ment" and have no conflict of in	by the "Co	dt.	, Dated , I/We for Public
any cour	ails of any previous transgression of the last three years of the as under:			
a a				
b				
c				
	We undertake that we shall be gression/ contravention of this co	•	y punitive action	in case of
			Yours sin	cerely
			Tours sil	rect cry,
			Ciana A	140
Name of the	Authorized Signatory)		Signat	ure
Company Sea				