

CSIR-CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION
(Council of Scientific & Industrial Research)
SECTOR 30-C, CHANDIGARH-160 030

NOTICE INVITING TENDER

for

Empanelment of Chemists for supply of medicines to CSIR-CSIO Clinical Centre

{NIT No. Bill(Med)/04/2018}

CSIR-Central Scientific Instruments Organisation (CSIO), Chandigarh, a constituent unit of Council of Scientific & Industrial Research an Autonomous Organisation under the Ministry of Science & Technology, Govt. of India and a premier R&D laboratory of international repute in the area of Instrumentation invites sealed tenders on behalf of the Director CSIR-CSIO **under two bid system** from the reputed Chemist Shops/Pharmacies located in Chandigarh, Panchkula and Mohali having valid drug license for supply of Allopathic Medicines prescribed by Medical Officers of the Institute to CSIO Clinical Centre on discount and credit basis for a period of one year. The estimated cost of allopathic medicines to be supplied is approximately Rs.02.50 Crore per annum. For tender documents & further details, please visit our website www.csio.res.in. Tender document can be downloaded free of cost from our website.

The Tender duly superscribed “**Tender for Empanelment of Chemists for CSIR-CSIO Clinical Centre**” should reach Director, CSIR-CSIO on or before **05.04.2018 by 03.00 pm**. The technical bid will be opened on the same day at 03.30 pm.

The Director, CSIR-CSIO, Chandigarh reserves the right to accept or reject any or all tenders in full or part thereof without assigning any reason whatsoever and his decision on all matters in this regard shall be final & binding.

Scope of Work

The empanelled chemist will supply the medicines /drugs at the agreed uniform rate of discount on MRP (inclusive of all taxes) and on credit basis to CSIR-CSIO Clinical Centre immediately based on the prescription slip issued by Medical Officers of the Institute.

The empanelled Chemist will supply the medicines and obtain the signature on reverse of the prescription slips and/or invoices/bills as a token of having received the medicine.

Validity of the Empanelment

The empanelment shall initially be for a period of one year with the provision of extension for a further period of one year on the basis of satisfactory performance, with the approval of Director CSIR-CSIO on the same terms & conditions.

Eligibility Criteria

The Bidder(s) should comply fully with the Technical Specifications in the tender document.

TERMS & CONDITIONS

1. The Bidder/Chemist shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.
2. The Bidder/Chemist should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process and execution of empanelment.
3. Before the deadline for submission of the bid, CSIR-CSIO reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be hosted on CSIR-CSIO website.
4. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
5. The Bidders are not permitted to withdraw/alter or modify their bids after expiry of the deadline of receipt of bids.
6. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
7. This tender form along with **Annexure A & Annexure-D** i.e. **Technical Bid & Financial Bid** should be submitted in the Bid format only. The rates should be filled in the Price Bid format (**Annexure-D**) and to be submitted in another sealed cover. Violation of this condition shall render the tender liable to rejection.
8. The Chemists must furnish their Bank Account Particulars as per the attached proforma (**Annexure B**). The payment would be credited to the Bank Account of the Chemist through electronic mode within reasonable period of receipt of the certified Bills.
9. Each page of the tender document should be signed by the tenderer/authorized signatory giving his/her name and designation with rubber stamp of the firm affixed on each page.
10. Individual signing the Bid and other documents must specify whether s/he signs as :
 - (i) A sole proprietor of the firm, or constituted attorney of such proprietor.
 - (ii) A partner of the firm, if it is a partnership firm and in this case s/he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.
 - (iii) Constituted Attorney/Authorized Signatory, if it is a company. Photocopies of the relevant deeds e.g. Proprietorship/ Partnership Deed duly attested by a Notary Public need to be attached.

11. Unsealed, conditional/telegraphic/fax tenders and tenders without Earnest Money Deposit or not on the prescribed form shall not be entertained and will be rejected.
12. EMD deposited with CSIR-CSIO in connection with any other tender will not be considered/adjusted against this tender.
13. The **last date and time of receipt of tenders is on or before 05.04.2018 by 03.00 p.m.** Tenders received after the due date and time shall not be considered. The tenderer will be responsible for timely submission of the tender documents, complete in all respects.
14. Late/Delayed/Unsolicited quotations/Incomplete tenders, for whatsoever reason, will not be considered at all. Tender without EMD will also not be considered.
15. The **Technical Bid shall be opened at 03.30 p.m. on 05.04.2018** in the presence of tenderer(s) or their authorized representatives who may wish to be present at that time.
16. The tenderer should read the terms & conditions and give their acceptance by signing every page with seal of the firm. Failure to fulfill any of the conditions shall render the tender liable for rejection.
17. In case, it is found that any particular medicine has expired, or is substandard or spurious, or not as per prescription slip, the Chemist will be liable to be black-listed for a period of 03 (three) years for future participation in CSIR/CSIO tenders. Besides this, legal action(s) as deemed fit, will be taken. In case of failure or refusal by local Chemist to supply the medicines in CSIO Clinical Centre, the empanelment is liable to be cancelled at his risk and cost.
18. The chemist/pharmacy will have to serve notice at least one month in advance to Director CSIR-CSIO in case the firm wants to back out from the empanelment in between.
19. Director reserves the right to terminate the empanelment without giving any notice to the empanelled chemist, in case it is found that the empanelled chemist has violated any of the terms and conditions and/or not giving satisfactory services to the organisation.
20. Empanelment would be made to highest discount quoting firm(s) for the supply of medicines provided the chemist fulfils other terms and conditions. Director reserves the right to empanel another bidder keeping in view the requirement of the organisation. However, Director CSIR-CSIO does not pledge himself to accept the highest discount or any tender and reserves the right of rejecting the whole or any part of the tender.
21. The Director CSIR-CSIO reserves the right to enter into parallel empanelment simultaneously or at any time during the period of this empanelment, with one or more chemists.
22. The bidder should quote uniform discount in percentage terms on the Maximum Retail Price (MRP) (inclusive of all taxes) printed on the strip/ Bottle/ unit packed. The quoted offer shall be on the MRP inclusive of all taxes and shall remain firm and fixed for the entire duration of the empanelment.
23. Substitute medicines and short supply of medicines will not be accepted unless permitted by the Medical Officers of CSIR-CSIO Dispensary. Cut strips and loose medicines will be accepted only after showing batch number and expiry date.

24. The Chemists must have communication facilities such as Telephone/Mobile Phone, E-mail etc.
25. The supplied medicines should have its own shelf-life period as mentioned on the label of medicines. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply.
26. Family members of officers/officials working in CSIR/CSIO cannot take part in this tender enquiry.
27. The tenderer will not be allowed to sub-empanelment. If this comes to notice, action will be taken which may amount to cancellation of empanelment awarded to the firm and/or forfeiture of Performance Security Deposit.
28. Director CSIR-CSIO or his authorized heads reserves the right to visit/inspect the premises of supply of medicines.
29. All disputes arising out of this empanelment shall be referred to the sole arbitration of Director General of Council of Scientific & Industrial Research (CSIR) or his nominee, who is overall controlling authority of this laboratory as per the provisions of Indian Arbitration and Reconciliation Act, 1996 and his award shall be final and binding on the parties to the dispute.
30. All the prescription slips and invoices alongwith pre-receipted and stamped consolidated Bills would be submitted in CSIR-CSIO Dispensary for certification/verification on fortnightly basis. Medical Officer concerned will give a certificate that "the medicines supplied are as per prescriptions and bills may be processed for payment". After certification/verification by the concerned Medical Officers of CSIR-CSIO, the bills will be processed for payment by the office. The consolidated bills would be prepared by the Chemists separately for regular staff/their family members and pensioners/their family members.
31. CSIR-CSIO Dispensary timings are as follows:

Morning Timings

8.00 AM to 12.00 Noon (Monday to Friday)

8.00 AM to 12.00 Noon (Saturday) (Second & Fifth Saturdays are off-days)

Evening Timings

3.30 PM to 6.30 PM (Monday to Friday) (April to September)

3.00 PM to 6.00 PM (Monday to Friday) (October to March)

32. **CORRUPT OR FRAUDULENT PRACTICES**
CSIR-CSIO requires that the Bidders observe the highest standards of ethics and conduct during the tender process and afterwards during the execution of such empanelment. In pursuance of this policy, the terms and conditions are set forth as follows:
 - a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the tender process or in the process of execution of empanelment; and
 - b) "Fraudulent practice" means misrepresentation of facts in order to influence the tender process or execution of empanelment to the detriment of CSIR-CSIO, and includes collusive practice among Bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive CSIR-CSIO of the benefits of free and fair competition;

CSIR-CSIO will declare a firm ineligible, either indefinitely or for a specified period of time, if it determines that the bidder/firm has engaged himself in corrupt and/or fraudulent practices while competing for or in executing the empanelment.

Part 1 (Technical Bid)

33. The chemist must hold valid licenses as on the date of submission of Bid in specified forms (Form 20, 20-B, 21, 21-B and 21-C) issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940. The successful Bidder will further ensure that their license remain valid on the date of bid opening and till the end of the empanelment period.
34. The Chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.

and

The tenderer must not have been black-listed/debarred/suspended/terminated by any organization during the last 01 (one) year.

A declaration in this regard as per **Annexure-C** is to be attached.

35. The bidder should have Goods and Services Tax Identification Number (GSTIN), Copy of GSTIN/provisionally issued GSTIN is to be attached.
36. A copy of PAN allotted to the firm/owner.
37. Earnest Money Deposit (EMD) of Rs.01.00 lakh (Rupees One lakh only) is required to be deposited in the shape of Demand Draft in favour the Director, CSIR-CSIO. The EMD of the unsuccessful bidders would be refunded after the finalization of empanelment. The EMD of the successful bidder will be refunded on deposition of Performance Security Deposit.
38. The successful bidder will be required to deposit Performance Security amounting to Rs.05.00 lakh in the shape of Demand Draft/Bank Guarantee. In case Bank Guarantee is to be deposited, the same should be valid for the period of empanelment + 45 days. The Performance Security Deposit is liable to be forfeited in case of breach of empanelment.

Part 2 (Financial Bid)

39. **Price bid of only those bidders who are found responsive in the technical bid will be opened.**
40. The interested firms have to quote the percentage of discount, they would offer on the MRP, which shall be the basis of deciding the successful bidder, subject to compliance of other terms & conditions of the tender.
41. The acceptance of tender will be on the basis of maximum discount offered by the Chemist on MRP i.e. Maximum Retail Price which is printed on the packing/flaps/bottles. The Chemist will be paid on MRP minus discount and no Sales Tax, Octroi or any other levy/tax will be paid separately, which has to be borne by the Chemist. Tampering on the printed MRP of the manufacturer by the Chemist by use of stickers or any other means will not be accepted.
42. Discount should be quoted in sealed envelope as per **Annexure 'D'** and superscribed "**Financial Bid**". Discount should not be mentioned at any place other than in the sealed Commercial Bid. If found so, the Bid shall stand rejected.

43. Rates offered should be mentioned both in figures as well as in words and offer should be typed or legibly handwritten. Alteration if any, unless legibly attested by the Tenderer with his full signature shall invalidate the tender. The tender should be duly signed by the authorized persons. (In case, there is any difference in the amount between figures & words, the amount indicated in words will be treated as the valid offer). The Tenderer should ensure that the amount is written in such a way that interpolation is not possible. No blank space should be left.

Termination for Default

CSIR-CSIO may, without prejudice to any other remedy for breach of empanelment, by written notice of default sent to the bidder, terminate the empanelment in whole or part :

- a. If the bidder fails to provide any or all of the services within the period(s) specified in the empanelment.
- b. If the bidder fails to perform any other obligation(s) under the empanelment.
- c. If the bidder, in the judgment of the CSIR-CSIO has engaged in corrupt or fraudulent practices in competing for or in executing the empanelment including sub-empanelment.

In case of failure or refusal on chemist's part to supply the medicines within the time as provided in the relevant clauses of this Tender document, the empanelment is liable to be terminated /cancelled at chemist's risk and cost. Any additional cost involved in arranging supply from alternative source will be recovered from the chemist.

How to apply

Chemists/Pharmacies meeting the above mentioned terms and conditions will submit both technical as well as financial bids simultaneously in the separate tender forms. Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One lakh only) is required to be deposited through Demand Draft only in favour of Director CSIO.

The tender received without EMD will be summarily rejected. The financial bids of only those chemists/pharmacies who pre-qualify in the technical bid will be opened on stipulated date and time to be communicated later. The EMD may be forfeited if a Bidder withdraws its tender during the period of bid validity or in case of a successful bidder.

Desirous pharmacies may download tender forms from our website www.csio.res.in free of cost. Both the tender forms in the prescribed format duly completed in all respects and supported by relevant documents should be submitted in two separate sealed envelopes duly superscribed as "**Technical Bid**" and "**Financial Bid**" put together in a single sealed envelope duly superscribed "**Tender for Empanelment of Chemists for CSIR-CSIO Clinical Centre**" addressed to Director CSIR-CSIO, Chandigarh. Tenders should reach Director, CSIR-CSIO, Sector 30, Chandigarh **on or before 05.04.2018 by 03.00 p.m.** Late and delayed tenders will not be opened and summarily rejected. The technical bid will be opened on 05.04.2018 at 03.30

pm in the office of Administrative Officer, CSIR-CSIO, Chandigarh in the presence of the representatives of the chemists/pharmacies, if any.

In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings. Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected. Ambiguous bids will be out rightly rejected. The offers submitted by telegram / fax / E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.

If any information furnished by the agency is found to be incorrect at any stage during the empanelled period, it will liable to be debarred from tendering and Performance Security Deposit will be forfeited.

The Director, CSIR-CSIO, Chandigarh reserves the right to accept or reject any or all tenders in full or part thereof and to annul the tendering process without assigning any reason whatsoever and his decision on all matters in this regard shall be final & binding.

Controller of Administration

Annexure A

**CSIR-CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION
(Council of Scientific & Industrial Research)
SECTOR 30-C, CHANDIGARH-160 030**

TECHNICAL BID**Empanelment of Chemists for supply of medicines to CSIR-CSIO Clinical Centre**

{NIT No. Bill(Med)/04/2018}

Sr. No.	Particulars	Details
1.	Name & Address of the Chemist	
	Telephone No.	
	Mobile No.	
	Email ID	
2.	Constitution (Company/Partnership/Proprietorship)	
3.	Whether Manufacturer/Authorised Distributor/Dealer/Agency	
4.	Details of Registration (attach proof)	
	Registering Authority	
	Registration No. & Date	
5.	Drug Licence No., Date and validity of Drug Licence for Allopathic Medicines (Self attested copies of relevant documents to be enclosed)	
6.	Sales Tax No. (if applicable)	
7.	GST/VAT/TIN Registration, as applicable (Self attested copy of GST/VAT/TIN No. Certificate to be enclosed)	
8.	Permanent Account Number (PAN) (Copy of PAN Card to be enclosed)	
9.	Whether the Billing System is computerized? (Yes/No)	

10.	<p>Whether the firm has been convicted by the State Drugs Authorities and if any case is pending under the Drugs and Cosmetics Act and Rules? (Yes/No)</p> <p>and</p> <p>Whether the firm is blacklisted/debarred/suspended/terminated by any Government Department/Undertaking during the last one year? (Yes/No)</p> <p>A declaration to this effect must be enclosed as per Annexure-C.</p>		
11.	<p>Whether the Chemist is willing to supply medicines to CSIO Clinical Centre immediately based on the prescription slip issued by Medical Officers of CSIR-CSIO in CSIO Clinical Centre and has all the facilities required to cater to a large customer base like CSIO and other hospitals. Yes/No</p>		
12.	<p>Detail of Earnest Money Deposit (EMD) drawn in favour of Director CSIO</p>	DD No.	
		Date	
		Amount	Rs.01.00 lakh
		Name of the Bank	
13.	<p>Bank Account Details</p>	<p>Please provide details as per the attached proforma (Annexure B)</p>	

I have gone through terms & conditions of NIT carefully and accept the same and provide all the information/documents as mentioned above. Copy of NIT duly signed at each page is enclosed.

Name of the Authorized Signatory :

Seal of the Chemist :

Date :

**Signature & Seal of
Authorised Signatory/Chemist**

Annexure B

**CSIR-CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION
(Council of Scientific & Industrial Research)
SECTOR 30-C, CHANDIGARH-160 030**

{NIT No. Bill(Med)/04/2018}

Proforma for Bank Account Particulars for e-Payment

Sr. No.	Particulars	Details
1.	Name & Address of the Chemist	
2.	Name of the Beneficiary Account	
3.	Account No.	
4.	Nature of Account Saving/Current	
5.	Name & Address of the Bank	
	Telephone No./Mobile No.	
	Email ID	
6.	IFSC Code (copy of cancelled cheque is to be attached)	
7.	MICR Code	
8.	Branch Code	

We declare that the information provided above is true and correct.

Date : ___/___/2018

Signature :

Name :

(Seal of the Vendor)

Verification :

Certified that the bank account particulars/details as given above are correct as per Bank record.

**Signature of Branch Manager
with seal of the Bank**

Annexure C**DECLARATION**
(on company's letter head/pad)**{NIT No. Bill(Med)/04/2018}**

I/We, _____ (name) the sole proprietor/partner of
M/s. _____ (company name)

do hereby solemnly affirm and declare as under :

1. That my/our firm has never been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and Rules.
2. That my/our firm is not black-listed / debarred / suspended / terminated by any organization during the last 01 (one) year.

Date : ___/___/2018

Place : _____

***Signature & Seal of
Authorised Signatory/Chemist***

Undertaking

I undertake that the above information is true to the best of my knowledge. If the above declaration is found to be false at any stage during the bidding process or during the period of empanelment, CSIR-CSIO is free to take any action against my/our firm including termination/black-listing besides legal action.

Date : ___/___/2018

Place : _____

***Signature & Seal of
Authorised Signatory/Chemist***

Annexure D

**CSIR-CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION
(Council of Scientific & Industrial Research)
SECTOR 30-C, CHANDIGARH-160 030**

FINANCIAL BID**Empanelment of Chemists for supply of medicines to CSIR-CSIO Clinical Centre****{NIT No. Bill(Med)/04/2018}**

Sr. No.	Particulars	Details
1.	Name & Address of the Chemist (copy of proof of ownership to be enclosed)	
	Telephone No.	
	Mobile No.	
	Email ID	
2.	Percentage of Discount proposed to be offered on Maximum Retail Price (MRP) inclusive of taxes printed on medicines strip/bottle/unit packed	(a) In percentage terms – in figures
		(b) In percentage terms – in words

Date : ___/___/2018

Place : _____

***Signature & Seal of
Authorised Signatory/Chemist***