CSIR-CENTRAL DRUG RESEARCH INSTITUTE
(Council of Scientific and Industrial Research)
Sector 10, Jankipuram Extension, Sitapur Road, Lucknow-226031

No./Bill/ARC-Medicine/2018-19 **Date: 13-07-2018**

NOTICE INVITING E-TENDER

Name of Work: Providing Medicines to CSIR Dispensary, Nirala Nagar and CDRI Dispensary, Jankipuram Extension, Lucknow on Credit Basis.
(Please read all Tender documents before filling Online Tender)

E-Tenders are invited on behalf of the Diector,CSIR-CDRI, under Two-Bid system from the registered medical shops, to provide Medicines to CSIR- Dispensary, Nirala Nagar and CDRI Dispensary, Jankipuram Extension, BS 10/1, Sector-10, Sitapur Road, Lucknow-226031 on credit basis. The last date for submission of tender is 26.07.2018. For complete Tender details and to download tender form please visit CDRI website www.cdri.res.in or CPP Portal **https://etenders.gov.in/eprocure/app**.

1.	**Estimated cost of the work**	**Rs. 3,00,00,000/-(Rupees Three Crore only)**
2.	**Cost of the Tender Document**	**Rs.1,500/- (Rupees One thousand five hundred only) (Non-Refundable)**
3.	**Last date for submission of Tender**	**26.07.2018 03:00 PM**
4.	**Date & time of opening of Technical Bid**	**27.07.2018 03:30 PM**
5.	**EMD**	**Rs. 6,00,000/-(Rupees six lakhs only)**

Note- All self-attested credentials have to be submitted to the office of CoA, CSIR- Central Drug Research Institute, Lucknow up to 12:00 P.M. of 26/07/2018. **Only Online Price Bid will be accepted.** If the day of opening tender is declared a holiday, the same will be opened on next working day.

It may be noted that the earlier tender for the same work published on 07-05-2018 and extended up to 18-06-2018 has been cancelled due to some unavoidable reasons. Those who have submitted bids against the earlier tender are requested to submit their bids afresh.

Controller of Administration

CSIR-CENTRAL DRUG RESEARCH INSTITUTE
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Sector 10, Jankipuram Extension, Sitapur Road, Lucknow-226031

सं./बिल/ए.आर.सी.-मेडिकल/2018-19 **दिनांकः 13-07-2018**

ई-निविदा सूचना आमंत्रण

कार्य का नामः सी.एस.आई.आर. औषधालय, निरालानगर तथा सी.डी.आर.आई. औषधालय, बी.एस. 10/1, सेक्टर-10, जानकीपुरम् विस्तार, सीतापुर रोड, लखनऊ-226031 को क्रेडिट आधार पर दवाएं उपलब्ध कराना।
(कृपया ऑनलाइन टेंडर भरने से पूर्व सभी टेंडर दस्तावेजों को ध्यानपूर्वक पढ़ लें)

निदेशक, सी.एस.आई.आर.- सी.डी.आर.आई., लखनऊ द्वारा सी.एस.आई.आर. औषधालय, निरालानगर तथा केंद्रीय औषधि अनुसंधान संस्थान के बी.एस. 10/1, सेक्टर-10, जानकीपुरम विस्तार, सीतापुर रोड, लखनऊ-226031 में स्थित औषधालय में क्रेडिट आधार पर दवा उपलब्ध कराने हेतु पंजीकृत दवा की दुकानों से दो बिड सिस्टम (तकनीकी एवं बोली दर) ई-निविदा आमंत्रित की जाती है। निविदा की संपूर्ण जानकारी सी.डी.आर.आई. वेबसाइट www.cdri.res.in अथवा सी.पी.पी पोर्टल **https://etenders.gov.in/epublish/app** पर उपलब्ध है। टेण्डर फॉर्म डाउनलोडिंग उक्त वेबसाइट से किया जा सकता है। टेण्डर जमा करने की अंतिम तिथि 26-07-2018 है।

1.	**अनुमानित लागत**	**Rs. 3,00,00,000 (रु. तीन करोड़ मात्र)**
2.	**टेण्डर दस्तावेज का मूल्य**	**रुपये 1,500/-(गैर वापसी)**
3.	**ई-टेण्डर जमा करने की अंतिम तिथि**	**26-07-2018 3:00 P.M.**
4.	**तकनीकी टेण्डर खोलने की तिथि व लागत**	**27-07-2018 3:30 P.M.**
5.	**बयाना राशि/ई. एम. डी.**	**Rs. 6,00,000 (रु. छः लाख मात्र)**

सूचना- सभी निविदादाताओं को अपने सभी स्व-प्रमाणित दस्तावेज निविदा शर्तों के अनुसार प्रशासन नियंत्रक कार्यालय, केंद्रीय औषधि अनुसंधान संस्थान, लखनऊ में दिनांक 26.07.2018, दोपहर 12 बजे तक जमा करना अनिवार्य है। **केवल ऑनलाइन प्राइस बिड ही मान्य होगी।** यदि टेण्डर खोलने की तिथि को अवकाश घोषित होता है, तो वह अगले कार्यदिवस पर खोला जाएगा।

पूर्व में इसी कार्य हेतु जो टेण्डर दिनांक 07-05-2018 को प्रकाशित किया गया था तथा 18-06-2018 तक आगे बढ़ाया गया था, को कुछ अनिवार्य कारणों से निरस्त किया गया है। जिन्होने पूर्व में प्रकाशित टेण्डर के पक्ष में निविदा प्रस्तुत की थी, उनसे अनुरोध है कि वे नई निविदा प्रस्तुत करें।

प्रशासन नियंत्रक

CSIR-CENTRAL DRUG RESEARCH INSTITUTE
(Council of Scientific and Industrial Research)
Sector 10, Jankipuram Extension, Sitapur Road, Lucknow-226031

TENDER NOTICE FOR RATE CONTRACT FOR SUPPLY OF MEDICINES TO CSIR-CDRI DISPENSARIES

No. Bill/ARC-Medicine/2018-19 **DATED: 13-07-2018**

Central Drug Research Institute, Lucknow is one of the constituent laboratories of CSIR, under the Ministry of Science & Technology, Government of India, engaged in Research & Development in Research and Development in Drugs.

E-Tenders are invited on behalf of Director, CSIR-CDRI, Lucknow from reputed/registered, Authorized Stockiest/Distributors/Suppliers situated at Lucknow City for entering into Rate Contract for the supply of Medicines to CSIR Dispensaries located at Nirala Nagar, Lucknow and CDRI Campus, Jankipuram, Lucknow for the year 2018-19 on maximum discount on MRP basis. (The approx. annual value of medicines to be procured is Rs. 3 Crore)

IMPORTANT NOTE:

1. Last date:
   a) For tender submission: 26/07/2018 at 3:00 P.M.
   b) Tender opening: 27/07/2018 at 3:30 P.M.

2. Tender forms are not being sold separately and the same can be downloaded after submitting the Tender cost from the website www.cdri.res.in

3. Tender received through E-Mail or Fax will not be considered.

4. For detailed terms & Conditions, please refer to Annexure-1

Controller of Administration,
CSIR-CDRI, LUCKNOW-226031
E-mail: coa@cdri.res.in
Phone: 0522-2771960

ANNEXURE-1

TENDER FOR EMPANELMENT OF CHEMIST SHOPS

The bidder must submit their bid in two parts as mentioned below:

Part 1:- Called **"Technical Bid"** containing:-

(A) Earnest Money- The bidders are required to submit Tender form/document duly signed & stamped on each page & EMD amount of Rs. 6,00,000/- (Rupees Six Lakh only) through a Demand Draft /Bankers Cheque issued by Scheduled Bank, in the name of "Director, CDRI" & payable in Lucknow.

(B) Documents establishing Bidders eligibility (Technical Bid). The following documents should be enclosed while submitting the tender.

a) Demand Draft/Bankers Cheque of Rs. 1,500/- (One Thousand Five Hundred only) towards cost of tender if Tender form downloaded from website or receipt/Challan if purchased directly from office.

b) Self-attested copies of valid Drug License held by the bidder as on the date of Bid opening in specified forms [(Form 20&21) or (20-B 21-B)] and (21-C, if required) for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940. The successful Bidders will ensure that their license remain valid till the end of the contract period.

c) Copy of Declaration of bidder as per Annexure – C has to be signed.

d) If the bidder is a Partnership concern, Copy of the Partnership Deed duly attested by a notary public and an affidavit to the effect that all the partners admit execution of the partnership and the General Power of Attorney may be furnished. In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any partner, the Tender and all other related documents must be signed by each partner of the firm.

e) Copy of GSTN allotment/ clearance certificate.

f) The Bidder should submit valid documentary proof of Sales Tax/VAT/GST registration number and the details of Income Tax registration (PAN).

g) No conviction certificate from State Drugs Controller that no case is pending against the bidder under the Drugs and Cosmetics Act and Rules made there under as well as

under the Drugs Price Control Order issued from time to time. (Issued within six months on the date of NIT)

h) Copies of the audited balance sheets for the last two financial years to establish the turnover of the bidder.

i) Tender must be unconditional, all documents must be self-attested and no documents will be accepted after the submission of tender.

Part 2:- Called **"Price Bid"** which shall contain:-

Duly filled prescribed Bid form (Price Bid as per Annexure- B) containing the discount Offered on MRP.

GENERAL CONDITIONS OF THE TENDER:

1. The Chemist shop should be in existence for the last two years (Copies of license held during the last two years should be attached with the tender).

2. The Chemist must hold a valid wholesale or retail License issued by Drug Controlling Authority of the State for sale of allopathic medicines as applicable under the Rules of Union and State.

3. The Chemist/Druggist should possess PAN & GSTN and also communication facilities such as telephone/mobile phone etc. for the purpose of communication and availability of medicines at the shop.

4. The Chemist can visit CSIR Dispensary or CDRI before submitting tender to acquaint itself with the procedure and requirement of medicines & for any clarification.

5. The Chemist/Druggist should quote uniform discount in percentage terms on the Maximum Retail Price (MRP) (inclusive of all taxes) printed on the strip/ Bottle/ unit packed, in respect of all items of medicines to be provided under the Contract, the quoted offer shall be on the MRP inclusive of all taxes and shall remain firm and fixed for the entire duration of the contract.

6. The Chemist shall not impose any condition or make any changes, additions, alternation and modifications in the Tender document except offering the maximum discount on MRP of the drugs and taxes, if any, in figures and words in the Annexure-A of the tender document.

7. The award letter shall be treated as cancelled if the successful Chemist/Druggist fails to give his acceptance within seven days from the date of receipt of award letter or refuse/fails to provide medicines; the Earnest Money deposited by the Chemist/Druggist with the Tender shall be forfeited.

8. Successful Chemist/Druggist will execute an Agreement on a Non-Judicial Stamp paper worth Rs. 100/- within five days from the date of acceptance of award failing which the award letter shall be treated as cancelled without making any reference to the Chemist/Druggist.

9. The Chemist shall furnish an interest free Performance Security Money of Rs.15,00,000. (Rupees Fifteen Lakh only.) as Performance Bank Guarantee within 10 days from the date of issue of award letter of contract which should be valid for 26 months. Successful Chemist/Druggist will deposit the Performance Security Money before execution of an Agreement for the due discharge of his obligations under the contract. The Performance Security Money shall be refunded to the contractor after satisfactory completion of work during the contract period. The Earnest Money shall be adjusted against performance security money on the request of the Chemist. The Performance Security Money deposited by the contractor shall not accrue any interest in any circumstance.

10. In the event of loss or damage, if any, sustained by CSIR- CDRI due to negligence on the part of the Chemist, the loss or damage sustained shall be recovered from the Performance Security Money of the contractor. The Tender document shall be made part of the Agreement to be executed on award of work.

11. The entire Tender form & documents must be signed by the Proprietor/Owner/Authorized Representative of the Chemist and also affixed seal of the Firm on each and every page of the tender document. No power of attorney shall be entertained.

12. In case the date of opening is declared a holiday, the date of opening shall be automatically extended to the next working day.

13. It will be presumed that the Chemist has considered all terms and conditions of the Tender at the time of submitting the Tender. No verbal or written inquires shall be entertained in respect of accepting or rejection of the Tender.

14. Any action on the part of the Chemist to influence any officer of CSIR- CDRI or canvassing in any form shall make his tender liable to rejection.

15. If at a later stage, it is found that the documents and certificates submitted by the Chemist are forged or have been manipulated, the work awarded to the Chemist shall be cancelled and EMD/Performance Security Money deposited by the Chemist shall also be forfeited.

16. Tender shall be valid for acceptance for a period of 90 days from the date of opening of tender and shall be further extendable by another 30 days at the request of CSIR-CDRI.

17. The Director, CSIR- CDRI shall reject the tender if it determines that the Chemist recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

18. Director, CSIR- CDRI, Lucknow shall reserve the right to empanel more than one chemist, if the participated Chemists are ready to offer the same discount which has been offered by the highest discounter for the convenience of the employees and the pensioners.

19. The Earnest Money shall be forfeited if the Chemist/Druggist withdraws its tender during the period of validity of the tender OR in case of successful Chemist/Druggist, if the Chemist/Druggist fails:

(I) To sign the contract in accordance with the terms and conditions of the tender:

(II) To furnish Performance Security as specified in the terms and conditions of the tender.

20. A person signing the Tender document or any documents related to tender forming part of the tender shall be deemed that he has authority to sign the tender document and his acts shall be binding on another person. If on enquiry, it appears that the person who has signed the tender document has no authority to do so, the CDRI without prejudice to other Civil and Criminal remedies shall cancel the contract and hold that signatory responsible for all costs arising thereof.

21. The premises of the Chemist can be inspected by a team of Doctors /Officers to determine the eligibility criteria such as

(a) Physical verification of the shop.

(b) Verification of original documents.

(c) Availability of proper cold-chain which would be a refrigerator and power back up system.

(d) Presence of retail outlet.

(e) Assess availability of stock of medicines both physical and financial etc. And if the team is not satisfied with the veracity of the claims of the tenderer, the tender will be rejected.

22. The Chemist who has been awarded the contract shall attend the meetings fixed by the Local Advisory Committee of CSIR- CDRI as and when called for. Those Chemists, whose contracts had been terminated by CGHS/CSIR during the last three years on charges of substitution of medicines, over charging, misbehavior with CGHS/CSIR beneficiaries/officers, non-adherence to the terms and conditions of contract, etc., shall

not be considered for empanelment. The successful Bidder's Earnest Money will be discharged upon the Bidder executing the Contract and furnishing the Performance Security. Unsuccessful Bidder's Earnest Money will be discharged / returned within 30 days after the expiration of the period of tender offer validity prescribed by the CSIR-CDRI.

23- A. The Bidder is required to supply the drug/s requisitioned by the Medical Officers, CSIR-CDRI Dispensaries located at Nirala Nagar, Lucknow and CDRI Campus, Jankipuram Extension, Lucknow on the same calendar day after a communication is received by him from the Medical Officers concerned by fax or email. If the order is given in the forenoon, the medicines will have to be supplied latest by 5.00 p.m. on the same day, and if the order is received in the afternoon, the medicines may be supplied either same day or next day by 10.00 a.m. without fail.

23-B In case of emergency the employees/pensioners will have the option to collect the medicines directly from the empanelled supplier on production of the prescription given by the medical officer of the CSIR Dispensary. In such cases, the prescription along with the cash memo duly signed by the employees/pensioners, should be submit to the CSIR Dispensary for payment.

24. However, if the required drug/s is/are not available even after trying alternatives, the Medical Officers concerned at the Dispensary should be contacted immediately for suggesting alternate medicines.

25. The Bidder has to quote the Discount on MRP for all categories of DRUGS.

26. **(a)** The Chemist shall provide medicines of latest batch and the expiry date should not be less than six months from the date of supply.

(b) The Chemist shall generate bill showing name of the medicine, batch no., MRP and net cost of the medicine after allowing discount as agreed. The Chemist will submit fortnightly/monthly bill attaching therewith cash memo and the prescription prescribed by the Medical Officer to CSIR Dispensary, Nirala Nagar for verification and the Medical Officer shall verify the bill and submit the same to Bill Section of CDRI for payment.

(c) The Chemist shall record a certificate on the bill that the prices charged on the medicines are not more than the MRP printed on the strip/bottle etc. and the discount has been given as per agreement.

(d) The Chemist shall provide the medicines as prescribed by the Medical Officer, CSIR Dispensary and no short/part supply of medicines shall be acceptable.

(e) The Chemist shall provide the medicines in original packing of manufacturer.

(f) The Chemist shall not provide substitute medicines unless it is permitted by Medical Officer of CSIR Dispensary in writing.

(g) The Chemist shall keep the medicines such as Insulin, Rabipur etc. in the refrigerator and shall provide them on the recommendation of M.O., CSIR Dispensary without breaking their cold- chain.

(h) The Chemist shall not provide cut strips and loose medicines without showing their batch number and expiry date.

(i) The chemist shall maintain sufficient stock of medicines all times to avoid inconvenience to the employees & pensioners.

27. Payment: The supply of drugs will be made on Credit Basis The bill raised by the Chemist shall be paid on fortnightly/monthly basis on the basis of certificates recorded by Medical Officer, CSIR Dispensary and the payment of the bills shall be paid through E-payment mode/RTGS. The Chemist shall furnish the name and address of Bank, Account Details, nature of Account, IFSC Code etc. for crediting the payment in the Bank Account of the Chemist.

28. Delivery: The drug/s are required to be supplied at the CSIR-CDRI Dispensaries at no extra cost to the Dispensary and no charges are payable in this regard.

29. The contract can be terminated by either party by giving one month's notice. The contract can be terminated by the Director CSIR- CDRI at any time without notice for unsatisfactory service by the contractor.

30. Bid Submission: The Bidders are requested to submit their offer in their own letter head neatly typewritten without any cutting or over writing.

31. 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 to any other/Organization/Hospital during the currency of CSIR-CDRI's rate contract.

32. An undertaking is required to be given by the bidder stating that the rates offered by them are not more than the rate offered to any other Government agencies/Institutions/Hospital and the discount offered is not less than discount offered to any other Government agencies/Institutions/Hospital. In case any such discrepancy is noticed they shall refund the difference amount to CSIR-CDRI and also Rate Contract is liable to be cancelled.

33. The offer should be submitted through E-Tender (online) addressed to The Director, CSIR-CENTRAL DRUG RESEARCH INSTITUTE, Sector-10, Jankipuram Extension, Sitapur Road, Lucknow-226031. Kind Attn.: "Controller of Administration".

34. Late / delayed or unsigned offers will not be considered at all.

35. CSIR-CDRI is not responsible for any postal/courier delay.

36. The Bidder must agree for immediate free replacement in case any discrepancy is found with regard to quality/quantity of the medicines to be supplied by them under this Rate contract.

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

38. All disputes subject to Lucknow jurisdiction only.

(2) SPECIAL CONDITIONS OF CONTRACT:

1. Time is essence in the contract for providing the medicines to the pensioners/employees of CDRI and their family members and the Chemist shall provide the medicines on the same day to avoid inconvenience to the patients.

2. The amount of Rs. 15, 00, 000/- (Rs. Fifteen Lakh Only) deposited as Performance Security money shall be forfeited, if the Chemist fails to provide the medicines in time or delay in delivery or provides short supply or substitute/spurious drug, overbilling.

(3) PENALITIES/LIABILITIES:

1. That the contractor shall be responsible for faithful compliance of the terms and conditions of this contract. In the event of any breach of the agreement, the same may be terminated and the performance Security money will be forfeited and further the work may be got done from another agency at the Chemist's risk and cost.

2. That if the contractor violates any of the terms and conditions of this contract or commits any fault or his services are not to the entire satisfaction of the officer authorized by the Director, CDRI in this behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.

3. The performance security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Chemist and/or loss/damage if any, sustained by the CDRI (CSIR) on account of the failure or negligence or in the event of breach of the agreement by the Chemist.

(4) COMMENCEMENTS AND TERMINATION:

1. The contract shall come into force with effect from the date of signing of agreement and shall remain in force for a period of one year.

2. The contract may be terminated by the Director CSIR- CDRI on any one of the following contingencies;
   a). On the expiry of the contract period as stated above;
   b). Providing sub-standard, spurious drugs or substitute medicines;
   c). Delays in providing the medicines;
   d). Engaged in corrupt and fraudulent practices including sub-contracting;
   e). Commits breach of any of the terms and conditions of the contract.
   f). One month's prior notice to the Chemist.

3. The Chemist shall not stop providing the medicines without giving three months prior notice.

4. During the notice period, the Chemist shall keep on providing the medicines as before till the expiry of the notice period.
5. Any notice given by one party to the other party in pursuant to this Contract shall be sent to either party in writing by registered post or by facsimile and confirmed by original copy to be sent by post to the Party's address.

(5) ARBITRATION:

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to Director General, Council of Scientific & Industrial Research or his nominee.
2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office of resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director General, CSIR shall appoint another person to act as arbitrator in place of the outgoing arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitle to proceed with the reference from the stage at which it was left by his predecessor.

3. The expression Director General, CSIR shall mean and include an acting/officiating Director General.

4. The Arbitrator may give interim award(s) and/or directions, as may be required.

5. Subject to the aforesaid provisions, the arbitration & Conciliations Act, 1996 and the rules made here under and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

ANNEXURE - A

CSIR-Central Drug Research Institute; Lucknow

EMPANELMENT OF CHEMIST

PERFORMANCE SECURITY FORM (PSF) (For an amount of Rs. 15, 00,000/-(Rupees Fifteen lakh only)

To,

The Director,
CSIR- Central Drug Research Institute
Lucknow

Dear Sir,

Whereas _____ (Name of successful bidder) hereinafter called "Successful Bidder" has undertaken, Admin Contract No. _____ dated, _____ to_____ (Description of Services) hereinafter called "the Contract" in pursuance of Tender Document dated _____ issued by _____. And whereas it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee by a scheduled bank for entering into a contract. And whereas it has been stipulated by you in the said contract that the successful bidder shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for the compliance with the successful bidder's performance obligations in accordance with the contract.

And whereas we have agreed to give guarantee for the successful bidder.

1. Therefore we hereby affirm that we are guarantors and responsible to you up to a total sum of RS. 15, 00,000/- (Rupees Fifteen lakh only) and we undertake to immediately pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

2. A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us notwithstanding any differences between you and successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.

3.In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee.
4.You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and conditions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other for bearance, indulgence, act or omission on your part.

5. We undertake not to revoke this guarantee during its currency.

6.Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.

7. This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of one year or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this day of 2018 at
SIGNED, SEALED AND DELIVERED
For and on behalf of (Name of the bank)
By:
(Signature)
(Name)
(Designation)
(Seal)

ANNEXURE-B

PRICE BID FOR PROVIDING MEDICINES TO CSIR-CDRI DISPENSARY, NIRALA NAGAR ON CREDIT BAISIS (Percentage BOQ)/ Price Bid

(To be quoted by the Bidder online and this Performa (duly filled) has also to be submitted in separate sealed cover along with all credentials), this price bid will be opened only, if online BOQ/Price bid does not work. Rates of the Online & offline price bid must be same; otherwise tender will be rejected, without any further correspondence.

प्राइस बिड ऑनलाइन ही मान्य होंगी , यदि किसी तकनीकी खराबी की वजह से ऑनलाइन प्राइस बिड कार्य नहीं करती है तो ऑफलाइन प्राइस बिड को खोला जायेगा , किन्तु यदि किसी एक निविदादाता द्वारा ऑनलाइन प्राइस बिड भर देने से यह मान लिया जायेगा कि ऑनलाइन प्राइस बिड में कोई गड़बड़ी नही है और ऑफलाइन प्राइस बिड नहीं खोली जाएगी | दोनों प्राइस बिड में दर सामान होनी चाहिए अन्यथा टेंडर बिना किसी पत्राचार के निरस्त कर दिया जायेगा |

Name of the Bidder/Bidding Firm /Company:		
I. NO.	**Item Description**	**Percentage % on MRP (in figures and words)**
1.	Discount offered (on the printed MRP)	

Signature of the bidder
Name & Address of the bidder

ANNEXURE – C

CSIR-CENTRAL DRUG RESEARCH INSTITUTE LUCKNOW
EMPANELMENT OF CHEMIST
(Declaration by the Chemist)

From:
Complete address of the bidder
With Phone/Fax, Mobile No & E-mail Address.

Address of Shop from where medicines
Will be provided

To,
Director,
CSIR-Central Drug Research Institute,
Lucknow

Dear Sir,

1. I / We hereby offer to supply medicines/drugs to CSIR Dispensary Nirala Nagar Lucknow as indicated in the Bid notice or to such Wellness Centers/hospitals/ units, you may specify in the acceptance of Bid at the rate given in Price Bid attached and agree to hold this offer open till _____. I / we shall be bound by a communication of acceptance dispatched within the prescribed time.

2. I / we have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.

3. I / we are fully aware of the nature of medicines/drugs required and my / our offer is to supply the medicines/drugs strictly in accordance with the requirements of CSIR dispensary.

4. I / we agree to arrange supplies of standard quality medicines / drugs in accordance with the nomenclature, specifications and packages given in the local purchase indents.

5. I / we agree that the supply of aforesaid will comply with provisions of Drugs & Cosmetics Act, 1940 and rules made there under.

6. My / our firm has not been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and Rules.

SIGNATURE OF WITNESS:
NAME:
ADDRESS:
DATE: …/…/…..

SIGNATURE OF BIDDER:
NAME:
ADDRESS:
SEAL:

This AGREEMENT made on **…….** between Council of Scientific and Industrial Research, New Delhi, a society registered under the Societies Registration Act, 1860 and having its office at Anusandhan Bhawan, 2 Rafi Marg, New Delhi (Hereinafter referred to as CSIR) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

AND

M/s ……, having its Medical Store ……, Lucknow (hereinafter referred to as Chemist) which expression shall unless repugnant to the context of meaning thereof be deemed to mean and include tis respective heirs, executers, administrators, successors and permitted assign to the OTHER PART.

WHEREAS, CSIR – Central Drug Research Institute, a constituent unit of Council of Scientific and Industrial Research has desired empanelling of Chemists & Druggists for supplying medicines on demand to CSIR & CDRI Dispensary located at Nirala Nagar and Jankipuram Extension, Lucknow on day to day credit basis at discounted rates on the terms and conditions hereinafter state and;

WHEREAS, M/s …….., Lucknow has agreed to provide all the requisitions of Allopathic Medicines at discounted rate on Maximum Retail Price to CSIR & Central Drug Research Institute Dispensary located at Nirala Nagar and Jankipuram Extension, Lucknow on day to day credit basis.

WHEREAS, CSIR – Central Drug Research Institute, Lucknow has agreed to award the contract to M/s …….., Lucknow for providing the Allopathic Medicines to CSIR & CDRI Dispensary located at Nirala Nagar and Jankipuram Extension, Lucknow on day to day credit

basis at discounted rates on MRP; and WHEREAS M/s ……., Lucknow has agreed to furnish Rs.15,00,000/- (Rupees Fifteen Lakhs Only) by way of Bank Guarantee.

NOW THEREOF BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to:

CSIR-CDRI OBLIGATIONS:

That in consideration of providing Allopathic medicines on demand to CSIR & CDRI Dispensary located at Nirala Nagar and Jankipuram Extension, Lucknow on day to day credit basis, the Chemist shall submit bills to Bill Section of CDRI enclosing all cash memos and the original prescription prescribed by the Medical Officer. The payment will normally be made within one month from the date of receipt in Bill Section.

1. **GENERAL CONDITIONS TO THE CONTRACT:**

1.1 The Chemist shall provide all Allopathic medicines on demand to CSIR & CDRI Dispensary located at Nirala Nagar and Jankipuram Extension, Lucknow on credit basis on prescription of the Medical Officer, CSIR Dispensaries, which will be sent by the dispensary.

1.2 The Chemist shall provide medicines of latest batch in original packing of manufacturer; the expiry date should not be less than six months from the date of supply. A copy of the cash memo should also be supplied along with the medicines.

1.3 The Chemist shall generate computerized bill showing name of the patient, medicine, batch, expiry date, MRP and net cost of the medicine after allowing discount as agreed. The Chemist will submit fortnightly / monthly bill attaching therewith all cash memos and the prescriptions of the Medical Officer.

1.4 The Chemist shall ensure the correctness of the bills and record a certificate on the bill that the prices charged on the medicines are not more than the MRP printed on the strip / bottle etc. and the discount has been given as per agreement.

1.5 In case of overcharging in the bill by inflating the quantity, higher rate than the actual MRP etc., such item will be disallowed and the bill will be passed after deducting the cost of such disallowed item.

1.6 The Chemist shall provide the medicines as prescribed by the Medical Officer, CSIR Dispensary in full and no short / part supply and substitute of medicines shall be acceptable.

1.7 The Chemist shall keep the medicines such as Insulin, Rabipur etc. in the refrigerator and shall provide them on the recommendation of M.O., CSIR Dispensary without breaking their cold-chain.

1.8 The Chemist shall not provide cut strips and loose medicines without showing their batch number and expiry date.

1.9 The Chemist shall provide all the medicines prescribed by the Medical Officer, CSIR Dispensaries on the same day;

In case:

a. Any of the medicines is not available with him, the Chemist will arrange for providing the medicine within 24 hours by procuring from local market and deliver at the resident of concerned employee / pensioner.

b. Delay in delivery beyond 24 hrs. and if the employee procures the medicine from local market, the difference of actual price and the discounted price shall be charged from the Chemist by way of deduction from the future bills.

1.1 The Chemist shall maintain sufficient stock of medicines at all times to avoid inconvenience to the patient of the CSIR dispensaries.

1.2 In the event of loss or damage, if any, sustained by CSIR-CDRI due to negligence on the part of the Chemist, the loss or damage sustained shall be recovered from the Performance Security Money of the contractor. The Tender document also forms a part of the Agreement.

2. **SPECIAL CONDITIONS OF THE CONTRACT:**

2.1 Time is of essence in the contract for providing the medicines to the pensioners / employees of the CDRI and their family members and the Chemist shall provide the medicines on the same day to avoid inconvenience to the patients.

2.2 The CSIR Dispensary shall remain open on all working days from Monday to Saturday (from 8:00AM to 7:00PM) hence chemist has to manage supply of medicines accordingly.

2.3 The bill raised by the Chemist shall be paid on fortnightly / monthly basis on the basis of certificates recorded by Medical Officer, CSIR Dispensary and the payment of the bills shall be made through online E-payment mode / RTGS. The Chemist shall furnish the name and address of Bank, Account Details, nature of Account, IFSC Code etc. for crediting the payment in the Bank Account of the Chemist.

2.4 The amount of Rs.15,00,000/-(Fifteen Lakhs Only) deposited as Performance Bank Guarantee shall be forfeited, if the Chemist fails to provide the medicines in time or delay in delivery or provides short supply or substitute / spurious drug.

3. **PENALITIES / LIABILITIES:**

3.1 That the Chemist shall be responsible for faithful compliance of the terms and conditions of this contract. In the event of any breach of the agreement, the contract may be terminated and the security deposit will be forfeited.

3.2 That if the chemist violates any of the terms and conditions of this contract of commits any fault of his services are not to the entire satisfaction of the officer authorized by the Director, CDRI in this behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.

3.3 The performance security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Chemist and / or loss / damage if any, sustained by the CDRI (CSIR) on account of the failure or negligence or in the event of breach of the agreement by the Chemist.

4. **COMMENCEMENT AND TERMINATION:**

4.1 The contract shall come into force with effect from …… and shall remain in force for the period of one year. The period of contract may be extended for further one year on the same terms and conditions as are mutually agreed upon.

4.2 The contract may be terminated on any one of the following contingencies:

a) On the expiry of the contract period as stated above;
b) One month's prior notice by either party.

4.3 CSIR-CDRI can also terminate the contract in case the Chemist:

a) Provides sub-standard, spurious drugs or substitute medicines;
b) Delays in providing the medicines;
c) Engage in corrupt and fraudulent practices including sub-contracting; forged billing / Overcharging etc.
d) Commits breach of any of the terms and conditions of the contract and;
e) One month prior notice by either party.

4.4 The Chemist shall not stop providing the medicines without giving one-month prior notice.

4.5 During the notice period, the Chemist shall keep on providing the medicines till the expiry of the notice period.

4.6 Any notice given by one party to the other party in pursuant to this Contract shall be sent to either party in writing by registered post or by facsimile and confirmed by original copy to be sent by post to the Party's address.

5. **ARBITRATION:**

5.1 In the event of any question, dispute / difference arising under the agreement or in connection herewith (except as to matters the decision of which is

specially provided under this agreement) the same shall be referred to the sole arbitration to Director General, Council of Scientific & Industrial Research or his nominee.

5.2 The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office of resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director General, CSIR shall appoint another person to act as arbitrator in place of the outgoing arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his processor.

5.3 The expression Direction General, CSIR shall mean and include an action / officiating Director General.

5.4 The Arbitrator may give interim award(s) and / or directions, as may be required.

5.5 Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made thereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IN WITNESS THEREOF the parties hereto have set their respective hands the day and year hereinabove written.

Signed for and on behalf of Signed for and on behalf of

CSIR – CDRI M/s

…… ……

WITNESS:

1. ……..
   ……..
   ……...

2. ……
   ……
   ……