



**CSIR – Central Electronics Engineering Research Institute
Pilani, Rajasthan-333031**



NIT No. 6-7(1)-Disp./2020

Dated: 05.08.2020

NOTICE INVITING TENDER

Tender for Empanelment of Medicine Suppliers
(Please read all Tender documents before filling Online Tender)

CSIR-Central Electronics Engineering Research Institute, Pilani hereby invites online e-tenders from the Medicine Suppliers having minimum turnover of Rs.30,00,000/- (Rupees thirty Lakh) per annum during last three financial years for empanelment for the purpose of **providing medicines** to its employees, pensioners and their dependent family members on credit basis in two bid system through e-tendering portal <https://etenders.gov.in/eprocure/app>. The Medicine Supplier should provide medicines to CSIR-CEERI employees, pensioners and their dependent family members from his medicine counter/shop which should be within 5.0 Km. range on motorable route from the CSIR-CEERI Dispensary.

For complete tender details and to download tender form please visit CSIR-CEERI website www.ceeri.res.in and CPP Portal <https://etenders.gov.in/eprocure/app>. Tender should be submitted online only. The important date sheet is as given below:-

| S. No. | Schedule of activities | Date & Time |
|--------|---|---|
| 1 | Date of publishing on CPP Portal | 06/08/2020 10:30 AM |
| 2 | Tender document download start date | 06/08/2020 11:30 AM |
| 3 | Tender document download end date | 26/08/2020 03:00 PM |
| 4 | Tender submission start date | 06/08/2020 11:30 AM |
| 5 | Tender submission end date | 26/08/2020 03:00 PM |
| 6 | Document related to eligibility criteria opening date (Cover — I) | 27/08/2020 03:30 PM |
| 7 | Financial Bid opening date (Cover — II) | Date will be intimated through letter / e-mail in due course of time. |

Note - Only online bid will be accepted. EMD submitted in the form of Demand Draft/bankers Cheque/bank guarantee(in original), has to be submitted in General Section(E.III), CSIR- Central Electronics Engineering Research Institute, Pilani upto the date mentioned at Sl.No.5.

The Director, CSIR-CEERI reserves the right to accept the tender or reject any or all the tenders without assigning any reason thereof.

Administrative Officer



CSIR – Central Electronics Engineering Research Institute
Pilani Rajasthan-333031



TENDER FOR EMPANELMENT OF MEDICINE SUPPLIER

Central Electronics Engineering Research Institute Pilani, Rajasthan provides comprehensive medical facilities to its employees, pensioners and their dependent family members. As a part of this scheme, the CSIR-CEERI aspires to provide timely medicines/drugs to the beneficiaries. With this objective, e-Tenders are invited on behalf of the Director, CSIR-CEERI, under Two-Bid system from the registered Medicine Suppliers who have acquired medicine counter/shop within 5.0 Km distance by motorable route from CSIR-CEERI Dispensary, Pilani and having annual minimum turnover of Rs.30,00,000/- (Rupees thirty lakh only) during the last three financial years for empanelment of Medicine Supplier for the purpose of providing medicines to CSIR-CEERI employees, pensioners and their dependent family members on credit basis on the production of prescription prescribed by Medical Officer, CSIR-CEERI Dispensary, Pilani. Medicine Supplier who can provide medicines to CEERI employees, pensioners and their dependent family members by acquiring medicine counter/shop within 5.0 Km on motorable route from the CSIR-CEERI Dispensary, Pilani can also apply, however they have to produce document/address proof of said medicine counter/shop in their technical bid. For complete tender details and to download tender form please visit CEERI website www.ceeri.res.in and CPP Portal <https://etenders.gov.in/eprocure/app>.

1. 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 online duly signed & stamped on each page & EMD amount of Rs. 60,000/- (Rupees sixty thousand only) through a Demand Draft /Bankers cheque/bank guarantee issued by Scheduled Bank in the name of “Director, CSIR-CEERI” & payable at Pilani.

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

- a) 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 medicines 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.
- b) Copy of Declaration of bidder as per Annexure – C has to be signed.

- c) 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.
- d) Scanned copy of GSTIN allotment/ clearance certificate.
- e) An undertaking stating that no case is pending/black listed 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.
- f) Scanned copies of the audited balance sheets along with Chartered Accountant's Certificate for the last three financial years to establish the turnover of the bidder.
- g) Tender must be unconditional; all documents must be self-attested.

Part 2:- Called "Price Bid" which will contain :-

Duly filled prescribed Bid form (Price Bid as per Annexure- B) containing the discount Offered on MRP. Minimum discount should be 15% on MRP.

NB: Bid quoting maximum discount on MRP will be acceptable.

2. GENERAL CONDITIONS OF THE TENDER:

1. The Medicine Supplier should be in existence minimum for the last three years (Copies of license held during the last three years should be attached with the tender).
2. The Medicine Supplier must hold a valid License issued by Drug Controlling Authority of the State for sale of medicines as applicable under the Rules of Union and State.
3. The Medicine Supplier should possess PAN & GSTIN Nos. and also communication facilities such as telephone/mobile phone & e-mail etc. for the purpose of communication and availability of medicines at the shop.
4. The counter for supplying medicines should be easily accessible to the employees, pensioners and their dependent family members and located within 5.0 Km distance by motorable route from CSIR-CEERI Dispensary, Pilani. He has to provide separate counter to facilitate CSIR-CEERI, Pilani for speedy services & to avoid delay.
5. The Medicine Supplier can visit CSIR-CEERI Dispensary or CEERI before submitting tender to acquaint itself with the procedure and requirement of medicines & for any clarification.

6. The Medicine Supplier 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 will be on the MRP inclusive of all taxes and will remain firm and fixed for the entire duration of the contract.
7. The Medicine Supplier will 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.
8. The award letter will be treated as cancelled if the successful Medicine Supplier 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 Medicine Supplier with the Tender will be forfeited.
9. Successful Medicine Supplier 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 will be treated as cancelled without making any reference to the Medicine Supplier.
10. The Medicine Supplier will furnish Performance Security Money/ Performance Guarantee of Rs. 3,00,000/- (Rupees Three lakh only) in the form of Bank Guarantee/FDR in the name of Director, CSIR-CEERI within 10 days from the date of issue of award letter of contract which should be valid for 15 months. Successful Medicine Supplier will deposit Rs. 3,00,000/- as Performance Security Money before execution of an Agreement for the due discharge of his obligations under the contract. The Bank Guarantee/FDR will be returned to the contractor after satisfactory completion of work during the contract period.
11. In the event of loss or damage, if any, sustained by CSIR-CEERI due to negligence on the part of the Medicine Supplier, the loss or damage sustained will be recovered from the Performance Security Money of the contractor. The Tender document will be made part of the Agreement to be executed on award of work.
12. The entire Tender form & documents must be signed by the Proprietor/Owner/Authorized Representative of the Medicine Supplier and also affixed seal of the Firm on each and every page of the tender document. No power of attorney will be entertained except in the case of partnership firm.
13. In case the date of opening is declared a holiday, the date of opening will be automatically extended to the next working day.
14. It will be presumed that the Medicine Supplier has considered all terms and conditions of the Tender at the time of submitting the tender. No verbal or written inquiries will be entertained in respect of accepting or rejection of the Tender.

15. Any action on the part of the Medicine Supplier to influence any officer of CEERI or canvassing in any form will make his tender liable to rejection.
16. If at the later stage, it is found that the documents and certificates submitted by the Medicine Supplier are forged or have been manipulated, the work awarded to the Medicine Supplier will be cancelled and EMD/Performance Security Money deposited by the Medicine Supplier will also be forfeited.
17. Tender will be valid for acceptance for a period of 90 days from the date of opening of tender and will be further extendable by another 30 days at the request of CEERI.
18. The Director, CSIR-CEERI will reject the tender if he determines that the Medicine Supplier recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
19. In case of a tie, Director, CSIR-CEERI, Pilani will reserve the right to empanel more than one Medicine Supplier for the convenience of the employees, pensioners and their dependent family members.
20. The duration of the contract will be initially for a period of one year which can be extended on same terms & conditions or curtailed at the discretion of the Director, CSIR-CEERI, Pilani.
21. The Earnest Money will be forfeited if the Medicine Supplier withdraws its tender during the period of validity of the tender or in case of successful Medicine Supplier, if the Medicine Supplier 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.
 - (III) Distance of counter for supplying medicine is found to be more than 5.0 KM from CSIR-CEERI dispensary, Pilani by motorable route.
22. A person signing the Tender document or any documents related to tender forming part of the tender will be deemed that he has authority to sign the tender document and his acts will 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 CEERI without prejudice to other Civil and Criminal remedies will cancel the contract and hold that signatory responsible for all costs arising thereof.
23. The successful Bidder's Earnest Money will be returned to the Bidder after executing the Contract and furnishing the Performance Security. Unsuccessful Bidder's Earnest Money will be returned (without interest) within 30 days after the expiration of the period of tender offer validity prescribed by the CSIR-CEERI.

3. Medicine Supplier's Obligations:

1. The Medicine Supplier will provide medicines to CSIR-CEERI employees, pensioners and their dependent family members and on credit basis on production of prescription prescribed by Medical Officer, CSIR-CEERI Dispensary, Pilani and the same will be reimbursed by CEERI to the Medicine Supplier on production of bill enclosing therewith cash memos of the medicines provided to the employees, pensioners and their dependent family members.
2. The Medicine Supplier will provide medicines of latest batch and the expiry date should not be less than six months from the date of supply.
3. The Medicine Supplier will generate bill showing name of the medicine, batch no., MRP and net cost of the medicine after allowing discount as agreed. The Medicine Supplier will submit fortnightly/monthly bill attaching therewith cash memo and the prescription prescribed by the Medical Officer to CSIR-CEERI Dispensary, Pilani for verification and the Medical Officer will verify the bills and submit the same to Bill Section of CEERI for payment.
4. The Medicine Supplier will 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.
5. The Medicine Supplier will provide the medicines as prescribed by the Medical Officer, CSIR-CEERI Dispensary and no short/part supply of medicines will be acceptable.
6. The Medicine Supplier will provide the medicines in original packing of manufacturer.
7. The Medicine Supplier will not provide substitute medicines unless it is permitted by Medical Officer of CSIR-CEERI Dispensary in writing.
8. The Medicine Supplier will keep the medicines such as Insulin, Rabipur etc. in the refrigerator and will provide them on the recommendation of Medical Officer, CSIR-CEERI Dispensary without breaking their cold- chain.
9. The Medicine Supplier will not provide cut strips and loose medicines without showing their batch number and expiry date.
10. The Medicine Supplier will provide all medicines prescribed by the Medical Officer, CSIR-CEERI Dispensary on the same day as far as possible.
11. The Medicine Supplier will maintain sufficient stock of medicines all times to avoid inconvenience to the employees, pensioners and their dependent family members.

4. Special conditions of Contract

1. Time is essence in the contract for providing the medicines to the employees, pensioners and their dependent family members and the Medicine Supplier will provide the medicines on the same day as far as possible to avoid inconvenience to the patients.
2. The Medicine Supplier will provide the medicines directly to employees, Pensioner of CEERI and their dependent family members on the basis of medicine prescription prescribed by the Medical Officer, CSIR-CEERI Dispensary, Pilani.
3. The Medicine Supplier shop should remain open on all days.
4. The bill raised by the Medicine Supplier will be paid on fortnightly/monthly basis on the basis of certificates recorded by Medical Officer, CSIR-CEERI Dispensary and the payment of the bills will be paid through E-payment mode/RTGS. The Medicine Supplier will 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.
5. The amount of Rs.3,00,000/- (Rupees Three lakh only) deposited as Performance Bank Guarantee will be forfeited, if the Medicine Supplier fails to provide the medicines in time or delay in delivery or provides short supply or substitute/spurious drug.

5. PENALTIES/LIABILITIES:

1. That the contractor will 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 security deposit will be forfeited and further the work may be got done from another agency at the Medicine Supplier's risk and cost.
2. That if the Medicine Supplier 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, CSIR-CEERI in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.
3. The performance security money so deposited will be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Medicine Supplier and/or loss/damage if any, sustained by the CEERI (CSIR) on account of the failure or negligence or in the event of breach of the agreement by the Medicine Supplier.

6. **COMMENCEMENT AND TERMINATION:**

1. The contract will come into force with effect from the date of issue of award letter and will remain in force for a period of one year. The period of contract may be extended on the same terms and conditions as mutually agreed upon.
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) Providing sub-standard, spurious drugs or substituted 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 and
 - f) One month's prior notice to the Medicine Supplier.
3. The Medicine Supplier will not stop providing the medicines without giving three months' prior notice.
4. During the notice period, the Medicine Supplier will 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 will 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.

7. **ARBITRATION:**

In the event of any 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 will be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi vide CSIR Letter No. 36-02/80-Law/355 dated 06/05/2019. The award of the arbitrator will be final and binding on both the parties.

ANNEXURE - A

CSIR-Central Electronics Engineering Research Institute
Pilani(Rajasthan)

EMPANELMENT OF MEDICINE SUPPLIER

PERFORMANCE SECURITY FORM (PSF) (For an amount of Rs. 3,00,000/-(Rupees Three lakh only)

To,
The Director,
CSIR Central Electronics Engineering Research Institute.
Pilani.Rajasthan.

WHEREAS _____(Name of successful bidder) hereinafter called "Successful Bidder" has undertaken, Admin Contract No. _____ dated, _____ 2020 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 will 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. 3,00,000/-(Rupees three 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 caveat 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 will be conclusive, final and binding on us. We further agree that you will 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 will 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 will be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder will not, in any way, or manner affect our liability or obligation under this guarantee.
4. You will 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 will not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, 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 will be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it will 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 will 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 will be conclusive.
7. This guarantee will come into force with immediate effect and will 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 2020 at

SIGNED, SEALED AND DELIVERED

For and on behalf of (Name of the bank)

By:

(Signature)

(Name)

(Designation)

Seal

ANNEXURE – B

CSIR-Central Electronics Engineering Research Institute.
Pilani(Rajasthan)

EMPANELMENT OF CHEMIST

PRICE BID

From:

Complete address of the bidder

Phone/ Fax & Mobile No.

To:

Director
CSIR-Central Electronics Engineering Research Institute
Pilani(Rajasthan)

Dear Sir,

I/We hereby offer to provide the medicines/drugs to CSIR-CEERI employees, pensioners and their dependent family members on credit basis at the following discounted price on all items of medicines/drugs:

1) Uniform Discount on the Printed MRP (Maximum Retail Price) including GST

a) Percentage discount (in Figures): _____

b) Percentage discount (in Words): _____

2) I also undertake to give above quoted discount on all the items of medicines/drugs at Printed MRP on the strips/bottle, injection etc.

3) I also undertake to provide the medicines in time and no "substitute medicines" will be supplied.

(NOTE:- No cutting/overwriting & correction through whitener is allowed in this page.)

Signature

Name

Seal.

CSIR-Central Electronics Engineering Research Institute, Pilani(Rajasthan)

EMPANELMENT OF MEDICINE SUPPLIER

Declaration by the Medicine Supplier:

From:

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

Address of Medicine Counter/Shop from where medicines
Will be provided

To:

Director,
CSIR-Central Electronics Engineering Research Institute.
Pilani(Rajasthan)

Dear Sir,

1. I / We hereby offer to supply medicines/drugs to CSIR-CEERI Dispensary Pilani as indicated in the Bid notice, 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 will 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-CEERI 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 medicine counter/shop is situated within 05(Five) Kilometers distance by motorable route from CSIR-CEERI dispensary Pilani.
7. My / our firm has not been convicted/blacklisted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and Rules.

SIGNATURE OF WITNESS

SIGNATURE OF BIDDER

NAME

NAME

ADDRESS:

ADDRESS:

DATE: .../.../.....

Seal

| S.No. | Cover-I | Cover-II |
|--------------|---|-----------------|
| 1 | Scanned copy of Demand Draft/Banker cheque/Bank Guarantee in favour of Director, CSIR-CEERI, Pilani of Earnest Money Deposit(EMD) | Financial bid |
| 2 | Scanned Copies of valid drug license held by the bidder as on the date | |
| 3 | Scanned copy of declaration of bidder as per Annexure – C | |
| 4 | Scanned Copy of the Partnership Deed, if the bidders is partnership concern | |
| 5 | Copy of GST registration number | |
| 6 | An undertaking stating that no case is pending/(blacklisted by any Deptt.) against the bidder | |
| 7 | Scanned copies of the audited balance sheets alongwith CA's Certificate for the last three financial years | |