



सीएसआईआर- केंद्रीय भवन अनुसंधान संस्थान  
CSIR – Central Building Research Institute  
रुड़की-246 667(भारत)  
Roorkee – 247 667 (India)



दूरभाष: 01332-283257, 283281, टेली फैक्स: 272239, फैक्स: 272272, 272543

ईमेल: [spo@cbri.res.in](mailto:spo@cbri.res.in), वेबसाइट: [www.cbri.res.in](http://www.cbri.res.in)

**निविदा सूचना सं: PB-4(Disp.)/2016(Bulk)**

निदेशक, सीबीआरआई ने दवाईयों (Generic & Non-Generic separately) की थोक सप्लाई ( जिसकी अनुमानित लागत रु. एक करोड़ ) हेतु सीएसआईआर-सीबीआरआई, रुड़की में मोहरबन्द निविदा आमंत्रित की है। आपकी निविदा के साथ रु. 50,000/- की बयाना जमा राशि संलग्न की जानी चाहिए।

1. व्यापक निविदा दस्तावेज को सभी निबंधन एवं शर्तों के साथ हमारी वेबसाइट <http://www.cbri.res.in> से निःशुल्क डाउनलोड अथवा भंडार एवं क्रय अधिकारी, सीबीआरआई, रुड़की से निदेशक, सीबीआरआई के पक्ष में रुड़की में देय रु. 300/- अप्रतिदेय तथा अहस्तांतरणीय निविदा दस्तावेज फीस के रेखांकित डिमांड ड्राफ्ट के रूप में भुगतान पर **07.03.2017 (01.00 सांय)** तक प्राप्त किया जा सकता है।
2. निविदाओ की प्राप्ति की अंतिम तिथि व समय **07.03.2017** को सांय **2.30** बजे तक है। निविदाओ को उसी दिन सांय **3.00** बजे बोलीदाताओ (यदि कोई उपस्थित हो) के समक्ष खोला जायेगा।

(भंडार एवं क्रय अधिकारी)



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रुड़की-246 667(भारत)  
Roorkee – 247 667 (India)



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**Tender Notice No. PB-4(Disp.)/2016(Bulk)**

Sealed Tenders are invited on behalf of the Director, CBRI-Roorkee for bulk supply of medicines (**Generic & Non-Generic separately**) to CSIR-CBRI Dispensary in Roorkee (estimated cost Rs. One Crore approx). Your offer must be accompanied with EMD of Rs. 50,000/- (Rupees Fifty Thousand Only).

1. The Tender documents containing detailed terms & conditions can be downloaded from our website <http://www.cbri.res.in> free of cost or it may be purchased directly from the office of Stores & Purchase Officer, CBRI on payment of Rs.300.00 in the form of crossed Demand Draft, drawn in f/o **Director, CBRI payable at Roorkee** on or before **07.03.2017 upto 1.00 PM**.
2. The last date & time of receipt of tender is **07.03.2017 by 14.30 Hrs**. The tenders will be opened on the same day at **15. 00 Hrs** in presence of bidders, if any.

**Stores and Purchase Officer**



**CSIR-Central Building Research Institute**  
(A Constituent Establishment of Council of Scientific & Industrial Research)  
Roorkee - 247 667 (India)  
Tel : 01332-283257, 283530, 283281 TeleFax : 272239 Fax : 272272, 272543  
Email : [spo@cbri.res.in](mailto:spo@cbri.res.in) Web Site : <http://www.cbri.res.in>

## **TENDER DOCUMENT FOR PURCHASE OF MEDICINES**

<b>Item Name</b>	<b>Bulk purchase of medicines for CBRI Dispensary</b>
<b>Last date &amp; time for receipt of bids</b>	<b>07.03.2017 by 1430 hrs.</b>
<b>Time &amp; Date of Opening of Bids</b>	<b>07.03.2017 on 1500 hrs.</b>

**Tender Document duly filled in to be submitted to:**

**Stores & Purchase Officer  
Central Building Research Institute  
ROORKEE – 247 667 (U.K)  
INDIA**



**CSIR-CENTRAL BUILDING RESEARCH INSTITUTE**  
**ROORKEE-247667**

**Open Tender Notice**  
**TENDER DOCUMENT FOR OPEN TENDER**

**(TERMS & CONDITIONS INCLUDING INSTRUCTION TO BIDDERS AND CONDITIONS OF CONTRACT)**

1. **GENERAL:** Quotations in closed cover are invited on behalf of the Director, Central Building Research Institute, from the reputed Indian and foreign manufacturer. **The offer/ quotation must be strictly as per required specifications and the tender terms & conditions.**

**ELIGIBILITY CRETERIA:** *The Bidders should comply fully with the Technical Specifications in the tender documents.*

2. **PREPARATION AND SUBMISSION OF OFFERS:**

- a) Quotation should be submitted directly by the original manufacturer/supplier or its sole authorized distributor/dealer in **Hard Copy only (Electronic offer will not be acceptable).**
- b) The bidder shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.
- c) The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.
- d) Before the deadline for submission of the bid, CSIR-CBRI reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be notified to bidders receiving the bidding document in writing or by cable/fax/ email and will also be hosted on CBRI website.
- e) Conditional tenders will be summarily **rejected**.
- f) A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice signed by the authorized signatory before the date of submission of the bid. Any re-submission or modification in the bid should be submitted before the date & time of submission of bid as originally conveyed in the invitation of bid.
- g) The bidders are not permitted to withdraw/alter or modify their bids after expiry of the deadline of receipt of bids.
- h) First envelope marked "WITHDRAWAL" shall not be opened, but returned to the Bidder subject to submission of valid authorization to request the withdrawal. In case of substituted and modified bid, only the substituted bids and modified bids will be opened subject to production of authorization from the bidders.
- i) The quotation should be addressed to the Director, Central Building Research Institute, Roorkee and sent to the Stores & Purchase Officer.
- j) **The outer cover containing the offer/quote should be super-scribed with our Tender No. (Not the Open/ Global/ Tender Notice No.), Due date and Date of opening of tender.**

The offers must contain the following documents :-

**Techno-commercial offers must contain:**

- Bid Security/EMD
- Self-attested copy of relevant drug License for manufacturing/stocking, selling and distribution (whichever appropriate) of the product quoted duly approved by the Licensing authority for each schedule of product.
- Self attested copy of firm's registration certificate
- Self attested copy of registration in sales tax department and its TIN number along with certificate of sales tax clearance of last year.
- Self-attested copy of Sales tax Clearance Certificate of last financial year
- Self-attested copy of Income Tax Clearance Certificate of last financial year.
- Annual turnover statement of last financial year backed by practicing chartered accountant.
- Audited Balance sheet and Profit and Loss Statement of last financial year.

3. **DUE & OPENING DATES:** The Offer/Quotations must **reach** at CBRI on or before **07.03.2017 up to 2.30 P.M.** The tenders will be **opened** at **03.00 P.M. on 07.03.2017** in the presence of bidders, who wish to present themselves at the time of opening of tender. In case opening date happens to be a holiday, the tender will be opened on next working day at the same time & location. The price bids of two bid tender system shall be opened after technical evaluation of technical bids.

4. **EARNEST MONEY DEPOSIT (EMD):**

All tenders must be accompanied with EMD of **Rs. 50,000/-** along with its bid.

- a. EMD in the form of Bank guarantee (**As per format enclosed as ANNEXURE- 'C'**) or Term Deposit Receipt/FDR or Bank Draft of a scheduled bank pledged in the name of Director, Central Scientific Building Research Institute, Roorkee **valid for 90 days** from the date of opening of the tender for the required amount as mentioned in the tender notice. separate for each item must be submitted along with the quotation (with the techno-commercial quotation in case of two- The bid security /EMD may be forfeited if a bidder withdraws or amends or impairs or derogates its bid during the period of bid validity.

5. **PRICES**

Bid prices should be filled in the appropriate format enclosed as **Annexure 'B'**.

- A. We are exempted from payment of Excise Duty under notification number 10/97 dated 01.03.1997 and Customs Duty under notification No.51/96 dated 23.07.1996. **Hence Excise Duty and Customs Duty, if any, should be shown separately. No other charges than those mentioned clearly in the quotation will be paid.**
- B. **Sales Tax:** We are not authorized to issue any Sales Tax Form 'C' & 'D'.
- C. **If Custom Duty Exemption Certificate (CDEC) is required, then no sales Tax/VAT shall be payable. In such cases, we prefer to Import on High Sea Sales Agreement. (The name of the items to be imported alongwith its cost may be mentioned in the quote).**

6. **VALIDITY OF OFFER :**

The prices must be valid at least for a period of **90 days** from the date of opening of the Tender. No changes in prices will be acceptable in any condition after opening of tender till the validity of the offer or execution of the order whichever is later.

7. The Vague terms like "packing, forwarding, transportation, taxes..... etc. extra" without mentioning the specific amount/percentage of these charges will not be accepted. Such offers shall be treated as incomplete and rejected.

8. **REASONABILITY OF PRICES :**

- i) Please quote best prices offering maximum discount applicable for a premiere Research/educational Institution, **leaving no scope for any further negotiations on prices.**
- ii) **The quoting party should give a certificate to the effect that** the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to CBRI to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later.

9. **FALL CLAUSE:**

It is a condition of this tender and that of the pursuant contract that the prices charged for the drugs & medicines, etc. supplied by the contractor shall in no way exceed the lowest price at which the contractor sells the stores of identical description to any other person/organization during the currency of the contract. If at any time during the currency of the contract, the contractor reduces the sale price of such stores or sells such stores to any other person/organization at a price lower than the prices chargeable under the contract, he/she shall forthwith notify such reduction or sale to the Stores & Purchase Officer, CBRI Roorkee. and price agreed to under the contract for the medicines supplied after the date of coming into force of such reduction/sale shall stand correspondingly reduced.

10. **Price Format:**

- **The interested firms have to quote the Percentage of discount, they would offer on the Printed Price(MRP) , which shall be the basis of deciding the successful bidder, subject to compliance of other terms & conditions of the tender in the Format of Price. (annexure-B)**

• **PERIOD & MODE OF DELIVERY:**

**The Quality and delivery period is the essence of contract hence The Successful bidder shall not supply any substitute of the prescribed medicines. The successful bidder has to supply all brand of medicines. If the firm fails to supply the medicines within 21 days and short supply without any valid reason thereof, the firm shall be penalised @ 1% of invoice bill/order Per Week to the max. of 10% as per rules prescribed in CSIR purchase procedure.**

All drugs supplied should have at least a minimum of 3/4th of the shelf life of the drug supplied at the time of receipt of supply at consignee end.

11.

**PERFORMANCE SECURITY:**

- Successful bidder shall have to enter into an agreement regarding performance obligations with CSIR-CBRI Roorkee and submit a Performance Bank Guarantee for an amount of **Rs.5,00,000/- (Rs. Five lakh Only)** that is **5% of estimated cost** valid for a period of **14 months**, which may be forfeited in case of unsatisfactory performance, irregular, and/or incomplete supply.

12. **PAYMENT CONDITION:**

The 100% payment shall be released within 30 days from the date of receipt of accepted drugs & medicines and upon submission of claim for payment supported by Invoice (in triplicate). However, if supplied drugs are found 'not of standard quality', then whole payment will be withheld and shall be released only after receipt of replacement of drugs which were found not of standard quality.

13. **NO ADVANCE PAYMENT:** No advance payment will be made to any supplier.

14. **LATE/ DELAYED /UNSOLICITED QUOTATION:** Late or delayed/Unsolicited quotations/offers shall not be considered at all. These will be returned to the firms as it is. Post tender revisions/corrections shall also not be considered.

15. **ACCEPTANCE OR REJECTION OF OFFER:** The Director, Central Building Research Institute, Roorkee reserves the right to accept or reject any quotation /tender in part or full without assigning any reason thereof. The successful bidder should submit Order acceptance within 15 days from the date of issue.

16. **PAGE NUMBERING & SIGNATURES:** Your offer should be a page numbered and signed by an authorized signatory giving his/her name and designation below the signatures.

17. **FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. **DISPUTE SETTLEMENT:** All disputes arising out of this contract shall be referred to the sole arbitration of the Director General of Council of Scientific & Industrial Research (CSIR) and Secretary, Department of Scientific & Industrial Research (DSIR) Govt. of India 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. However, in case of importers, the provisions related to Arbitration as per the United Nations Commission on International Trade Laws (UNCTRAL) will be applicable and binding on both the parties. The venue of arbitration in both the above cases will be Roorkee U.K. (INDIA).

-sd-  
( Stores & Purchase Officer)

**TECHNICAL TENDER FORM**

Date \_\_\_\_\_

Ref. Your Tender Document No. \_\_\_\_\_ dated \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We, the undersigned have examined the above mentioned Tender document. We now offer to supply and deliver drugs and medicines in conformity with your above referred document.

1. If our tender is accepted, we undertake to supply the drugs and medicines in accordance with the delivery requirements given in the Tender document.
2. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form of the Tender Document for due performance of the contract.
3. We agree to keep our tender valid for acceptance as required; We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
4. We further understand that you are not bound to accept the lowest or any tender you may receive against your above referred tender enquiry.
5. We confirm that we do not stand deregistered/banned/blacklisted/debarred by any Govt. Authorities.
6. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Document, including amendment/ corrigendum if any.

**(Signature with date)**

**(Name and designation) Duly authorised to sign tender for and on behalf of**  
\_\_\_\_\_ **(Name of Tenderer)**

**Format of Price Schedule**

<b>GENERIC DRUGS AND MEDICINES</b>	<b>DISCOUNT SLAB IN %</b>	<b>NON GENERIC DRUGS AND MEDICINES</b>	<b>DISCOUNT SLAB IN %</b>

(Signature & seal of Tenderer)



**BID SECURITY FORM**

Whereas ..... (Hereinafter called “the tenderer”) has submitted their offer dated ..... for the supply of ..... (Hereinafter called “the tender”) against the purchaser’s tender enquiry No. \_\_\_\_\_

KNOW ALL MEN by these presents that WE ..... (Name of bank) of ..... (Name of country), having our registered office at ..... (Address of bank) (Hereinafter called the “Bank”), are bound unto ... (Name of purchaser) (Hereinafter called “the purchaser”) in the sum of ..... for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ..... day of..... 20.....

**THE CONDITIONS OF THESE OBLIGATIONS ARE:**

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity.
3. If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
4. Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchase will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

The guarantee shall remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....  
**(Signature of the authorized officer of the Bank)**

**Name and Designation of the Officer**  
Seal, Name & Address of the Bank and address of the branch