



**CENTRAL INSTITUTE OF MINING & FUEL RESEARCH**  
(CSIR, Ministry of Science & Technology, Govt. of India)  
H.Q.: Barwa Road Campus, Dhanbad – 826 015 (Jharkhand), India

NIT NO :- 14(5)2010 FILE No. CIMFR/PUR/14(8)2008

Date: 30.12.2010

**NOTICE INVITING TENDER**

Director, CIMFR invites sealed tenders in two bid system (Tech-no commercial bid & financial bid) from Reputed Retailers Allopathic Medicine Stores/Retailers, for supply of medicines for day to day requirement of bonafide staff members & pensioners of both the campuses (Barwa Road & Digwadih Campus) of the Institute, by opening an outlet inside the office premises.

**Last Date of Submission : 31.01.2011**

**Time: Up to 5.00PM**

**Date of Opening : 01.02.2011**

**Time: 3.00 P.M.**

**Details Terms & Conditions are available at [www.cimfr.nic.in](http://www.cimfr.nic.in)**

Tele Fax No: 0326- 2296030

Stores & Purchase Officer



CENTRAL INSTITUTE OF MINING & FUEL RESEARCH  
(CSIR, Ministry of Science & Technology, Govt. of India)  
H.Q.: Barwa Road Campus, Dhanbad – 826 0015 (Jharkhand), India

NIT No. CIMFR/PUR/14(5)2010

Dt.30.12.2010

**NOTICE INVITING TENDR**

Director, CIMFR invites sealed tenders in two bid system (Tech-no commercial bid & financial bid) from reputed retailers Allopathic Medicines Stores for supply of medicines of **both the campuses (Barwa Road & Digwadih Campus)** of the bonafide staff members of CIMFR by opening an outlet inside the office premises.

Item No.	File No.	Particulars of Item	T.D. Fee in DD*	EMD in DD/BG
1.	CIMFR/PUR/14(8) /Med./08-09	Supply of Medicines	Rs.300/-	Rs.1,00,000.00

\* No tender fees are required in case it is downloaded from the site [www.cimfr.nic.in](http://www.cimfr.nic.in).

*Note: The Tender Document can be obtained from the Office of the Stores & Purchase Officer, CIMFR, Barwa Road, Dhanbad on written request on payment of the non- refundable and non – transferable tender document fees as stated above in the form of cross Demand Draft issued by a scheduled bank drawn in favour Director, CIMFR, payable at State Bank of India, Hirapur Branch, Dhanbad **from 03.01.2011 to 31.01.2011**. CIMFR will not be responsible for non-receipt of the Tender Documents due to postal delay/loss in transit. The tender complete in all respect along with EMD should reach to this office **on or before 31.01.2011 before 5.00 PM and shall be opened on 01.02.2011 at 3.00 PM onwards in the Meeting Room of CIMFR.***

Tender Documents with detail terms & conditions can be downloaded from our website: [www.cimfr.nic.in](http://www.cimfr.nic.in). . Tender fees will not be required if it is downloaded from the website up to the tender sale period. **The required EMD as stated above in the form of DD or BG must be enclosed in the technical bid failing which the offer will be treated as non-responsive.**

Director, CIMFR reserve the right to accept or reject in part or in full to any or all the tender without assigning any reason thereof.

Tele Fax No: 0326- 2296030

**Stores & Purchase Officer**

## **TERMS & CONDITIONS**

### **1. INTRODUCTION TO THE BIDDERS**

- (i) Tenders must be sealed in two bid system (Tech-no commercial bid & financial bid) and superscribed with **Tender Enquiry No. CIMFR/PUR/14(8)2008** and **Date of Opening 01.02.2011 AT 3.00 P.M** and for the stores applied for i.e **“Tenders for supply of Allopathic Medicines”**.
- (ii) Single bid /Opened/Unsealed Tenders in any form shall not be accepted.
- (iii) Tenders must be addressed to **Director, CENTRAL INSTITUTE OF MINING & FUEL RESEARCH, HEAD QUARTER, BARWA ROAD, DHANBAD -826015, JHARKHAND**
- (iv) Tenders/ quotations must be sent efficiently in advance, so that it reaches the destination on or before the due date and time. Quotations received after the due date and time shall not be considered at all. The Institute Shall not be held responsible for any postal delay, if any.
- (v) Conditional and unambiguous and late / delayed tenders shall be rejected summarily. .
- (vi) The offers must be neatly typed/ computer generated to avoid any errors or misrepresentation.
- (vii) Tenders must be signed and sealed and carry all necessary documents with it, as asked for including the EMD as asked for, at cl. No- 06 of this Tender Document.
- (viii) Incomplete tenders in any form shall be treated as non-responsive, hence, rejected.

### **2. SCOPE OF CONTRACT**

- i) The supplier/ retailer shall have to open an outlet (to be provided by the Institute) on minimum charges. They shall have to supply medicines to the bonafide staff members their dependants & pensioners of the Institute strictly as per the prescription slips issued by our authorized Medical Officers.
- ii) The quoting firms must indicate the percentage of discount in financial bid only they would like to offer on the printed price (MRP), which shall be the basis for deciding the successful bidder.
- iii) Bidder must have to mention the exact tax rate of all levied current taxes clearly, Categorically specify whether quoted tax (es) is/are extra on discounted price or inclusive within discounted price.
- iv) In-case of tax column- left blank/inclusive/all inclusive, it will be treated as all current taxes are inclusive within discounted price. Hence, No tax claim will be considered extra on discounted Price.
- v) The supplier will have to maintain sufficient stock of the standard quality of medicines at all times to avoid inconvenience to CIMFR dispensary beneficiaries.
- vi) In case of failure or refusal to supply the medicines, the contract is liable to be cancelled at his risk and cost. Any extra cost involved in arranging supply from alternative source will be recovered from contractor.
- vii) The supplier has to indicate batch number and name of manufacturer, expiry date in the invoice/bill at the time of supply. Medicine prescribed should be supplied without any substitute.

### **3. PERIOD OF CONTRACT :**

The contract shall be for a period of **two years** from the date of issue of order unless cancelled by the DIRECTOR, Central Institute of Mining & Fuel Research, Dhanbad before the expiry of the period at his discretion. However, the contract may be extended beyond two years, if so agreed to, by both the parties.

### **4. CIMFR OBLIGATIONS:**

Proper & Suitable space with separate electric meter & locking facility for opening of the outlet will be provided to the awardee of the contract **purely on temporary basis** and against the L.F of Rs.1000.00 per month for each campus. The water and electricity charges will be charge extra at actual. Charges of electricity will be as per the tariff at Jharkhand State Electricity Board (JSEB) and the Water charges will be as per the prevailing charges of Institute. The license fee for the entire contract period must be submitted in advance within seven days to CIMFR by means of D.D./AC Payee Cheque.

Space provided shall be vacated immediately by the awardee on completion/ termination of the contract. The entire job of collection of medicines stores and its distribution will be responsibility of firm for smooth management through their engaged manpower.

CIMFR shall not be responsible for any kind of dispute and non-readiness of the medicines on time as per the demand of the bonafide staff members.

### **5. LIABILITY OF THE TENDERERS:**

#### **Engagement of staff and maintenance of timings:**

- i) Trained personnel/ staff should be available for identifying & dispensing with the medicines to be supplied to the staff/pensioners of the Institute.
- ii) The representative of the contractor engaged for the above purpose inside the Institute's premises must maintain all discipline and should not be a cause of disturbance of any form.
- iii) The party has to provide the certificate of issuing the medicines at around the clock i.e. 24 hrs. and seven days for all 365 days and cannot say no to any staff requiring the medicines at any point of time.
- iv) The successful bidder/ chemist will be required to open an outlet at CIMFR Colony (both the campuses) & the medicines shall be provided through the outlet immediately.
- v) The party has to secure separate Electric meter/ separate water meter(if applicable ) and inform the date of occupation to concerned department.
- vi) **Delivery Of Medicines:** The delivery of medicines will be made on the same day as the collection of the medicine indent slip or at the latest by the next day at the premises of the dispensary or at the residence of the patients at CIMFR (Both campuses ) colony in case of emergency as directed and CIMFR (Digwadih Campus & Barwa Road campus ).
- vii) If medicines of any cost supplied late/delayed after next day, the penalty will be charged on that fortnight bill in proportion of delay/late.

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- viii) **Non-Availability Of Medicines:** When medicines are not available with the supplier for supply, same will be procured from the marked and supplied by the supplier on the very day the indent has been received.
- ix) **Loose Supplies:** Medicines are required to be supplied in original packing of manufacture and in approximately nearest to the total quantity demanded. Loose supplies are to be made only when the difference between the quantity actually required and the quantity contained in the nearest original packing exceeds the limit of **20%** of the demand. The bill for such loose supplies will be calculated on the basis of the total quantities of each items supplied on any particular day in proportion to price of the quantity actually supplied. The supplier have to attach the package containing description, rate dates etc to his bill of items supplied.
- x) **Packing Supplies:** Medicines are required to be supplied in original packing of manufacturer and in approximately nearest to the total quantity as prescribed.
- xii) **Record to be maintained** The supplier has to indicate batch number and name of manufacturer, expiry date in the indents at the time of supply. Medicine prescribed should be supplied without any substitute. The supplier has to use retail sells **software** to issue challans, Bills and display used quantity against the any individual bonafide staff members & stock of medicine at any point of time within the contract Period.
- xiii) **Quality & Quantity of medicine and repurcusions on its non-maintenance:** In case it is found that any particular medicine supplied is substandard or spurious or beyond the expiry period, the supplier is liable to be black listed for a period of 5 years besides any other appropriate legal action as admissible under the law. In any unavoidable reason, it is not possible to supply the medicine immediately and the beneficiaries are compelled to procure the same from some other local chemist, and price paid by them, will be payable to him by the supplier for that medicine as per terms and conditions.
- xiv) **Life Period:** The life of medicines supplied should not have **passed more than half** in the case of short life and one year in the case of long life medicines from the date of manufacture at the time of supply.
- xv) Supply orders placed against the contract will be the last date of the contract period. Orders received during the closing date should be complied with in due course in accordance with the terms of contract even though the last date of the contract may have expired.
- xvi) The security deposit is also liable to be forfeited if the performance of the contract is not satisfactory.
- xvii) The firm must mention in their quotation whether they will open an outlet or not, failing which it will be presumed that they are not interested to open an outlet in CIMFR.
- xviii) Successful bidder shall not sale any item other than prescribed medicines and also shall not be allowed to sale medicines through outlet to general public but to CIMFR employees/ pensioners only.
- xix) The medicines are to be supplied to CIMFR employees only after affixing stamp bearing the words, "FOR CIMFR STAFF ONLY" whenever possible.

- xx) Medicines are to be sold to bonafide staff members of CIMFR of both the campuses and not to any general public.
- xxi) The safe custody of the medicines to be maintained by the party. They will cover the insurance cost. This includes the life saving drugs as well.

6. **EMD**: Advance Free Bank/ Demand Draft from a Nationalized Bank for Rs.1,00,000/- (Rupees one lac Only) drawn in favour of the Director, CIMFR Dhanbad towards the earnest money must be enclosed along with the tender in the form of DD/BG. The BG may be issued from a schedule Indian Bank and must be valid for 180 days. Tenders received without the EMD shall be summarily rejected.

**7. PBG** The bidder who comes out successful in the process of highest discount and other eligibility criteria will have to submit a DD/BG for Rs.5,00,000/- (Rupees Five Lakhs Only) in favour of Director, CIMFR, Barwa Road payable at Hirapur Branch Dhanbad The PBG must be valid for 26 months from the date of contract. The EMD will be returned to the parties within ten days after the award of the contract.

**8.ESTIMATED SALE:**

From past experience of our requirement the total turnover of supply and billing of medicines may go up to Rupees One Crore (Approx.) per annum. However, CIMFR does not conform to have any obligations of meeting such targets. The target of sale may vary depending upon the requirement.

**9.WARRANTY:** The tendered shall furnish along with their quotation the under noted warranty with the declaration that the medicines supplied is the best quality and in accordance with the specifications and if the articles are found that they are not as per the description, the same can be rejected. In case of rejection, such medicine, it may be replaced forthwith failing which the contractor will be deemed to have committed a breach of contract and be liable to pay such damage as may arise by reason of breach of the conditions of the warranty.

**10.ELIGIBILITY CRITERIA FOR THE TENDERERS:** The bidder(Retail outlets only) must have a annual turn over of more than **40 lakhs/annum** during **last three** years. **Those who qualify the minimum liability criteria will only be allowed to be considered while deciding the lowest tender. The offers of the bidders who do not qualify this criteria shall be rejected** summarily. No communication in this regard shall be sent to them for such rejection. The bidder has to produce the following documents while submitting the tender. Non- production of any of the following documents shall lead to rejection of the BID/OFFER.

- i) Copies of the Documents towards required turnover.
- ii) Copy of the firm's VAT/TIN NO. (REGISTRATION CERTIFICATE)
- iii) Copy of PAN CARD of the bidder.
- iv) Tax clearance certificate for last three years.
- v) **Copy of the Retail license for selling drugs from Drug Controller of Jharkhand/West Bengal etc. (latest) valid for the period of contract /more.**
- vi) Certificate from Drug Controller, Jharkhand for no case pending against tenderer.

11. **PRODUCTION OF BILL** : The supplier shall present their bill computer generated for each fortnight's supply on the basis of prescription slip within then days of the closing day of each respective fortnight. The bill shall show in detail the supply made each day along with the details of the medicines as supplied together with a copy of doctors prescription.

The bills must be submitted along with original medicine **computer generated issue slip** duly certified in the prescribed form by the Medical Officer CIMFR (formerly CMRI & CFRI) Dhanbad.

12. **PAYMENT TERMS**: The supplier shall claim payment twice a month by submitting the bills along with all the necessary documents in complete form (to be prescribed). The payment will normally be arranged within 4 to 5 weeks from the date of presentations/submission. **Payment will be directly transferred to the A/C of the retailer/ contract Holder** , if any banker charge will be deducted from their raised bills.

**Hence, Banker's name & address, A/C holder's names & address, A/c No., RTGS & NIFTS Nos. must be submitted by the bidders.**

**13.AGREEMENT**: Both the CIMFR and selected tenderer for the contract shall enter into an agreement mutually agreed upon in the prescribed format on an non- judicial stamp paper of Rs.100 only which shall be operative for one year.

**14.VALIDITY OF THE TENDER** The validity of the tender should be 180 days from the date of opening of the tenders.

### **15.CHECK LIST**

The tenderers must submit the following documents along with their tender papers:

- i. income tax clearance certificate.
- ii. Banker's name & address, A/C holder's names & address, A/c No., RTGS & NIFTS Nos.
- iii. A certificate from the Drug Controller, Jharkhand or an affidavit stating that there is no case pending against the firm under the Drugs Act.
- iv. Latest copy of the Retail license for selling drug from the Drug Controller, Jharkhand/West Bengal etc. (latest valid for the period of contract /more.
- v. Copy of registration certificate and by laws in case of co-operative society.
- vi. Copy of partnership agreement of general power of attorney in case of partnership firm.
- vii. Documentary evidences regarding annually turn over of Rs.40 lakhs above for the last three years.
- viii. The requisite EMD
- ix. Copy of the firm's VAT/TIN NO. (REGISTRATION CERTIFICATE)

**16.Descretion of the Director**: Director, CIMFR reserves the right to accept or reject any or all the tenders without assigning any reason what so ever. The contract may be extended or curtailed at any point of time at the discretion of the Director, CIMFR, Dhanbad.

**17. Disputes & its Jurisdiction:**

This contract between the supplier and the buyer shall be governed by the Laws of India and under this contract shall be taken by the parties only in Dhanbad, India to competent jurisdiction.

**18. Arbitration:**

Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of the specifications, instructions and terms & conditions herein before mentioned and as to the quality of the materials, as to any question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the Contract. Specifications, estimates, instructions, orders

or these conditions or otherwise concerning the works, or the execution of the same whether arising during the process of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of a person nominated by the Director General, Council of Scientific & Industrial Research, New Delhi, and if he is unable or unwilling to act to the sole arbitration of some other person appointed by him willing to act as such arbitrator. The submission shall be deemed to be submission to Arbitration under the meaning of the India Arbitration & Conciliation, 1996 or any satisfactory modification or reenactment thereof for the time being in force conclusive and binding on all parties of the Contract. **The venue of the arbitration will be Dhanbad only.**

**In the case of a dispute between the purchaser and a foreign supplier, the dispute shall be settled by arbitration in accordance with provision of clause above. But if this not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission of International Trade Law) Arbitration Rules. The venue of the arbitration shall be the place from where the order is issued.**

**19. PARALLEL CONTRACT**

The director, CIMFR Dhanbad reserves the right to enter into parallel contract simultaneously or at any time during the period of this contract with one or more Chemists/ suppliers. The indents to be accepted must carry the signature of Medical officer, CIMFR Dhanbad Dhanbad whose specimen signature will be supplied duly attested by the Controller of Administration (COA)/ Administrative officer, CIMFR Dhanbad. In his absence, the signature of the Administrative Officer/ Section Officer or any other officer authorized may be accepted.

**20. LD / Penalty Clause:-** A liquidated damage charges of minimum of 0.25% of the order value per week or Maximum up to 10% of the total value of the fortnight bill in which complained received on basis of the recommendation of the Medical officer / competent authority will be recovered from the bill of the contract holder for non-compliance of the contractual Terms and Conditions in time as per Government Rules. Director CIMFR may impose penalty beyond 10% / actual compensation for any serious loss/ damage to health / organ/ life due any gross violation of any of the contractual terms & Conditions.

**21. RIGHT OF ACCEPTANCE**

The director reserves the right to accept the lowest or any other tender and reserves to himself the right of accepting the whole or any part of the tender without assigning any reason what so ever.

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**APPLICATION FORMAT**

1. Name of the Retail Stores/Firm
  
2. Address with phone & Fax
  
3. Name of the proprietor & Phone No,Fax & Email, etc.
  
4. Drug License No
  
5. PAN CARD NO. (Latest):
  
6. VAT/ TIN No:
  
7. Name of two clients (preferably govt. organizations)
  
8. Percentage of discount ( in word/ figure) On MRP ( Maximum Retail Price)  
In Words:-   
In Fugure:-
  
9. Timing of Service:
  
10. Exact Rates of all levied current Taxes (whichever is/ are applicable) on the discounted rate in % (Pl. fill-in as inclusive , incase no extra tax is to be charged ).   
**The column should not be left blank.**

**Declaration:**

“This is to certify that the statements made above are true to the best of my/ our knowledge. I/ we shall be held responsible, if any of the statements made above are found to be incorrect and shall be abided by it”.

**(Signature of the proprietor/authorized signatory with date and seal)**

**Name: -----  
( In block Letters)**

**FORMAT FOR FORWARDING LETTER**

From:

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

To,

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

**Sub:- Tender for supply of Medicines**

Dear Sir,

I/ We hereby offer quotation to supply Allopathic medicines to Central Institute of Mining & Fuel Research, Barwa Road, Dhanbad (formerly CMRI) and Digwadih Campus (formerly CFRI) Dhanbad by opening an outlet there against Press advertisement no. No.CIMFR/PUR/14(8)2008 dated.30.12.2010 published in daily news paper “\_The Telegraph/ Hindustan”.The following documents are attached for your reference.

1. Application format
2. Declaration form
3. Requisite EMD for Rs.\_\_\_\_\_ DD/BG Nos:\_\_\_\_\_ date\_\_\_\_\_ issuing bank.
4. Copy of NIT terms & conditions duly sealed and signed as a proof of acceptance of the same ( all certificates).
  - a. Certificate from Drug Controller, Jharkhand or an affidavit stating that there is no case pending against the firm under the Drugs Act.
  - b. Copies of Sales Tax clearance certificate (for last three years)
  - c. Copy of Retail license for selling of Drug from the Drug Controller of Jharkhand (latest)
  - d. Copy of partnership agreement or general power of Attorney, if any.
  - e. Documentary evidences regarding annual turn over of Rs. 40 lakhs (forty lakhs only) or above for the last three years.
  - f. Copy of VAT/TIN NO. (REGISTRATION CERTIFICATE)
  - g. Copy of PAN CARD .
  - h. Copies of agreement/ order of any supply contract with any Govt. organization.
  - i. Any other documents as applicable or the bidder feels essential.
- ii. Banker's name & address, A/C holder's names & address, A/c No., RTGS & NIFTS Nos. must be submitted by the bidders.

Thanking you,

Date:\_\_\_\_\_

Yours faithfully,

(Signature of the proprietor/ authorised signatory with seal & date)

Name\_\_\_\_\_

**(In Capital Letters)**

