



**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.CIMFR/PUR/14(13)2008

Date:21.08.2008

**NOTICE INVITING TENDER**

Director, CIMFR invites sealed tenders in two bids system i.e. in techno-commercial & commercial bid from reputed Allopathic Medicine Stores/Retailers/Distributors/Stockists/Suppliers etc. for supply of medicines for day to day work requirement of bonafide staff members & pensioners for both the campuses (Barwa Road & Digwadih Campus) of the Institute, by opening an outlet inside the office premises.

**Last Date of Submission : 22.09.2008      Time: Up to 4.00 P.M.**

**Last Date of Opening : 23.09.2008      Time: 10.00 AM onwards**

**Details of the Tender Document is available at [www.cimfr.nic.in](http://www.cimfr.nic.in)**

**☎ : 0326- 2388306/2388319**

**☎ : 0326- 2296030/2381210**

**Stores & Purchase Officer**



# CENTRAL INSTITUTE OF MINING & FUEL RESEARCH

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## NOTICE INVITING TENDER

Director, CIMFR invites sealed tenders in two bids system i.e. in techno-commercial & commercial bid from reputed Allopathic Medicines Stores/Retailers/Distributors/Stockists/Suppliers etc. 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/BC
1.	CIMFR/PUR/14(8)/Med./08-09	Supply of Medicines	Rs.300/-	Rs.2,00,000.00 (Rupees Two Lakhs Only)

\* 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 **25.08.2008 to 22.09.2008**. 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 **22.09.2008 before 4.00 PM** and shall be opened on **23.09.2008 at 10.00 AM** onwards in the Meeting Room of CIMFR..*

Tender Documents with detail terms & conditions can be downloaded from our website: **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.

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6: 0326- 2296030/2381210

**Stores & Purchase Officer**

# **TERMS & CONDITIONS**

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

- (i) Tenders must be sealed and superscribed with **Tender Enquiry No.**\_\_\_\_\_ and **Date of Opening** \_\_\_\_\_ and for the stores applied for i.e “**Tenders for supply of Allopathic Medicines**”.The tender must be submitted in two bid system i.e. **techno-commercial (annexure-A) and commercial bid (annexure-B)**separately. Tenders submitted in single bid shall be summarily rejected.
- (ii) 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 15.
- (viii) Incomplete tenders in any form shall be treated as non-responsive, hence, rejected.

## **2. SCOPE OF CONTRACT**

- i) The supplier/ retailer /distributor/stokist/traders etc. 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 & 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 they would like to offer on the printed price (MRP) which shall be the basis for deciding the successful bidder.
- iii) The supplier will have to maintain sufficient stock of the standard quality of medicines at all times to avoid inconvenience to CIMFR dispensary beneficiaries.
- iv) 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.
- v) The supplier has to indicate batch number and name of manufacturer, expiry date in the indents/money receipt at the time of supply. Medicine prescribed should be supplied without any substitute.

**3. PERIOD OF CONTRACT :**The contract will be for a maximum period of **TWO YEARS** from the date of issue of order unless cancelled by the **DIRECTOR**, Central Institute of Mining & Fuel Research, (formerly CMRI) Dhanbad before the expiry of the period at his discretion. However, the contract may be extended beyond one year, if so agreed to, by both the parties.

#### 4. CIMFR OBLIGATIONS:

Proper & Suitable space with locking facility for opening of the outlet will be provided to the awardee of the contract **purely on temporary basis** and against the rent of Rs.500.00 per month. The water and electricity charges will be charge extra at actual. Charges of electricity will be as per the tariff Jharkhand State Electricity Board (JSEB) and the Water charges will be as per the receipt of the Municipal Corporation, Dhanbad. The rent for the entire contract period must be submitted in advance within seven days to our Cashier at headquarters on award of contract.

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:

- 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 days and seven weeks 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) **DELIVERY OF MEDICIENS:** 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 (formerly CMRI) colony in case of emergency as directed.
- vi) **NON-AVAILABILITY OF MEDICIENS:** 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.
- vii) **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.
- viii) **PACKING SUPPLIES:** Medicines are required to be supplied in original packing of manufacturer and in approximately nearest to the total quantity as prescribed.
- ix) 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.
- x) 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.

- xi) Surprise chekings for the supply of the medicines & any other documents as required may be carried out at the outlets by the bonafide staff members as authorized by the Competent Authority from time to time and the party should be prepared for the same. The contract holder should store medicines properly as per the methodology of pharmaceuticals science specially life saving drugs by using refrigerators etc.
- xii) **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.
- xiii) 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.
- xiv) No claim shall be made against the CIMFR (formerly CMRI), Dhanbad in respect of interest if any, due on the security deposit or depreciation in value.
- xv) The security deposit is also liable to be forfeited if the performance of the contract is not satisfactory.
- xvi) 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.
- xvii) 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.
- xviii) The medicines are to be supplied to CIMFR employees only after affixing stamp bearing the words, "FOR CIMFR STAFF ONLY" whenever possible.
- xix) Medicines are to be sold to bonafide staff members of CIMFR of both the campuses and not to any general public.
- xx) The safe custody of the medicines to be maintained by the party. They will cover the insurance cost.
- xxi) The party needs to establish the outlet at both the Barwa Road campus as well as Digwadih Campus.
- xxii) The bidders may express their desire for provision of the ambulance facilities to the staff members in case it is available with them. Any other facility needs to be provided will be welcomed. This criteria is purely optional and will not have any impact on deciding the award of contract.

6. **EMD:** A Bank Garantee/ Demand Draft from a Nationalized Bank for Rs.2,00,000/- (Rupees Two Lakhs Only) drawn in favour of the Director, CIMFR (formerly CIMRI) Dhanbad towards the earnest money must be enclosed along with the tender. Tenders received without EMD shall be rejected summarily. EMD of all the unsuccessful bidders will be returned within 15 days.

**7. PBG:** A Bank Guarantee/ Demand Draft from a Nationalized Bank for Rs.5,00,000/- (Rupees Five Lakhs Only) drawn in favour of the Director, CIMFR (formerly CIMRI) Dhanbad towards the earnest money must be submitted by the awardee along with the acknowledgement of the agreement for supply of the medicines . The PBG must be valid for 26 months from the date of agreement for supply of the medicines or acceptance whichever is later. The EMD shall be returned on receipt of PBG.

**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 must have a annual turn over of more than 80(eighty lakhs only) lakhs/annum for last preceeding three years. Necessary audited balance sheet/account must be submitted by an authorized chartered accounted for the proof of such annual turnover as stated above.**Those who qualify the minimum eligibility criteria will only be allowed & called for opening of commercial/price bid** . Order shall be placed on highest bidder only.The offers of the bidders who do not qualify this criteria shall be summarily rejected. No communication in this regard shall 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 .

- i) Documents towards required turnover.
- ii) VAT/TIN NO. (REGISTRATION CERTIFICATE)
- iii) PAN CARD NO.
- iv) Tax clearance certificate for last three years.
- v) Copy of the license for selling drugs from Drug Controller of Jharkhand (latest).
- vi) Retail license.
- vii) 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 on the end of every month towards claim of payment.. The bill shall show in detail the supply made each day along with the details of the medicines as supplied.

**The bills must be submitted along with original medicine issue slip duly certified in the prescribed form by the Medical Officer, CIMFR, Dhanbad.**

**12. PAYMENT TERMS:** The supplier shall claim payment once in a month along with all the documents as stated at clause no. 11 above. Payment shall be released to the party by A/C payee cheque drawn in favour of the retailer/ contract firm payable at any scheduled bank at Dhanbad within two weeks time.

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

**14. VALIDITY OF THE TENDER** The validity of the firm 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. Name and address of their Bankers.
- 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 license for selling drug from the Drug Controller, Jharkhand.
- 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. 80 lakhs above for the last three years.
- viii. The requisite EMD
- ix. Copy of the firms/VAT/TIN NO.( registration certificate).

**16. Discretion 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.**

### **19. PARALLEL CONTRACT**

The director, CIMFR (formerly CMRI) Dhanbad reserves the right to enter into parallel contract simultaneously or at any time during the period of this contract with one or more suppliers.

### **20. 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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**FORMATE 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) dispensary, Dhanbad against advertisement no. \_\_\_\_\_ published in daily news paper “\_\_\_\_\_”.The following documents are attached for yourreference.

1. Application format
2. Declaration form
3. Requisite EMD for Rs. \_\_\_\_\_ DD 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. Sales Tax clearance certificate (for last three years)
  - c. Copy of licence 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. 80 lakhs above for the last three years.
  - f. Any other documents as applicable.
  - g. VAT/TIN NO. (REGISTRATION CERTIFICATE)
  - h. PAN CARD NO.
  - i. Copies of agreement/ order of any supply contract with any Govt. organization.
  - j. Retail license.

Thanking you,

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

Yours faithfully,

Signature of the Tenderer with Seal & date  
Name \_\_\_\_\_

**APPLICATION FORMAT FOR TECHNO- COMMERCIAL BID (ANNEXURE-A)**

1. Name of the firm's shop:
2. Address:
3. Name of the proprietor & Contract no., e-mail, Fax etc.
4. Drug Licence No
5. PAN CARD NO. (Latest):
6. Name of two clients preferably govt. org.
7. Timing of Service:
8. Annual Turn Over Rs. \_\_\_\_\_ P/A

**Declaration:**

I This is to certify that the statements made above are true to the best of my knowledge I/ we shall be held responsible if any of the statements made above are found to be incomplete and shall fully abide by it.

This is to certify that the statements made above are true to the best of my knowledge I shall be held responsible if any statement above is found to be incorrect and shall abide by it.

Signature of the proprietor

Name:

Contract Number with Seal:

Note:- Attested copies of documents at numbers 4 & 6 to be submitted failing which the quotation will be treated as non-responsive and rejected.

Signature of the authorized signatory with seal & date  
(Name in block letters)

**APPLICATION FORMAT FOR COMMERCIAL BID (ANNEXURE-B)**

- 1. Name of the firm's shop:
  
- 2. Address:
  
- 3. Name of the proprietor & Contract no., e-mail, Fax etc.
  
- 4. Drug Licence No
  
- 5. PAN CARD NO. (Latest):
  
- 6. Name of two clients preferably govt. org.
  
- 7. Percentage of discount ( in word/ figure)
  
- 8. Timing of Service:
  
- 9. Annual Turn Over Rs. \_\_\_\_\_ P/A
  
- 10. Rate of Taxes applicable:-

on the discounted rate in % (table fill in an inclusive , incase no extra tax is to be charges).  
The column should not be left blank.

**Declaration:**

2 This is to certify that the statements made above are true to the best of my knowledge I/ we shall be held responsible if any of the statements made above are found to be incomplete and shall fully above by if.

This is to certify that the statements made above are true to best of my knowledge I shall be held responsible if any statement above is found to incorrect and shall abide by us

Signature of the proprietor  
Name:  
Contract Number with Seal:

Note:- Attested copies of documents at numbers 4 & 6 to be submitted failing which the quotation will be treated as non-responsive and rejected.

Signature of the authorized signatory with seal & date  
(Name in block letters)

\*\*\*\*\*  
\*\*\*\*\*THE END\*\*\*\*\*  
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