

FOR

SUPPLY OF MEDICINE AT DIGWADIH & BARWA ROAD CAMPUS



CSIR-CENTRAL INSTITUTE OF MINIG AND FUEL RESEARCH

(Council of Scientific & Industrial Research)

DHANBAD-826015

Telephone : 0326-2296023,2296042, Fax- 2296025

Website Address www.cimfr.nic.in

Signature & Seal of the Cont

CSIR Touching Lives

CSIR-Central Institute of Mining & Fuel Research
(Council of Scientific & Industrial Research)
HQs, Barwa Road, Dhanbad, Jharkhand -826015

No. CIMFR/Med./Gen./2017

Date: 12/10/2017

NAME OF THE WORK: SUPPLY OF ALLOPATHIC MEDICINES AT CSIR-CIMFR, DIGWADIH & BARWA ROAD CAMPUS.

- 1. ORIGINAL : To be submitted at CIMFR, Barwa Road, Dhanbad-826015.
2. DUPLICATE : To be retained by the tenderer for reference
3. COST OF TENDER DOCUMENT : Rs.1000/-(Non-Refundable)

TENDER TO BE DOWNLOADED FROM : 12.10.2017 to 02.11.2017

LAST DATE & TIME FOR SUBMISSION OF FILLED IN TENDERS : 02.11.2017 by 3.00 pm

TENDER OPENING DATE, TIME and Venue : 02.11.2017 at 3.30 P.M in
Administrative Block Room No.-3, CIMFR,
Barwa Road, Dhanbad

ESTIMATED COST OF WORK : Rs. 2.17 cr.
E.M.D TO BE DEPOSITED ALONG WITH TENDER : Rs.5.0 lac

C O N T E N T S

Sl.No.	Description	Page Nos.
1.	NOTICE INVITING TENDER	: 4
2.	INSTRUCTIONS/GUIDELINES FOR TENDERERS	: 5
3.	TECHNICAL BID	: 6
4.	SCOPE OF CONTRACT	: 7-17
5.	PRICE BID	: 18

15 Years of
CSIR Touching Lives

Date- __/__/2017

To
The Director,
Central Institute of Mining and Fuel Research,
(Council of Scientific & Industrial Research),
Barwa Road, P.O.-CIMFR,
Dist. Dhanbad-826 015.

Sub: Notice Inviting Tender No CIMFR/Med./Gen./2017 dated 12.10.2017

Sir,

I/we hereby submit my/our tender for executing job against the above NIT in your prescribed Performa marked as Appendix.

I/we certify that the quoted rates will remain valid for a period of three years subject to satisfactory annual review by CSIR-CIMFR from the commencement of the contract/Agreement and in no case shall I/We demand any increase of rates of any ground whatsoever. The terms and conditions as detailed in the 'Instructions to Tenderers' are unconditionally acceptable to me/us. Demand Draft/Bankers Cheque No. dated drawn on State Bank of India for Rs..... (..... only) in favour of Director, CIMFR payable at State Bank of India, Hirapur Branch (code no. 1670), Dhanbad towards earnest money and the technical Tender bid should be put in two separate sealed envelopes which can be kept in one bigger sealed cover and superscribed on the cover Part A and EMD. Price Bid(Part B) will be kept in a separate envelope and both the envelopes i.e. part B and the envelope containing part A and EMD may be kept in one big envelope The Tender opening committee will open the Earnest money envelope first and in case this is in order, only then the Techno-commercial part will be opened. (No cheque will be accepted)

Yours faithfully,

Dated:
Seal:

Signature of the Tenderer
Name:
Position:
Address:

Enclosures to be submitted :

1. EMD in form of DD/Bankers Cheque No..... dated..... for ₹ 5 lakhs.
2. A Certificate from the Drug Controller, Jharkhand or an affidavit stating that there is no case pending against the firm, not convicted and not blacklisted under the Drugs Act.
3. Copies of Service Tax clearance certificate & Income tax clearance certificate (for last three years)
4. Latest copy of the Retail license for selling drug from the Drug Controller
5. Copy of partnership agreement or general power of Attorney, if any
6. Copy of GST (REGISTRATION CERTIFICATE)
7. Copy of PAN CARD
8. Form 26 AS for latest 2 years.
9. Copy of registration certificate and by laws in case of co-operative society
10. Copy of registration under Indian companies act
11. Experience Certificate.

CSIR-Central Institute of Mining & Fuel Research
(Council of Scientific & Industrial Research)
HQs, Barwa Road, Dhanbad, Jharkhand -826015

No.CIMFR/Med./Gen./2017

Date 12/10/2017

NOTICE INVITING TENDER

Director, CSIR-CIMFR invites sealed tenders in two bid system (Techno-commercial bid & financial bid) from capable, experienced and reputed retailers of Allopathic Medicine Stores for supply of medicine in **both the campuses (Barwa Road & Digwadih)** to our authorized beneficiaries by opening an outlet inside the dispensary premises.

The Contract will be valid for a period of one year initially, which may be extended further for a period of one year or curtailed at the discretion of Competent Authority depending upon the performance of the Contractor.

Sl. NO.	Name of the work	Estimated Cost	Tender Cost	EMD
1.	Supply of Medicine at CSIR-CIMFR, Barwa Road & Digwadih Campus	₹. 2.17 cr.	₹. 1,000.00	₹. 5.0 lacs

The tender document can also be downloaded from website : www.cimfr.nic.in and the same will be accepted along with the tender document fee of Rs. 1000/= (Rupees One Thousand only) as mentioned above through SBI collect, online payment system, having link on CIMFR official website and receipt thus generated should be enclosed with the Tender Document under submission or through a separate Demand Draft drawn on any Nationalized/Scheduled commercial bank in favour of "Director, Central Institute of Mining and Fuel Research", payable at Dhanbad alternatively. Offers received through FAX/e-mail/Telegram will be summarily rejected. The **last date for submission of Sealed Tender is 02.11.2017 by 3.00 pm.**

EMD of Rs. 5,00,000/- (Rupees Five Lakhs Only) valid upto 90 days is to be submitted in the form of demand draft/bankers cheque payable at Dhanbad, drawn in favour of Director, CIMFR from any one of the scheduled banks. EMD in any other form is not acceptable. The detailed NIT and Tender Document is available on our website www.cimfr.nic.in.

Director CIMFR, reserves the right to accept or reject the lowest tender or any tender in part or full without assigning any reason.

Administrative Officer

CSIR Touching Lives

INSTRUCTIONS/GUIDELINES FOR TENDERERS

1. A copy of the Scope of work/contract and terms and conditions is enclosed.
2. Tender must be sealed in two bid system (Techno-commercial bid & Financial bid) and super-scribed with Tender Enquiry No. and Date of Opening and “**Tender for supply of Allopathic Medicines**”.
3. Each page of tender document should be signed by the tenderers with rubber stamp of the firm affixed on each page.
4. Unsealed, conditional/telegraphic/fax tenders and tenders without Earnest Money Deposit or not on the prescribed form shall not be entertained.
5. Tenders must be accompanied with Earnest Money Deposit (EMD) of a sum of Rs. 5,00,000/- (Rupees Five Lakhs Only) in the form of Demand Draft/Pay Order from a nationalized bank and drawn in favour of Director CSIR-CIMFR and payable at Dhanbad.
6. No firm/organization is exempted from furnishing the EMD under any circumstances.
7. EMD deposited with CSIR-CIMFR in connection with any other tender will not be considered/ adjusted against this tender.
8. Rates offered should be mentioned both in figures as well as in words and offer should be typed or legibly handwritten.
9. The last date and time of receipt of tenders is **up to 3.00 pm on 02.11.2017**. Tenders received after the due date and time shall not be considered. The tenderer will be responsible for timely submission of the tender documents, complete in all respects and the same should be dropped in the tender box at Room No. 3, Administrative Building, CSIR-CIMFR, Barwa Road, Dhanbad or sent by post to reach within the date and time of submission specified in the Tender.
10. The Technical Bid shall be opened at **3.30 pm on 02.11.2017** in the presence of tenderers or their authorized representatives who may wish to be present at that time.
11. In case the date of receipt or opening of tenders is declared a Govt. holiday then the date of receipt/ opening of the tender will be the next working day at the same time.
12. Director, CIMFR in public interest reserves the right to accept or reject any or all tenders without assigning any reason and also to impose/ relax any terms and conditions of the tender.
13. Please note that tender received without EMD will be summarily rejected.
14. Incomplete tender in any form shall be treated as non-responsive, hence rejected.

TECHNICAL BID

“Supply of Medicines at CSIR-CIMFR, Barwa Road & Digwadih Campus.”

1.	Name of the Organisation/ Firm, location of office with complete address with Telephone/ Fax nos./website and e-mail address	
2.	Drug License No.	
3.	A certificate from the Drug Controller, Jharkhand or an affidavit stating that there is no case pending against the firm, not convicted and not blacklisted under the Drugs Act.	
4.	Copies of Service tax return for latest three years.	
5.	Copies of Income tax return in Form 26 AS for latest three years.	
6.	Latest Copy of Retail License for selling drug from the Drug Controller, Jharkhand/West Bengal etc.(latest) valid for the period of contract/more	
7.	Copy of partnership agreement or general power of Attorney, if any	
8.	Copy of GST REGISTRATION CERTIFICATE	
9.	Copy of PAN CARD	
10.	Copy of agreement and work order of any supply contract with any Govt. Organisation.	
11.	Copy of registration certificate and by laws in case of co-operative society.	
12.	Copy of registration under Indian companies act.	
13.	An affidavit that Firm is owned by only from the one genuine firm/ proprietor not by consortium or group of firm	
14.	EMD of Rs. 5,00,000/- (Rupees Five Lakhs Only) & details of Demand Draft/ Pay order from Nationalized Commercial Bank. (No exemption is allowed)	
15.	Cost of Tender Paper Rs. 1000/- (Rupees One thousand only) from SBI collect having link on CIMFR official Website and receipt thus generated should be enclosed with Tender Document. (No exemption is allowed)	
16.	Copy of balance sheet showing annual turn ₹ 2.5crore for latest three consecutive year.	

Note: Non-compliance of any of the above clauses by the participating bidder will amount for automatic cancellation of their quotation

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 tenderer with seal)

I. SCOPE OF WORK/CONTRACT

- i.** The suppliers/ retailer shall have to open an outlet (space in dispensary premises to be provided by the Institute) on minimum charges. They shall have to supply medicines to the authorized beneficiaries 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 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 the supplier.
- 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.

II. PERIOD OF CONTRACT:

The contract will be for maximum three years after completion of one year the tenure will be extended or curtailed for another one year on the basis of assessment of the performance by Director, CSIR-CIMFR.

III. 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 which the License Fee of ₹ 1000.00 per month for each campus will be charged. The water and electricity charges will be

charged 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 after award of the contract to CIMFR by means of D.D./A.C payee cheque.** Electricity and water bills are payable on monthly basis.

Space provided shall be vacated immediately by the awardee on completion/termination of the contract. At the time of vacation, It must be in same status as handed over at time of occupation without any alteration or unapproved modification. Any damage due appeared/ occurred due to firm/ their representatives will be repaired at cost of the firm the same will be charged/ deducted from the supplier account/ last due bill (s). 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 Authorized beneficiaries.

IV. LIABILITY OF THE TENDERER:

- i. Trained personnel/staff should be available for identifying & dispensing with the medicines to be supplied to the authorized beneficiaries of the Institute. A list of deputed employee in the outlet of our premises with their names, parentage, age, residential address, specimen signature with passport size photograph must be submitted by final successful supplier. 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. Consumption of alcohol, intoxicants, drugs, pan & gutka etc. is strictly prohibited.
- ii. The premises/ provided space should not be used for any other purposes and not be subletted for any individual/ party/ organization/ company.
- iii. The awardee shall not stock any inflammable or otherwise dangerous or unethical or immoral materials and goods in the premise.
- iv. The firm has to provide the certificate of issuing the medicines round the clock i.e. 24 hrs. (The medicine outlet must be remain opened from 8.00 AM to 8.00 PM & after 8.00 PM to 8.00 AM the representative will be readily available in contract for dispensing medicine on requirement basis) and seven days for all 365 days from the respective Medical Officer with the monthly bill and cannot deny to any CSIR-CIMFR staff requiring the medicines at any point of time. Hence contact numbers of all representative and owner/contract holder will always be in switch on and responsive mode. It must be opened on holiday.

- v. 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.
- vi. The party has to secure separate Electric meter/ separate water meter (if applicable) and inform the date of occupation to concerned department.
- vii. **Delivery of Medicines:** The delivery of medicines will be made on the same day as per indent slip or 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 by CIMFR (Both Campuses).
The least stock of common medicines lists of respective Medical officers must be maintained at any point of times. If the stock is not found to accord to lists, it will be treated as serious lapses and necessary action will be initiated by competent authority.
If medicines of any cost supplied late/delayed after next day, the penalty a sum of ₹ 5000/- (Rupees five thousand only) for each case will be charged and deducted from that fortnight bill.
- viii. **Non-Availability of Medicines:** When medicines are not available with the supplier for supply, same will be procured from the market and supplied by the supplier on the very day the indent has been received.
- ix. **Loose Suppliers:** 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 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.
- x. The supplier have to attach the package containing description, rate dates etc. to his bill of items supplied.
- xi. **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.
Supplier has to use retail sells software to issue challans, Bills etc to any individual bonafide staff members and for stock of medicine at any point of time within the contract Period.

- xiii. **Quality & Quantity of medicine and repurcussions on its non-maintenance:** In case it is found that an particular medicine supplied is substandard or spurious or beyond the expiry period, the business with the supplier will be suspended 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 full price paid by them, will be payable to him immediately on receipt of the Cash Memo 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 three months from the date of manufacture at the time of supply. Dispensing expired/ about to expire Medicine is strictly prohibited and Penalty of Rs. 50,000.00 (Rs. Fifty thousand only)for each case will be charged on approval of competent authority.
If it is found that the clause of 'Life Period' is violated frequently more than three times then deemed fit action will be initiated.
- 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 its own outlet or not, failing which it will be presumed that they are not interested to open an outlet in CIMFR.
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. **All the rules and regulations of the shop and establishment Act, employee state insurance Act, minimum wage Act., employee provident fund and miscellaneous provision act., workmen's compensation act. And any other provision of the Law, Rules and Regulations enforced from time to time by Central Govt. / sate Govt.**

/Local body or any authority applicable to the business of the successful bidder must be complied by them.

xix. The adequate storage facility in relation of proper stocking of medicine, provision of adequate cold storage and maintenance of cold chain as prescribed by manufacturer of such drugs must be maintained strictly.

i) 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 issued on prescription of Medical Officer/AMA to Authorize Beneficiaries 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 lifesaving drugs as well.

xxii. The tenderer shall be under obligation to provide the ambulance facility to CSIR-CIMFR employee on the recommendation of Medical Office CSIR-CIMFR Dispensary. This facility will be made available within city limits within 30 minute of call made by the authorized Medical Officer. This facility will be free of cost and in emergent cases ambulance facility is required to be extended upto BGH Bokaro & Durgapur on nominal charges i.e. Rs.10/KM.

6. **EMD:** Demand Draft from a Nationalized Bank for Rs. 5,00,000/- (Rupees Five Lakhs) 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 90 days. Tender 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. 30,00,000/- (Rupees thirty Lakhs Only) in favour of Director, CIMFR, Barwa Road payable at Hirapur Branch Dhanbad The PBG must be valid for 38 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 217 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, which may be abnormally high or low. Discount agreed will be remain same in case of abnormally reduction of the sale target due to any reason and any claim of relaxation will not be considered by CIMFR.

9. WARRANTY: The tenderer shall furnish along with their quotation 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 sales outlets only) must have a annual turnover of more than ₹ 2.5 crore /annum during last three consecutive years. Those who qualify the minimum eligibility 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 summarily rejected. The bidders who qualify in their Technical bids, will be considered for opening of their Price bids, wherein the firms offering the highest discount will be selected for award of the contract. No communication in this regard shall be sent to them for such rejection. The bidder has to produce the following documents in their Technical Bid(part-I) while submitting the quotation. 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 GST NO. (REGISTRATION CERTIFICATE)
- iii. Copy of PAN CARD of the bidder.

- iv. Form 26 AS for latest 03 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. Copy of registration under Indian Companies Act.
- vii. Certificate from Drug Controller, Jharkhand for no case pending against tenderer, not convicted and not blacklisted.
- viii. Copies of work experiences.
- ix. Self-declaration showing that Bidder has neither been blacklisted by an organization nor should any litigation pending with any of these departments.
- x. Only single company/ firm should submit the bid. A consortium or group of firm/ companies will not be entertained.

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 doctor's 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. Bill must clearly mention the GST no. of the firm as well as CSIR-CIMFR. Bill should clearly indicate the GST breakup of CGST & SGST.

12. **PAYMENT TERMS:** The payment will normally be arranged within 15 days 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 a non-judicial stamp paper of Rs.100 only which shall be operative for three years subject to satisfactory annual review by CSIR-CIMFR.

14. **VALIDITY OF THE TENDER:** The validity of the bids should be 90 days from the date of opening of the quotation.

15. **CHECK LIST**

The tenderers must submit the following documents along

- i. Acceptance of all terms and conditions of the NIT.
- ii. Income tax clearance certificate.
- iii. Banker's name & address, A/C holder's name & address, A/c NO., RTGS & NIFTS Nos.
- iv. A certificate from the Drug Controller, Jharkhand or an affidavit stating that there is no case pending against the firm, not convicted and not blacklisted under the Drugs Act.
- v. Latest copy of the Retail license for selling drugs from the Drug Controller, Jharkhand/West Bengal etc. (latest) valid for the period of contract/ more.
- vi. Copy of registration certificate and by laws in case of co-operative.
- vii. Copy of partnership agreement of general power of attorney in case of partnership firm
- viii. Documentary evidences regarding annually turnover of Rs. 2.5 Crore per annum for the latest three consecutive years.
- ix. Copy of the firm's GST NO. (REGISTRATION).
- x. The requisite EMD.
- xi. Copy of registration under Indian companies act.
- xii. Clients list with address & current phone no. Performance certificates from the clients.
- xiii. An affidavit that firm is owned by only from the one genuine firm/ proprietor not by consortium or group of firm.

xiv. Experience certificate along with work order of the same.

16. 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 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.

17. LD / Penalty Clause:- If medicines at any cost supplied late/delayed after next day, the penalty a sum of Rs.5000.00 (Rs. Five thousand only) for each case will be charged and deducted from that fortnight bill in which reported with certificate of competent authority.

If any delay is reported in the payment for this outside purchase of Medicine the penalty of Rs. 10,000.00 (Rs. Ten thousand only) for each case will be charged on approval of competent authority.

If closing of outlet is reported at any point of time without approval of Medical officer, penalty of Rs. 1000.00 (Rs. One thousand only) for each case will be charged.

Dispensing expired/ about to expiry date less than 03 months is strictly prohibited and Penalty of Rs. 50,000.00 (Rs. Fifty thousand only)for each case penalty will be charged on receipt of report with approval of competent authority.

In case of Fake/ spurious supply of medicine the contract will be terminated immediately.

In case of back out from the services stipulated under the contract during the currency of Contractual period will attract imposition of penalty of Rs. 50 Lakhs considering the essentiality and lifesaving nature of services. This will not exclude the right of CSIR-CIMFR to any penal action before the Court of Law.

Director CIMFR may impose penalty beyond above limit/ actual compensation for any serious loss/ damage to health / organ/ life due any gross violation of any of the contractual terms & Conditions.

18. 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.

19. **Inspection/ Complain Mechanism:** -CIMFR has constituted own Committees for inspecting and monitoring of the Medicine Outlet according to the defined set of guidelines. Samples will be collected and sent to recognized laboratories for testing. Feed Back of the authorized beneficiaries will be collected times to time. If any anomaly is brought in to notice through complain will be viewed seriously.

20. **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.

21. **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.

22. **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 re-enactment 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.**

23. The party must take over the services within 7 days from the date of issuance of work order



FINANCIAL BID

1.	Name of the Retail Stores/Firm	
2.	Address with Phone & Fax	
3.	Name of the Proprietor & Phone No., Fax & Email, etc.	
4.	Name of two clients (preferably govt. organisations)	
5.	Percentage of discount (in word/figure) on MRP (Maximum Retail Price)	
	In words	
	In Figure	
6.	Timing of service	
7.	Exact rates of all levied current Taxes (whichever is/are applicable) on the discounted rate in % (Pl. fill-in as inclusive in case no extra tax is to be charged). The column should not be left blank.% Extra on/ inclusive within- MRP/ discounted price.

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 bidder with stamp)