

FOR

SUPPLY OF ALLOPATHIC MEDICINE AT DIGWADIH & BARWA ROAD CAMPUS



CSIR-CENTRAL INSTITUTE OF MINING 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 Contractor

Date-

To
The Director,
Central Institute of Mining and Fuel Research,
(Council of Scientific & Industrial Research),
Barwa Road, P.O.-CIMFR,
Dist. Dhanbad-826015.

Sub: Notice Inviting Tender No CIMFR/W&S/Medical/21 dated

Sir,

I/We hereby submit my/our Tender for executing job contract for "SUPPLY OF ALLOPATHIC MEDICINES AT CSIR-CIMFR, DIGWADIH CAMPUS& BARWA ROAD CAMPUS" against the above NIT in prescribed Performa marked ANNEXURES.

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 Bidders“ are unconditionally acceptable to me/us. Bid Security declaration is attached herewith

Yours faithfully,

Dated:
Seal:

Enclosures:

1. Bid Security Declaration(in prescribed performa)
2. An affidavit stating that there is no case pending against the firm, not convicted and never been blacklisted under the Drugs Act.
3. Copies of Income tax return (for last three years)(for FY 2020-21 Form 26 AS alongwith provisional certificate may be submitted)
4. Copies of Form 26 AS (for last three years)
5. Latest copy of the Retail license for selling drug from the Drug Controller
6. Copy of partnership agreement or general power of Attorney, if any
7. Copy of GST (REGISTRATION CERTIFICATE)
8. Copy of PAN CARD
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 along with work order.
12. Annual report(audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Account(For FY 2020-21, If audited balance sheet profit & loss account is not available, copy of annual turnover certificate duly certified by registered Chartered Accountant/Cost Accountant may be submitted

Signature of the Bidder

Name:
Position:
Address:

CSIR-Central Institute of Mining & Fuel Research

(Council of Scientific & Industrial Research)
HQs, Barwa Road, Dhanbad, Jharkhand -826015

No.CIMFR/W&S/Medical/21

Date

NOTICE INVITING TENDER

E- tenders in two bid system (part-A Technical Bid and Part –B Price Bid) are invited for the job “SUPPLY OF ALLOPATHIC MEDICINES AT CSIR-CIMFR, DIGWADIH CAMPUS& BARWA ROAD CAMPUS” to our authorised beneficiaries by opening an outlet inside the dispensary premises at both campuses from the contractors having valid drug license and having experience of successfully completion of at least one contract for a duration of one year for supply of allopathic medicine with any Government/Semi Government/Autonomous body/PSU/Private Hospitals during last 5 years. Copy of satisfactory completion certificate(s) along with work order(s) must be provided.

The Contract will be valid for a period of one year initially, which may be extended further maximum for a period of another two years (on yearly basis) at the discretion of Competent Authority depending upon the satisfactory performance of the Supplier.

Sl No	Nature of job	Estimated value of the work per Annum(in INR)	Cost of Tender Document (₹)	Earnest Money Deposit (₹)
1.	“SUPPLY OF ALLOPATHIC MEDICINES AT CSIR-CIMFR, DIGWADIH CAMPUS & BARWA ROAD CAMPUS”	₹.2,75,00,000/=	₹.1,500.00	Bid Security Declaration

Tender documents may be downloaded from website of the Institute www.cimfr.nic.in and <https://etenders.gov.in/eprocure/app>

1. Date of Publication : 17/05/2021
2. Date of Submission : 18/05/2021 at 09:00AM
3. Last date and time of Submission of E-Tender Documents 10/06/2021 upto 11:30 AM.
4. Date and Time of opening of Technical Bid 11/06/2021 at 02:30 PM

Administrative Officer

INSTRUCTIONS/GUIDELINES FOR BIDDERS

1. A copy of the Scope of work/contract and terms and conditions is enclosed.
2. E-Tender are invited in two bid system (Techno-commercial bid & Financial bid). Hard copy of tender is not acceptable.
3. Each page of tender document should be signed by the bidders.
4. Conditional/telegraphic/fax/hard copy tenders and tenders without Bid Security Declaration/tender cost or not in the prescribed form shall not be entertained.
5. Tender cost of Rs. 1,500/- in the form of Demand Draft from a nationalized/scheduled bank and drawn in favour of Director CSIR-CIMFR and payable at Dhanbad must be reach to this office at Barwa road, Dhanbad before the date and time of submission of e-tender. Late/delayed submission of tender cost shall not be accepted and their bid shall not be entertained. A copy of DD towards tender cost must be uploaded with the technical bid.
6. The firm registered with MSME and NSIC in the field of medicine supplier are exempted from payment of tender cost. Such firms should submit a copy of Tender cost Exemption certificate for claiming exemption from Tender cost. Similarly startups registered under the Startup India initiative shall also be exempted from payment of Tender cost. All the firms have to submit Bid Security Declaration in prescribed Performa.
7. Rates offered should be mentioned both in figures as well as in words and offer should be typed.
8. The bidder will be responsible for timely submission of the tender documents, completed in all respects.
9. 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.
10. Incomplete and conditional tender in any form shall be treated as non-responsive, hence rejected.

TECHNICAL BID

“SUPPLY OF ALLOPATHIC MEDICINES AT CSIR-CIMFR, DIGWADIH CAMPUS& BARWA ROAD CAMPUS”

1.	Name of the Organisation/ Firm, location of office with complete address with Telephone/ Fax nos./website and e-mail address	
2.	Copy of valid Drug License.	
3.	An affidavit stating that there is no case pending against the firm, not convicted and never been blacklisted under the Drugs Act.	
4.	Copies of Income tax return for the last three financial year 2018-19, 2019-20 and 2020-21 (For Financial Year 2020-21, If Income Tax return is not available, Form 26 AS alongwith provisional certificate for the same year may be submitted.	
5.	Latest Copy of Retail License for selling drug from the Drug Controller valid for the period of contract or more	
6.	Copy of partnership agreement or general power of Attorney, if any	
7.	Copy of GST REGISTRATION CERTIFICATE	
8.	Copy of PAN CARD	
9.	Copy of work order and satisfactory Completion Certificate of at least one contract for a duration of one year for supply of allopathic medicine with any government/semi government/Autonomous body/PSU/Private Hospitals during Last 5 years	
10.	Copy of registration certificate and by laws in case of co-operative society.	
11.	Copy of registration under Indian companies act.	
12.	An affidavit that Firm is owned by only from the one genuine firm/ proprietor not by consortium or group of firm	
13.	Bid Security Declaration.	
14.	Cost of Tender Paper ₹ 1500/- (Rupees One Thousand Five Hundred only). Details of Demand Draft from Nationalized/ Scheduled Bank.	
15.	Copy of annual turnover certificate/annual report (audited balance sheet and profit & loss account) in respect of supply of allopathic medicine, duly certified by registered Chartered Accountant (C.A.)/Cost Accountant for the F.Y. 2018-19, 2019-20 and 2020-21. (The average annual financial turnover of the bidder must be Rs. 1.67Crore or above during F.Y. 2018-19, 2019-20 and 2020-21). *For financial year 2020-21, If audited balance sheet profit & loss account is not available, copy of annual turnover certificate duly certified by registered Chartered Accountant/Cost Accountant may be submitted.	

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 Bidder 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 inclusive of all taxes), 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 the supplier.

v. The supplier has to indicate batch number and name of manufacturer, expiry date in the invoice/bill at the time of supply. Medicine prescribed by doctor should be supplied without any substitute. For any substitute it should be changed by doctor invariably.

II. PERIOD OF CONTRACT:

The Contract will be valid for a period of one year initially, which may be extended further maximum for a period of another two years (on year basis) at the discretion of Competent Authority depending upon the satisfactory performance of the Supplier.

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 BIDDER:

- 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 Institutes 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 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 dispensary (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 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 of the medicines 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 repurchases on its non-maintenance:** In case it is found that a particular medicine supplied is substandard or spurious or beyond the expiry period, the business with the supplier will be suspended for a period of 5years 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 ₹. 50,000.00 (Rupees 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 open its own outlet in CIMFR Health Centre in both campuses. 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. The medicines are to be supplied to CSIR-CIMFR employees only after affixing stamp bearing the words, "FOR CSIR-CIMFR STAFF ONLY" where ever possible.
- xx. Medicines are to be issued on prescription of Medical Officer/AMA to Authorized 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 Bidder shall be under obligation to provide the ambulance with oxygen facility to CSIR-CIMFR employee on the recommendation of Medical Office CSIR-CIMFR Dispensary. This facility will be made available within city limits or extended upto Bokaro/Durgapur/Ranchi/Kolkata, within 30 minute of call made by the authorized Medical Officer on nominal charges i.e. ₹.16/KM.

6. EMD:

Bid Security Declaration in prescribed format must be submitted with the tender. Tender received without the Bid Security Declaration shall be summarily rejected.

7. SECURITY DEPOSIT:

The bidder who comes out successful in the process of highest discount and other eligibility criteria will have to submit a FDR/Bank Gurantee issued from any nationalised/scheduled bank for ₹ 8,25,000/- (Rupees Eight lakhs twenty five thousand only) in favour of Director, CIMFR, Barwa Road payable at Hirapur Branch Dhanbad. The FDR/BG must be valid for 38 months from the date of commencement of contract.

8. ESTIMATED SALE:

From past experience of our requirement the total turnover of supply and billing of medicines may go upto ₹2.75 crore (Approx.) or more per annum. However, CSIR-CIMFR does not confirm 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 remaining 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 Bidder 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 BIDDERS:

The bidder (Retail sales outlets only) must have an average turnover during three years i.e. 2018-19, 2019-20, 2020-21 ₹1.67 crore or more. 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 weighted average discount will be selected for award of the contract. Highest weighted average discount will be determined in the following way:

The discounts are to be offered for the following Categories and the approximate consumption of the medicine supplies in percentage is given in the table below:

Sl. No	Category of Medicine	Percentage consumption	Assumed Percentage Discount offered by bidder (for example)	Weighted average
1.	Generic Medicines	35	25	$25 \times 0.35 = 8.75$
2.	Branded Medicines	35	15	$15 \times 0.35 = 5.25$
3.	Vitamins	15	35	$35 \times 0.15 = 5.25$
4.	Health Centre Consumable items	15	40	$40 \times 0.15 = 6.00$
Weighted Average discount offered				25.25

The bidder giving the highest Weighted Average discount will be considered as successful bidder.

The bidder has to upload 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 turn over (Annual report(audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Account
- ii. Copy of the firm's GSTNO.(REGISTRATIONCERTIFICATE)
- iii. Copy of PANCARD of the bidder.
- iv. Income tax return for the financial year 2018-19, 2019-20, 2020-21(For Financial Year 2020-21, If Income Tax return is not available, Form 26AS alongwith provisional certificate for the same year may be submitted.)
- v. Copy of the Retail license for selling drugs from Drug Controller of Jharkhand/WestBengal / Bihar etc.(latest) valid for the period of contract/ more.
- vi. Copy of registration under Indian Companies Act.
- vii. Certificate from Drug Controller of respective state for no case pending against bidder, not convicted and not blacklisted.
- viii. Copies of work experiences with work award letter.
- ix. Self-declaration showing that Bidder has neither been blacklisted by any 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 may submit the bid provided the consortium or group of firm/companies is formed before the date of floating of NIT.
- xi. Bid Security Declaration in prescribed format should be submitted

11. PRODUCTION OF BILL

The supplier shall present their computer generated bill for each month's supply on the basis of prescription slip within ten days of the closing day of each respective month. 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. Further soft copy of bills may also be provided for smooth and quick checking of bills. The bills must be submitted along with original medicine computer generated issue slip (along with the category of medicine Viz. Generic/ Branded/ Vitamins/ Health Centre consumables) duly certified in the prescribed form by the Medical Officer CSIR-CIMFR 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/IGST.The supplier shall ensure to provide the computer generated bill to each of the beneficiaries at the time of issue of medicine from the counter in duplicate i.e. beneficiaries copy and Office copy.

12. PAYMENT TERMS:

The payment will normally be arranged within 15days from the date of presentations/submission. Payment will be directly transferred to the A/C of the retailer/contract holder. Hence, Banker's name & address, A/C holder's names & address, A/C No.,RTGS & NEFT Nos. Must be submitted by the bidders.

13. AGREEMENT:

Both the CIMFR and selected Bidder for the contract shall enter into an agreement mutually agreed upon in the prescribed proforma on non-judicial stamp paper of ₹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 90days from the date of opening of the quotation.

15. CHECKLIST:

The bidders must submit the following documents along with technical bid.

- 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 & NEFT 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. Turnover (Annual report(audited balance sheet and profit & loss account) of last three financial years i.e. 2018-19, 2019-20, 2020-21 duly authenticated by a Chartered Accountant/Cost Account. Average turnover of last three financial years i.e. 2018-19, 2019-20, 2020-21 should not be less than ₹1.67crore. *For financial year 2020-21, if audited balance sheet profit & loss account is not available, copy of annual turnover certificate duly certified by registered Chartered Accountant/Cost Accountant may be submitted
- ix. Copy of the firm's GST NO. (Registration certificate).
- x. Bid Security Declaration in prescribed format.
- xi. Copy of registration under Indian companies act.
- xii. Income tax return for the financial year 2018-19, 2019-20, 2020-21 (For financial year 2020-21, if income tax return is not available, Form 26AS alongwith provisional certificate for the same year may be submitted.)
- xiii. 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 ₹ 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 ₹.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 ₹. 1000.00 (Rupees 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 ₹50,000.00 (Rupees 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 Contractual period, will attract imposition of penalty of ₹50 Lakhs considering the essentiality and life saving nature of services. This will not exclude the right of CSIR-CIMFR to any penalty on 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 whatsoever.

19. INSPECTION/COMPLAIN MECHANISM:

CSIR-CIMFR will inspect and monitor 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 time to time. If any anomaly is brought into notice through complain will be viewed seriously.

20. DISCRETION OF THE DIRECTOR:

Director, CSIR-CIMFR reserves the right to accept or reject any oral the tenders without assigning any reason whatsoever. The contract may be extended or curtailed at any point of time at the discretion of the Director, CSIR-CIMFR, Dhanbad. In case of two or more firms bids the same highest weighted average discount, the oldest firm will be successful bidder.

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:

In the event of any question, dispute/difference arising under the contract or agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi . The award of the arbitrator shall be final and binding on the parties. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

23. The party must take over the services as per stipulated in the work order:

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

PROFORMA FOR BID SECURITY DECLARATION

Whereas, I/we.....(name of agency).....have submitted bids for..... (name of work).....

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

(1) If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents.

or

(2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents.

I/we shall be suspended for one year and shall not be eligible to bid for anywhere tenders from date of issue of suspension order.

Signature of the Contractor(s)