

NIT No.: 9.Adm.(iv)R/2014-E(Med.)

Date : 06/02/2017

TENDER DOCUMENT

SUPPLY OF ALLOPATHIC MEDICINES TO CSIR-CMERI BENEFICIARIES THROUGH AN OUTLET IN CMERI COLONY, DURGAPUR.

DATE AND TIME FOR SALE OF

TENDER DOCUMENTS : 06/02/2017 to 27/02/2017
(up to 16.00 hrs.)

LAST DATE AND TIME FOR RECEIPT

OF TENDER : 06/03/2017 (up to 13.00 hrs.)

DATE AND TIME OF OPENING

OF TENDER (Technical Bid) : 06/03/2017 (at 15.00 hrs.)



CSIR-CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE
(Council of Scientific & Industrial Research)
Mahatma Gandhi Avenue, Durgapur-713209.

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6/2/17



CSIR-CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE
(Council of Scientific & Industrial Research)
 Mahatma Gandhi Avenue, Durgapur-713209(W.B.)

**SUPPLY OF ALLOPATHIC MEDICINES TO CSIR-CMERI BENEFICIARIES
 THROUGH AN OUTLET IN CMERI COLONY, DURGAPUR.**

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Note :

Tenderer should confirm that they have received all the above documents. The nature and the site of works can be seen personally at CMERI Dispensary in CMERI Colony during working hours. Demand Draft for Rs.2,00,000/- (Rupees Two Lakh only) towards earnest money deposit (EMD) may please be attached.

DD No. _____ dated _____ for Rs. _____

Signature of the officer
issuing tender

Tender issued to :-

Signature of the Proprietor/Partner _____

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TENDER NOTICE



CSIR-CMERI

CSIR-CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE
(Council of Scientific & Industrial Research)
Mahatma Gandhi Avenue,
Durgapur-713209

NIT No. 9.Adm.(iv)R/2014-E(Med.)

Date : 06/02/2017

NOTICE INVITING TENDER

Tender for supply of Allopathic Medicines to CSIR-CMERI
beneficiaries through an outlet in CMERI Colony, Durgapur

Sealed Tenders under two bid system (Technical Bid & Price Bid) are invited from reputed Allopathic Medicines Stores / Firms with annual turnover of **Rs.80.00 Lakhs** and more, holding valid Drug license, trade license, retail license for selling drugs/medicines from Drug Controller of the state, having PAN,VAT, Service Tax registration, documented trade experience of **at least Five Years**, for supply of allopathic medicines to the staff members, Pensioners and their dependant family members of CSIR-CMERI through an outlet at CMERI Dispensary. The contract shall be for 2 years and extendable by another year.

Detailed Tender documents can be obtained against a written request quoting NIT, No. accompanied by a crossed demand draft for Rs.500.00 from any scheduled bank drawn in favour of 'Director CMERI' payable at Durgapur.

- i. **Sale of tender documents** : 06/02/2017 to 27/02/2017
(between 10.00 hrs. to 16.00 hrs. on all working days from Cash Section)
- ii. **Cost of Tender document** : Rs. 500.00
- iii. **Last date and time for submission of Tenders** : 06/03/2017 (up to 13.00 hrs.)
- iv. **Date & time of Tender opening (Technical Bid)** : 06/03/2017 (up to 15.00 hrs.)
- v. **Earnest Money Deposit (EMD)** to be submitted along with the Tender : Rs. 2,00,000.00
- vi. Approximate annual expenditure on medicines may be Rs. 1.00 crore
- vii. Offer by Fax/e-mail will be summarily ignored.

This advertisement and detailed tender documents are also available on CSIR-CMERI website: www.cmeri.res.in . If the tender document is downloaded from the website, please enclose the cost of the Tender document and EMD amount separately in the form of a Demand Draft drawn in favour of 'Director CMERI' payable at Durgapur.

The Director, CSIR-CMERI reserves the right to accept/reject any or all the Tenders without assigning any reason.

(Administrative Officer)

Signature of the Proprietor/Partner _____

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Mohas
06/02/17
06/02/17

Shanku
06/02/17

Porje Chel
06/02/17

GM 21002
06/02/17

NOTICE INVITING TENDER

CSIR-CMERI, Durgapur invites sealed tender in two-bid system (Technical bid & Price-Bid) from reputed Allopathic Medicines Stores/ Firms for supply of allopathic medicines to the staff members, Pensioners and their dependant family members of CSIR-CMERI against the prescription/requisition slip issued by the authorized Medical Officers of CMERI Dispensary by opening an outlet inside the CMERI Colony at the place substituted by CMERI authorities.

Sl No.	Events	Dates
1.	Sale of tender documents (between 10.00 hrs. to 16.00 hrs. on all working days from Cash Section)	06/02/2017 to 27/02/2017
2.	Cost of Tender document	Rs.500.00
3.	Last date and time for submission of Tenders	06/03/2017 (up to 13.00 hrs.)
4.	Date & time of Tender opening (Technical Bid)	06/03/2017 (at 15.00 hrs.)
5.	Earnest Money Deposit (EMD) to be submitted along with the Tender	Rs.2,00,000.00

The bidders may be informed that approximately an amount of **Rs. 1.00 Crore** is being spent annually towards the purchase of allopathic medicines for beneficiaries of CMERI dispensary. Interested medical stores/firms having annual turnover of more than **Rs.80 lakhs** for last three years and agree to supply the required medicines against the requisition of our doctors through an outlet to be opened in the premises of CMERI Colony (the outlet to be managed by certified Pharmacist only and shall remain open during Dispensary working hours) may collect the Tender document from the Cash Section on payment of non-refundable and non-transfereble tender document fee of Rs.500.00 in cash from 1000 hrs to 1600 hrs (10.00 AM to 4 PM) from 06/02/2017 to 27/02/2017.

The Tender document is in two bid system i.e, Technical Bid and Price-Bid. The Tender document is to be submitted along with requisite documents as mentioned below complete in all respect and properly sealed along with EMD of **Rs.2,00,000.00** (Rupees Two Lakh only). The Tender document should reach the Office of the Administrative Officer on or before **06/03/2017 (up to 1 P.M.)** The Technical Bid part of the tender shall be opened on **06/03/2017 (at 3 P.M.)** in the presence of authorized representatives of the bidders as available. **No separate intimation in this regard will be sent to the bidders who have submitted the tender.**

Signature of the Proprietor/Partner _____

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The CSIR-CMERI, Durgapur will not be responsible for non-receipt of the Tender Document due to postal delays/loss in transit.

- I. TECHNICAL BID : The technical bid will contain the documents/certified copies of certificates as prescribed at SI No.7 of the Tender document.
- II. PRICE-BID : The Price Bid will contain the proposed discount in percentage on the maximum retail price (MRP) of the medicines to be supplied. No conditional discount will be accepted. The bid has to be submitted in the enclosed proforma of the tender document.

Signature of the Proprietor/Partner _____

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ANNEXURE-I

TERMS AND CONDITIONS

1. INSTRUCTION TO THE BIDDERS :

- i. Tender must be submitted in two bid system (Technical Bid & Price-Bid). The Technical bid should contain all the documents, Demand drafts towards EMD etc. as mentioned in the SI No.7 of this tender document and Price Bid will also contain as per the instructions as given in the tender. The two bids will be sealed separately and put in a sealed envelope which should be superscribed with "**Tender for supply of Allopathic medicines to CSIR-CMERI beneficiaries through an outlet in CMERI Colony, Durgapur and Date of opening : 06/03/2017 (at 3 P.M.)**"
- ii. The tender documents along with the requisite documents etc. as mentioned below complete in all respect and properly sealed along with EMD of Rs. 2,00,000/- (Rupees Two Lakh only) should reach this office on or before **06/03/2017 (at 1 P.M.)** and the technical bid shall be opened on **06/03/2017 (at 3 P.M.)** in the presence of the authorized representatives of the bidders as available (no separate intimation in this regard will be sent to the bidder who have submitted the tender).
- iii. Single bid/Opened/Unsealed Tenders in any form shall not be accepted.
- iv. Tender must be addressed to the **Director, CSIR-CMERI, Durgapur-713209(W.B.)**
- v. Tenders/quotations must be sent/dropped in the Tender Box kept in the Works Cell well in advance, so that it reaches on or before the due date and time. Tenders received after the due date and time shall not be considered at all. The Institute shall not be held responsible for any postal delays/late receipt of tenders etc.
- vi. Conditional, ambiguous, late/delayed tenders shall be rejected summarily.
- vii. The offers must be neatly typed / hand written to avoid any errors or misrepresentation/misinterpretation.
- viii. **Each page of the tender document and the copies of documents should be signed and stamped as mark of the acceptance of the terms and conditions of the tender.**
- ix. Incomplete tenders in any form shall be treated as non-responsive, hence, rejected.

Signature of the Proprietor/Partner _____

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- x. Trained personnel/staff should be available for identifying and dispensing medicines to be supplied to the staff/pensioners/ dependant family members of the Institute during the Dispensary working hours

2. SCOPE OF WORK :

- i. The supplier /retailer shall have to open an outlet in CMERI colony by taking appropriate drug license, at the place substituted by CMERI authorities (the space is to be provided by CMERI) on payment of license fee of **Rs.1000.00 per month and** electricity and water charges at actuals. The retailer shall have to supply medicines to the bonafide staff members/pensioners and their dependant family members of the Institute strictly as per the prescription slips/requisition issued by the authorized Medical Officers of the Dispensary.
- ii. The quoting firms must indicate the **percentage of discount** offered on the printed maximum retail price (MRP) of the medicines in the Price-Bid, which shall be the basis for deciding the successful bidder, subject to compliance of stipulated terms & conditions of the tender.
- 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. If two or more highest bidders (**in terms of discount offered**) quote the same price offer, then they shall be given a chance to submit their counter offer.
- vi. The supplier should maintain an appropriate pharmacy Management software for recording batch number, name of manufacturer, expiry date in the Computerized invoice/ bill at the time of supply of medicines. It is required to generate two invoice/bills: One invoice/bill along with prescription slip is to be submitted to the office for payment and another invoice/bill should be handed over to beneficiaries at the time of delivery of medicines.
- vii. Medicine prescribed should be supplied without any substitute unless approved by Medical officer.
- viii. The supplier will have to maintain sufficient stock of regularly prescribed all brand of medicines at all times to avoid inconvenience to CSIR-CMERI beneficiaries availing medical benefits from CSIR-CMERI Dispensary.

Signature of the Proprietor/Partner _____

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B.P. Singh
6/2/17

G.P. Singh
6/2/17

- ix. In case of failure or refusal to supply the medicines in normal circumstances, the contract is liable to be cancelled at his risk and cost. Any cost involved in arranging supply from alternative source will be recovered from the contractor.

The Technical bids as submitted will be first opened and evaluated by a committee duly constituted by the Competent Authority, CSIR-CMERI. The bids that fulfill the laid down eligibility criteria evidenced by the supporting documents as mentioned in the tender document will be eligible for opening of their price-bids. The EMD of unsuccessful bidders will be refunded. However, the tender document (technical bid & Price Bid) of unsuccessful bidders will not be returned. The bidder who offers the **maximum percentage of discount/less/rebate** etc. on the maximum retail price (MRP) of the medicines will be considered for award of the contract.

The Director, CMERI reserves the right to accept or reject any or all the tender without assigning any reason thereof.

3. PERIOD OF CONTRACT :

The contract shall be for a period of two years (including initial trial period of six months). The continuance of contract after six months trial period depends on the evaluation of performance by a Committee and its recommendation. However, the Director, CSIR-CMERI reserves the right to cancel the contract before the expiry of the contract period at his discretion. The contract may also be extended another one year beyond two years, if so agreed to, by both the parties.

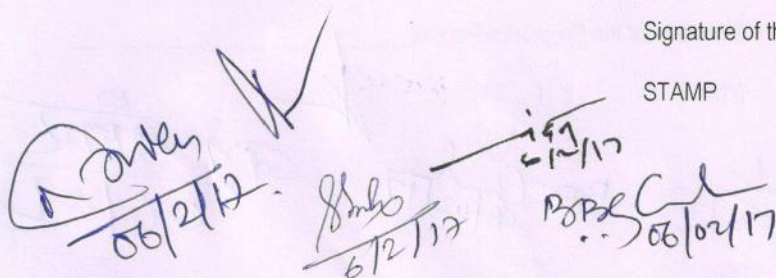
4. CMERI OBLIGATIONS :

The Institute will provide suitable space with separate electricity meter & locking facility for opening of the outlet to the awardee of the contract purely on **temporary basis and against the payment of Licence fee Rs.1000.00 per month**. The water and electricity charges on prevailing rates will be charged extra and on actual consumption basis. License fee alongwith electricity and water charges must be deposited on monthly basis by means of Demand Draft/AC Payee cheque/NEFT/RTGS.

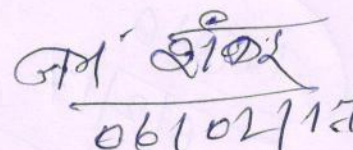
Space provided shall be vacated immediately by the awardee on completion/termination of the contract. At the time of vacation, It must be in same status as handed over at time of occupation without any alteration or unapproved modification. Any damage appeared / occurred due to firm/ their representatives will be repaired at the 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.

Signature of the Proprietor/Partner _____

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 [Signature] 06/02/17

CMERI 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.

LIABILITY OF THE TENDERERS :

I. ENGAGEMENT OF STAFF AND MAINTENANCE OF THE OUTLET ETC.

- a. Trained personnel/staff should be available for identifying and dispensing medicines to be supplied to the staff/pensioners/ dependant family members of the Institute during the dispensary working hours. The outlet shall not supply medicines to the persons other than those mentioned herein.
- b. 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, tobacco & gutka etc. is strictly prohibited.
- c. The premises / provided space should not be used for any other purposes and not to sublet for any individual/ party/ organization/ company.
- d. The awardee shall not stock any inflammable or otherwise dangerous or unethical or immoral materials and goods in the premises.
- e. The successful bidder/Chemist will be required to open an outlet in CMERI Colony premises at the place designated by CMERI authorities by obtaining appropriate drug license as mandated by statutory laws and the medicines shall be provided through the outlet immediately on submission of prescription along with computerized duplicate Invoice/bill.
- f. The firm has to provide the certificate of issuing the medicines at round the clock i.e. 24 hrs. (The medicine outlet must be remain opened from 08:00 AM to 08 : 00 PM & after 08:00 P.M to 08 : 00 A M the representative will be readily available in contact for dispensing medicine on requirement basis) for all 365 days and cannot say no to any staff requiring the medicines at any point of time. The Mobile Phone of all representatives and owner/ contract holder will always be in **switch on** and **responsive** mode.
- g. The awardee/supplier/retailer/chemist will comply with all statutory provisions governing such business. The awardee shall also comply with provisions of labour Laws and Drug laws in respect of staff and transaction in CSIR-CMERI outlet. CSIR-CMERI, Durgapur will in no way be held responsible for any such lapses.

Signature of the Proprietor/Partner _____

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06/02/17

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06/02/17

- h. Any medicines, which the Medical Officer of the Dispensary doesn't want to be stored or kept in the outlet should not be stored or kept in the outlet.

II. DELIVERY OF MEDICINES :

- a. The delivery of medicines will be made on instantly through the outlet against the prescription issued by the authorized medical officers. **The computerized receipt must be issued at the time of delivery at the outlet. The vendor should appropriate searchable Pharmacy Management Software for issuing the computerized receipt/invoice.**
- b. The delivery of medicines in most cases will be made instantly through the outlet. On rare occasions it shall be made available the same day or latest by next day. In case of emergency, the medicine may be delivered at the residence of the patients at CMERI Colony, as directed by the Medical Officer.
- c. The least stock of common medicines as per the list provided by Medical officer must be maintained at any point of time. If the stock is found deviating from the to the list, it will be treated as serious lapses and necessary action will be initiated by the competent authority.
- d. If medicines of any cost supplied late/delayed after next day, the penalty a sum of Rs.500.00 (Rs. Five Hundred only) for each case will be charged and deducted from that fortnight bill in which reported with certificate of competent authority.

III. NON-AVAILABILITY OF MEDICINES :

When medicines are not available with the supplier for supply, the same may be substituted by the Medical Officers in his/her discretion. In case the substituted medicines are not available with the supplier, the same will be procured from the market and supplied by the retailer on the same day or very next day. **In case the medicine is not available in the market, the retailer may give a non-availability certificate in the prescription/requisition slip.** However, this should be restricted to maximum 3 % of the total number of prescriptions in a month

IV. LOOSE SUPPLIES: Medicines are required to be supplied in original packing of manufacture and nearest to the total quantity demanded. Loose supplies are to be made as per the prescription / requisition issued by the Medical Officers of the CSIR-CMERI Dispensary.

V. QUALITY & QUANTITY OF MEDICINE AND REPURCUSIONS ON ITS NON-MAINTENANCE: In case it is found that any particular medicine supplied is

Signature of the Proprietor/Partner _____

Handwritten signatures and dates:

- Signature: *Arora*, Date: *06/2/12*
- Signature: *Sharma*, Date: *6/2/12*
- Signature: *...*, Date: *12/11/17*
- Signature: *...*, Date: *08/02/17*

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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.

VI. 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 sales software to issue challans, Bills etc to an individual bonafide staff members and for stock of medicine at any point of time within the contract Period.

VII. LIFE PERIOD : The medicines as supplied should have normally the self life six month or more. In rare cases, self life up to four months is acceptable. The security deposit is also liable to be forfeited if the performance of the contract is not satisfactory.

VIII. The firm has to open an outlet in the CMERI Colony at substituted place and supply medicines by Pharmacist against slips / requisition issued by the doctors of the CSIR-CMERI. Accordingly, the bidder has to submit an undertaking in prescribed format to be kept in the Technical bid, failing which the bid as submitted will be summarily rejected.

IX. Successful bidder shall not sell any item other than prescribed medicines and also shall not be allowed to sell medicines through outlet to general public, except to CMERI employees / pensioners and their family members.

X. The supplier will be responsible for safe custody of the medicines to be kept in the outlet. CSIR-CMERI will not be responsible for the security of the outlet. The supplier may insure the outlet at his own cost, if felt necessary.

6. EMD (Earnest Money Deposit) : EMD to be deposited should be in the form of Demand Draft from a Nationalized Bank for **Rs. 2,00,000.00/- (Rupees Two Lakh only)** drawn in favour of the Director, CMERI, Durgapur and must be enclosed along with the tender Technical bid. Tenders received without the EMD shall be summarily rejected.

7. ELIGIBILITY CRITERIA FOR THE TENDERERS :

- i. The bidder must have the annual turnover of more than **Rs. 80 lakhs** / per annum during last three years and agree to supply the required medicines against the requisition of Medical Officers, CSIR-CMERI through an outlet to be opened in the premises of the CMERI Colony.
- ii. The bidder should have at least **5 years** of documented experience in the business.

Signature of the Proprietor/Partner _____

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H. Das
06/2/17

B. Das
06/02/17

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- iii. Copy of the firm's VAT / registration certificate.
- iv. Copy of PAN Card
- v. Copy of Sales Tax / Income Tax clearance certificate for last three years.
- vi. Copy of the valid Retail Drug license for selling drugs / medicines from Drug Controller of the State.
- vii. Certificate from Drug Controller, West Bengal State for no case pending against tenderer.
- viii. Written Undertaking that they will open an outlet inside the CMERI colony premise as per the space allotted by the CMERI Authority and the outlet will be manned by Pharmacist during all working hours of the dispensary at no cost to the CSIR-CMERI. License fees, electricity charges and water charges as decided by the CSIR-CMERI is payable by the Tenderer.
- ix. In case the bidder has prior experience to supply the medicines through the outlet of the Institute/Company, the bidder must submit the letter of satisfactory performance from the institute/company, **failing which bid will be summarily rejected.**
- x. **The bidder must submit photocopy of the bank statement of last one year of the pharmacy/chemist shop.**

8. TECHNICAL BID :-

The Technical bid shall contain the following documents / certificates :-

- i) Copies of the Documents towards required annual turnover for the last three years i.e. more than **Rs. 80 lakhs** per annum.
- ii) EMD amount of Rs. 2,00,000/- in form of demand draft drawn in favour of the Director, CSIR-CMERI, Durgapur and payable at Durgapur.
- iii) Copy of the firm's VAT / (REGISTRATION CERTIFICATE)
- iv) Copy of PAN Card of the bidder.
- v) Sale Tax / Income Tax clearance certificate for last three years.
- vi) Copy of the Retail license for selling drugs / medicines from Drug Controller of West Bengal State (latest) valid for the period of contract / more.
- vii) Certificate from Drug Controller, West Bengal State for no case pending against tenderer.
- viii) Written Undertaking that they will open an outlet inside the CMERI Colony as per the space allotted by the CSIR-CMERI authority and the outlet will be manned by a Pharmacist during all working hours of the Dispensary with no cost

Signature of the Proprietor/Partner _____

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06/02/17

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6/2/17

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B. B. Choudhury
06/02/17

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to the CSIR-CMERI; however they will pay the license fees, electricity charges and water charges as decided by the CSIR-CMERI.

ix) The original tender documents to be signed by the bidder in each page as mark of the acceptance of the terms and conditions of the tender.

9. **PRICE BID:-** The price bid will contain the proposed discount in percentage to be offered by the bidder on the maximum retail price(MRP) of the medicines to be supplied. No conditional discount will be accepted. The bidder will submit his price bid in the prescribed proforma of the tender document (Annexure-IV).

10. **PRODUCTION OF BILL :** The indents / slips / requisitions to be accepted by the retailer must carry the signature of Medical Officer, CSIR-CMERI, Durgapur whose specimen signature will be supplied duly attested by the Administrative Officer, CMERI, Durgapur. The supplier shall present their bill generated through computer (in duplicate) for each fortnight's supply on the basis of prescription slip within ten 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 alongwith the prescriptions in original made by the Medical Officers, CSIR-CMERI, Durgapur.

Format for the Bill:

- 1) Serial No.
- 2) Name of the Employee/Pensioner:
- 3) ID No. /PPO No.
- 4) Medical Booklet No.
- 5) Patient Name
- 6) Date
- 7) Amount
- 8) Prescription No.
- 9) Bill No.
- 10) Concerned M.O.
- 11) Remarks

11. **PAYMENT TERMS :** The supplier shall claim payment twice a month by submitting the bills with all the necessary documents in complete form (to be prescribed). The payment will normally be arranged within 2 to 3 weeks 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 must be submitted by the successful bidder after award of the contract.

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

13. **DISPUTE AND JURISDICTION :** The contract between the supplier and the buyer shall be governed by the Laws of India and any legal disputes arising out this contract will under jurisdiction of the appropriate court of the Durgapur only.

Signature of the Proprietor/Partner _____

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Baro
6/2/17

Rajesh Chandra
06/02/17

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06/02

- 14. **EMPANELMENT/PARALLEL CONTRACT** : The Director, CSIR-CMERI, Durgapur 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 Director, CMERI may also make a panel of suppliers/retailers for supply of medicines
- 15. **SECURITY DEPOSIT** : The successful bidder has to submit a security deposit in the form of bank draft amounting Rs. 5,00,000/- (Rupees Five Lakh only) to CSIR-CMERI, Durgapur which shall be kept with the Institute during the duration contract. No interest will be payable on such deposit. The security deposit should be submitted within seven days from the date of issue of LOI. The supplier can convert EMD into security Deposit on written request. The sum security deposit and EMD will not exceeding amounting Rs. 5,00,000/- (Rupees Five Lakh only) in any case.
- 16. **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.
- 17. The Director, CSIR-CMERI shall be under no obligation to procure or purchase medicines of a particular amount from the vendor during the contracted period. The estimated amount likely to incurred may be increased or decreased, depending upon the actual requirement of the beneficiaries.

Signature of the Proprietor/Partner _____

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6/2/17

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6/2/17
Bose
06/02/17

(Handwritten signature)
06/02/17

FORMAT FOR FORWARDING LETTER (to be kept in the Technical bid)

From :

To,
 The Director,
 CSIR-Central Mechanical Engineering Research Institute,
 M.G. Avenue,
 P.O: R.E. College,
 Durgapur-713209.

Sub: Tender for supply of Medicines

Dear Sir,

I/We hereby offer our quotation to supply Allopathic medicines to CSIR-CMERI, Durgapur by opening an outlet in CMERI Colony against NIT No. _____.

The following documents are attached for your reference.

1. Technical bid along with all requisite documents and EMD amount kept and sealed separately in an envelope with proper superscription.
2. Price bid in prescribed format kept in separate sealed envelope superscribed as "Price Bid" and firm name & address on body of the envelope.
3. Requisite EMD for Rs. _____ DD /BC Nos : _____
Date _____ issuing bank (kept in the Technical bid).
4. Copy of NIT terms & conditions duly sealed and signed as a proof of acceptance of the same.

Thanking you,

Yours faithfully,

(Signature of the Proprietor / Authorized
 Signatory with seal & date)

Name _____
 (In Capital Letters)

Date : _____

Signature of the Proprietor/Partner _____

STAMP

Nana
06/02/17
12/1
01/17

Shro
6/2/17

B. S. Choudhary
06/02/17

06/02

FORMAT FOR TECHNICAL BID

1. Name of the Retail Stores / Firm :
2. Address with Phone & Fax :
3. Name of proprietor & Phone No. fax & Email, etc. :
4. Drug Licence No. :
5. PAN CARD No. :
6. VAT No. :
7. Please enclose the original DD towards EMD and self certified copies of the following documents :-
 - i) Copies of the Documents towards required annual turnover for the last three years i.e more than **Rs. 80 lakhs** per year for last three ending 31.3.2016.
 - ii) EMD amount of **Rs. 2,00,000/-** in form of demand draft drawn in favour of the Director, CSIR-CMERI, Durgapur (to be submitted in original).
 - iii) Copy of the firm's VAT registration certificate
 - iv) Copy of PAN Card.
 - v) Copy of Sales Tax / Income Tax clearance certificate for last three years.
 - vi) Copy of the Retail license for selling drugs / medicines from Drug Controller of West Bengal State (latest) valid for the period of contract / more.
 - vii) Undertaking that bidder will open an outlet inside the CMERI Colony premises as per the space allotted by CSIR-CMERI Authority and the outlet will be manned by Pharmacist during all working hours of the Dispensary with no cost to the CSIR-CMERI, Durgapur. However, license fees, electricity, water charges are payable on monthly basis by the selected bidder.
 - viii) The original tender documents (NIT & Annexure-I) to be signed by the bidder in each page as mark of the acceptance of the terms and conditions of the tender.

Declaration

"This is to certify that the documents as submitted are genuine. I/We shall be held responsible, if any of the documents are found to incorrect or forged".

(Signature of the Proprietor / Authorized)
Signatory with date and seal

Name : _____
(In block letters)

Signature of the Proprietor/Partner _____

STAMP

Price Bid Format

(To be kept in a separate envelope).

DESCRIPTION	PERCENTAGE OF DISCOUNT/LESS/REBATE OFFERED ON PRINTED MAXIMUM RETAIL PRICE (MRP)
SUPPLY OF ALLOPATHIC MEDICINES	<p style="text-align: center;">%</p> <p>(Please indicate Percentage both in Figures and Words)</p>

Signature of the Proprietor/Partner _____

STAMP

Nata
06/02/17
—
—
6/4/17

Shubh
6/2/17

Pradeep
06/02/17

जय शंकर
06/02

ANNEXURE – V

Undertaking for opening an Outlet inside the CMERI Colony premises

I/We hereby undertake that my/our firm will open an outlet inside the CMERI Colony premises as per the space allotted by the CMERI authority and the outlet will be manned by a Pharmacist during all working hours of the Dispensary with no extra cost to the CSIR-CMERI, Durgapur. I/our firm will pay the monthly electricity and water charges as decided by the CSIR-CMERI, Durgapur. My/our firm will be responsible for the conduct of the staff to be deployed in the outlet.

(Signature of the Proprietor / Authorized
Signatory with date and seal)

Name : _____
(In block letters)

Signature of the Proprietor/Partner _____

STAMP

Nandan
06/02/17
Sanku
6/2/17

06/02/17
Proprietor
06/02/17

06/02/17
06/02/17

DECLARATION BY THE BIDDER

From :

.....
.....

To

The Director
CSIR-CMERI,
Mahatma Gandhi Avenue,
Durgapur – 713209SUBJECT : Tender for supply of Allopathic medicines to CSIR-CMERI
beneficiaries through an outlet in CMERI Colony, Durgapur.

[Ref : NIT No:]

Sir,

1. After having carefully read and examined the Tender Document, physically inspected the CSIR-CMERI Dispensary in CMERI Colony and all work areas, well understood the requirement of CSIR-CMERI under the contract, we offer our self for the tender of '**Supply of Allopathic medicines to CSIR-CMERI beneficiaries through an outlet in CMERI Colony, Durgapur**' in conformity with all the terms, conditions and Scope of work stated in the Tender Document.
2. We confirm our acceptance to all the terms and conditions including scope of work specified in the tender document of CSIR-CMERI for the above subject work. Shall this tender be accepted, we hereby agree to abide by and fulfill all terms and conditions of Tender Document and in default thereof, to forfeit the EMD and pay to CSIR-CMERI, such sums of money as are stipulated in conditions contained in Tender Document. The Tender document together with LOI, award letter, Agreement shall constitute a binding contract.
3. We declare that we have not been debarred/black listed/declared bankruptcy by any Central Govt./State Govt./Semi-Govt./Central or state Autonomous bodies and/or by CSIR or its Laboratories / Institutes or any Bank/Financial Institutions.
4. We declare that none of the Proprietor/ Partner/Director of our Firm has any relation with any employee working in CSIR/CMERI including its extension Centre at MERADO, Gill Road, Ludhiana.

Date :

Signature of the Proprietor/Partner _____

STAMP _____

Signature of the Proprietor/Partner _____

STAMP

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06/02/17

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06/02/17

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06/02/17

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06/02/17

Annexure-VI

Agreement for Job contract for supply of allopathic medicines to CSIR-CMERI beneficiaries through an outlet in CMERI Colony, Durgapur.

This AGREEMENT made on this _____ day of _____ between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act and having its office at "Anusandhan Bhawan", Rafi Marg, New Delhi (hereinafter referred to as CSIR) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

And

M/s _____ at _____

(hereinafter referred to as Vendor which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART.

WHEREAS the CSIR is desirous of giving a contract for supply of allopathic medicines to CSIR-CMERI beneficiaries through an outlet in CMERI Colony, Durgapur-713209 (Name of the lab./Instt.) which is a constituent unit of CSIR (hereinafter referred to as Lab./Instt) and whereas the Vendor has offered to provide the service for supply of allopathic medicines to CSIR-CMERI beneficiaries through an outlet in CMERI Colony, Durgapur-713209 on the terms and conditions hereinafter stated.

WHEREAS Vendor has represented that he is a registered Vendor having valid drug license and all other license or registration that is required for the above said service and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the Vendor at his own expenses, etc. and the Vendor shall report the compliance thereof to CSIR-CMERI & CSIR. The Vendor shall be solely liable for any violation of the provisions of the applicable Act or any other Act.

Signature of the Proprietor/Partner _____

STAMP

K. D. Ray
08/02/17

B. S. Chakraborty
06/12/17

B. S. Chakraborty
08/02/17

B. S. Chakraborty
06/02

WHEREAS CSIR has agreed to award the contract for supply of allopathic medicines to CSIR-CMERI beneficiaries through an outlet in CMERI Colony, Durgapur-713209 which is a constituent unit of CSIR (hereinafter referred to as Lab./Instt).

AND WHEREAS the Vendor has agreed to furnish to the Lab./Instt. a security deposit of Rs. _____ by way of Cash / DD deposit on which no interest is payable by the Lab.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under.

A. GENERAL CONDITIONS :

1. That is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Vendor for the services mentioned above shall be the employees of the Vendor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Vendor and in no case, shall a relationship of employer and employee between the said persons and the CSIR shall accrue/arise implicitly or explicitly.
2. That the Director of the Lab./Instt. or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons deployed by the Vendor and the medicines dispensed or stored by the Vendor in order to ensure that persons deployed by him are doing their duties and the medicines dispensed are of high quality or confirm to the prescription of the Medical Officer of CMERI Dispensary.
3. That in case any of the persons so deployed by the Vendor does not come upto the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riot or disorderly conduct, the Vendor shall immediately withdraw and take suitable action against such persons on the report of the Lab./Instt./CSIR in this respect. Further, the Vendor shall immediately replace the particular person so deployed on the demand of the Director of the Lab./Instt./CSIR in case of any of the aforesaid acts on the part of the said person.

B. VENDORS'S OBLIGATIONS

That the Vendor shall provide allopathic medicines to CSIR-CMERI beneficiaries through an outlet in CMERI Colony, Durgapur-713209.

i. ENGAGEMENT OF STAFF AND MANINTENANCE OF THE OUTLET ETC.

- a. Trained personnel/staff with Pharmacy qualification should be available for identifying and dispensing medicines to be supplied to the staff/pensioners/ dependant family members of CMERI beneficiaries during the Dispensary working hours.

Signature of the Proprietor/Partner _____

STAMP

N. Das
06/02/17
K

Shubho
6/2/17

Prasenjit
06/02/17

147
6/2/17

GPI 2192
06/02

- b. The representative of the Vendor engaged for the above purpose inside CMERI premises must maintain all discipline and should not be a cause of disturbance of any form or nature and the vendor will be responsible for the conduct of his staff as engaged by him.
- c. The Vendor shall comply with all statutory provisions governing such business. The Vendor will also comply with provisions of labour Laws and Drug laws in respect of staff and transaction in CMERI outlet. CMERI, Durgapur will in no way be held responsible for any such purpose or lapses on the part of the contractor.
- d. Any medicines, which the Medical Officer of the Dispensary doesn't want to be stored or kept in the outlet should not be stored or kept in the outlet.

ii. DELIVERY OF MEDICINES :

- iii. That the CSIR/Lab./Instt. shall not pay or reimburse to the vendor any form of taxes levied by any authority. All tax liability shall be borne by the contractor.
- iv. That for the assigned work, the Vendor shall deploy medically and physically fit persons. The Vendor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
- v. That the Vendor shall submit details, such as names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the Lab./Instt./CSIR. For the purpose of proper identification of the employees of the Vendor deployed for the work, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
- vi. That the Vendor shall be liable for payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.
- vii. That the Vendor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Vendor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the CSIR shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Vendor's monthly payments.
- viii. The Vendor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR.
- ix. The Vendor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the Lab./Instt. and

Signature of the Proprietor/Partner _____

STAMP

(Signature)
56/02/12

(Signature)
6/2/12

(Signature)
6/2/17

(Signature)
05/02/17

(Signature)
06/02/17

ensure that no such person shall create any disruption/hindrance/problem of any nature in Lab./Instt. either explicitly or implicitly.

- x. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Vendor and/or loss/damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Vendor.
- xi. The security will be refunded to the Vendor within one month of the expiry of the contract only on the satisfactory performance of the contract.
- xii. That the Vendor shall keep the CSIR indemnified against all claims whatsoever in respect of the employees deployed by the Vendor. In case any employee of the Vendor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Vendor to contest the same. In case CSIR is made party and is supposed to contest the case, the CSIR will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Vendor to CSIR on demand. Further the Vendor shall ensure that no financial or any other liability comes on CSIR in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.
- xiii. The Vendor shall further keep the CSIR indemnified against any loss to the CSIR property and assets. The CSIR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Vendor under this contract.
- xiv. That the Vendor shall ensure that the persons so deployed do not allow any property of the CSIR to be taken out of the premises without a Gate Pass signed by the designated officials of the Lab./Instt. As a safeguard against any dishonesty, connivance and/or ulterior motive, the specimen signature of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the Vendor along with subsequent changes, if any. The Controller of Administration/Administrative Officer of the Lab./Instt. shall make suitable arrangement to ensure compliance.
- xv. That the Vendor shall report promptly to the Lab./Instt. any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the Vendor to ensure security and safety of his men and materials. If any theft pilferage takes place due to any reason, CSIR-CMERI shall not be liable. However, if any loss is caused to the Lab./Instt. on account of dishonesty, and/or due to any lapse on the part of the Vendor or his worker, the Vendor shall make good on demand the loss to the Lab./Instt.

C. CSIR's OBLIGATIONS :

- i. That in consideration of the services rendered by the Vendor, he may be allowed to prefer claims for payment twice a month by submitting the bills with all the necessary documents in complete form. Payment will be directly transferred to the bank account of the contractor through NEFT/RTGS or as per payment system being followed in CSIR.

Signature of the Proprietor/Partner _____

STAMP

K. Ramesh
08/02/17

R. S. Srinivas
6/2/17

B. S. Srinivas
06/02/17

197
02/17

G. R. Srinivas
06/03/17

- ii. That for carrying out the above said service, CSIR-CMERI will provide the Vendor with appropriate space in CMERI Colony on chargeable basis. The Vendor shall pay in time license fee for the space provided by CMERI with electricity and water charges as per rule.

D. PENALTIES/LIABILITIES :

i. That the Vendor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at his risk and cost.

ii. That if the Vendor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director of the Lab in this behalf, any amount upto the full security deposit can be recovered. The decision of the Director, CSIR-CMERI in this shall be final and binding.

F. COMMENCEMENT AND TERMINATION :

i. That this agreement shall come into force w.e.f _____ and shall remain in force for a period of _____. This agreement may be extended on such terms and conditions as are mutually agreed upon.

ii. That this agreement may be terminated on any of the following contingencies:-

a) On the expiry of the contract period as stated above.

b) By giving one month's notice by CSIR on account of:

i) committing breach by the Vendor of any of the terms and conditions of this agreement.

ii) assigning the contract or any part thereof to any sub contractor by the Vendor without written permission of the Lab./Instt.

c) On Vendor being declared insolvent by competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the Vendor shall keep on discharging his duties as before till the expiry of notice period.

G. ARBITRATION :

i. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to Director General, CSIR, Rafi Marg, New Delhi or his nominee.

ii. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason

Signature of the Proprietor/Partner _____

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Signature
06/02/12

Signature
6/2/12

Signature
06/04/12

Signature
19/4/12

Signature
06/02

whatsoever, the Director General, CSIR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

iii. The Arbitrator may give interim award(s) and/or directions, as may be required.

iv. 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.

IN WITNESS WHEREOF the parties hereto have signed these present on the date, month and year first above written.

For and on behalf of For and on behalf of
the Vendor _____

For Council of Scientific & Industrial Research
Anusandhan Bhawan,
Rafi Marg, New Delhi – 110 001.

WITNESS

1. _____

2. _____

Signature of the Proprietor/Partner _____

STAMP

(Handwritten signature)
06/02/17

(Handwritten signature)
6/2/17

(Handwritten signature)
06/02/17

(Handwritten signature)
06/02/17