



**GOVERNMENT OF INDIA**  
**MINISTRY OF HEALTH & FAMILY WELFARE**  
**DIRECTORATE GENERAL OF CENTRAL GOVERNMENT HEALTH SCHEME**  
Phone No. 080-25539058,  
Limited Tender Notice. F.No.18-1/2003 (MSD)/L.C./Vol.XV/2020-23

**LIMITED TENDER DOCUMENT INVITING QUOTATIONS**  
**FOR**  
**EMPANELMENT OF LOCAL SUPPLIER OF AYURVEDA MEDICINES FOR CGHS, BENGALURU**  
**FOR THE PERIOD 2020-23**

The Central Government Health Scheme (CGHS) is providing comprehensive medical care facilities to the Central Government employees and pensioners and certain other categories of persons covered under the Scheme. As part of this Scheme, the beneficiaries are eligible for the supply of Ayurveda Medicines. With this objective, the **Additional Director CGHS BENGALURU, for & on behalf of the President of India, invites quotations** from the eligible LOCAL SUPPLIERS for supply of Ayurveda medicines (ALC-Ayurveda) to the Ayurveda Units under CGHS Bengaluru at CGHS WC No.3, No. 4013-4014, Next to Saligrama Party Hall, 2<sup>nd</sup> Floor, Hosakerehalli Main road, Girinagar, Banashankari-III stage, Bengaluru -560085 and CGHS WC No. 8, CPWD campus, Old Airport Road, Domlur, Bengaluru-560071.

<b>Scope of Work</b>	<b>EMPANELMENT OF AUTHORISED LOCAL CHEMIST- Ayurveda (ALC- Ayurveda) FOR AYURVEDAUNITS UNDER CGHS, BENGALURU</b>
<b>EMD to be submitted</b>	<b>Rs.5,000/= (Rupees Five Thousand only)</b>

Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <https://cghsbng.gov.in> .

**Additional Director,**  
**CGHS, Bengaluru.**  
(Tender Inviting Authority)

**CRITICAL DATE SHEET**

Tender No.	<b>F.No.18-1/2003 (MSD)/A.L.C./Vol.XV/2020-23</b>
Name of Organization	<b>Central Government Health Scheme, BENGALURU</b>
Date of Issue/Publishing	<b>25/07/2020</b>
Document Download Start Date	<b>25/07/2020</b>
Document Download End Date	<b>10/08/2020 (17.30 Hrs)</b>
Clarification Start Date	<b>25/07/2020</b>
Clarification End Date	<b>10/08/2020 (17.30 Hrs)</b>
Last Date and Time for submission of QUOTATIONS (Physical copy )	<b>10/08/2020 (13.30 Hrs)</b>
Date and Time of Opening of Technical Bids (Physical Copy)	<b>12/08/2020 (10.30 Hrs)</b>
Date and Time of Opening of Financial Bids(Physical copy)	<b>14/08/2020 (10.30 Hrs)</b>
Address for Communication	<b>O/o the Additional Director, CGHS, (Bengaluru) Third Floor, E-Wing, Kendriya Sadan, Koramangala, Bengaluru, PIN-5600324 Website: <a href="https://cghsbng.gov.in">https://cghsbng.gov.in</a> Phone No. 080-25539058</b>

**Additional Director,  
CGHS, Bengaluru.**  
(Tender Inviting Authority)

## **INSTRUCTIONS FOR SUBMISSION OF QUOTATIONS:**

1. Bid documents can be downloaded through our official portal <https://cghsbng.gov.in>.
2. The Physical copies of quotation along with EMD should reach the O/o CMO I/c, Ayurveda Unit, CGHS WC No.3, No. 4013-4014, Next to Saligrama Party Hall, 2<sup>nd</sup> Floor, Hosakerehalli Main road, Girinagar, Banashankari-III stage, Bengaluru - 560085 before the cut of date and time.
3. The bids should be in two separate sealed covers with clearly superscripted as ***“Technical Bid for local supply of Ayurveda medicines”*** and ***“Financial Bid for local supply of Ayurveda medicines”***.

## **SECTION-I**

### **1. SCOPE OF WORK:**

The empanelled chemist/Supplier, to be known as **Authorised Local Chemist - Ayurveda (ALC- Ayurveda)** will supply within **seven (7)days**, at the agreed uniform rate of discount on MRP (inclusive of all taxes) against the Indents issued by the In-charges of the concerned CGHS Ayurveda units as enlisted in **Annexure – B**.

### **2. ELIGIBILITY CRITERIA ESTABLISHING ELIGIBILITY OF BIDDERS:**

- 2.1) The supplier should possess valid licences like GST Registration and other necessary licences in the name of the bidder required for general purpose business.
- 2.2) The average annual turnover of the bidder (chemist) by sale of Ayurveda Medicines should be a minimum of Rupees 10 Lakhs during the last two financial years. The bidder must submit the documentary evidence like audited Balance Sheets in support of their claim.
- 2.3) The bidder must understand and agree to the terms and conditions of bid.

- 2.4) The bidder should not be currently debarred by any Government organization or by CGHS.
- 2.5) Individual signing the Bid and other documents must specify whether he/she signs as:
- a. A sole proprietor of the firm, or constituted attorney of such proprietor.
  - b. A partner of the firm, if it is a partnership firm and in this case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.
  - c. Constituted Attorney/Authorized Signatory, if it is a company.

**Note:**

In case of (b) above a copy of the Partnership Deed, General Power of Attorney, duly attested by the partners and an undertaking to the effect that all the partners admit execution of the partnership and the General Power of Attorney are to be submitted.

In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any such partner, the Bid and all other related documents must be signed by every partner of the firm.

A person signing the Bid form or any documents forming part of the bid on behalf of another, shall be deemed under warranty, that, he has authority to bind with his acts, such other person. If on enquiry, it appears that the person so signing has no authority to do so, CGHS, without prejudice to other Civil and Criminal remedies can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.

**3. COST OF BIDDING:**

The prospective bidders shall bear all the costs associated with the preparation and submission of their bid. The CGHS in no case will be responsible or liable for these costs regardless of conduct or outcome of the bidding process.

4. **ASSISTANCE TO BIDDERS:**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed only by e-mail to the Tender Inviting Authority for any further clarifications. (E-Mail ID - cghsbng-ka@nic.in)

5. **AVAILABILITY OF TENDER:**

The tender document is available at CGHS website from the website <https://cghsbng.gov.in>.

Prospective bidders, desirous of participating in this tender may view and download the tender document free of cost from the above mentioned website.

6. **BIDDING PROCEDURE, SIGNING AND SUBMISSION OF BIDS**

6.01 The bidder must submit his quotations in two parts as mentioned below:

**Part 1 Called the “Technical Bid” contains two parts, Viz,**

**(A) Earnest Money:**

The bidders are required to submit an amount of **Rs. 5,000/- (Rupees Five Thousand only)** through a Demand Draft payable in the name of “**Additional Director CGHS (Bengaluru)**” as Earnest Money. The demand draft must be issued by a Scheduled Bank. Original EMD/ Demand Draft should be submitted, along with part 2 of the Technical bid. Bids not accompanied by EMD/ Bank Draft physically will not be considered.

The EMD should accompany following documents

- i. Vendor details form. **(Annexure –B)** and
- ii. Tender Acceptance Letter**(Annexure – C)**

The EMD from the successful bidder shall be returned without interest after timely receipt of the Performance Security.

EMD of unsuccessful bidders will be returned to them after the award of contract to the successful bidder without interest.

**(B) Documents establishing Bidders eligibility (Technical Bid):**

The following documents should first be self-attested by the authorized signatory of the bidder.

- a. A copy of PAN Card in the name of the Proprietor/partnership firm or the company, as the case may be.
- b. The copy of the GST Registration Certificate, latest GST monthly return along with the latest GST deposit challan, if any.
- c. The copies of the audited balance sheets and/or Income tax return for the last two financial years to establish the turnover of the bidder.
- d. The copy of the Partnership Deed/Memorandum and articles of association if applicable.
- e. A copy of Declaration of bidder as per **Annexure – D**, duly signed should be submitted.

**Part 2:- Called “Commercial Bid” which shall contain:-**

**Main Price Bid quoting the percentage of discount on MRP (inclusive of all taxes) as per Annexure - F.**

**Note:**

- i. **Bids quoting less than 12% discount on MRP (inclusive of all taxes) shall not be considered.**
- ii. **The Bid is liable to be rejected, if the requisite information/ documents have not been furnished as asked for in Clause – 6.1.**

**7. PRICING:**

The bidder should quote uniform discount for Ayurveda medicines in percentage terms on the Maximum Retail Price (MRP) (inclusive of all taxes) printed on the strip/ Bottle/ unit packed, in respect of all items of supplies to be made under the Contract. The quoted offer shall be on the MRP inclusive of all taxes and shall remain firm and fixed for the entire duration of the contract.

**8. SUBMISSION OF BIDS:**

- a. The Bidders will submit all the Bid documents by hand/by post to the O/o CMO I/c, Ayurveda Unit, CGHS WC No.3, No. 4013-4014, Next to Saligrama Party Hall, 2<sup>nd</sup> Floor, Hosakerehalli Main road, Girinagar, Banashankari-III stage, Bengaluru -560085.
- b. In case, the last day of bid submission is declared Holiday by Govt. of India, the next working day will be treated **as day for submission of bids**. There will be no change in the timings.
- c. Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.
- d. In case bidder is authorising his representative to sign the bid, he should send a letter of Authority as per **Annexure – E**.
- e. Ambiguous bids will be out rightly rejected.
- f. The offers submitted by telegram/ fax/ e-mail etc. shall NOT be considered.
- g. No correspondence will be entertained on this matter.

**9. PERIOD OF VALIDITY OF BIDS**

The Bids shall be valid for acceptance for 90 days after the date of bid opening prescribed by the CGHS and shall be further extendable by another 30 days at the request of CGHS.

**10. PERIOD OF CONTRACT**

The contract shall initially be for a period of **Three year** as per **Annexure-G** from the date of the signing of contract. Ordinarily the contract is not extendable after it is over. However, the contract is extendable for another year on the same terms & conditions of contract, strictly on the basis of satisfactory performance, at the sole discretion of Additional Director, CGHS, Bengaluru.

**11. OPENING OF BIDS**

Bids shall be opened manually before the Authorised Committee on the

scheduled date in presence of bidders who attend.

- 11.1) The bids (complete in all respect) received along with Demand Draft of EMD (Physically) will be opened. Bids received without EMD will be rejected summarily.
- 11.2) Technical bid of only those bidders, who are found eligible as per eligibility criteria, will be evaluated afterwards.
- 11.3) Financial bids of only those bidders, whose bids are found technically qualified by the Committee, will be opened subsequently for further evaluation.

**12. SELECTION OF BIDDER:**

The award of contract will be offered to the bidder who quoted the highest discount on MRP including all taxes and he may be called as H1. If H1 declines the offer, the award of contract can be extended to H2 bidder i.e. second highest discount offering bidder.

**13. RIGHT TO ACCEPT / REJECT ANY BID**

The Additional Director, CGHS, (Bengaluru), reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the CGHS's action.

The Additional Director, Central Government Health Scheme, (Bengaluru) doesn't pledge himself to accept the highest discount offering Bid or any Bid and reserves to himself the right of accepting the whole or any part of the Bid and Bidder shall supply the medicines at the rates quoted.

**14. PERFORMANCE SECURITY GUARANTEE**



The successful bidder will have to furnish a Performance Security for an amount of **Rs. 50,000/—** in the form of either a Bank Guarantee, valid for 6 months beyond the term of the contract, issued by a scheduled bank as per format at **Annexure – H** or a Demand Draft issued by a Scheduled Bank, favouring “**Additional Director CGHS (Bengaluru)**”. No claim shall be made against Government of India / Additional Director CGHS (Bengaluru) in respect of interest accrued, if any, due on the Performance Security deposit.

In case of extension of contract for another year the Performance Guarantee should be renewed to ensure that it remains valid up to six months beyond the validity of the extended contract period. Bidder should ensure validity of Performance Security for extended period.

**15. CORRUPT OR FRAUDULENT PRACTICES:**

15.1) CGHS requires that, the Bidders observe the highest standards of ethics and conduct during the tender process and afterwards during the execution of such contract.

15.2) In pursuance of this policy, the terms and conditions are set forth as follows:

a) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the tender process or in the process of execution of contract; and

b) “Fraudulent practice” means misrepresentation of facts in order to influence the tender process or execution of a contract to the detriment of CGHS, and includes collusive practice among Bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive CGHS of the benefits of free and fair competition;

15.3) CGHS will reject a proposal for award of contract, if it determines that the bidder recommended for award has engaged himself in corrupt or

fraudulent practices while competing for the contract in question;

- 15.4) CGHS will declare a firm ineligible, either indefinitely or for a specified period of time, for award of the contract if at any time it determines that the firm was engaged in corrupt and fraudulent practices while competing for or in executing the contract.

**16. FORFEITURE OF EMD/PERFORMANCE SECURITY:**

**16.1) EMD shall be forfeited if:**

- a) the bidder withdraws his bid during the period of bid validity.
- b) it is found during the bidding process that factual information is being suppressed, then the bidder will be debarred from further participation and EMD will be forfeited.
- c) the successful bidder fails to **unconditionally accept** the contract within two weeks of receipt of offer letter, and sign the Contract within a maximum of 21 days of unconditional acceptance of the contract.
- d) the successful bidder fails to deposit the Performance Security as specified in the tender document and within the time frame specified.

**16.2) Performance Security/Bank Guarantee will be forfeited along with termination of contract, if:**

- a) the successful bidder fails to abide by the terms and conditions of the contract.
- b) it is found any time during the contract period and till 60 days of validity of Performance Bank Guaranty, that any factual information related to the contract has been suppressed by the contractor.
- c) the empanelled chemist supplies any sub-standard, spurious drugs or substitutes medicines.
- d) the empanelled chemist delays supplies.

- e) the empanelled chemist over charges.
- f) the chemist is found engaged in corrupt, collusive, coercive and/or fraudulent practices including subcontracting.
- g) the medicines supplied by the Authorized Local Chemist against the indents placed on them in pursuance of this contract are subsequently found as having been stolen from anywhere or are not conforming to quality.
- h) the Chemist stops the supplies of the medicines/drugs without giving 90 days prior notice.

**17. INSPECTION OF BIDDERS PREMISES:**

The premises of bidders who were qualified in the Technical Bid will be inspected by a team of officers led by an officer not below the rank of CMO for,

- a. Physical verification of premises of the supplier.
- b. Verification of original documents of those submitted earlier during the bid.
- c. Assess the availability of GMP certified commonly used Ayurveda & Unani medicines and availability of computer and internet facility.
- d. In case, the team is not satisfied with the veracity of the claims of the bidder, he will be declared ineligible for further participation in the tender.

**18. FORCE MAJEURE:**

Supplier shall not be liable for forfeiture of its performance security, imposition of penalty or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure which means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual

capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. If a force majeure situation arises the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**19. INDEMNITY:**

The bidder shall indemnify the CGHS against all actions, suits, claims and demands brought or made against it, in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the CGHS in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job safety measures prevalent in India and will free the CGHS from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents without any extra cost to CGHS and will not hold the CGHS responsible or obligated. The CGHS may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

**20. ARBITRATION:**

20.1) In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Additional Secretary & Director General, CGHS, Ministry of Health & Family Welfare, on the recommendation of the

Secretary, Department of Legal Affairs (“Law Ministry”), Government of India. The provisions of Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at New Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the ‘Award’), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

- 20.2) Pending the submission of and / or decision on a dispute, difference or claim, or until the arbitral award is published, the party shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award”.

## **21. EXIT CLAUSE:**

The contract of authorized local chemist may be terminated by any of the Parties to the contract, after serving a **prior notice of at least ninety (90) days**. The notice period shall start after receipt of the Notice by the other Party.

## **22. MISCELLANEOUS:**

- 22.1) The Additional Director CGHS, Bengaluru reserves the right to enter into parallel contracts simultaneously or at any time during the period of this contract, with one or more eligible chemists.
- 22.2) Appointed chemist shall attend the meetings fixed by the Local Advisory Committee in the Wellness Centre as and when called for.

## **23. NOTICES:**

Any notice given by one party to the other, pursuant to this Contract shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy by post to the other Party's address as below.

CGHS\*: Additional Director CGHS, Bengaluru.

Bidder\* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Notice shall be effective when delivered or on the notice's effective date, whichever is later.

**Additional Director,  
CGHS, Bengaluru**  
(Tender Inviting Authority)

## **SECTION – II**

### **CONDITIONS OF CONTRACT**

**1. COLLECTION OF INDENT FOR SUPPLY:**

The Authorized Local Chemist or his representative shall receive local purchase indent from the allotted Ayurveda Unit(s).

**2. DELIVERY OF SUPPLIES:**

The delivery of supplies in full should be made within 7 days of the indent at the premises of the allotted Ayurveda Unit(s) before the closing time.

**3. NON-SUBSTITUTION:**

In case of indent for specific brand of medicines, the brand shall not be substituted. The chemist should supply the Ayurveda Medicines from the reputed GMP Certified

manufacturing companies which have significant presence in the market. CGHS reserves the right to reject the generic medicines that are supplied at higher /exorbitant price.

**4. PACKED SUPPLIES:**

Supplies are required to be made in original packing of manufacturer. The packing unit should approximately be nearest to the unit quantity of the particular medicine/drug indented.

**5. LIFE PERIOD OF MEDICINES SUPPLIED:**

Every medicine has its own shelf-life period mentioned on the label of medicine. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply.

**6. PRESENTATION OF BILLS:**

- 6.1) The Authorized Local Chemist shall present the bill for the supplies made during each month within ten days of closing of each respective month. The bill should clearly indicate the details of the supplies made each day such as name of the item, name of manufacturer, batch No., date of manufacture & expiry date, rate, discount as per contract etc. and any other information required by the CGHS.
- 6.2) The bill shall be supported by the original indent along with the certificate from the Chief Medical Officer, In charge, of the concerned Ayurveda Unit under his/her signature, with date, seal of the office for receipt of the items indented.
- 6.3) Incomplete bills not accompanied by any of the particulars mentioned above will not be entertained.

**7. PERIOD UPTO WHICH SUPPLY ORDERS WILL BE PLACED:**

Supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honoured in accordance with

the terms of contract even though the last date of the contract may have expired on the date of supply of medicines.

**8. PERFORMANCE SECURITY:**

The amount of Performance Security shall be liable to be forfeited, if, the medicines supplied by the Authorized Local Chemist against the indents placed on them in pursuance of this contract are subsequently found as having been stolen from anywhere or are not conforming to quality. The Performance Security is also liable to be forfeited if the authorized chemist:

- a. Fails to adhere to the terms of the Contract or
- b. Supplies any sub-standard, spurious drugs or substitutes medicines.
- c. Delays the supply or over charges.
- d. If the chemist is found engaged in corrupt and fraudulent practices including subcontracting.
- e. The Chemist should not stop the supplies of the medicines / drugs without giving 90 day's prior notice.

**9. DEDUCTIONS FOR DELAY/ DEFAULT:**

In case of indent for specific brand of medicines, the same shall not be substituted. If any such case it is noticed during subsequent scrutiny after or before the payment, then the supplier will be penalized Rs.100/- along with the cost of the specific brand of medicines for each such default.

The delivery of supplies in full will be made up to 7 days of the indent at least one hour before the wellness centre/ Hospital closing time at the premises of the allotted Ayurveda Unit. If any particular medicine/brand is not available with the ALC for any valid reasons, he may inform the CMO I/c of the concerned Ayurveda Unit and seek more time. However, no penalty will be levied for 'Not Available' (N.A) items for valid reasons. Whether an item is N.A due to valid reasons will have to be ascertained by the CMO I/c of the concerned Ayurveda Unit. The ALC shall not mark N.A for common and adequately available medicines in the market. In case the CMO I /c did not find any valid reason then, he/she may impose the penalty of



10% of the cost of the indented medicine on marking NA three times.

**11. TERMINATION FOR DEFAULT:**

CGHS may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the Contract in whole or part:

- a. If the bidder fails to provide any or all of the services within the period(s) specified in the Contract.
- b. If the bidder fails to perform any other obligation(s) under the Contract.
- c. If the bidder, in the judgment of the CGHS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract including sub-contracting.

**12. RESERVATION OF RIGHT FOR APPOINTMENT OF SEPARATE CHEMISTS FOR EACH CGHS AYURVEDA UNITS OF BENGALURU.**

The Additional Director CGHS, Bengaluru reserves the right to appoint separate Authorized Local Chemists for each CGHS Ayurveda Unit of Bengaluru at the common discount. The Additional Director CGHS, Bengaluru also reserves the right to allocate, reallocate the Ayurveda Units existing and new ones, under the CGHS that may be set up during the currency of the contract. Additional Director CGHS, Bengaluru also reserves the right to decide which chemist shall normally serve which CGHS Ayurveda Unit. Without prejudice to the right, emergency purchases can be preferred from any of the empanelled chemist/manufacturers of the medicine irrespective of such allotment of Ayurveda Units to Authorized Local Chemist for purchase of normal supplies.

The Additional Director, CGHS, Bengaluru, also reserves the right to enter in to parallel/alternate contract with other eligible chemist at same terms and conditions on which the earlier chemist is appointed.

The following steps/measures will be adopted in the instances mentioned below:

- a. Exit by ALC midway through contract.
- b. Unsatisfactory performance report regarding ALCs received from users.

- c. Appointment of ALC for newly opened Ayurveda Units.

**13. SUPPLY OF MEDICINES:**

- 13.1) Sufficient stock of standard quality of medicines at all times will have to be maintained by the chemist, to avoid inconvenience to the CGHS beneficiaries.
- 13.2) In case of failure or refusal on chemist's part to supply the medicines to the purchaser within the time as provided in the relevant clauses of this Tender document, the contract is liable to be terminated /cancelled at chemist's risk and cost. Any additional cost involved in arranging supply from alternative source will be recovered from the chemist. This will be in addition and without prejudice to the deduction in clause-10.
- 13.3) The chemist will indicate batch number, name of manufacturer, date of expiry of drugs indented in the relevant columns of the Indent sheet at the time of supplying the medicines / drugs to the concerned Beneficiaries / CGHS Ayurveda Unit(s).
- 13.4) The medicines / drugs to be supplied shall be of standard quality. In case it is found that a drug/ medicines is expired or is near the date of expiry, found not of standard quality, substandard or spurious, supplier's (Appointed Authorized Local Chemist) firm will be liable to be debarred for a period of 3 years besides other legal action that may be initiated against them as per law
- 13.5) In case of indent of drugs by a specific brand of medicines, the same shall not be substituted by another brand. If any such case is noticed during subsequent scrutiny after or before the payment, the supplier will be penalized for Rs.100/- in addition to the cost of the specific brand of medicine indented for each such default.

**14. PAYMENT**

The Authorized Local Chemist shall submit claims for payment of bills on monthly basis. Payments of the bills presented will normally be arranged in 1 to 3months

from the date of presentation of the bill. However, the authorized chemist shall make no claim from the Government of India (CGHS) in respect of interest or a damage, in case, the payment is delayed for any reasons. The payment will be made through ECS for which bidder should give requisite details of bank address, Account No. etc.

**Additional Director,  
CGHS, Bengaluru**  
(Tender Inviting Authority)

**LIST OF AYURVEDA UNITS IN BENGALURU**

- 1. CGHS AYURVEDA UNIT (AYUR 1/ BA12),  
CGHS WELLNESS CENTER NO.3,  
No. 4013-4014, NEXT TO SALIGRAMA PARTY HALL,  
2<sup>ND</sup> FLOOR, HOSAKEREHALLI MAIN ROAD,  
GIRINAGAR, BANASHANKARI-III STAGE,  
BENGALURU -560085**
  
- 2. CGHS AYURVEDA UNIT (AYUR 2/ BA13),  
CGHS WELLNESS CENTER NO.8,  
CPWD CAMPUS, OLD AIRPORT ROAD,  
DOMLUR, BENGALURU- 560071.**

**VENDOR DETAILS FORM:**

(To be submitted along with physical form of EMD and also uploaded on CPP portal)

(On letter head of supplier in typed form)

Type : Commercial  
Name of Firm :  
PAN Number :  
GSTIN Number :  
TAN No. :  
Address :  
City :  
Country :  
District :  
State :  
Pin code :  
Mobile No. :  
Phone No. :  
Email ID :

**BANK DETAILS**

Bank Name :  
Account No. :  
Address :  
IFSC Code :  
NEFT Code :

Date: Signature of vendor with stamp

**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: - **EMPANELMENT OF LOCAL SUPPLIER OF AYURVEDA MEDICINES FOR CGHS, BENGALURU FOR THE PERIOD 2020-23**

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work'.

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**DECLARATION OF BIDDER**

*EMPANELMENT OF AYURVEDA CHEMISTS FOR CGHS, BENGALURU*

From:

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

PIN\_\_\_\_\_.

Phone: \_\_\_\_\_

Mobile: \_\_\_\_\_

E-mail I.D.\_\_\_\_\_.

To:

The Additional Director, CGHS,  
Third Floor, E-Wing, Kendriya Sadan,  
Koramangala, Bengaluru, PIN-5600324

Dear Sir,

1. I/We hereby offer to supply Ayurveda medicines/drugs to all Ayurveda Units under CGHS, Bengaluru as indicated in the Bid notice or to such other units you may specify in the acceptance of Bid at the rate given in Price Bid attached and agrees and agree to hold this offer open till.....I/We shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I / we have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
3. I / we are fully aware of the nature of medicines required and my / our offer is to supply the Ayurveda medicines strictly in accordance with the requirements of CGHS.
4. I / we agree to arrange supplies of standard quality Ayurveda medicines in

accordance with the nomenclature, specifications and packages given in the local purchase indents.

5. I / we agree that the supply of aforesaid will comply with provisions of Drugs & Cosmetics Act, 1940 and rules made there under.
6. My / our firm has not been convicted by the State Drugs Authorities and no Case is pending under the Drugs and Cosmetics Act and Rules.
7. My/our agency is not currently debarred by any Government organization including CGHS.
8. My/our agency was not empanelled earlier by CGHS and that if empanelled earlier, then my/our contract was not terminated by CGHS in the preceding three years.
9. I/We also undertake that:
  - a. I/We have not agreed with my/our competitors about bids,
  - b. I/We have not disclosed bid prices to any of my/our competitors
  - c. I/We have not agreed to join or collude with others in any form which could lead to bid rigging in any form or manner whatsoever, and
  - d. I/We have not attempted to convince a competitor to rig bids.
10. I/We undertake that in the commercial bid (price bid), I/we have quoted discounts. I/we are also aware that in the commercial bid (price bid), submitted by me/us, the discount **will not be considered, if requisite value of EMD has not been received physically against it.**

SIGNATURE OF WITNESS

NAME :

ADDRESS:

SIGNATURE OF BIDDER

NAME:

ADDRESS:

DATE: .../.../...

DATE: .../.../.....



**Annexure – E**

**LETTER OF AUTHORITY**

(To be signed by the Head of the firm)

*EMPANELMENT OF Ayurveda CHEMISTS FOR CGHS, BENGALURU*

Shri ..... Working as ..... in (Name of the chemist shop)  
..... has been authorized to sign the Tender Document No. .... for the  
Empanelment of chemists on our behalf. He is also authorized to conclude the contract  
and take decisions whatever is necessary in connection with this tender.

The specimen signature of Shri (Name of the authorized person) is given below duly  
attested by us.

Specimen Signature of Shri\_\_\_\_\_.

Attested by:

Signature

Name of the partner/proprietor  
of chemist shop with Stamp

Signature of Bidder.

**EMPANELMENT OF Ayurveda CHEMISTS FOR CGHS, BENGALURU**

**PRICE BID**

From:

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

PIN \_\_\_\_\_.

Phone : \_\_\_\_\_

Mobile: \_\_\_\_\_

E-mail I.D. \_\_\_\_\_.

To:

The Additional Director, CGHS,  
Third Floor, E-Wing, Kendriya Sadan,  
Koramangala, Bengaluru, PIN-5600324

Dear Sir,

I/We hereby offer to supply Ayurveda medicines/drugs to all CGHS Ayurveda Unit, at the rate given below.

1. Uniform Discount on the Printed Maximum Retail Price (MRP) offered on all items of supply
  - a. \_\_\_\_\_ (In percentage term –in Figures)
  - b. \_\_\_\_\_ (In percentage term –in Words)
2. I also undertake to keep the above quoted rate of discount on the Printed Maximum Retail Price (MRP) on all items of supplies valid till duration of this contract.
3. I also undertake that medicines shall be provided as per indent and no “substitute medicines” will be supplied.

Signature: -----

Name: -----

Stamp

Annexure- G

**Agreement (Contract Form)-to be executed between Tender Inviting Authority and the authorized signatory of the supplier in the presence of 2 witnesses from the side of each party. An affidavit in case of Proprietor /copy of General Power of attorney endorsed by all partners in case of Partnership firm/Board Resolution in case of Company in favour of authorized signatory who will sign on behalf of the supplier, should be submitted at the time of execution of agreement. All witnesses and signatories will present their photo Identity Cards issued by any Govt. body at the time of execution of agreement and its copy will be attached with the agreement. A copy of the offer letter and acceptance letter will also be attached with the agreement.**

**AGREEMENT-text to be printed on Rs. 100/- Non-judicial Stamp Paper**

### **AGREEMENT**

This agreement made on this \_\_\_ day of \_\_\_\_\_ 2019 by and BETWEEN the President of India acting through Dr \_\_\_\_\_, Additional Director, CGHS, Third Floor, E-Wing, KendriyaSadan, Koramangala, Bengaluru, PIN-5600324 (herein after called the "Government" which expression shall, unless repugnant to the context or meaning thereof, including his/her successors in office and assignees) of the one part AND M/s \_\_\_\_\_ (**name of the Chemist**), having its Registered Office at \_\_\_\_\_ (Complete address of the Chemist), acting through its Proprietor/s/Partners or Director (herein after called the "Contractor" which expression shall unless repugnant to the context or meaning thereof, to include its heirs, executors, successors, administrators, representatives and assigns) of the other part.

Whereas the Government of India invited tenders on \_\_\_\_\_ (...../...../2020) for appointment of Authorized Local Chemists for select Ayurveda Units in Bengaluru for supply of Medicines for CGHS beneficiaries.

And, whereas the Contractor submitted its offer through tender for the said supply;

And, whereas the Government, has agreed to award the aforesaid contract to the contractor on the terms and conditions appearing hereafter.

And, whereas the Contractor has submitted his acceptance to make the supplies as per the General & the Specific Terms of Supply in the Tender Document (Copies of the **General & Specific Conditions of Supply**, Offer Letter and Letter of Acceptance are attached).

Any change in the address or phone numbers of the Contractor or the Government office shall be communicated in writing to the other party.

In witness where of the parties here to have signed this agreement on the day and the year first above written.

In the presence of following witnesses

For and on Behalf of the President of India

1. -----

(Dr \_\_\_\_\_)

Additional Director CGHS, Bengaluru.

For and on Behalf of

M/S (Name of Chemist) -----

(Name) -----

Authorized representative of M/s.....

.....

.....

In the presence of following witnesses

1. -----

-----

2. -----

-----

**EMPANELMENT OF AYURVEDA CHEMISTS FOR CGHS, Bengaluru**

**PERFORMANCE SECURITY FORM (PSF)**

**(For an amount of Rs. 50,000/-)**

**(to be submitted by the successful bidder on appointment as ALC)**

To,

The Additional Director, CGHS,  
Third Floor, E-Wing, KendriyaSadana,  
Koramangala, Bengaluru, PIN-5600324

WHEREAS \_\_\_\_\_ (Name of successful bidder)

Hereinafter called "Successful Bidder" has undertaken, purchase Contract No. \_\_\_\_\_

\_\_\_\_\_ dated, \_\_\_\_\_ 2017 to \_\_\_\_\_

(Description of Services) hereinafter called "the Contract" in pursuance of Tender Document dated \_\_\_\_\_ issued by \_\_\_\_\_.

AND WHEREAS it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee by a scheduled bank for entering into a contract.

AND WHEREAS it has been stipulated by you in the said contract that the successful bidder shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for the compliance with the successful bidder's performance obligations in accordance with the contract.

AND WHEREAS we have agreed to give guarantee for the successful bidder.THEREFORE, WE hereby affirm that

1. We are guarantors and responsible to you up to a total sum of RS. 50, 000/- (Rupees fifty thousand only) and we undertake to pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.
2. A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us notwithstanding any differences between you and successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.
3. In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee.
4. You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and conditions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.

5. We undertake not to revoke this guarantee during its currency.
  
6. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.
  
7. This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of 30 months or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this .....day of.....2020 at .....

SIGNED, SEALED AND DELIVERED  
For and on behalf of (Name of the bank)

By:

(Signature)

(Name)

(Designation)

(Address)

**Annexure- J**



**MANDATE FORM FOR COMPANIES**

**(to be submitted by the successful bidder on appointment as ALC)**

**Electronic Clearing Service (Credit Clearing/Real Time Gross Settlements(RTGS)  
Facility for Receiving Payment.**

Details of Account Holder

1.	Name of the Company	
2.	Bank Account No.	
3.	RTGS/NEFT Branch Code.	
4.	Name of Bank	
5.	Branch Name	
6.	Account type	
7.	MICR No.	
8.	BSR Code	
9.	Mail Id of Company	
10.	Pan No. of Company	
11.	TAN No. of Company	
12.	Mail Id of the Bank	
13.	Tel. No. of the Bank	

14.	Address of Bank	
-----	-----------------	--

Date of Effect-

I hereby declare that the particulars given are correct and complete. If the transaction is delayed, or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have the read option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Signature of Customer

Certified that the particulars furnished above are correct as per records.

(Bank Stamp)

Dated:-.....

Signature of the Authorized officer from the Bank

**Please attach a photocopy of cheque along with the verification obtained from the Bank.**