



GOVERNMENT OF INDIA

MINISTRY OF HEALTH & FAMILY WELFARE

DIRECTORATE GENERAL OF CENTRAL GOVERNMENT HEALTH SCHEME

E-TENDER NOTICE

Open Tender Notice. F. NO. 25-15/2018/CGHS/BNG/ALC Dated: 31-08-2021

EMPANELMENT OF CHEMISTS FOR CGHS MYSORE FOR THE PERIOD 2022-24

Applications are invited from reputed Local Chemists in CGHS Mysore for 1 (one) Wellness Centre for empanelment for supply of medicines to the Central Government Health Scheme, Ministry of Health & Family Welfare, Government of India. Bidders are advised to refer to the tender published against each Wellness Centre that is provided at Annexure-'B'. Bidders are advised to participate online at '<https://eprocure.gov.in/eprocure/app>' corresponding to the tenders of respective Wellness Centre. The e-tender for each of the 10 Wellness Centres will be a separate tender. The bidder will have to upload required documents & Bids for each of the Wellness Centres separately for which he/she wishes to apply.

The tender notice can be downloaded from the Website www.eprocure.gov.in/eprocure/app of the Ministry of Health and Family Welfare.

Eligibility Criteria:-

1. The chemist must hold valid licenses as on the date of submission of Bid in specified Forms 20, 21 and 21-C (for continuance of retail licenses, if required) issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940. The successful Bidder will further ensure that their licenses remain valid on the date of bid opening and till the end of the contract period.
2. The chemist must not have been convicted by the State drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.
3. The Annual Turnover of the bidder in the previous two financial years should not be less than Rs. Sixty lakhs, out of which the sale proceeds of medicines from sources other than CGHS in last two financial years should not be less than Rs. 30 Lakh per year. The bidder has to submit an Audited Balance Sheet with Profit and Loss statement of the two financial years in support thereof, along with a Certificate from the Chartered Accountant regarding turnover from non-CGHS being more than 30 Lakh in each of the two years.
4. The chemist shop / commercial establishment should be situated within the Municipal limits of Mysore city.
5. GST clearance certificate should be available with the bidder.
6. A copy of PAN allotted to the firm.

Enquiries will be entertained in the pre-bid conference only. The Additional Director CGHS, Bangalore reserves the right to reject all / any application received from the Chemists without assigning any reason.

**Addl. Director,
CGHS, Bangalore**



**GOVERNMENT OF INDIA
MINISTRY OF HEALTH & FAMILY WELFARE
DIRECTORATE GENERAL OF CENTRAL GOVERNMENT HEALTH SCHEME**

Open Tender Notice. F. NO. 25-15/2018/CGHS/BNG/ALC Dated 27TH Aug 2021

E-TENDER DOCUMENT

FOR

EMPANELMENT OF CHEMISTS FOR CGHS, Mysore FOR THE PERIOD 2022-24

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 entitled to medical consultation and supply of medicines and drugs from the CGHS Wellness Centres. CGHS aspires to ensure timely supply of medicines / drugs to its beneficiaries. With this objective, the Additional Director CGHS, Bangalore, for & on behalf of the President of India, invites tenders from the eligible local chemists for supply of medicines / drugs to the CGHS Wellness Centre in Mysore through e-tender.

<i>Scope of Work</i>	EMPANELMENT OF AUTHORISED LOCAL CHEMISTS (ALCS) FOR CGHS BANGALORE
<i>Supply of medicines</i>	<i>Instead of EMD , Bid security Declaration to be Submitted</i>

Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website

<http://eprocure.gov.in/eprocure/app>



CRITICAL DATE SHEET

Tender No.	F. NO. 25-15/2018/CGHS/BNG/ALC Dated: 27-08- 2021
Name of Organization	CENTRAL GOVT HEALTH SCHEME, BANGALORE
Date of Issue/Publishing	01/09/2021 (11.00 Hrs)
Document Download Start Date	01/09/2021 (11.00 Hrs)
Document Download End Date	22/09/2021 (18.00 Hrs)
Clarification Start Date	01/09/2021 (11.00 Hrs)
Clarification End Date	22/09/2021 (16.00 Hrs)
Date for Pre-Bid Conference	06/09/2021 (14.30 Hrs)
Venue of Pre-Bid Conference	Office of Additional Director CGHS, Kendriya Sadan, 3 rd floor, 'E' wing, Koramangala Bangalore 560034
Last Date and Time for Uploading of Bids	22/09/2021 (16.00 Hrs)
Date and Time of Opening of Technical Bids	24/09/2021 (11.30 Hrs)
Address for Communication	Office of Additional Director CGHS, Bangalore 080- 25538300 Website: http://eprocure.gov.in/eprocure/app



Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>

REGISTRATION:

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enrol”. Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.



PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) **On account of slowdown in Economy due to pandemic, in lieu of Bid Security, bidders to sign “Bid Security Declaration” accepting that if they withdraw or modify their bids during period of validity etc. they will be suspended for the time specified in the tender documents. The Physical Bid Security Declaration is to be submitted by a bidder in a single sealed envelope addressed to Additional Director CGHS, Bengaluru superscribed “BSD for ALC empanelment for CGHS Wellness centre Tender ID NO. 2021_DGHS_645706 along with Annexure C (Declaration of bidder) in original.**
- 4) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.



- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the opening of tender by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS:

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.



SECTION – I

1. SCOPE OF WORK

The empanelled chemist to be known as Authorized Local Chemist (ALC) will supply the medicines / drugs at the agreed uniform rate of discount on MRP (inclusive of all taxes) in the stipulated time against the indents issued by the CGHS Wellness Centre(s) to which the chemist is attached.

2. ELIGIBILITY

- 2.1 The chemist shop should be in existence continuously for at least last two financial years (copy of licenses held for last two years have to be scanned and uploaded on the e-tender module).
- 2.2 The chemist shop / establishment should be situated within the CGHS covered area of the city or the Municipal limits of the city, whichever is applicable.
 - 2.2.1 A tenderer / chemist can submit tender for any number of wellness centres. The Bidders will have to submit an Bid security Declaration in lieu of EMD for each of the WCs where applying.
 - 2.2.2 There will be no cap on the number of Wellness Centres that could be allotted to L1 Bidders. The Bidders will be offered allotment in all the WCs where selected L1. However, if a L1 selected Bidder refuses to accept offer in some of the WCs, L1 shall be suspended for three years in all such WCs & offer shall be made to the L2 Bidder in the WC to meet the discount of L1. In case of non-acceptance by L2 bidder, the process will be repeated at L1 discount till last eligible bidder is exhausted. The bidder(s) will be ranked in order of highest to lowest discount (in descending order) and termed as L1, L2, L3.... and so on.

If no Chemist is available for a WC even after the above process or a no response, such WCs may be offered to the L1 Bidder in the city at his L1 discount. If the Offer is declined by such Chemist, the offer can be extended to the L2 Bidder in the City at the discount offered by L1. The offer may be repeated till all such un-allotted WCs are allotted.

If the process fails, retendering will be done.

- 2.2.3 In case more than one bidder offers L1 discount for a WC, a Tie breaker will be used. The 1st Tie breaker will be the Turnover of the Chemist in last financial year & if even this is matching which is highly unlikely, the 2nd Tie breaker will be the distance of the Chemist from the WC.



2.3 The Annual Turnover of the bidder in the previous two financial years should not be less than Rs. Sixty lakhs, out of which the sale proceeds of medicines from sources other than CGHS in last two financial years should not be less than Rs. 30 Lakh per year. The bidder has to submit an Audited Balance Sheet with Profit and Loss statement of the two financial years in support thereof, along with a Certificate from the Chartered Accountant regarding turnover from outside CGHS being more than 30 Lakh in each of the two years.

2.3.1 Chemists/Commercial Establishments having multiple outlets & whose turnover is clubbed for accounting purpose will be allowed to participate in the tender. Their turnover will be taken as combined for all the outlets & not shop/retail outlet wise. Big Chemist groups/establishments will be allowed to bid for as many Wellness Centres as they wish subject to the conditions proposed in the tender document regarding Drug Licenses etc.

2.4 The chemist must hold a valid license issued by Drug Controller Authority of the State for running the chemist shop namely Form 20 & 21, and 21- C (for continuance of retail i.e. Form 20 and 21 if required), under the Provisions of Drugs and Cosmetics Act 1940 and subsequent amendments as on the date of submission of Bid and also on the date of Bid opening. The successful Bidder will further ensure that their Licenses remain valid till the end of the contract period. (All the relevant documents have to be scanned and uploaded onto the e-tendering website while submitting the tender).

In case the Bidder has applied for renewal of his Drug License within last 1 month of expiry of any of his Licenses, copy of receipt of Renewal application with State Drug Licensing authority needs to be uploaded.

2.5 The chemist must not have been convicted by the State drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules against him and he should submit 'Non Conviction Certificate' from the **State Drug Controller or any other officer in the city delegated the powers by it to sign the Drug licenses & Non Conviction Certificate. No other document including an affidavit / undertaking will be considered for this purpose.**

2.6 A copy of the latest GST deposit challan of the bidder should be available. A copy of the same to be scanned and uploaded with e-tender document.

2.7 **All documents should be submitted online only.**

3. **COST OF BIDDING**

Prospective bidder Chemist shall bear all the costs associated with the preparation and submission of the e-bid. CGHS in no case will be responsible or liable for these costs regardless of conduct or outcome of the Tender process.



4. **PRE BID MEETING**

- 4.1 A pre-bid meeting open to all prospective bidders will be held as per **Bidding Schedule** in the office of the Additional Director, CGHS, Bangalore, wherein the prospective bidders will have an opportunity to obtain further information and clarifications regarding work and the tender terms & conditions.
- 4.2 The prospective bidders are free to ask for any additional information and seek clarifications concerning the work either in writing or orally. The clarifications given will be common and applicable to all. No individual correspondence shall be entertained by CGHS thereafter with the prospective bidders/ their representatives.

Availability of Tender

The tender document is available at CPPP e-procurement site i.e.

<http://eprocure.gov.in/eprocure/app>

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

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

- 5.1 The bidder must submit his e-bid in two parts as mentioned below:

Part 1: - Called "Technical Bid" containing: -

- (A) **Bid Security Declaration**
(B) **Documents establishing Bidders eligibility (Technical Bid):**

The following documents should first be self attested by the authorized signatory of the bidder and then should be scanned and uploaded while submitting the E- tender as mentioned below.

- a) Duly attested Scanned copies of each of the valid licenses for the last two years and each of valid license held by the bidder as on the date of submission of Bid in specified forms (Form 20, 21 and 21-C where applicable) issued by the Drug Control Authority of the State under the



provisions of Drugs and Cosmetics Act, 1940. The successful Bidders will ensure that their licenses remain valid on the date of bid opening and till the end of the contract period.

- b) Scanned copy of Declaration of bidder as per Annexure – C duly signed and should be uploaded.
- c) Scanned Copies of the relevant deeds e.g. Proprietorship/ Partnership Deed or as per clause 5.02 (b) i, ii, iii, of the tender document.
- d) Scanned copy of GST clearance certificate and photocopy of latest GST Deposit challan.
- e) Scanned copy of Non conviction certificate from State Drugs Controller **or any other officer in the city delegated the powers by it to sign the Drug licenses & Non Conviction Certificate.**
- f) Scanned copies of the audited balance sheets for the last two financial years to establish the turnover of the bidder.
- g) Scanned copy of Proof of purchase of bar code scanning and labelling facility including bar code reader and label maker by the bidder.
- h) Scanned copy of PAN Card of Proprietor or the firm as the case may be.
- i) Scanned copy of an undertaking to the effect that “The Bidder has gone through all the Terms & Conditions of the Tender document & the same are acceptable to the Tenderer”. Scanned copy of the undertaking to be signed by the authorized signatory.
- j) Scanned Copy of affidavit stating that the contract of the bidder, if empanelled earlier, was not terminated by CGHS in the preceding three years.

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

- (A) Main Price Bid to be uploaded in (.xls Form)

NB: Bids quoting less than 15% discount on MRP (inclusive of all taxes) shall not be considered.



5.2

- a. The Bid is liable to be rejected, if the requisite information / documents have not been furnished as asked for in **Clause – 5.01 (B)**.
- b. Individual signing the Bid and other documents must specify whether s/he signs as:
 - i. A sole proprietor of the firm, or constituted attorney of such proprietor.
 - ii. 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.
 - iii. Constituted Attorney/Authorized Signatory, if it is a company.

Note:

1. In case of (ii) above a copy of the Partnership Deed, General Power of Attorney, duly attested by a notary public and an affidavit to the effect that all the partners admit execution of the partnership and the General Power of Attorney be uploaded.
2. 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.

5.3 **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.

5.4 **PERIOD OF CONTRACT**

The contract shall initially be for a period of three year from the date of the signing of contract. 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, Bangalore.

5.5 **RIGHT TO ACCEPT / REJECT ANY BID**

The Additional Director, CGHS, Bangalore reserves the right to accept or reject any bid, and to annual 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' action.



The Additional Director Central Government Health Scheme, Bangalore 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.

5.6 **PERFORMANCE SECURITY GUARANTEE**

The successful bidder will have to furnish a Performance Security for an amount equivalent to 5% of the expected business (in respect of each Wellness Centre to be allotted to him –(as per Annexure- D) 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 – A or a Demand Draft issued by a Scheduled Bank, favouring “Additional Director, CGHS, Bangalore”. No claim shall be made against Government of India / Additional Director CGHS, Bangalore 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.

5.7 **CORRUPT OR FRAUDULENT PRACTICES**

- (i) 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.
- (ii) 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;
- (iii) 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;
- (iv) 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.



5.8 **FORFEITURE**

The Earnest Money may be forfeited if a Bidder withdraws its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails:

- i. To sign the contract in accordance with the terms and conditions, and
- ii. To furnish Performance Security as specified in the terms and conditions.

6. **SUBMISSION OF BIDS**

The Bidders will submit all the Bid documents only through e-tender portal of NIC.

- 6.1 Online bids (complete in all respect) must be uploaded on <http://eprocure.gov.in/eprocure/app>
- 6.2 In case, the 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.
- 6.3 Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected
- 6.4 Ambiguous bids will be out rightly rejected.
- 6.5 The offers submitted by telegram/ fax/ E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter

7. **PRICING**

The bidder should quote uniform discount 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. **INSPECTION OF BIDDERS PREMISES**

If the Technical Bid on the basis of the documents mentioned in this section appears to be in fulfilment of eligibility, the premises of bidders will be inspected by a team of officers led by an officer not below the rank of CMO (NFSG)

(a) Physical verification of location of the shop within the limits of CGHS covered area of the city for which the bid has been submitted.

(b) Verification of original documents of those uploaded earlier during the bid.



- (c) Availability of proper cold-chain maintenance facilities and power back up systems.
- (d) Presence of retail outlet.
- (e) Assess availability of adequate stock of medicines and financial viability etc before opening the Commercial Bid.
- (f) Bar code scanning and labelling facility including bar code reader and label maker and software

In case, the team is not satisfied with the veracity of the claims of the bidder, he will be declared ineligible for participation in the further processes and his Commercial Bid will not be opened.

9. OPENING OF BIDS

Bids shall be opened online through the e-tender portal
<http://www.eprocure.gov.in/eprocure/app>

- 9.1 Online bids (complete in all respect) received along with Bid security Declaration (Physically) will be opened. Bid received without Bid security Declaration will be **rejected straight way.**
- 9.2 Technical bid of only those bidders, who are found eligible as per eligibility criteria, will **be evaluated afterwards.**
- 9.3 Financial bids of only those bidders, whose bids are found technically qualified by the **Technical Evaluation Committee, will be opened subsequently for further evaluation.**

10. MISCELLANEOUS

- 10.1 The Additional Director, CGHS, Bangalore 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.
- 10.2 Appointed chemist shall attend the meetings fixed by the Local Advisory Committee in the Wellness Centre as and when called for.
- 10.3 Those chemists, whose contracts had been terminated by CGHS during the last three years on charges of substitution of medicines, over charging, misbehaviour with CGHS beneficiaries / officers, non-adherence to the terms and conditions of contract, etc., shall not be considered for empanelment as authorized local chemist under CGHS. An affidavit that the contract of the bidder (in case the bidder was earlier empanelled) was not terminated by CGHS in the preceding three years shall be submitted.



- 10.4 The successful Bidder's Earnest Money will be discharged upon the Bidder executing the Contract and furnishing the Performance Security. Unsuccessful Bidder's Earnest Money will be discharged / returned within 30 days after the expiration of the period of tender offer validity prescribed by the CGHS.

11. **EXIT CLAUSE**

The contract of the authorized local chemist may be terminated by any of the party to the contract after serving a notice of 90 days. The Notice period shall start after receipt of the Notice by the other party

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SECTION - II

Conditions of Contract

1. COLLECTION OF INDENT FOR SUPPLY

The Authorized Local Chemist or his representative shall receive local purchase indent online through internet from the allotted Wellness Centre(s) during the time allotted before the specified closing hours from the allotted Wellness Centre(s).

2. DELIVERY OF SUPPLIES

The delivery of supplies in full will be made on the next working day by **08.30 a.m.** or at the opening hours of unit/Wellness Centres, whichever is later, at the premises of the Wellness Centre(s) indenting the supplies or in case of emergency at the residence of the patients as directed by CMO I/c of the Wellness Centre/unit.

3. NON SUBSTITUTION

In case of indent for specific brand of medicines, the brand shall not be substituted.

4.

4.1 PACKED SUPPLIES

Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular medicine /drug on any particular day.

4.2 INDIVIDUAL PACKETS

The local chemist shall supply bar-coded medicines indented for one patient in one packet and write the name and the quantity of medicines on the packet of the patient. The chemist shall put up sticker of bar-code containing the following information:

- a. Name of the drug.
- b. Beneficiary ID number
On each strip/ bottle/ tube.

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.

6.1 ONLINE CONNECTIVITY WITH WELLNESS CENTRES:

The local Chemist shall ensure reliable internet connectivity to ensure connectivity to CGHS Network to receive online indent from the Wellness Centre(s). Copies of the indent shall be printed by the local chemist on plain computer stationary as per the specifications prescribed by CGHS. The chemist must also have facilities for Bar code printing as well as bar code scanning.

6.2 PRESENTATION OF BILLS:

(i) The Authorized Local Chemist shall present the bill to respective unit for the supplies made during each fortnight (1 to 15 & 16 to 30/31) within ten days of closing of each respective fortnight. 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, name of beneficiary, beneficiary ID No. with date, rate, discount as per contract etc. and any other information required by the CGHS.

(ii) The bill shall be supported by the original indent along with the certificate from the Chief Medical Officer In charge of the Wellness Centre under his/her signature, with date, seal of the office for receipt of the items indented.

Incomplete bills not accompanied by any of the particulars mentioned in (i) 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:

- i) Fails to adhere to the terms of the Contract or
- ii) Supplies any sub-standard, spurious drugs or substitutes medicines.
- iii) Delays supplies.
- iv) Over charges
- v) If the chemist is found engaged in corrupt and fraudulent practices including subcontracting.
- vi) The Chemist should not stop the supplies of the medicines/drugs without giving 90 days prior notice.



9. DEDUCTIONS FOR DELAY/ DEFAULT

- 9.1 In case of indent for specific brand of medicines, the same shall not be substituted. If any such case is noticed during subsequent scrutiny after or before the payment, then supplier will be penalized Rs.1000/- along with the cost of the specific brand of medicines for each such default.
- 9.2 The indented drugs shall be supplied in full on the next working day by 8.30 a.m. or at the opening hours of CGHS unit/Wellness Centre, whichever is later, at the premises of the Wellness Centres. In case of emergency, the indented drugs shall be delivered at the residence of the patients as directed by CMO I/C of the Wellness Centre/unit. In the event of non-supply of indented medicines in time as aforesaid, a penalty will be levied @ Rs 100/- for each item not supplied (deduction will be only once even if an item is indented for several beneficiaries in a day). However, no penalty will be levied for 'Not Available' items. Whether an item is not available (N.A.) in the City, the N.A. will have to be ascertained by the CMO I/c.

10. 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.

11. RESERVATION OF RIGHT FOR APPOINTMENT OF MORE CHEMISTS FOR EACH CGHS UNIT

The Additional Director CGHS, Bangalore reserves the right to appoint any number of Authorized Local Chemists for each unit. The Additional Director CGHS, Bangalore also reserves the right to allocate, reallocate the Wellness Centres, existing and new ones, under the CGHS that may be set up during the currency of the contract. Additional Director CGHS, Bangalore also reserves the right to decide which chemist shall normally serve which CGHS unit. Without prejudice to the right, emergency purchases can be preferred from any of the empanelled chemist irrespective of such allotment of unit to each Authorized Local Chemist for purchase of normal supplies.



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12. SUPPLY OF MEDICINES:

- 12.1 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.
- 12.2 In case of failure or refusal on chemist's part to supply the medicines to the purchaser/beneficiaries 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 clauses 12 & 13.
- 12.3 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 CGHS Units/Wellness Centre(s).
- 12.4 (a) 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. In case the supplier fails to supply indented drugs/medicines, then CGHS / beneficiary will be entitled to procure the same from other chemist and the supplier will be liable to reimburse in full the price paid by the CGHS / beneficiary. However the chemist will be allowed to claim what would be payable to him for the medicines as per the agreed terms and conditions.
- (b) 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.1000 in addition to the cost of the specific brand of medicine indented for each such default.
- 12.5 The designated chemist shall deliver the indented medicines in separate packets for each and every individual beneficiary.



13. **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.

14. **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.

15. **PAYMENT**

The Authorized Local Chemist shall submit claims for payment of bills twice a month. Payments of the bills presented will normally be arranged in 4 to 6 weeks 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 damages 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.



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16. ARBITRATION

“ (i) 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 Arbitrations and Conciliation Act, 1996 (No. 26 of 1966) 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.

(ii) 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”.

17. NOTICES:

17.1 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, 3rd Floor, ‘E’ wing, kendriya sadan, Koramangala, Bangalore

Bidder* _____

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

Addl. Director CGHS Bangalore



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: -

Dear Sir,

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

as per your advertisement, given in the above-mentioned website(s).

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/ organisation 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)



ANNEXURE - A

EMPANELMENT OF CHEMIST FOR Bangalore

PERFORMANCE SECURITY FORM (PSF) (For an amount of 3% of the expected business in respect of CGHS Wellness Centre(s) allotted to him for supply of drugs / medicines)

To,

The President of India

Through Additional Director,
BANGALORE

WHEREAS _____ (Name of successful bidder) hereinafter called "Successful Bidder" has undertaken, purchase Contract No.

_____ dated, _____ 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 nationalized 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 nationalized 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 we are guarantors and responsible to you up to a total sum of Rs. ----
----/Rupees only) and we undertake to immediately 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.

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.



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.

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.

We undertake not to revoke this guarantee during its currency.

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.

This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of six months beyond the validity of the contract or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this day of 2021 at

SIGNED, SEALED AND DELIVERED

For and on behalf of (Name of the bank)

By:

(Signature)

(Name :)

(Designation:)

(Address :)



ANNEXURE-B

SNO	NAME OF THE WC	WC code	Tender ID	BID SUBMISSION END DATE AND TIME
1	Sidharth nagar Mysore	MY01	2021_DGHS_645706	22/09/2021 (16.00 HRS)



ANNEXURE – C

EMPANELMENT OF CHEMIST FOR BANGALORE

**Declaration of Bidder
(on 100 Rs non judicial Stamp paper)**

From:

(Complete address of the bidder

With Phone/ Fax, Mobile No & E-mail Address.)

To:

Additional Director, CGHS
BANGALORE

Dear Sir,

1. I / We hereby offer to supply medicines/drugs to CGHS Wellness Centre(s) in BANGALORE as indicated in the Bid notice or to such Wellness Centres/hospitals/ units, you may specify in the acceptance of Bid at the rate given in **Price Bid** attached and agree to hold this offer open till end of contract. 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/drugs required and my / our offer is to supply the medicines/drugs strictly in accordance with the requirements of CGHS.
4. I / we agree to arrange supplies of standard quality medicines / drugs 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 shop is situated within CGHS COVERED AREA/MUNICIPAL LIMITS OF THE CITY.
7. 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.

SIGNATURE OF WITNESS

NAME

ADDRESS:

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

SIGNATURE OF BIDDER

NAME

ADDRESS:

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



Annexure-D

PERFORMANCE SECURITY AMOUNT FOR EACH WC EQUIVALENT TO 3 % OF THE AVERAGE OF THREE YEARS ANNUAL TURNOVER, ROUNDED UP TO NEXT HIGHER THOUSAND.

	Wellness centre name in Bangalore	Av/annum	3% average	next thousand
1	Mysore	14600000	438000	438000



Annexure E

BID SECURITY DECLARATION

(To be given on Company letter head and uploaded along with Technical bid apart from depositing the physical copy at Office of AD CGHS Bengaluru)

We hereby give an undertaking that we will not withdraw or modify the bids during the period of validity of bids. We are also aware that we shall be suspended for the time specified in the tender document if we withdraw or modify bids during period of validity of bids

Seal and Signature