



Government of India  
Ministry of Health and Family Welfare  
Directorate General of Central Government Health Scheme

**E-TENDER NOTICE FOR EMPANELMENT OF AUTHORIZED LOCAL CHEMISTS FOR CGHS Gorakhpur**

**(FY 2021-2024)**

**Open Tender Notice No. F. NO. 3-443/ CGHS/LKO/2019/Gorakhpur**

On-line bids are invited from reputed Local Chemists with shops located in **Gorakhpur** for supply of Allopathic medicines to Wellness Centre located at **Gorakhpur** under Central Government Health Scheme, Ministry of Health & Family Welfare, Government of India. The names of the Wellness Centres and their location along with the details of EMD and estimated cost of the tender are mentioned in the e-tender document. Bidders are advised to refer to the e-tender published online at CPP portal. The chemist shop should be located in **Gorakhpur**.

The tender document can be downloaded free of cost from the CPP portal <https://eprocure.gov.in/eprocure/app> or CGHS website [www.cghs.gov.in](http://www.cghs.gov.in) on Internet Explorer, using Tender ID **2020\_DGHS\_600751**

The Additional Director CGHS, (Lucknow) reserves the right to reject all /any application received from the Chemists without assigning any reason.

**Addl. Director  
CGHS LUCKNOW**

(Tender Inviting Authority)



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

*Open Tender Notice. F. NO. 3-443/ CGHS/LKO/2019/Gorakhpur*

E-TENDER DOCUMENT FOR EMPANELMENT OF AUTHORIZED LOCAL CHEMISTS, CGHS Gorakhpur  
FOR THE PERIOD 2021-2024

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, Lucknow for & on behalf of the President of India, invites tenders from the eligible local chemists with shops located in Gorakhpur, for supply of on-line indented Allopathic medicines / drugs to the CGHS Wellness Centers in Gorakhpur through e-tender.

CRITICAL DATE SHEET

Tender No.	<b>F. NO. 3-443/ CGHS/LKO/2019/Gorakhpur</b>
Tender ID on CPP portal	<b>2020_DGHS_600751</b>
Name of Organization	CENTRAL GOVT HEALTH SCHEME, LUCKNOW
Date of Issue/Publishing	4 <sup>th</sup> December 2020
Document Download Start Date (next date after date of publishing)	5 <sup>th</sup> December 2020
Document Download End Date	5.00 p.m. 4 <sup>th</sup> January 2021
Clarification Start Date	5 <sup>th</sup> December 2020
Clarification End Date	4 <sup>th</sup> January 2021
<b>Date for Pre-Bid Conference</b>	<b>2.00 p.m. on 15<sup>th</sup> December 2020</b>
Venue of Pre-Bid Conference	<b>O/o Additional Director, CGHS, B-114/115, Vibhuti Khand, Gomti Nagar, Lucknow 226010</b>
<b>Last Date and Time for Uploading of Bids</b>	<b>5.00 p.m. 4<sup>th</sup> January 2021</b>
Date and Time of Opening of Technical Bids	<b>11.00 a.m 6<sup>th</sup> January 2021</b>
Address for Communication	B-114/115, Vibhuti khand, Gomti Nagar, Lucknow. 226010 Website: mohfw.nic.in; Email: cghslko@nic.in

### 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: <https://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 enroll 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 Enroll". 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 / n Code / e Mudhra 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 / e Token.

### 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 on-line packets 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 well in time i.e. 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 as indicated in the tender document in the designated packets on the CPP portal.
- 3) Bidder has to select the payment option as “online” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The copy of payment receipts on Non - Tax Receipt Portal should be posted /couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the Payment receipts/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) 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 blue coloured (unprotected) cells with their respective financial quotes and other details (such as name and address 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 tender opening 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 24 x 7 Help Desk Number is 0120-4200462, 0120-4001002.

SECTION – I

1. SCOPE OF WORK

The empanelled chemist to be known as Authorized Local Chemist (ALC) will supply the Allopathic 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 (WC) to which the chemist is attached.

2. ELIGIBILITY

CRITERIA ESTABLISHING ELIGIBILITY OF BIDDERS AND DOCUMENTS TO BE UPLOADED ON THE CPP PORTAL IN PROOF THEREOF:-

Sl. NO	ELIGIBILITY OF BIDDERS	DOCUMENTS TO BE SCANNED AND UPLOADED AS PDF DOCUMENTS AGAINST TENDER ID <b>2020_DGHS_600751</b> ON CPP PORTAL TO ESTABLISH ELIGIBILITY: (Please note: 1. All documents are to be self attested by authorized signatory before being scanned and uploaded as clear and legible pdf documents (Technical Bid). 2. It is mandatory to upload all documents mentioned below. Failure to do so will make the bid liable for rejection. In case a document mentioned in the list below, does not pertain to a bidder, then an explanatory letter from the bidder stating the reason for not uploading the document along with supporting relevant Govt. orders (if applicable), is to be uploaded with the rest of the bid documents. Additional Director CGHS Lucknow will have the sole discretion to accept or reject the explanation by the bidder. 3. The bid documents should be uploaded in the correct packets as seen on CPP portal on opening the 'Technical cover'. 4. 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.
1.	EMD to be deposited by bidder ON LINE through Non - Tax Receipts Portal ( <a href="http://www.bharatkosh.gov.in">www.bharatkosh.gov.in</a> ) and payment receipts should have been deposited	The bidder can opt for any number of Wellness Centres in CGHS Gorakhpur, mentioned in Annexure D. The EMD for each of the Wellness Centres opted for by the bidder will be deposited separately online through NTR Portal (URL: <a href="http://www.bharatkosh.gov.in">www.bharatkosh.gov.in</a> ). The value of EMD to be submitted is mentioned against each WC in Annexure D of the tender document. Steps to be followed for depositing EMD are as under)-

	<p>in a sealed envelope at O/O Additional Director CGHS Lucknow, along with duly filled Annexure C, before last date and time of bid submission. On-line bids will be rejected if value of EMD for a WC is less than the amount mentioned against the WC in Annexure D or EMD is not deposited in time.</p>	<p>A)- The Earnest Money Deposit (EMD) of requisite amount will be deposited <b>ONLY ON LINE</b> through Non - tax Receipts (NTR) Portal of Government of India (URL: <a href="http://www.bharatkosh.gov.in">www.bharatkosh.gov.in</a>). The bidders will login as "Non - registered User: on the portal. The bidders are advised to go through the FAQs given on NTR Portal so that they do not face any difficulty during the transaction.</p> <p>B)- The bidders will choose "Ministry" as "Ministry of Health and Family Welfare". The "Purpose" and "payment Type" to be chosen are "Civil Deposits LHMC)" and "Earnest Money Deposit". The PAO Code No. is 021721 for LHMC New Delhi. The DDO Code for CGHS Lucknow is " 121724 " Rana Pratap Marg, Lucknow). Kindly choose the correct options as detailed above so that proper receipt is generated. Incorrect receipts will be rejected and the technical bids will not be evaluated.</p> <p>C)- Under "Remarks" on NTR Portal, please mention the name of the Wellness Centre CGHS &amp; City. Separate EMD of requisite amount as per Annexure D of the tender document will be deposited on - line for each Wellness Centre bid for by the bidder.</p> <p>D) - <b>The Receipt(s) generated on-line on NTR Portal will be scanned and uploaded as PDF on the CPP Portal</b> along with following documents.</p> <ol style="list-style-type: none"> <li>1. copy of cancelled cheque.</li> <li>2. Annexure C (Declaration of bidder) in original.</li> <li>3. Duly filled mandate form for ECS as per Annexure E (for return of EMD of unsuccessful bidders).</li> <li>4. Vendor details form as per Annexure F</li> </ol> <p>A copy of all the above documents should also be uploaded on the CPP portal.</p> <p>Bidders are required to calculate the total amount of EMD deposited by them and mention <b>the figure against "EMD Amount in Rs" on CPP portal.</b></p>
2	<p>Individual signing the Bid and other documents must specify whether s/he signs as:</p> <ol style="list-style-type: none"> <li>i. A sole proprietor of the firm, or constituted attorney of such proprietor.</li> <li>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.</li> <li>iii. Constituted Attorney/Authorized Signatory if it is a company.</li> </ol>	<ol style="list-style-type: none"> <li>1. In case of proprietor an affidavit to the effect that he is the proprietor/ power of attorney by the proprietor in favour of the person signing the bid if such a power has been conferred upon the person.</li> <li>2. In case of (ii) 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.</li> <li>3. 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.</li> <li>4. In case of Company, Memorandum of Association and Board Resolution specifying the Constituted Attorney/Authorized Signatory, may be attached.</li> </ol>
3	The chemist shop should be	Copy of:

	registered in Gorakhpur under Shops and Establishment Act/ Indian Partnership Act 1932 / Companies Act 1956 and should be in existence continuously for at least last two financial years.	(a) Registration Certificate issued by Gorakhpur under Shops and Establishment Act/ Indian Partnership Act 1932 / Companies Act 1956 with name and complete postal address of the shop located in <u>Gorakhpur</u> (b) the relevant ownership deeds along with full details of ownership and control of each member thereof. e.g. Proprietorship/ Partnership Deed/Memorandum or Articles of Association for company
4	The bidder must understand and agree to the terms and conditions of bid	Scanned copy of Tender Acceptance letter as per Annexure G duly signed by the authorized signatory should be uploaded. The name of bidder, complete postal address, telephone and mobile number, fax and e-mail should be mentioned in the tender acceptance letter.
5	The bidder can bid for any number of WCs in the city as mentioned in Annexure D.	The names of the WCs opted by the bidder should be typed in Annexure C and submitted as duly signed hard copy along with EMD (details at Point 1 of eligibility criteria). This will also be uploaded in the specified packet on CPP portal.
6	A bidder / chemist can submit tender for any number of Wellness Centers (WC) in the city.	The Bidders will have to submit a separate EMD for each of the WCs where applying, amounting to 2% of the annual expenditure of the Wellness Centres bid for by him-please see table at Annexure D for amount of EMD for each Wellness Centre.
<u>7</u>	Annual turnover of the bidder should be more than Rs. 60,00,000 (Rupees Sixty Lakhs) in the financial year 2018-19. 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	(a) The bidder has to submit an Audited Balance Sheet with Profit and Loss statement in Form 3CA/3CB and 3CD of the financial year 2018-19 in support thereof. (b) Turnover certificate from chartered accountant in addition to audited balance sheet should be uploaded by bidder to authenticate the bidder's turnover.
<u>8</u>	The chemist must hold a valid license issued by Drug Controller Authority of the State for running the chemist shop. The successful Bidder will further ensure that their Licenses remain valid till the end of the contract period.	(a) Drug License issued by Drug Controller Gorakhpur in 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, valid as on the date of submission of Bid and also on the date of Bid opening. (b) In case the Bidder has applied for renewal of his Drug License (application should be at least within last 1 month of expiry of his Licenses(s)), copy of receipt of Renewal application with State Drug Licensing authority needs to be uploaded.
<u>9</u>	The chemist must not have	Non- conviction Certificate from the State Drug Controller or any other



	been convicted by the State drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules against him	officer in the city delegated the powers by it to sign the Drug Licences & Non- Conviction Certificate. No other document including an affidavit /undertaking will be considered for this purpose. The Non Conviction Certificate should be dated not more than 6 month prior to date of publishing of tender.
<u>10.</u>	The bidder should be regularly paying his GST	Copy of receipts for payment of GST of the Previous quarter January 2020 to March 2020 & April 2020 to June 2020 should be uploaded by the bidder along with the Copy of the latest NO dues certificate for GST deposits.
<u>11</u>	The bidder should have Goods and Services Tax Identification Number (GSTIN)	Copy of GSTIN Registration having 15 digit alphanumeric GSTIN Registration Number/provisionally issued GSTIN is to be uploaded.
<u>12</u>	The bidder should be regularly filing his Income Tax	(a) Copy of PAN card (b) Copy of ITR of the bidder of financial year 2018-19.
<u>13</u>	The bidder should not be currently debarred by any Government organization or by CGHS. The Supplier's contract should not have been terminated by CGHS in the last three years	An affidavit in Annexure C on non judicial stamp paper should be uploaded by the bidder stating that : (a) The supplier is not currently debarred by any Government organization including CGHS. (b) The supplier was not empanelled earlier by CGHS and that if empanelled earlier, then the supplier's contract was not terminated by CGHS in the preceding three years.

**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, (B-114/115, Vibhuti khand, Gomti Nagar, Lucknow) The prospective bidders will have an opportunity to obtain further information and clarifications regarding work and the tender terms & conditions.
- 4.2 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.

### **5. AVAILABILITY OF TENDER**

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

<https://eprocure.gov.in/eprocure/app> and on CGHS website [www.cghs.gov.in](http://www.cghs.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

6.1 The bidder must submit his e-bid in two parts on the CPP portal as mentioned below:

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

### (A) Earnest Money:

The bidders are required to submit Earnest Money Deposit (EMD), for an amount equal to 2% of the annual expenditure of the Wellness Centres that he bids for (refer Annexure D), online through Non - Tax Receipts Portal at Govt of India on "bharatkosh.gov.in. The single envelope super scribed "EMD for ALC empanelment Tender ID No **2020\_DGHS\_600751**" containing **copy of payment receipts on Non - Tax Receipt Portal** should be sent to the O/o Additional Director CGHS, Lucknow or may be deposited by hand well before the last date and time of bid submission, along with:

- i. A copy of cancelled cheque,
- ii. Duly filled Annexure C (with names of Wellness Centres opted for),
- iii. Mandate form (Annexure E) and
- iv. Vendor details form (Annexure F).

The on-line bids of a bidder **will be rejected**, if **EMD of requisite amount has not been deposited on Non - tax Receipts (NTR) Portal of Government of India (URL: [www.bharatkosh.gov.in](http://www.bharatkosh.gov.in)) and receipt received along with duly filled Annexure C as mentioned above**, before the last date and time of bid submission. A copy of all these documents should also be uploaded on the CPP portal.

Bidders are required to calculate the total amount of EMD deposited by them and mention the figure against "EMD Amount in Rs" on CPP portal.

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

EMD of the unsuccessful bidders will be returned to them within 30 days of award of contract without interest. The bidder shall enclose a copy of cancelled cheque and filled up Mandate Form and Vendor details Form to facilitate it.

### (B) Documents establishing Bidders' eligibility (Technical Bid):

All documents as mentioned in the table given above under the heading:

"2. CRITERIA ESTABLISHING GELIGIBILITY OF BIDDERS AND DOCUMENTS TO BE UPLOADED IN PROOF

THEREOF" are to be **scanned and uploaded as clear legible PDF documents after being self attested by authorized signatory**. It is mandatory to upload all the documents-only bids complete in all respects will be considered.

Part 2:- Called "Commercial Bid" or "Price Bid":-

The Price Bid is to be uploaded on-line in the Bill of Quantity (BoQ) in .xls Form. The Price Bid has the names of all WCs in CGHS Gorakhpur. The bidder will fill the uniform discount offered (as a percentage) on MRP, in figures and words in the blue coloured cells against the name of the Wellness Centres opted by him. The Wellness Centres opted for, in the BoQ should match with the names of the Wellness Centres opted for, in Annexure C. Price bids of only those bidders will be opened, who qualify technically. The discount offered by a bidder against a WC in the on-line price bid, for which requisite value of EMD has not been received, will not be considered.

A sample of BoQ is placed at Annexure H, however, no figures are to be filled in the sample BoQ, else bid will be rejected.

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

## **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. SUBMISSION OF BIDS**

- 8.1 The bids complete in all respects will be submitted by the bidders on-line only at the CPP portal <https://eprocure.gov.in/eprocure/app> before the last date and time of bid submission.
- 8.1 In case, the last day of EMD submission is declared Holiday by Govt. of India, the next working day will be treated as last day for submission of EMD. There will be no change in the timings.
- 8.3 Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected
- 8.4 Conditional bids will be out rightly rejected.
- 8.5 No bid document to establish eligibility as mentioned above (except EMD payment receipts, cancelled cheque, Annexure C, Mandate Form and Vendor Details Form) will be accepted in physical form and no correspondence in this regard will be entertained by CGHS. The Additional Director however reserves the right to seek any clarification and /or additional information regarding the bid documents in writing from the bidder during Technical evaluation.
- 8.6 The bidder can opt for any number of Wellness Centres in CGHS Gorakhpur, however, the number of Wellness Centres specified by the bidder in Annexure C should match with the number of transaction referral Number deposited by the bidder. Also, the value of the EMD for each WC opted for, should not be less than the amount of EMD mentioned against the same Wellness Centre in Annexure D. If requisite amount of EMD is not submitted against a WC, then the discount quoted by the bidder

against the WC in the on-line BoQ will not be considered.

- 8.7 Suppression of factual information if found subsequently will disqualify the bidder with forfeiture of EMD.

## 9. OPENING OF BIDS

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

- 9.1 Online bids (complete in all respect) received along with online Payment of EMD (payment receipts generated through NTR Portal to be uploaded) and hard copy of Annexure C will be opened.
- 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. SELECTION OF BIDDER

- 10.1 There will be no cap on the number of Wellness Centres (WC) that could be allotted to L1 Bidders in the city ( i.e. Bidder(s) offering highest discount in the city). 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, his EMD will be forfeited in all such WCs & offer shall be made to the L2 Bidder (the bidder offering subsequent lower discount immediately after L1) in the WC to meet the discount of L1 of that WC. In case of non-acceptance by L2 bidder, the process will be repeated at L1 discount till last eligible bidder for that WC 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.
- 10.2 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 of city. If the process fails, open offer will be made to all successful bidders in the city and contract awarded to the bidder offering the highest discount to supply that unit till the validity of his contract with CGHS (along with extendable time limit as per contract). If this also fails, then retendering will be done.
- 10.3 In case more than one bidder offers HIGHEST 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 (2018-19) i.e., the chemist with higher turnover will be preferred & even if this is matching which is highly unlikely, the 2nd Tie breaker will be the distance of the Chemist from the WC & the bidder with lesser motor able distance from the WC (as measured using "Google Maps") will be awarded the tender.

## 11. 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.

## **12. PERIOD OF CONTRACT**

The contract shall initially be for a period of three years from the date of the signing of contract. The contract is not extendable ordinarily after it is over. However, the contract may be extended for one more year, on the same terms and conditions of the contract, strictly on the basis of satisfactory performance, at the sole discretion of AD, CGHS Lucknow with the approval of Ministry.

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

The Additional Director, CGHS Lucknow, 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' action.

The Additional Director Central Government Health Scheme, Lucknow doesn't pledge himself/herself to accept the highest discount offering Bid or any Bid and reserves to him/herself 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 AND AWARD OF CONTRACT**

The successful bidder will have to furnish a Performance Security along with unconditional acceptance letter within 7 days of receiving an offer letter from CGHS for supply of medicines to Wellness Centres where the bidder has been declared as L1 bidder. An amount equivalent to 5% of average annual expenditure for three years in respect of each Wellness Centre to be allotted to him (as per Annexure-D) is to be deposited as Performance Security in the form of either a Bank Guarantee, valid for 60 days beyond the term of the contract ( i.e. for 38 months), issued by a scheduled bank as per format at Annexure – A or a Demand Draft issued by a Scheduled Bank, favoring "Additional Director CGHS Lucknow" payable at Lucknow. No claim shall be made against Government of India / Additional Director, CGHS Lucknow in respect of interest accrued, if any, due on the Performance Security deposit.

EMD would be forfeited if Performance Security is not deposited within the specified time period. Relaxation can be given for deposition of Performance Security by another 7 days by AD, CGHS Lucknow, on the written request by the eligible bidder.

The contract has to be signed by the successful bidder within a maximum of 21 days of unconditional acceptance of offer letter, failing which the offer will be withdrawn and EMD forfeited.

In case of extension of contract, the Performance Security should be renewed to ensure that it remains valid up to 60days beyond the validity of extended contract period. The Bidder should ensure validity of Performance Security for extended period.

#### **15. 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.
  - c)** "collusive practice/cartelization" means a scheme or arrangement 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;
  - d)** “coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the procurement process or affect to execution of a contract.
- (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 bidder ineligible, either indefinitely or for a specified period of time, for award of the contract if at any time it determines that the bidder was engaged in corrupt and fraudulent practices while competing for or in executing the contract.
- (v)** The bidder shall not transfer, sublet or assign any part or whole of the contract to anyone else during the period of the contract. In the event of the bidder contravening this condition, it will be considered a fraudulent act. CGHS will terminate the contract and the Performance Bank Guarantee will be forfeited in addition to actions taken against the bidder for practicing fraudulent acts.

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

**A.** 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 one week 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.

**B. 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 PBG, 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**

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

- (a) Physical verification of location of the shop within the limits of CGHS covered area of the Gorakhpur.
- (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) Availability of computer and peripherals with internet connectivity to access indent on-line.
- (e) Confirm the availability of Bar Code Scanning and labeling facility including Bar Code Reader and Label maker and Software in the bidders' premises.

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.

#### **18. FORCE MAJEURE:**

(a) 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.

(b) Force Majeure shall not include insufficiency of funds or manpower or any event which is caused by negligence or intentional action of supplier.

#### **19. INDEMNITY**

The successful 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 successful 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 successful bidder for anything done or committed to be done in the execution of this contract. The successful 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 successful bidder's negligence. The successful 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 successful bidder or single in case the latter chooses not to defend the case.

#### **20. ARBITRATION**



- (i) In the event of any dispute or difference between parties hereto, such disputes or differences shall be resolved amicably within the period of 60 (sixty) days from the date of arising of such dispute of difference by mutual consultation. If such resolution is not possible, , then the unresolved dispute or differences shall be referred to the arbitration of the sole arbitrator to be appointed by the Additional Secretary and Director General, CGHS, Ministry of Health and 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), and any statutory modification or re-enactment thereof 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 the arbitration proceeding shall be in 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 and 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 parties 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 three months, the notice period shall start after receipt of the Notice by the other Party.

## **22. NOTICES:**

- 22.1** Any notice given by one party to the other, pursuant to this Contract shall be sent to other party in writing by hand through authorized representative (with proof of identity), 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 Lucknow, B-114/115, VIBHUTI KHAND, GOMTINAGAR, LUCKNOW

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

\_\_\_\_\_

\_\_\_\_\_

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

## **23. MISCELLANEOUS**

- a. The Additional Director, CGHS Lucknow, 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.

- b.** Appointed chemist shall attend the meetings fixed by the Local Advisory Committee in the Wellness Centre as and when called for.

-----X-----X-----

## **SECTION - II**

### **Special 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.

#### **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) METHOD OF SUPPLY**

##### **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 in individually identifiable packet for each beneficiary.

#### **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 fortnightly bill shall be supported by the original indent along with the "Chemist report" 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, penalty imposed and satisfactory/unsatisfactory performance of chemist.

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 honored 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, collusive, coercive and/or fraudulent practices including subcontracting.
- vi) The Chemist stops 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 Centers. 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 or late supply of indented medicines, an item-wise penalty @Rs 100/- shall be levied, (eg., for non-supply/delayed supply of Cap. Amoxycillin (item) indented for 10 beneficiaries in a day, penalty of only Rs. 100/- will be levied per day for each day of delayed supply).
- 9.3** In case the supplier fails to supply indented drugs/medicines, then CGHS / beneficiary will be entitled to procure the same from any other chemist and will submit the claim for reimbursement in the following manner:
- 1.** In case of serving beneficiary, the claim will be verified by the concerned CMO I/C of the WC and forwarded to the Additional Director (AD) of the Zone/ City. The AD will maintain a record of the claims and the MRC will be forwarded to the concerned serving department for payment.
  - 2.** In case of pensioners, CGHS will reimburse.
  - 3.** The difference of MRP and price after deducting discount offered by the ALC, will be deducted from the future bills/ PBG of the ALC concerned by AD of Zones/ City in addition to penalty as mentioned under Clause 9.2.

## **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 chemist fails to provide any or all of the services within the period(s) specified in the Contract
- b.** If the chemist fails to perform any other obligation(s) under the Contract.
- c.** If the chemist, in the judgment of the CGHS has engaged in corrupt, fraudulent, collusive and or coercive 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 Competent Authority, Additional Director CGHS Lucknow, reserves the right to appoint any number of Authorized Local Chemists for each unit and to allocate, reallocate the Wellness Centres, existing and new ones, under the CGHS that may be set up during the currency of the contract.

Without prejudice to the rights, 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.

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 Wellness Centres

In instances 'a' and 'b', performance security of the vendor will be forfeited. Offer shall be made to the existing L1 vendor in the city at his L1 discount. If the Offer is declined by such Chemist, open offer will be made to all vendors in the city and contract awarded to the vendor offering the highest discount to supply that unit till the validity of his contract with CGHS (along with extendable time limit as per contract). If this also fails, then retendering will be done. In the event of acceptance by the bidder/vendor in any of the aforementioned cases, performance security as admissible for that WC will be deposited by the vendor before the award of contract.

In instance c, offer will be made to existing L1 vendors of the nearby WC(s) at their respective discount. On acceptance, the contract will be given to the vendor with the highest discount among the above vendors, for the newly opened WC. If he declines the offer, then the contract will be given to the next vendor out of the above, with the highest discount. In case all the nearby vendors decline the offer, then an open offer will be made to all existing ALCs in the city and award of contract will be made to the vendor offering highest discount, till such time that fresh e-tendering is carried out and finalized for the newly opened WC.

## **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 clause 9.

**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. The chemist will ensure that the medicines are transported and supplied to the Wellness Centres while maintaining the conditions as specified.
- (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. 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.

**Additional Director , CGHS, LUCKNOW**

**(Enclosed: Annexure A to I)**

**EMPANELMENT OF CHEMIST FOR CGHS (Gorakhpur)**

PERFORMANCE SECURITY FORM (PSF) (For an amount of 5% of the expected business in respect of CGHS Wellness Centre(s) allotted to him for supply of drugs / medicines-refer Annexure D)

To,

The President of India

Through Additional Director,

CGHS,LUCKNOW

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

\_\_\_\_\_ dated, \_\_\_\_\_ 20 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 unconditional and irrevocable 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 60 days 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        20    at

SIGNED, SEALED AND DELIVERED

For and on behalf of (Name of the bank)

By:  
(Signature)

(Name : )

(Designation: )

(Address : )

ANNEXURE-B

<b>Running Sl. No.</b>	<b>Name of WC with Code</b>	<b>Address</b>	<b>Contact number</b>	<b>Email ID</b>	<b>Payment authority</b>
<b>1</b>	CGHS WC 1 Gorakhpur	CGHS WC 1, Old HPO Building, Maya Bazaar, Near Mahila Chikitsalaya, Gorakhpur.	0551-2202345	neelimarungta@gmail .com	Additional Director CGHS Lucknow

**EMPANELMENT OF CHEMIST FOR Gorakhpur (2021-2024)**  
**Declaration of Bidder (as an affidavit on Rs. 100/- non judicial stamp paper)**  
**TO BE SUBMITTED IN ORIGINAL ALONG WITH EMD AND ALSO UPLOADED ON CPP PORTAL**

From:

Complete address of the bidder  
With Phone/ Fax, Mobile No & E-mail Address.

To:

Additional Director CGHS ,  
LUCKNOW

Dear Sir/ Madam,

1. I/We hereby offer to supply medicines/drugs to the following CGHS Wellness Centre(s) in CGHS \_\_\_\_\_ out of the list of WCs placed at Annexure D or to such Wellness Centers/hospitals/ units, you may specify in the acceptance of Bid at the rate given in the BoQ and agree to hold this offer open till bid validity date. 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 Allopathic 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. I/we will ensure that the Drug Licenses remain valid during the tendering process and during period of the contract with CGHS.
6. My / our agency 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 have submitted financial bids for supply of medicines to Wellness Centres of CGHS Gorakhpur, the names of which are given below along with EMD details:

Sl. No.	Name of Wellness Centre (WC) for which offer to supply medicines is made by the bidder (only one name of WC to be typed in one row)*. Bidder can bid for any number of WCs in CGHS _____ as per Annexure D of tender. Rows may be added or deleted depending on the WCs the bidder wishes to apply for. Please refer to Annexure D for names of WCs.	Value of EMD deposited on Bharat Kosh through NTR Portal. Please refer to Annexure D	Transaction Referral No. Payment through NTR Portal.	Date of EMD Payment	Name of bank
1					

\* The list of names of WCs is placed at Annexure D. Bidder has to fill in the name of at least 1 Wellness Centre from the list, to be eligible for bidding.

There is no upper limit to the number of Wellness Centres in the \_\_\_\_\_ that a bidder can bid for. More rows may be added to the above table according to the number of WCs opted for.

11. I/We undertake that in the on-line BoQ (price bid), we have quoted discounts, against the same Wellness Centres as mentioned above. I/we are also aware that in the **on-line BoQ uploaded by me/us, the discount for a WC(s) will not be considered, if requisite value of EMD has not been deposited through NTR Portal on bharatkosh.gov.in and receipt uploaded on CPP Portal.**

SIGNATURE OF WITNESS

NAME

ADDRESS:  
Date

SIGNATURE OF BIDDER

NAME

ADDRESS:

## Annexure-D

## LIST OF WCs FOR ALC EMPANELMENT WITH EMD &amp; PERFORMANCE SECURITY AMOUNT FOR EACH WC

Running S No.	Name of CGHS WC with code	Average annual expenditure (turnover) in Rs. over last 3 years (A)	EMD=2% of (A) rounded to next higher thousand (Rs.)	PBG=5% of (A) rounded to next higher thousand (Rs.)
1	CGHS WC GORAKHPUR, Old HPO Building, Maya Bazaar, Near Mahila Chikitsalaya, Gorakhpur. Pin Code - 273001	Rs. 43,78,820/-	Rs. 88000/-	Rs. 2,19,000/-

**MANDATE FORM FOR COMPANIES****(to be submitted in original and also uploaded on CPP portal)****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.

## Annexure F

**Vendor Details Form****(To be submitted in original 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 :

Signature of vendor with stamp

Date:



**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'.
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)

**SAMPLE OF BILL OF QUANTITY (BoQ)**

Tender Inviting Authority: Additional Director CGHS Lucknow			
<u>Name of Work:</u> EMPANELMENT OF AUTHORIZED LOCAL CHEMIST/S (ALCs) FOR WELLNESS CENTRES AT CGHS GORAKHPUR (UNDER CGHS LUCKNOW). <u>Name of Wellness Centre:</u> CGHS WC GORAKHPUR, Old HPO Building, Maya Bazaar, Near Mahila Chikitsalaya, Gorakhpur/GKP1			
<u>Contract No. F. No. F. NO. 3-443/CGHS/LKO/2020/Gorakhpur</u> <u>Tender id on CPP Portal : 2020_DGHS_600751</u>			
Bidder Name:			
<b>PRICE SCHEDULE</b> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)			
Sl. No.	Item Description	Percentage Discount term in Figures	Net rate(L) = 100 - Discount
1	2	7	16
1	Uniform Discount on printed MRP (Inclusive of all taxes) offered on all items of supply by bidder (%) to be filled by bidder as number		

This is only a sample of BoQ. Kindly do not fill any figures here, else bid will be rejected. The bidder will submit his price bid on –line only, in the BoQ uploaded on CPP portal.

The bidder is required to fill in discount for any number of Wellness Centres in the blue coloured unprotected cells of the on-line BoQ, however, the discount offered by a bidder against a WC in the on-line price bid, will not be considered, if requisite value of EMD has not been received **Online through NTR Portal of Govt. of India (URL: [www.bharatkosh.gov.in](http://www.bharatkosh.gov.in))**.

## Annexure I

**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. 50/- Non-judicial Stamp Paper**

**AGREEMENT**

This agreement made on this \_\_\_\_ day of \_\_\_\_\_ 2021 \_\_\_\_ by and BETWEEN the President of India acting through Dr \_\_\_\_\_, Additional Director CGHS \_\_\_\_\_ (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 \_\_\_\_\_ (dd/mm/yyyy) against Tender ID \_\_\_\_\_ for appointment of Authorized Local Chemists for select Wellness Centres in \_\_\_\_\_ 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 \_\_\_\_\_

2. -----  
-----

For and on Behalf of

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

(Name )-----

Authorized representative of M/s -----

In the presence of following witnesses

1. -----  
-----

2. -----  
-----

Date :

Place :

## **TERMS & CONDITIONS OF THE CONTRACT**

### **SECTION – I**

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

The empanelled chemist to be known as Authorized Local Chemist (ALC) will supply the Allopathic 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. 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.

#### **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.

#### **4. PERIOD OF CONTRACT**

The contract shall initially be for a period of three years from the date of the signing of contract. The contract is not extendable ordinarily after it is over. However, the contract may be extended for one more year, on the same term and conditions of the contract, strictly on the basis of satisfactory performance, at the sole discretion of AD, CGHS Lucknow with the approval of Ministry.

#### **5. PERFORMANCE SECURITY GUARANTEE AND AWARD OF CONTRACT**

The successful bidder will have to furnish a Performance Security along with unconditional acceptance letter within 7 days of receiving an offer letter from CGHS for supply of medicines to Wellness Centres where the bidder has been declared as L1 bidder. An amount equivalent to 5% of the expected annual business in respect of each Wellness Centre to be allotted to him (as per Annexure- D) is to be deposited as Performance Security in the form of either a Bank Guarantee, valid for 60 days beyond the term of the contract ( i.e. for 38 months), issued by a scheduled bank as per format at Annexure – A or a Demand Draft issued by a Scheduled Bank, favoring “Additional Director, CGHS Lucknow”. No claim shall be made against Government of India / Additional Director CGHS Lucknow in respect of interest accrued, if any,

due on the Performance Security deposit.

EMD would be forfeited if Performance Security is not deposited within the specified time period. Relaxation can be given for deposition of Performance Security by another 7 days by AD CGHS, Lucknow, on the written request by the eligible bidder.

The contract has to be signed by the successful bidder within a maximum of 21 days of unconditional acceptance of offer letter, failing which the offer will be withdrawn, EMD forfeited .

In case of extension of contract, the Performance Security should be renewed to ensure that it remain valid up to 60days beyond the validity of extended contract period. The Bidder should ensure validity of Performance Security for extended period.

## **6. 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,
  - c) "collusive practice/cartelization" means a scheme or arrangement 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;
  - d) "coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the procurement process or affect to execution of a contract.
- (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 bidder ineligible, either indefinitely or for a specified period of time, for award of the contract if at any time it determines that the bidder was engaged in corrupt and fraudulent practices while competing for or in executing the contract.
- (v) The bidder shall not transfer, sublet or assign any part or whole of the contract to anyone else during the period of the contract. In the event of the bidder contravening this condition, it will be considered a fraudulent act. CGHS will terminate the contract and the Performance Bank

Guarantee will be forfeited in addition to actions taken against the bidder for practicing fraudulent acts.

## **7. FORFEITURE OF PERFORMANCE SECURITY**

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 PBG, 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.

## **8. FORCE MAJEURE:**

**(a)** 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.

**(b)** Force Majeure shall not include insufficiency of funds or manpower or any event which is caused by negligence or intentional action of supplier.

## **9. INDEMNITY**

The successful 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 successful 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 successful bidder for anything done or committed to be done in the execution of this contract. The successful 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 successful bidder's negligence. The successful 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 successful bidder or single in case the latter chooses not to defend the case.

## **10. ARBITRATION**

- (i) In the event of any dispute or difference between parties hereto, such disputes or differences shall be resolved amicably within the period of 60 (sixty) days from the date of arising of such dispute of difference by mutual consultation. If such resolution is not possible, , then the unresolved dispute or differences shall be referred to the arbitration of the sole arbitrator to be appointed by the Additional Secretary and Director General, CGHS, Ministry of Health and 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), and any statutory modification or re-enactment thereof 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 the arbitration proceeding shall be in 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 and 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 parties shall continue to perform all of their obligations under this agreement without prejudice, to a final adjustment in accordance with such award.

## **11. 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 three months, the notice period shall start after receipt of the Notice by the other Party.

**12. NOTICES:**

**23.1** Any notice given by one party to the other, pursuant to this Contract shall be sent to other party in writing by hand through authorized representative (with proof of identity), 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 Lucknow

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

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

**13. MISCELLANEOUS**

- a. The Additional Director CGHS Lucknow, 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.
- b. Appointed chemist shall attend the meetings fixed by the Local Advisory Committee in the Wellness Centre as and when called for.

-----X-----X-----

## **SECTION - II**

### **Special 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.

#### **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) METHOD OF SUPPLY**

##### **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 in individually identifiable packet for each beneficiary.

#### **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 fortnightly bill shall be supported by the original indent along with the "Chemist report" 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, penalty imposed and satisfactory/unsatisfactory performance of chemist.

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 honored 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, collusive, coercive and/or fraudulent practices including subcontracting.
- vi) The Chemist stops 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 Centers. 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 or late supply of indented medicines, an item-wise penalty @Rs 100/- shall be levied, (eg., for non-supply/delayed supply of Cap. Amoxicillin (item) indented for 10 beneficiaries in a day, penalty of only Rs. 100/- will be levied per day for each day of delayed supply).

**9.3** In case the supplier fails to supply indented drugs/medicines, then CGHS / beneficiary will be entitled to procure the same from any other chemist and will submit the claim for reimbursement in the following manner:

**1.** In case of serving beneficiary, the claim will be verified by the concerned CMO I/C of the WC and forwarded to the Additional Director (AD) of the Zone/ City. The AD will maintain a record of the claims and the MRC will be forwarded to the concerned serving department for payment.

**2.** In case of pensioners, CGHS will reimburse. \_\_\_\_\_

**3.** The difference of MRP and price after deducting discount offered by the ALC, will be deducted from the future bills/ PBG of the ALC concerned by AD of Zones/ City in addition to penalty as mentioned under Clause 9.2.

## **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 chemist fails to provide any or all of the services within the period(s) specified in the Contract
- b.** If the chemist fails to perform any other obligation(s) under the Contract.
- c.** If the chemist, in the judgment of the CGHS has engaged in corrupt, fraudulent, collusive and or coercive 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 Competent Authority, CGHS Lucknow, reserves the right to appoint any number of Authorized Local Chemists for each unit and to allocate, reallocate the Wellness Centres, existing and new ones, under the CGHS that may be set up during the currency of the contract. Without prejudice to the rights, 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.

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 Wellness Centres

In instances 'a' and 'b', performance security of the vendor will be forfeited. Offer shall be made to the existing L1 vendor in the city at his L1 discount. If the Offer is declined by such Chemist, open offer will be made to all vendors in the city and contract awarded to the vendor offering the highest discount to supply that unit till the validity of his contract with CGHS (along with extendable time limit as per contract). If this also fails, then retendering will be done. In the event of acceptance by the bidder/vendor in any of the aforementioned cases, performance security as admissible for that WC will be deposited by the vendor before the award of contract.

In instance c, offer will be made to existing L1 vendors of the nearby WC(s) at their respective discount. On acceptance, the contract will be given to the vendor with the highest discount among the above vendors, for the newly opened WC. If he declines the offer, then the contract will be given to the next vendor out of the above, with the highest discount. In case all the nearby vendors decline the offer, then an open offer will be made to all existing ALCs in the city and award of contract will be made to the vendor offering highest discount, till such time that fresh e-tendering is carried out and finalized for the newly opened WC.

## **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 clause 9.

**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. The chemist will ensure that the

medicines are transported and supplied to the Wellness Centres while maintaining the conditions as specified.

- (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. 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.

**Additional Director , CGHS, LUCKNOW**