



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

E-TENDER NOTICE

Open Tender Notice. F. NO. 18-1/2003(MSD)/L. C/Vol. XV/2016

EMPANELMENT OF CHEMISTS FOR CGHS KOLKATA FOR THE PERIOD 2019-22

On-line bids are invited from reputed Local Chemists with **shops located in Kolkata** for empanelment for supply of **Allopathic medicines** to **19 Wellness Centres under Central Government Health Scheme, Kolkata**, Ministry of Health & Family Welfare, Government of India. Bidders are advised to refer to the tender published against each Wellness Centre that is provided at Annexure-‘B’. Bidders are advised to participate online at ‘<https://eprocure.gov.in/eprocure/app>’ corresponding to the tenders of respective Wellness Centre. **The e-tender for each of the 19 Wellness Centers will be a separate tender. The bidder will have to upload required documents & Bids for each of the Wellness Centers separately for which s/he wishes to apply.**

The tender document can be downloaded free of cost from the CPP Portal www.eprocure.gov.in/eprocure/app or CGHS Website www.cghskolkata.nic.in

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

**Additional. Director
CGHS, Kolkata
(Tender inviting Authority)**

GOVERNMENT OF INDIA
 MINISTRY OF HEALTH & FAMILY WELFARE
 DIRECTORATE GENERAL OF CENTRAL GOVERNMENT HEALTH SCHEME
 Phone No. 03322103921, 22627578

Open Tender Notice. F. NO. 18-1/2003(MSD)/L. C/Vol. XV/2016

E-TENDER DOCUMENT

FOR

EMPANELMENT OF CHEMISTS FOR CGHS KOLKATA FOR THE PERIOD 2019-22

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 Centers. CGHS aspires to ensure timely supply of medicines / drugs to its beneficiaries. With this objective, the **Additional Director, CGHS Kolkata**, for & on behalf of the President of India, **invites e-tenders from the eligible local chemists with shops located in Kolkata for supply of medicines / drugs to the Wellness Centers under CGHS Kolkata.**

<i>Scope of Work</i>	EMPANELMENT OF AUTHORISED LOCAL CHEMISTS (ALCs) FOR CGHS , KOLKATA
<i>EMD to be submitted</i>	<i>As specified in the Tender Document @ 2% of the average Annual Turnover Separately for each Wellness Centre</i>

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

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

CRITICAL DATE SHEET

Tender No.	F. No. 18-1/2003 (MSD)/L.C./Vol.XV/2016
Name of Organization	Central Government Health Scheme, Kolkata
Date of Publishing	24.10.2019 (18.00 Hrs)
Document Download Start Date	25.10.2019 (09.30 Hrs)
Document Download End Date	15.11.2019 (08.00 Hrs)
Clarification Start Date	25.10.2019 (09.30 Hrs)
Clarification End Date	31.10.2019 (14.00 Hrs)
Date for Pre-Bid Conference	31.10.2019 (13.00 Hrs)
Venue of Pre-Bid Conference	Office of Additional Director CGHS, (Kolkata) 6 Esplanade East (Ground Floor), Kolkata 700069
Last Date and Time for Uploading of Bids	15.11.2019 (18.00 Hrs)
Date and Time of Opening of Technical Bids	18.11.2019 (09.00 Hrs)
Address for Communication	Office of Additional Director CGHS (Kolkata) At MSD, 5, Esplanade East(1 st Floor), Kolkata-700069 Website: http://eprocure.gov.in/eprocure/app

INSTRUCTIONS FOR ONLINE BID SUBMISSION :

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

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

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

REGISTRATION:

- 1) Bidders are required to 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 / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS:

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

PREPARATION OF BIDS:

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

SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” 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 original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/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 white colored (unprotected) cells with their respective financial quotes and other details (such as name & 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 serve 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 Helpdesk no. is 1800 233 7315.

SECTION – I

1. SCOPE OF WORK

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

2. ELIGIBILITY

CRITERIA ESTABLISHING ELIGIBILITY OF BIDDERS AND DOCUMENTS TO BE UPLOADED ON C.P.P. PORTAL IN PROOF THEREOF

Sl. No.	ELIGIBILITY OF BIDDERS	<p><i>DOCUMENTS TO BE SCANNED AND UPLOADED AS P.D.F. DOCUMENTS AGAINST TENDER ID----- ON C.P.P. PORTAL TO ESTABLISH ELIGIBILITY :</i></p> <p style="text-align: center;"><i>Please note</i></p> <ol style="list-style-type: none"> 1. All documents are to be self attested by authorized signatory before being scanned and uploaded as clear and legible 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 Govt. orders (if applicable), is to be uploaded with the rest of the bid documents. Additional Director, CGHS. Kolkata 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 in the 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 of 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.	<p>EMD in PHYSICAL FORM (Separate Demand Drafts for each WC opted for) in favour of “Additional Director, CGHS, Kolkata”, should be deposited in a sealed envelope at O/o Additional Director, CGHS, 6, Esplanade East, Ground Floor, Kolkata-700069, along with duly filled Annexure C, before last date and time of bid submission. On-line bids will be rejected if EMD is not deposited in time.</p>	<p>The bidder can opt for any number of Wellness Centres in CGHS, Kolkata, mentioned in Annexure D. The EMD for each of the Wellness Centres opted for by the bidder will be submitted as a separate Demand Draft of Scheduled Bank. The Demand Drafts will be in favour of “Additional Director, CGHS, Kolkata”. All Demand Drafts should be deposited in a single sealed envelope addressed to Additional Director, CGHS, 6, Esplanade East, Ground Floor, Kolkata-700069, superscribed “ EMD for ALC empanelment, Tender No. F. NO. 18-1/2003(MSD)/L. C/Vol. XV/2016” along with:</p> <ol style="list-style-type: none"> 1. Copy of Cancelled Cheque 2. Duly filled Mandate form for ECS as per Annexure-E (for return of EMD of unsuccessful bidders) 3. Annexure-C (declaration of bidder) in Original. 4. Vendor Details form as per Annexure-F <p>A copy of all the above documents should be uploaded in CPP Portal.</p> <p>Bidders are required to calculate the total amount of EMD to be deposited by them and mention the figure against “EMD amount in Rs.” On CPP portal</p>
2.	<p>Individual signing the Bid and other documents must specify whether s/he signs as :</p> <ul style="list-style-type: none"> • A sole Proprietor of the firm, or, constituted Attorney of such proprietor. • 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. • Constituted Attorney /Authorized Signatory, if it is a company. 	<ol style="list-style-type: none"> i) 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. ii) In case of partnership, 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. iii) In case of Partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred upon any such partner, the Bid and all other related documents must be signed by every partner of the firm. iv) In case of Company, Memorandum of Association and Board of Resolution specifying the Constituted Attorney / Authorized Signatory, has to be attached.

3.	The chemist shop should be registered in Kolkata under Shops and Establishment Act / Indian Partnership Act 1932/ Companies Act 1956 and should be in existence continuously for at least last 2 Financial Years (1/4/2017 onwards)	Copy of : (a) Registration Certificate issued at Kolkata under Shops and Establishment Act / Indian Partnership Act 1932/ Companies Act 1956 with name and complete postal address of the shop located in Kolkata. (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 the bid	Scanned copy of Tender Acceptance letter as per Annexure G duly signed by the authorized signatory should be uploaded. The name of the bidder, complete postal address, telephone and mobile number, fax no. and e-mail should be mentioned in the Tender Acceptance letter.
5.	The bidder can bid for any number of Wellness Centres in the city as mentioned in Annexure D.	(i) 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. (ii) The bidders will have to submit a separate EMD for each of the WCs while applying amounting to 2% of the Annual Expenditure of the WCs bid for by him – please see Annexure D for amount of EMD for each Wellness Centre.
6.	Annual Turnover of the bidder should be more than Rs. 1 Crore (Rupees One Crore) in the Financial Year 2017-18. Chemists 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 of the financial year 2017-18 in support thereof. (b) Turnover Certificate from Chartered Accountant in addition to audited balance sheet should be uploaded to authenticate bidder's turnover.
7.	The chemist must hold a valid License issued by Drug Controller Authority of the State for running the chemist shop. The successful bidder	(a) Drug License issued by the Drug Controller Authority of the State of West Bengal in Form 20 & 21, and 21-C (for continuance of retail, i.e. Form 20 & 21 if required) , under the provisions of the Drugs and Cosmetics Act 1940 and subsequent amendments, valid as on date of submission of Bid

	will also ensure that the License remain valid till the end of the contract period.	and also the date of Bid Opening. (b) In case the bidder has applied for Renewal of Drug License (application should be at least within last 1 month of expiry of his License(s)), copy of receipt of Renewal application with State Drug Licensing authority need to be uploaded.
8.	The chemist must not have been convicted by the State Drugs Authorities and no case remain pending against him under the Drugs and Cosmetics Act and Rules.	Non- conviction Certificate from the State Drug Controller or any other officer in the city delegated the powers by it to sign the Drug Licenses and 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 months prior to date of publishing of tender.
9.	The bidder should have Goods and Services Tax Identification Number (GSTIN)	Copy of GSTIN Registration having 15 digit alphanumeric GSTIN Registration no./ Provisionally issued GSTIN is to be uploaded.
10.	The bidder should be regularly filing his Income Tax	(a) Copy of PAN Card (b) Copy of ITR of the bidder for financial year 2017-18.
11.	The bidder should not be currently debarred by any Government organization or by CGHS	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 or 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 3 years.
12.	Bar Code facility	Scanned copy of proof of purchase of Bar Code scanning and labeling facility including Bar code Reader and Label Marker to be uploaded.

ALL DOCUMENTS SHOULD BE SUBMITTED ONLINE ONLY

3. **COST OF BIDDING**

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

4. **PRE BID MEETING**

4.1 A pre-bid meeting open to all prospective bidders will be held as per **Bidding Schedule** in the office of the Additional Director CGHS, Kolkata, 6, Esplanade East, Ground Floor, Kolkata-69; wherein 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.

<http://eprocure.gov.in/eprocure/app> and on CGHS Kolkata website **www.cghskolkata.nic.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**

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 each of the Wellness Centres** that he bids for (refer **Annexure D**) as a **separate Demand Draft for each W.C.** payable in the name of “**Additional Director, CGHS , Kolkata**”. All the demand drafts must be **issued by a Scheduled Bank**. Original EMD/ Demand Drafts should be enclosed in a **single sealed envelope superscribed “EMD for ALC Empanelment”** addressed to the O/o Additional Director CGHS (Kolkata) 6, Esplanade East, Ground Floor, Kolkata-69; or may be deposited by hand well before the last date and time of bid submission, along with:

- A copy of **Cancelled Cheque**.
- Duly filled **Annexure C**.

- Bank Mandate Form - **Annexure E**.
- Vendor Details Form – **Annexure F**.

The online bids of a bidder **will be rejected**, if s/he **does not submit the physical form of EMD/Bank Draft of requisite amount, along with duly filled Annexure C**, before the last date and time of bid submission. Copy of all these documents to be uploaded in 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.

The EMD of the unsuccessful bidders shall be returned without interest within 30 days of award of contract. The bidder shall enclose copy of cancelled cheque, filled up Mandate Form and Vendor details form to facilitate the process of refund.

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

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

“ 2. ELIGIBILITY : CRITERIA ESTABLISHING ELIGIBILITY OF BIDDERS AND DOCUMENTS TO BE UPLOADED ON C.P.P. PORTAL IN PROOF THEREOF

Are to be scanned and uploaded as clear legible PDF documents after being self-attested by the authorized signatory.

It is mandatory to upload all the documents – only bids complete in all respects will be considered for further processing.

Part 2:- Called “COMMERCIAL BID” or “PRICE BID” which shall contain:-

- (A) Main Price Bid to be uploaded on line in the Bill of Quantity (BoQ) in .xls Form. The bidder will fill the Uniform Discount offered (as a percentage) on MRP, in figures and words in the cells against the name of the Wellness Centres opted by him. Price bids of only those bidders, who qualify technically, will be opened. **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.**

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 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.
- 8.2 In case, the last day of EMD submission is declared a 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. Conditional bids will be out rightly rejected.
- 8.4 No bid document to establish eligibility as mentioned above (except EMD, cancelled cheque, Annexure C, Mandate form and Vendor details form) will be accepted in physical form and no correspondences in this regard will be entertained. 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.
- 8.5 The bidder can opt for any number of Wellness Centres in CGHS, Kolkata. However, the number of Wellness Centres specified by the bidder in Annexure C should match with the number of Demand Drafts deposited by the bidder. 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.
- 8.6 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>

On-line bids (complete in all respect) received along with Demand Drafts of EMD (physically) and hard copy of Annexure C will be opened. **On-line Bids received without EMD and duly filled Annexure C will be rejected summarily.**

Technical bid of those bidders only, whose bids are found eligible as per eligibility criteria, will be evaluated afterwards.

Price bids of those bidders only, whose bids are found technically qualified by the Technical Evaluation Committee, will be opened subsequently for further evaluation.

10. SELECTION OF BIDDER

There will be no cap on the number of Wellness Centres that could be allotted to **L1 Bidders (i.e. Bidder(s) offering Highest Discount) in the City**. The bidders will be offered allotment in all the WCs where selected as 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 11 discount till last eligible bidder of

that WC is exhausted. The bidder(s) will be ranked on order of highest to lowest discount (in descending order) and termed as L1,L2,L3,.....and so on.

If no chemist is available for a WC even after the above process or a no response, such WCs may be offered to the L1 bidder in the city at his L1 discount. If the offer is declined by such chemist, the offer can be extended to the L2 bidder in the city at the discount offered by L1 of the city. If the process fails, open offer will be made to all successful bidders the city and the contract awarded to the bidder offering the highest discount to supply that unit till the validity of this contract with CGHS (along with extendable time limit as per contract). If this also fails, then re-tendering will be done.

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 less motorable 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 (3) years from the date of the signing of contract. The contract is ordinarily not extendable after it is over. However, the contract may be extended for one more year, on the same terms & conditions of contract, strictly on the basis of satisfactory performance, at the sole discretion of Additional Director CGHS (Kolkata) with the approval of the Ministry.

13. RIGHT TO ACCEPT / REJECT ANY BID

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

14. PERFORMANCE SECURITY GUARANTEE AND AWARD OF CONTRACT

The successful bidder will have to furnish a Performance Security for **an amount equivalent to 5% of the expected business (in respect of each Wellness Centre** to be allotted to him –(as per **Annexure- D**) in the form of either a Bank Guarantee, **valid for 6 months beyond the term of the contract, issued by a scheduled bank** as per format at Annexure – A or a Demand Draft issued by a Scheduled Bank, favoring “**Additional Director CGHS (Kolkata)**”. No claim shall be made against Government of India / Additional Director CGHS (Kolkata) in respect of interest accrued, if any, due on the Performance Security deposit.

Performance Security have to be furnished 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.

EMD would be forfeited if Performance Security is not deposited within the specified time period. Relaxation can be given by for deposition of Performance Security by another 7 days by A.D., CGHS, Kolkata, 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 for another year the Performance Guarantee should be renewed to ensure that it remains valid up to six months beyond the validity of the extended contract period. Bidder should ensure validity of Performance Security for extended period.

15. CORRUPT OR FRAUDULENT PRACTICES

- (i) CGHS requires that the Bidders observe the **highest standards of ethics** and conduct during the tender process and afterwards during the execution of such contract.
- (ii) In pursuance of this policy, the terms and conditions are set forth as follows:
 - a) “**Corrupt practice**” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the tender process or in the process of execution of contract; and
 - b) “**Fraudulent practice**” means misrepresentation of facts in order to influence the tender process or execution of a contract to the detriment of CGHS, and includes “**Collusive practice/ Cartelization**” 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; and

- (c) **“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 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 firm 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 contract. In the event of the bidder contravening this condition, it will be considered 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. **The Earnest Money** may be forfeited if a **Bidder withdraws its tender during the period of bid validity**

Or, in case of a **successful Bidder, if the Bidder fails:**

- i. To **unconditionally accept** the contract within 1 week of receipt of offer letter, and **sign the contract** in accordance with the terms and conditions within a maximum of 21 days of unconditional acceptance of the contract
- ii. To **furnish Performance Security** as specified in the terms and conditions.

If 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.

B. **The amount of Performance Security / Bank Guarantee shall be liable to be forfeited along with termination of contract 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) Is found to be engaged in corrupt and fraudulent practices including subcontracting.
- vi) Stops the supplies of the medicines/drugs without giving 90 days 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 city for which the bid has been submitted.
- (b) Verification of original documents of those uploaded earlier during the bid.
- (c) Availability of proper cold-chain maintenance facilities and power back up systems.
- (d) Presence of retail outlet.
- (e) Assess availability of adequate stock of medicines and financial viability etc before opening the Commercial Bid.
- (f) Bar code scanning and labeling facility including bar code reader and label maker and software

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

18. **FORCE MAJEURE:**

Supplier shall not be liable for forfeiture of its performance security, imposition of penalty or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure which means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. **If a force majeure situation arises the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof.** Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

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

20. **ARBITRATION**

(i) In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Additional Secretary & Director General, CGHS, Ministry of Health & Family Welfare, on the recommendation of the Secretary, Department of Legal Affairs ("Law Ministry"), Government of India. The provisions of Arbitrations and Conciliation Act, 1996 (No. 26 of 1966) shall be applicable to the arbitration. The venue of such arbitration shall be at New Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the 'Award'), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each parties in connection with the preparation, presentation shall be borne by the party itself.

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

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 3 (three) months, the notice period shall start after receipt of the Notice by the other Party.

22. NOTICES:

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), or, 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
 Central Govt. Health Scheme,
 6, Esplanade East, Ground Floor,
 Kolkata-700069

Bidder* _____

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

23. MISCELLANEOUS

- 23.1 The Additional Director CGHS, (Kolkata) 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.
- 23.2 **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 from the allotted Wellness Centre(s).

2. DELIVERY OF SUPPLIES

The delivery of supplies in full will be made on the next working day by 08.30 a.m. or at the opening hours of unit/Wellness Centers, 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 indented for one patient in one packet and write the name and the quantity of medicines on the packet of the patient. The chemist shall put up sticker of bar-code containing the following information:

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

5. LIFE PERIOD OF MEDICINES SUPPLIED

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

6.**6.1 ONLINE CONNECTIVITY WITH WELLNESS CENTRES:**

The local Chemist shall ensure reliable internet connectivity to ensure connectivity to CGHS Network to receive online indent from the Wellness Centre(s). Copies of the indent shall be printed by the local chemist on plain computer stationery 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 certificate from the Chief Medical Officer In charge of the Wellness Centre under his/her signature, with date, seal of the office for receipt of the items indented, penalty imposed and satisfactory/unsatisfactory performance of chemist.

Incomplete bills not accompanied by any of the particulars mentioned in (i) above will not be entertained.

7. PERIOD UPTO WHICH SUPPLY ORDERS WILL BE PLACED

Supply orders will be placed against the contract up to the last date of the contract. **Orders received even on the closing date should be 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) Delayed supplies.
- iv) Over charges
- v) If the chemist is found engaged in corrupt and fraudulent practices including subcontracting.
- vi) The Chemist should not stop the supplies of the medicines/drugs without giving 90 days 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 the supplier will be penalized Rs.1,000/- 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 of indented medicines in time as aforesaid, a penalty will be levied @ Rs. 100/- for each item not supplied (deduction will be only once even if an item is indented for several beneficiaries in a day). However, no penalty will be levied for 'Not Available' items. Whether an item is not available (N.A.) in the City, the N.A. will have to be ascertained by the CMO I/c.**
- 9.3 In case the supplier fails to supply indented 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:
- a) In case of Serving beneficiary, the claim will be verified by the concerned CMO I/c of the WC and forward to the AD of the City. The AD will maintain a record of claims and the MRC will be forwarded to the concerned serving department for payment.
 - b) In case of Pensioners, CGHS will reimburse.
 - c) The difference of MRP and price after deducting discount offered by the ALC, will be deducted from future bills/PBG of the ALC concerned by the AD 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 bidder 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 Additional/Joint Director CGHS, (Kolkata) reserves the right to appoint any number of Authorized Local Chemists for each unit. The Additional Director CGHS, (Kolkata) also reserves the right to allocate, reallocate the Wellness Centers, existing and new ones, under the CGHS that may be set up during the currency of the contract. Additional Director CGHS, (Kolkata) also reserves the right to decide which chemist shall normally serve which CGHS unit. Without prejudice to the right, emergency purchases can be preferred from any of the empanelled chemist irrespective of such allotment of unit to each Authorized Local Chemist for purchase of normal supplies.

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', PBG of the vendor will be forfeited. Offer shall be made to the existing L1 vendor of 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 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 vendor in any of the afore-mentioned cases, performance security as admissible for that WC will have to be deposited by the vendor before award of the 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/ RTGS/NEFT for which bidder should give requisite details of bank address, Account No. etc.

Additional Director, CGHS, Kolkata

ANNEXURE - A

EMPANELMENT OF CHEMIST FOR CGHS (KOLKATA)

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)

To,

The President of India

Through Additional Director,

(CGHS Kolkata)

WHEREAS _____(Name of successful bidder) hereinafter called "Successful Bidder" has undertaken, purchase Contract No. _____ dated, _____ 2019 to _____ (Description of Services) hereinafter called "the Contract" in pursuance of Tender Document dated _____ issued by _____.

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

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

AND WHEREAS we have agreed to give guarantee for the successful bidder.

THEREFORE WE hereby affirm that we are guarantors and responsible to you up to a total sum of Rs. --- ----/Rupees only) and we undertake to immediately pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us, notwithstanding any differences between you and successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.

In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee.

You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and conditions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forbear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.

We undertake not to revoke this guarantee during its currency.

Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.

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

Signed and sealed this day of 2019 at

SIGNED, SEALED AND DELIVERED

For and on behalf of (Name of the bank)

By:

(Signature)

(Name :)
(Designation:)
(Address :)

ANNEXURE-B

S. No.	NAME OF THE WC WITH ADDRESS	WC Code	Phone No.	E-mail Id.
1	BELVEDERE, Flat No 68, 1 Belvedere Estate, Kolkata 700027	KO 1	2479 1153	blvdest.ko@cghs.nic.in
2	LAKE AREA, Lake Govt. Qtrs, Flat No 55 & 56, Southern Avenue, Kolkata 700029	KO 2	2466 1733	lake.ko@cghs.nic.in
3	DOVER LANE, Flat No 2/D, Dover Lane Extn. Kolkata 700029,	KO 3	2461 9292	dvl.n.ko@cghs.nic.in
4	NARKELDANGA, Flat No 27 & 28, Govt. Qtrs, Kolkata 700054	KO 4	2320 3998	nrkldg.ko@cghs.nic.in
5	SHYAMBAZAR, 7A, Kalachand Sanyal Lane, Kolkata 700004	KO 5	2555 6385	shybz.ko@cghs.nic.in
6	ISHAPORE Extension Counter, MSF, North Land Estate, Nawabganj, North 24 Parganas	Extension Counter of KO 5	2561 6464	
7	RAJDANGA, 179, Shantipally, Rajdanga Main Road, Kolkata 700106	KO 6	2441 5588	rjd.ko@cghs.nic.in
8	BHOWANIPUR KALIGHAT, 1-A, Satish Mukherjee Road, Kolkata 700026	KO 7	2464 1852	bhwnpr.ko@cghs.nic.in
9	BIDHAN SARANI, 168 Bidhan Sarani, Kolkata 700006	KO 8	2555 8034	bdhns.ko@cghs.nic.in
10	MINT COLONY, 9 Mint Guard Road, Kolkata 700053	KO 9	2401 0558	mntcly.ko@cghs.nic.in
11	BBD BAG, 5 Esplanade East, Kolkata 700069	KO 10	2262 2030	bbdb.ko@cghs.nic.in
12	SANTRAGACHI, Central Govt. Qtrs. Complex, Santragachi Press Colony, Howrah 711112	KO 11	2657 1526	sntrg.ko@cghs.nic.in
13	SALT LAKE AF, AF 209 & 210 Salt Lake, Kolkata 700064	KO 12	2337 4635	sltlkaf.ko@cghs.nic.in
14	AIRPORT, New Quarters, Dum Dum, Kolkata 700052	KO 13	2511 9442	airpt.ko@cghs.nic.in

15	LAKETOWN, P-112, Kalindi Housing Scheme, Kolkata 700089	KO 14	2522 2137	lktwn.ko.cgsh@nic.in
16	TOLLYGUNGE, Tollygunge Central Govt. Qtrs, Kolkata 700040	KO 15	2411 6059	tlygng.ko@cgsh.nic.in
17	SALT LAKE EB, EB 81 & 82 Salt Lake, Kolkata 700064	KO 16	2334 4849	sltlkeb.ko@cgsh.nic.in
18	MOTILAL GUPTA ROAD, 31, Motilal Gupta Road, Near Sodepur Bazar, KolkATA-700008	KO 17	2494 0109	mlgrd.ko@cgsh.nic.in
19	SALT LAKE IC, CGHS Complex , IC Block, Salt Lake, Kolkata 700106	KO 18	2335 1445	sltlkic.ko@cgsh.nic.in

ANNEXURE – C

EMPANELMENT OF CHEMIST FOR WELLNESS CENTRES IN KOLKATA(2019-2022)**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:

The
Additional Director, CGHS (Kolkata).
Dear Sir,

1. I / We hereby offer to supply medicines/drugs to CGHS Wellness Centre(s) in (Kolkata) as indicated in the Bid notice or to such Wellness Centers/hospitals/ units, you may specify in the acceptance of Bid at the rate given in the **BoQ** attached and agree to hold this offer open till _____. I / we shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I / we have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
3. I / we are fully aware of the nature of medicines/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 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 Acts 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, Kolkata, 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 1 WC to be typed in 1 row) Bidder can bid for any number of WCs in CGHS, Kolkata 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 Demand Draft enclosed for each WC – please refer to Annexure D	DD Number	Date of Issue of DD	Name of Bank

**The list of names of WCs is placed in Annexure D. Bidder has to fill 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 Kolkata that a bidder can bid for. More rows may be added to the above table according to the number of WCs applied for.

11. I/We undertake that in the on-line BoQ (Price Bid), I/We have quoted discounts, against the same Wellness Centre as mentioned above. I/We are also aware that in the on-line BoQ uploaded by me/us, the discount(s) for a WC(s) will not be considered, if requisite value of EMD has not been received physically against it.

SIGNATURE OF WITNESS

SIGNATURE OF BIDDER

NAME

NAME

ADDRESS:

ADDRESS:

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

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

Annexure-D

**LIST OF W.C.s FOR A.L.C. EMPANELMENT WITH E.M.D. & PERFORMANCE
SECURITY AGAINST EACH W.C.**

(A) Sl. No.	(B) Name of the Wellness Centre with Code	(C) Average Annual Turnover for last three years (in Rs.)	(D) EMD = 2% of (C) Rounded to Next Higher Thousand (in Rs.)	(E) PBG = 5% of (C) Rounded to Next Higher Thousand (in Rs.)
1	BELVEDERE KO 1	60,21,588	1,21,000	3,02,000
2	LAKE AREA KO 2	1,26,26,220	2,53,000	6,32,000
3	DOVER LANE KO 3	2,10,65,364	4,22,000	10,54,000
4	NARKELDANGA KO4	1,20,06,036	2,41,000	6,01,000
5	SHYAMBAZAR KO 5	2,61,99,192	5,24,000	13,10,000
6	ISHAPORE, Extn. Counter of KO 5	20,00,000	40,000	1,00,000
7	RAJDANGA KO 6	1,59,68,592	3,20,000	7,99,000
8	BHOWANIPUR- KALIGHAT KO 7	1,11,71,712	2,24,000	5,59,000
9	BIDHAN SARANI KO 8	96,28,548	1,93,000	4,82,000
10	MINT COLONY KO 9	1,37,06,076	2,75,000	6,86,000
11	B.B.D. BAG KO 10	1,61,08,416	3,23,000	8,06,000
12	SANTRAGACHI KO 11	62,22,972	1,25,000	3,12,000
13	SALT LAKE A.F. KO 12	91,15,764	1,83,000	4,56,000
14	AIRPORT KO 13	3,00,30,732	6,01,000	15,02,000
15	LAKE TOWN KO 14	1,12,46,868	2,25,000	5,63,000
16	TOLLYGUNGE KO 15	1,68,91,248	3,38,000	8,45,000
17	SALT LAKE E.B. KO 16	21,96,732	44,000	1,10,000
18	MOTILAL GUPTA ROAD KO 17	71,41,200	1,43,000	3,58,000
19	SALT LAKE I.C. KO 18	58,77,876	1,18,000	2,94,000

Annexure E

BANK MANDATE FORM FOR COMPANIES*(To be submitted along with physical form of EMD and also uploaded on CPP Portal)***ECS/NEFT/RTGS Facility for Receiving Payment**

Details of Account Holder

1.	Name of Company	
2	Bank Account No.	
3	RTGS/NEFT Branch Code	
4	Name of Bank	
5	Name of Branch	
6	Account type	
7	MICR No.	
8	BSR Code	
9	E- mail Id. of Company	
10	PAN of Company	
11	TAN of Company	
12	E-mail Id. Of Bank	
13	Tel. No. of Bank	
14	Address of Bank	

Date of Effect :

I /We hereby declare vthat 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.

Signature of Customer

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

(Bank Stamp)

Dated :

Signature of the Authorized Officer of the Bank

Please attach a photocopy of Cheque along with this Mandate Form

Annexure F**Vendor Details Form**

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

To be Typed on Letterhead of the Supplier

Type : Commercial
Name of Firm :
PAN No. :
GSTIN No. :
TAN No. :
Address :
City :
Country :
District :
State :
PIN Code :
Mobile No. :
Phone No. :
E-mail Id. :

BANK DETAILS

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

Signature of Vendor with Stamp

Date :

Annexure G**TENDER ACCEPTANCE LETTER**
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

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

S No	Item Description (Name of Wellness Centre)	Uniform Discount on printed MRP (Inclusive of all taxes) offered on all items of supply by bidder (%) to be filled by bidder as number	Net rate(L) = 100-Discout	Net Rate in words
1.	2	4	5	6
2.	KINDLY DO NOT FILL ANY FIGURES HERE			
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				

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 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 physically.**

..