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**GOVERNMENT OF INDIA
OFFICE OF THE ADDITIONAL DIRECTOR (HQ)
CENTRAL GOVERNMENT HEALTH SCHEME**

Dated: 30-8-2007

Note: The Envelope containing the Bid as well as subsequent communication should be addressed and delivered to:

From: CMO In charge Ayurvedic Store Depot,
Barrack No.8 & 10,
Bikaner House,
Shahjahan Road,
New Delhi 110 011

To,

Dear Sir,

On behalf of the President of India (hereinafter called the Purchaser) I invite Bid for the day to day supply to Central Government Health Scheme Ayurvedic/Unani dispensaries/units/hospital at Delhi/New Delhi at the dispensary or dispensaries which may be opened from time to time, medicines or drugs required on prescriptions, special or otherwise and which may not be stocked/available in the Ayurvedic/Unani Store Depot of the CGHS, the conditions of contract, which will given the contract made for those contained in the Schedule attached to the Bid Form. The bidder is to quote for the supply in accordance with the requirements stated herein and in the Schedule attached hereto in a sealed cover to CMO In charge Ayurvedic Store Depot, Barrack

No.8 & 10, Bikaner House, Shahjahan Road, New Delhi-110 011. The bidder can quote for only that zone/area (list attached) where his commercial establishment is located. Offers for multiple zones/areas shall be rejected out rightly.

1. PREPARATION OF BID :

The schedule to the Bid Form should be retained and should not be detached. If any modification of the schedule is considered necessary you should communicate the same by means of separate letter sent with the Bid.

2. SIGNING OF BID :

- a) The Bid is liable to be ignored; if incomplete information is given in respect of any date, documents asked for in the schedule to the bid, are not duly filled in or furnished.
- b) Individual signing the Bid or other documents concerned with the bid must specify whether he signs as :
 - i) A sole proprietor of the Firm, or Constituted Attorney of such Proprietor.
 - ii) A partner of the Firm, if it is a partnership concern in which case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.
 - iii) Constituted Attorney, if it is a company.

Note:

- a) In case of (ii) a copy of the Partnership Deed, General Power of Attorney, in each case duly attested by a Notary Public, as affidavit on a stamp paper to the effect that all the partners admit execution of the partnership agreement and authority of the General Power of Attorney should be furnished.
- b) 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.
- c) 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 himself with such other person if on enquiry, it appears that the person so signing has no authority to do so, the purchaser without prejudice to other Civil and Criminal remedies can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.

3. SUBMISSION OF BIDS :

The Bidders should submit their Bid in two envelopes:

- i) Envelop containing Bid Security.
- ii) Envelop containing Price Bid.

Envelop should super subscribed thereon “Bid Security” and “Price Bid”. Both these envelop are to be delivered in a SEALED COVER super subscribed thereon “Bid for supply of Ayurvedic/Unani medicine/drug to CGHS dispensaries” to the officers room.

Note: While opening the offers, envelop containing Bid Security will be opened first. The Bidders who have submitted required bid security in required form shall and be considered further for the opening of the Price Bid.

4. RECEIPT OF BID:

Bid must reach to CMO In charge, CGHS Ayurvedic Store Depot, Barrack No.8 & 10, Bikaner House, Shahjahan Road, New Delhi, Not later than 14-09-2007 (1.00 P.M.)

5. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

Quotation qualified by vague and indefinite expressions such as subject to immediate acceptance etc. will not be considered. The Bid must remain open for acceptance as per Clause No.2 of Schedule to Bid.

6. OPENING OF BID:

The Bidders are at liberty to be present or authorize a representative to be present at the opening of the Bids at the time, date and place as specified in the schedule. The name and address of the representatives who would be attending the opening of the Bid on your behalf should be indicated in the Bid.

7. PRICE

The bidder should quote uniform discount on retail price in percentage term in respect of all items of supplies to be made by them under the agreement. It should be noted that liability to pay any tax livable under the law, will be that of the bidder. The bidder should note this while quoting his discount. CGHS will pay only retail price of the medicine minus the discount agreed upon. The quoted offer shall remain valid for the entire duration of the term.

8. TERMS OF DELIVERY:

Will be as specified in the schedule to the Bid.

9. RIGHT OF ACCEPTANCE:

The purchaser does not pledge himself to accept the lowest or any Bid and reserves to himself the right of accepting the whole or any part of the Bid and the bidder shall supply the same at the rate quoted. The Bidder is required to Bid for the whole or any part or portion or to state clearly that the rates quoted shall apply only if the entire quantity is taken or purchased from the bidder. In the absence of such clear stipulation in the Bid, it

shall be presumed that the rate quoted will also be applicable in the event of acceptance or part of the Bid.

10. ACCEPTANCE OF THE BID:

The purchaser will communicate acceptance by a letter if it is acceptable to the purchaser. The formal acceptance of the bid will be forwarded to the bidder as soon as possible and the instructions contained in the letter should be complied with immediately. The issue of acceptance letter otherwise will conclude the contract enforceable under the law.

CMO In charge Ayurvedic Store Depot,
Barrack No.8 & 10,
Bikaner House,
Shahjahan Road,
New Delhi – 110 011.

Schedule to Bid No. _____

Bid should reach by **14-09-2007 at 1.00 P.M.**

Time and Date of opening Bid **14-09-2007 2.30 P.M.**

CONDITIONS OF CONTRACT

1. PERIOD OF CONTRACT

The local supplier will be appointed generally for a period of 2 (two) years from the date of appointment, unless short closed by Addl. Director (HQ) CGHS before that at his discretion. The date of appointment shall be communicated through letter of confirmation as described in the clause 23 of Schedule to Bid. (Acceptance of Bid)

2. BID VALIDITY:

Bid shall be valid for 90 days after specified date of submission of offers.

3. BID SECURITY

- i) The Bidder shall furnish, as part of its offer, Bid security of note less than an amount of Rs.25,000/- (Rupees Twenty Five Thousand only) in any of the following form :
 - a) A bank guarantee by a scheduled bank located in the Purchaser's country.
 - b) Demand Draft drawn on a nationalized bank payable to the Pay & Account Officer. CGHS-Delhi.
- ii) Any bid not secured in accordance with above will be out rightly rejected.
- iii) Unsuccessful Bidder's bid security will be discharged/returned as promptly as Possible.
- iv) The successful Bidder's bid security will be discharged upon the bidders submission of performance security.
- v) The bid security will be forfeited.
 - a) If a bidder withdraws its bid during the period of bid validity specified above.
 - b) In case of the successful bidder, if bidder fails to furnish performance security.

Note: Format of Bid Security for Bank Guarantee is enclosed.

4. **PERFORMANCE SECURITY :**

Within seven (7) days of the receipt of letter of confirmation, bidder shall furnish the performance security for an amount of Rs.1,50,000/- (Rupees One Lakh Fifty thousand only) either in the form of bank guarantee by a scheduled bank or Demand Draft No claim shall be made against the Govt. of India (Purchase) in receipt of interest, if any, due on the performance security. The performance security should remain valid during the entire duration of the contract.

5. **FORFEITURE :**

The amount of Performance Security shall be liable to be forfeited if any medicines supplied by the local supplier against the indents placed on them in pursuance of the contract are subsequently found as having been stolen from any where or are not conforming to quality. The Performance Security is also liable to be forfeited.

- i) if the local Supplier fails to adhere to the terms of the contract or
- ii) refuses to follow the contract performance or
- iii) Supplies sub-standard or spurious drugs.

6. **EVALUATION OF BIDS :**

The quoted price will be evaluated on the basis of uniform discount offered by the local supplier on the retail price in percentage terms in respect of all items of supplies to be made under the agreement.

- 7. Sufficient stock of standard quality of medicines at all times will have to be maintained by the supplier, to avoid inconvenience to the Govt./CGHS beneficiaries.
- 8. In case of failure or refusal on your part to supply the medicines to the beneficiaries, the contract is liable to be terminated/cancelled at suppliers risk and cost. Any extra cost involved in arranging supply from alternative source will be recovered from you.
- 9. The supplier will indicate batch number and name of manufacturer in the indents at the time of supplying the drug to the concerned CGHS Unit/Dispensaries/Hospital.
- 10. The medicines/drugs to be supplied will be of standard quality. In case it is found that any particular medicines date is expired and found not of standard quality, substandard or spurious, supplier will be liable to be black-listed for a period of 5 years besides other legal action that may be initiated. In case the supplier fails to supply indented drugs/medicines, the purchaser will be entitled to procure the same from other supplier and the supplier will be liable to reimburse in full the price paid by the purchaser. However the supplier will be allowed to claim what would be payable to him for the medicines as per agreed terms and conditions. In case of indent for specific brand of medicines, the same shall not be substituted.

11. **AUTHORITY SLIP :**

In case any 'By Hand' Authority Slip is given to a beneficiary by any medical authority of the Dispensary concerned, the medicine will be supplied immediately to the beneficiary for a period as mentioned in the slip or for 7 days which ever is less.

12. The Addl. Director (HQ), CGHS reserves the right to enter into parallel contract simultaneously or at any time during the period of this contract, with one or more supplier.

13. **LIFE PERIOD :**

Every medicine has its own life period mentioned on the label of medicine calculated from the date of manufacture. The life of article supplied should not have passed more than half year in the case of Short Life items and one year in the case of Long Life items from the date of manufacture at the time of supply.

14. **PACKED SUPPLIES :**

Supplies are required to be made in original packing of manufacturer and in only available packing approximately nearest to the total quantity demanded or any particular medicines/drugs on any particular day of each dispensary for one or more patients unless otherwise stipulated.

15. **COLLECTION OF PRESCRIPTION FOR SUPPLY :**

Local Purchase Indents on the basis of which supplies are to be made should be collected by the Local Supplier or his representative each day. The time and place of collection of prescription will be decided with the Local Supplier mutually by the Addl. Director (HQ) CGHS or any other place as may be approved from time to time.

16. **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.

17. **DELIVERY OF SUPPLIES :**

The delivery of supplies will be made on the same day as the collection of the Local Purchase Indent or at the latest by the next day at the premises of the dispensaries indenting the supplies or at the residence of the patient, in case of emergency or as directed. On no account should there be any delay or refusal.

18. ITEMS NOT AVAILABLE WITH THE LOCAL CHEMIST :

In case the Local Supplier for any reason fails to supply any items indented by the dispensary/dispensaries, the beneficiaries concerned shall be entitled to purchase the medicines from the open market. The Local Supplier will be liable to reimburse in full on the spot, the amount incurred by the respective beneficiaries on production of Cash Memo, duly certified by the M.O. In-charge or the dispensaries concerned. The Local Supplier shall be entitled to claim the amount from the CGHS, which will be limited to the extent admissible in terms of contract on the basis of accepted offer and other conditions of the contract.

19. ITEMS REQUIRED IN EMERGENCY :

When an emergency arises outside the working hours of the contract or on closed days, the purchaser or any officer duly authorized on this behalf by the Directorate of CGHS or the authorized Medical Attendant in the CGHS Dispensary may procure the items as required from the market, the amount being payable by the contractor will be reimbursed as provided in Clause 18 to 19 above.

20. WARRANTY :

The Bidder shall furnish along with the quotations the under noted warranty :

The Local Supplier do hereby declare that the medicines supplied under this contract shall be of the standard quality and in accordance with the specification as indented and if the articles are discovered not to conform to the description and the standard quality aforesaid have deteriorated (the decision of the purchaser in that behalf will be final and conclusive), the purchaser in that behalf will be entitled to reject the said articles or sub portion whereof as may be discovered not conforming to the said description and quantity. On such rejection such articles or such part thereof as the purchaser may decide will be replaced forthwith failing which the Local Supplier will have committed a breach of contract be liable to pay such damage as may arise by reason or breach of the conditions of the contract or otherwise.

21. RESERVATIONS :

The purchaser reserves the right to appoint any number of Local Suppliers for each zone. The purchaser also reserves the right to allocate, reallocate the dispensaries, existing and new ones under the CGHS that may be set up during the currency of the contact, in order to decide which contract shall normally serve which group without prejudice to the right emergency purchaser can be offered from any of the contract irrespective of such allotment of group of dispensaries to each Local Supplier for purchase of normal suppliers.

22. ACCEPTANCE OF BID :

The purchaser will be communicated by a letter of confirmation, in case the acceptance of the Bid will be forwarded to you as soon as possible but the instruction

Contained in letter should be noted upon immediately. The acceptance of letter or otherwise will conclude the contract enforceable under the law.

23. RIGHT OF ACCEPTANCE :

The purchaser does not pledge himself to accept the lowest or any Bid and reserves to himself the right of accepting the whole or any part of the Bid and you shall supply the medicines at the rate quoted.

24. DOCUMENTS ESTABLISHING BIDDERS ELIGIBILITY AND QUALIFICATION :

Bidder shall furnish, as part of its bid, document establishing the bidder's eligibility to bid and its qualification to perform the contract if the bid is accepted, the following documents:

- i) A certification from the State Drug Controller _____ or an affidavit stating that there is no case pending against the firm under the Drugs & Cosmetics Act and the rules made there under.
- ii) Sale Tax registration certificate from the concerned STO (Sales Tax Officer).
- iii) Last Sales Tax clearing certificate from the concerned STO (Sales Tax Officer).
- iii) The turnover of the bidder should be at least Rs.20 (Twenty) lakhs in the last financial year. The bidder must submit the documentary evidence like profit & loss A/c statement, audited balance sheets in support of their claim.

25. One Local Supplier can quote for only that zone where his commercial establishment is located; offers for multiple zones shall be rejected out rightly. The suppliers near by the vicinity of the dispensary meeting all the requirements may be preferred, however this could not be considered as the only criteria for appointment. The list of groups/zones is attached.

26. PRESENTATION OF BILL

- i) The local chemist shall present the bill for the supplies made during each fortnight within ten days of closing of each respective fortnight. The bill should clearly indicate in detail of the supply made each day. The bill should clearly indicate the details e.g. Name of the item, Name of Manufacture, batch no. & expiry date, prescription slip no. with date, rate, discount as per contract etc. or any other such information required by the purchaser.

ii) The bill shall be supported by following:

The original indent along with the certificate in the prescribed form of the receipt of the Medical Officer In charge of the dispensary under his/her signature, with date, seal of the office shall accompany bill charged for the items indented giving name/names of the drugs, their quantity and rate charged. The incomplete bills not equipped by any of the particulars mentioned above, will be disallowed and no payment shall be made.

27. PAYMENT :

The local supplier shall claim payments twice a month. Payments of the bills prescribed in complete forms and in time as stated in para 27 above will normally be arranged in 3 to 4 weeks from the date of the presentations. However, no claim shall be made by the contractor against the Government of India in respect of interest or damages in case the payment is delayed for any reasons beyond the control of Government of India.

28. ARBITRATION CLAUSE :

In case of any dispute between the purchaser and the local supplier, arising under the contract or in regard to the interpretation of the terms and conditions of the contract (except as to any matters the decision of which is specially provided for by these or special conditions), decisions of the Director General of Health Services or any other officer nominated by him to act as sole Arbitration in the dispute shall be final and binding on both the parties to this contract. Subject to aforesaid, the Arbitration and Conciliation Act, 1996 and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi/Delhi in India.

**(ADDL. DIRECTOR (HQ)
CENTRAL GOVT. HEALTH SCHEME
For and on behalf of the President of India
(The Purchaser)**

BID SECURITY FORM

Whereas _____ (hereinafter called "the Bidder") has submitted its bid dated _____ 2007 _____ for the supply of _____ (hereinafter called "the Bid") _____ KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ bound unto _____ (hereinafter called "the Purchaser") in the sum of _____ Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ Month _____, 2007.

THE CONDITIONS of this obligation are:

1. If the Bidder:

Withdraws its Bid during the period of bid validity specified by the Bidder.

1. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :
 - a) fails or refuses to execute the Contract Form if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the requirements of the bid document

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that, in its demand, the Purchaser will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred conditions or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the bank not later than the above date.

(Signature of the Bank)

PERFORMANCE SECURITY FORM

To: _____(Name of Purchaser)

Whereas _____(Name of Supplier)

Hereinafter called “the supplier” has undertaken, in pursuance of Contract No. _____ Dated _____ 2007 to supply _____ (Description of goods and Service) hereinafter called “the Contract”.

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee :

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of _____ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. This guarantee is valid until the _____ day of _____ 2007.

Signature and Seal of Guarantors

Date :

Address : _____

PRICE BID

Full name and address of the tender in addition to telephone No. and P.O. Box No. if any should be quoted in all the communications.

From :

To :

CMO Incharge Ayurvedic Store Depot,
Barrack No.8 & 10,
Bikaner House,
Shahjahan Road,
NEW DELHI – 110 001.

Dear Sir,

I/We hereby offer to supply medicine/drugs to CGHS dispensaries in _____ as indicated in the tender notice or to such dispensary you may specify in acceptance of tender at the rate given below:

1. Uniform Discount on the Retail Price offered on all items of Supply –

a) _____

(In percentage term)

b) _____

(In words)

2. I undertake to pay all taxes, as required under law, on aforesaid supplies. Purchaser (CGHS) will pay only the Retail Price less the above quoted discount.

3. I also undertake to keep the above quoted rate of discount on the Retail Price on all items of supplies valid till duration of this agreement.

4. I/We understood the instruction to the tenders and conditions of contract in the schedule to the Tender form and accept them, subject to paragraph thereof.
5. I/We/am are fully aware of the nature of stores required and my/our offer is to supply stores strictly in accordance with your requirements.
6. I/We agree to arrange supplies in accordance with the nomenclature, specifications and packages given in the schedule to tender, Deviations, if any, are indicated here.

Sd/-
(Bidder)

**CGHS AYURVEDIC DISPENSARIES MADE IN ZONEWISE FOR THE PURPOSE
OF FLOATING OF TENDER FOR APPOINTMENT OF LOCAL CHEMISTS**

ZONES

1. CENTRAL ZONES

- I. CGHS AYURVEDIC HOSPITAL AND DISPENSARY/UNIT, ALIGANJ, LODHI ROAD, NEW DELHI
- II. CGHS AYURVEDIC DISPENSARY, NORTH AVENUE, NEW DELHI.
- III. CGHS AYURVEDIC DISPENSARY, GOLE MARKET, NEW DELHI.
- AND
- IV. CGHS UNANI DISPENSARY, SAROJINI NAGAR, NEW DELHI.
- V. CGHS UNANI UNIT, NARAINA, NEW DELHI.
- VI. CGHS UNANI UNIT, SHAHDARA, NEW DELHI.
- VII. CGHS UNANI UNIT, DARYA GANJ, NEW DELHI.
- VIII. CGHS UNANI UNIT, SOUTH AVENUE, NEW DELHI.

CHECK LIST FOR INSPECTION OF LOCAL CHEMISTS (A&U)

| | | |
|----|--|--|
| 1 | Firm's Name & Address & Tel. No. | |
| 2 | Bidder's/Authorized Person's Name & Signature with date & time | |
| 3 | Establishment's Location/Parking/Accessibility | |
| 4 | Distance from the units applied for a) b) c) d) | |
| 5 | Stock position of Drugs | |
| 6 | Man Power | |
| 7 | Pharmacist | |
| 8 | S/T Registration | |
| 9 | TIN Number | |
| 10 | STCC | |
| 11 | Non-Conviction Certificate | |

| | | |
|----|---|--|
| 12 | Audited P/L Account – Turnover | |
| 13 | PAN | |
| 14 | Status of Bidder (individual or partner or company) | |
| 15 | Bank Account Details | |
| 16 | Remarks of Inspection Committee | |

Dr. S. Madhvan
Adv. (Ay.) II AYUSH

Dr. S.K. Sharma, Ady. (AY) I AYUSH,
Additional charge
M.S.CGHS Ay. Hospital

Dr. S.A.R. Zaidy
C.M.O. I/C UMSD

Sh. R.K. Prasad
Account Officer CGHS

Dr. Anand.T. Gudivada.
C.M.O. I/C ASD

