GOVERNMENT OF INDIA
MINISTRY OF DEFENCE
EX-SERVICEMEN CONTRIBUTORY HEALTH SCHEME

TENDER NOTICE

Open Tender Notice No. 227/28/ECHS EAST DELHI/ALC/2020

EMPANELMENT OF LOCAL CHEMISTS FOR ECHS POLYCLINIC EAST DELHI, SHAHDARA FOR A PERIOD OF TWO YEARS

Applications are invited from reputed **Local Chemists/ CGHS empanelled Chemists** for empanelment to supply not available, emergent, life saving and essential drugs on as required basis to ECHS Polyclinic East Delhi, Shahdara.

Eligibility Criteria:-

1. The chemist must hold valid license(s) as on the date of submission of bid (continuously valid for last two years 2018-19 & 2019-20) in specified forms (Form 20, 20-B, 21, 21-B and 21-C) issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940. The successful Bidder will further ensure that their license(s) remain valid on the date of bid opening and till the end of the contract period.

2. The chemist must not have been convicted by the State drugs authorities and no case should be pending under the Drugs and Cosmetics Act/ Rules.

3. Annual Turnover of the bidder (from CGHS/ECHS & sources other than CGHS/ECHS) in the previous two financial years should not be less than Rs. 30,00,000/- Rupees Thirty Lakh only. The bidder has to submit an Audited Balance Sheet with Profit and Loss statement of the previous two years (2017-18& 2018-19) in support thereof. The turnover from outside ECHS/CGHS should not be less than Rs. 15,00,000/- Rupees Fifteen Lakh in each of above two financial years in case the chemist being empanelled with them.

4. The chemist shop should be situated within the ECHS East Delhi covered area, i.e. in East Delhi/ Delhi. The chemist should be capable of supplying medicines to ECHS PC East Delhi as per ECHS guidelines for ALC available on ECHS website.

5. Latest GST paid Challan with no dues (GST clearance) should be available with the bidder.

6. The firm/owner should be registered with all applicable IT agencies (Copy of PAN to be attached).

Enquiries will be entertained commencing 17 Oct 20 between 0900h - 1400h on all working days till 01 day prior last date for submission of bids. Clarification, if any, will be issued in respect of those clauses only, where changes are made, online at DPP OR ECHS website under relevant tender head. No individual correspondence shall be made/ entertained.

GOVERNMENT OF INDIA
MINISTRY OF DEFENCE
EX-SERVICEMEN CONTRIBUTORY HEALTH SCHEME

Open Tender Notice No. 227/28/ECHS EAST DELHI/ALC/2020

TENDER DOCUMENT

FOR

EMPANELMENT OF AUTHORIZED LOCAL CHEMISTS (ALCs) FOR ECHS POLYCLINIC IN EAST DELHI FOR A PERIOD OF TWO YEAR

The Ex-Servicemen Contributory Health Scheme (ECHS) is providing comprehensive medical care facilities to the Ex-Servicemen (Army/Navy/Air Force)/ dependents/ eligible beneficiaries. As part of this scheme, the beneficiaries are entitled to medical consultation, cashless treatment at empanelled hospitals and supply of medicines/drugs from the ECHS Polyclinics. ECHS aspires to ensure timely supply of medicines/drugs to its beneficiaries. With this objective, the Station Commander (Navy), Delhi on behalf of the President of India, invites tenders from the eligible local chemists/ CGHS empanelled chemists for supply of not available, emergent, life saving and essential drugs on as required basis to the ECHS Polyclinic, East Delhi, Shahdara. Bidders are advised to check terms & condition for ALC on ECHS website.

Scope of Work

Scope of Work	**Empanelment of Authorised Local Chemist(s) (ALCs) for ECHS Polyclinic East Delhi**
EMD	**Rs.20,000/- (Rs. Twenty thousand only) To be submitted in the form of Bank Guarantee**

Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website www.echs.gov.in/Tender OR DPP portal

Critical Date Sheet

Tender No. and File No.	227/28/ECHS EAST DELHI/ALC/2020
Name of Organization	Ex-Servicemen Contributory Health Scheme
Date of Issue/Publishing	17/10/2020
Document Download Start Date	17/10/2020
Clarification Start Date	17/10/2020 (0900-1400 Hrs) (on all days excluding Sun/Closed Holiday)
Clarification end Date	26/10/2020 (at 1400 Hrs)
Bid Submission start date	18/10/2020 (1000 Hrs onwards)
Last date for bids (along with relevant documents) to reach ECHS cell (Navy).	27/10/2020 till 1700 Hrs
Date and Time of Opening of Technical and Commercial Bids	28/10/2020 at 1100Hrs
Address for submission of bids.	(By registered post/courier) ECHS Cell (Navy), Station Headquarters, INS India Dara Shukoh Road, New Delhi – 110011 **Bids may also be dropped in earmarked Tender Box kept at INS India Main gate**.
Website	**http://echs.gov.in**
Email	echscellinsindia@gmail.com. **Please mark emails with sub-ALC empanelment/Oct20**.
Telephone No for clarification	011-22132284 ECHS PC, East Delhi

SECTION – I

1. **Scope of Work**

The empanelled chemist to be known as Authorized Local Chemist (ALC) will supply not available, emergency, life saving & essential drugs on as required basis in the stipulated time frame to ECHS Polyclinic East Delhi.

2. **Eligibility**

2.1 The chemist shop should be in existence continuously for at least last two financial years.

2.2 The chemist shop should be situated within the ECHS East Delhi covered area OR within Delhi.

2.3 The annual turnover of the bidder should not be less than Rs 30,00,000/- (Rupees Thirty Lakh only). At least Fifteen Lakh of the turnover in each of the last two Financial years should be from outside CGHS/ECHS. The bidder has to submit audited Balance Sheet with Profit and Loss statement of the previous two years in support thereof. Proprietors may submit relevant documents in support.

2.4 The chemist must hold a valid license continuously for last two years 2018-19 & 2019-20 issued by Drug Controller Authority of the State for running the chemist shop namely Form 20, 20-B, 21, 21-B & 21- C, under the Provisions of Drugs and Cosmetics Act 1940 and subsequent amendments as on the date of submission of Bid and also on the date of Bid opening. The successful Bidder will further ensure that their licenses remain valid till the end of the contract period (Copy of all the relevant documents has to be attached with the bids).

2.5 The chemist must not have been convicted by the State drugs authorities and no case should be pending under the Drugs and Cosmetics Act/ Rules against him and he should submit 'Non Conviction Certificate' from the State Drug Controller or Authorized representative.

2.6 A copy of the latest VAT/GST deposit Challan with no dues should be available. A copy of the same to be attached with bids documents.

2.7 EMD and Bid to be deposited in tender Box at Station HQ (Navy), INS India, New Delhi. Latest by 1700h on 27 Oct 20. No bids will be entertained thereafter. Responsibility for bids reaching on time to ECHS Cell (N) Stn HQ remains with the bidder.

3. **Cost of Bidding**

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

4. **Clarifications**

The prospective bidders are free to ask for any additional information and seek clarifications concerning the work either in writing/orally/online during prescribed time window. The clarifications given shall be common and applicable to all. No individual correspondence shall be entertained by ECHS authorities thereafter with the prospective bidders/their representatives.

5. **Availability of Tender**. The tender document is available at DPP Portal and ECHS website www.echs.gov.in/Tender

6. **Bidding procedure, Signing and Submission of Bids**

6.1 The bidder must submit his bid in two parts as mentioned below:

Part 1:- **Called "Technical Bid" which shall contain**:- (CGHS Authorised Chemists need not participate in this. However, will be required to submit copy of empanelment contract, EMD and price bid).

(a) **Earnest Money**: - (Bank guarantee format attached as Annexure A)

The bidders are required to submit an EMD of Rs. 20,000/- (Rupees Twenty Thousand only) through a Bank Guarantee in the name of **"Station Commander (Navy), ECHS Cell INS India** as Earnest Money. The Bank Guarantee must be issued by a scheduled Bank. Original Bank Guarantee should be sent to the ECHS Cell (Navy), Station Headquarters, INS India, Dara Shukoh Road, New Delhi - 110011 or to be deposited by hand at the above address well before the last date and time of bid submission **(Ref Critical date sheet)**. The Bid of those bidders will not be opened where the EMD is not received physically as stated above.

(b) **Documents establishing Bidders eligibility (Technical Bid).The following documents should first be self attested by the authorized signatory of the bidder and then should be sent as mentioned below.**

(i) Scanned copy of EMD (Annex A) for Rs. 20,000/- (Rupees Twenty Thousand only). The Bidder will also forward ECS Mandate form with details of bank address, Account No. etc& a copy of the cancelled Cheque for refund of EMDs.

(ii) Duly attested copy each of the valid Drug Licenses for the last two financial years 2018 - 19 & 2019- 20 and each of valid license held by the bidder as on the date of submission of Bid in specified forms (Form 20, 20-B, 21, 21-B and 21-C) issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940. The successful Bidders will ensure that their licenses remain valid on the date of bid opening and till the end of the contract period.

(iii) Scanned copy of Declaration of Bidder as per Annexure - D duly signed.

(iv) Copy of the relevant deeds e.g. Proprietorship/ Partnership Deed or as per clause 5.2 (b) i, ii, iii, of the tender document.

(v) Photocopy of latest VAT/GST Deposit Challan with no dues.

(vi) Non conviction certificate from State Drugs Controller.

(vii) Scanned copies of the audited balance sheets for the last two financial years 2017-18 & 2018-19 to establish the turnover of the bidder.

OR

Scanned copy of PAN Card of Proprietor or the firm as the case may be & ITRs for the last two financial years 2017-18 & 2018-19.

(viii) An undertaking on the letter head of the Firm/Company to the effect that "The Bidder has gone through all the Terms & Conditions of the Tender document & the same are acceptable to the Tenderer". Scanned copy of the undertaking to be signed by the authorized signatory (Annexure-C).

(ix) Copy of affidavit stating that the contract of the bidder, if empanelled earlier, was not terminated by ECHS in the preceding three years.

All pages should be numbered in the same order as above and the check list for above documents showing page no. should be included along with the documents.

Part 2:- **Called "Commercial Bid" which shall contain**:-

Main Price Bid as provided in the tender. Price Bid as per Annexure G will be deposited along with EMD **in a separate envelope** marked **Price Bid.**

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

6.2 (a) The Bid is liable to be rejected, if the requisite information/ documents have not been furnished as asked for in Clause – 6.1 (b).

(b) Individual signing the Bid and other documents must specify whether she/he signs as:

(i) A sole proprietor of the firm, or constituted attorney of such proprietor.

(ii) A partner of the firm, if it is a partnership firm and in this case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.

(iii) Constituted Attorney/Authorized Signatory, if it is a company.

Notes: -

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

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

3. 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, Station Commander, Station Headquarters (Navy) INS India 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.

6.3 Period of Validity of Bids

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

6.4 Period of Contract

The contract shall initially be for a period of two year from the date of the signing of contract. However, the contract is to be reviewed on completion of 01 year and may be terminated if performance remains unsatisfactory to the user. Station Commander (Navy) will have full powers and discretion to terminate the contract without having to give any reason/ justification for the same.

6.5 Right to Accept/Reject any Bid

The Station Commander (Navy), Station Headquarters, INS India 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 ECHS' action. The Station Commander (Navy) doesn't pledge himself to accept the highest discount offering Bid or any Bids 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.

6.6 **PERFORMANCE SECURITY GUARANTEE (PBG)**

(a) The successful bidder will have to furnish a Performance Security for an amount equivalent to 2% of the expected business (in respect of each Polyclinics to be allotted to him in the form of a Bank Guarantee favouring **"Station Commander, Station Headquarters (Navy),** valid for 6 months beyond the term of the contract, issued by a scheduled bank as per format at **Annexure – B**

(b) No claim shall be made against Government of India/ Station Commander (Navy), Station Headquarters/ ECHS Polyclinic East Delhi in respect of interest accrued, if any, due on the Performance Security Deposit.

6.7 **Corrupt or Fraudulent Practices**

(a) ECHS requires that the Bidders observe the highest standards of ethics and conduct during the tender process and afterwards during the execution of such contract.

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

(i) "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.

(ii) "Fraudulent practice" means misrepresentation or concealment of any material facts in order to influence the tender process or execution of a contract to the detriment of ECHS, and includes collusive practice among Bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive ECHS of the benefits of free and fair competition.

(c) ECHS 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;

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

(e) Any concealment of fact like blacklisting or non-performance in earlier contract will make the Bid inadmissible.

(f) In event of the firm/ vender being convicted of any fraud by any other Govt. agency/ court, the bidder will automatically forfeit the contract at any stage.

6.8 **Forfeiture**

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

(a) To sign the contract in accordance with the terms and conditions, And / or

(b) To furnish Performance Security as specified in the terms and conditions.

7. **Submission of Bids**

The Bidders will submit all the Bid documents using Registered mail or in person to tender box earmarked for the same at Stn HQ (Navy) INS India, Dara Shukoh Road, New Delhi - 110011

7.1 Last date for bids to reach INS India is given at critical date sheet.

7.2 In case, the day of bid opening is declared Holiday by Govt. of India, the next working day will be treated as day for opening of bids. There will be no change in the timings.

7.3 Bids NOT submitted as per the specified format and nomenclature will not be entertained.

7.4 Conditional/Ambiguous bids will not be interested.

7.5 The offers submitted by telegram/ fax/ e-mail etc. shall **NOT** be considered. No correspondence will be entertained on this matter.

7.6 Responsibility for bids to reach in time rests with the bidder.

8. **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 this contract. The quoted offer of discount shall be on the MRP inclusive of all taxes and shall remain firm and fixed for the entire duration of the contract. Minimum 15%discount on MRP is mandatory for bids to be eligible.

9. **Inspection of Bidder's 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 is liable to be inspected by a team of authorised officers/personnel detailed by Station Headquarters (Navy), Delhi for:-

(a) Physical verification of location of the retail shop within the prescribed limits.

(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) Assess availability of adequate stock of medicines and financial viability etc. 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.

10. **Opening of Bids**

Bids shall be opened at ECHS Cell (Navy) INS India as per critical date sheet.

10.1 Bids (complete in all aspect) received along with Bank Guarantee of EMD (Physically) will be opened in presence of bidders representative who wish to remain present. Bid received without EMD will not be entertained.

10.2 Price bid of only those bidders, who are found eligible as per eligibility criteria, will be opened subsequently for further evaluation.

11. **MISCELLANEOUS:** -

11.1 **The Station Commander, Station Headquarters (Navy),** reserves the right to enter into parallel contracts simultaneously or at any time during the period of contract, with one or more eligible chemists.

11.2 Bids declared L1 will be shared with L2 & L3 bidders. If L2& L3 bidders agree to L1 price (in writing) a parallel rate contract will be considered with L2 & L3 venders.

11.3 Empaneled chemist shall attend the meetings fixed by the Local Advisory Committee in the Polyclinic as and when called for.

11.4 Those chemists, whose contracts had been prematurely terminated by ECHS during the last three years on charges of substitution of medicines, over charging, misbehavior with ECHS beneficiaries/Officers, non-adherence to the terms and conditions of contract, or any other fraudulent/ malpractice etc., shall not be considered for empanelment as authorized local chemist under ECHS. An affidavit that the contract of the bidder (in case the bidder was earlier empanelled) was not prematurely terminated by ECHS in the preceding three years shall be submitted.

11.5 The successful Bidder’s Earnest Money will be discharged upon the Bidder executing the Contract and furnishing the Performance Security (PBG). Unsuccessful Bidder's Earnest Money will be discharged/ returned within 30 days after the expiration of the period of tender offer validity prescribed by the ECHS Cell (Navy).

11.6 If there is no eligible bidder for the Polyclinic, the empanelled chemists of the other Polyclinics within Delhi NCR, with highest offered rate of discount in

the zone will be considered for empanelment, failing which the Chemist with next highest discount in the zone will be offered the contract, if otherwise eligible, and so on.

11.7 CGHS empanelled local chemist will be considered deemed empanelled. CGHS empanelled local chemist if willing to participate will be required to forward following documents:-

(a) Copy of existing contacts with CGHS.

(b) Willingness to enter into contact for ALC with ECHS Polyclinic East Delhi, on terms & conditions prescribed above.

(c) PBG

(d) Copy of last purchase under placed by the CGHS Polyclinic.

(e) PAN and other relevant documents of firm/owner.

SECTION – II

CONDITIONS OF CONTRACT

1. **Collection of Indent for Supply**

The Authorized Local Chemist or his representative shall receive local purchase indent online through internet from the Polyclinic(s) during the time allotted before the specified closing hours from the allotted Polyclinic (s). The indent will be raised for not available, emergent, life saving and essential drugs on as required basis.

2. **Delivery of Medical Supplies**

The delivery of supplies in full shall be made within 24 Hrs of receipt of indent at the premises of the Polyclinic or in case of emergency at the residence of the patients as directed by O i/C of the Polyclinic.

3. **Non Substitution**

All drugs supplied will be GENERIC in nature. In case of indent for specific brand of medicines, the brand shall not be substituted.

4. **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. ECHS may direct ALC to supply medicines in bar coded packets for respective individuals/beneficiaries.

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. **Online Connectivity with the Polyclinic**:

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

7.1 **Presentation of Bills**:

(a) The Authorized Local Chemist shall present the bill to respective PC for the supplies made during Month within ten days of closing of month. The bill should clearly indicate the details of the supplies made each day such as name of the item, name of manufacturer, batch No., date of manufacture & expiry date, name

of beneficiary, beneficiary ID No. with date, rate, discount as per contract etc. and any Other information required by the ECHS.

(b) The bill shall be supported by the original indent along with the certificate from the Officer In charge of the Polyclinics under his/her signature, with date, seal of the office for receipt of the items indented. Incomplete bills not accompanied by any of the particulars mentioned in (a) above will not be entertained.

(c) Bills will be subsequently cleared by ECHS Cell (Navy) through CDA as per ECHS procedures.

8. **Period up to which Supply Orders can 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.

9. **Performance Security**

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

(a) Fails to adhere to the terms of the Contract or
(b) Supplies any sub-standard, spurious drugs or substitute medicines.
(c) Delays supplies.
(d) Over charges
(e) If the chemist is found engaged in corrupt and fraudulent practices including subcontracting.
(f) The Chemist should not stop the supplies of the medicines/drugs without giving 30 days notice.

10. **Deductions for Delay/ Default**.

10.1 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.

10.2 The indented drugs shall be supplied in full within 24 hrs at the premises of the Polyclinic. In case of emergency, the indented drugs shall be delivered at the residence of the patients as directed by O i/C of the Polyclinic. In the event of non-supply of indented medicines in time as aforesaid, Rs. 500/- will be deducted from the bill of the Chemists for each day or part there for delay in respect of each order/indent.

11. **Termination for Default**.

Station Commander (Navy), Station Headquarters, INS India 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 there of:-

(a) If the bidder fails to provide any or all of the services within the period (s) Specified in the Contract

(b) If the bidder fails to perform any other obligation(s) under the Contract.

(c) If the bidder, in the judgment of the ECHS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract including sub-contracting.

12. **Reservation of Right for Appointment of more Chemists for each ECHS Polyclinic**.

The Station Commander (Navy), Station Headquarters, INS India reserves the right to appoint any number of Authorized Local Chemists for ECHS Polyclinic East Delhi. The Station Commander (Navy) also reserves the right to allocate, reallocate the Polyclinic, existing and new ones, under the Stn HQ that may be set up during the currency of the contract. 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.

13. **Supply of Medicines**.

13.1 Sufficient stock of standard quality of medicines at all times will have to be maintained by the chemist, to avoid inconvenience to the ECHS beneficiaries.

13.2 In case of failure or refusal on chemist's part to supply the medicines to the purchaser/ beneficiaries within the time as provided in the relevant clauses of this Tender document, the contract is liable to be terminated /cancelled at chemist's risk and cost. Any additional cost involved in arranging supply from alternative source will be recovered from the chemist. This will be in addition and without prejudice to the deduction in clauses 10.1 & 10.2.

13.3 The chemist will indicate batch number, name of manufacturer, date of expiry of drugs indented in the relevant columns of the Indent sheet at the time of supplying the medicines/drugs to the concerned ECHS Polyclinic(s).

13.4 The medicines/drugs to be supplied shall be of standard quality. In case it is found that a drug/ medicines is expired or is near the date of expiry, found not of standard quality, substandard or spurious, supplier's (Appointed Authorized Local Chemist) firm will be liable to be debarred for a period of 3 years/ or as decided by the ECHS, besides other legal action that may be initiated against them as per law. In case the supplier fails to supply indented drugs/medicines, the ECHS / beneficiary will be entitled to procure the same from other chemist and the supplier will be liable to reimburse in full the price paid by the ECHS / beneficiary. However the chemist will be allowed to claim what would be payable to him for the medicines as per the agreed terms and conditions.

13.5 The designated chemist shall deliver the indented medicines in separate packets for each and every individual beneficiary.

13.6 **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 an event which is not foreseeable. Such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. If a force majeure situation arises the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

14. Indemnity

The bidder shall indemnify the ECHS/ Stn HQ (Navy), INS India 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 ECHS 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 ECHS 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 ECHS and will not hold the ECHS responsible or obligated. The Station Headquarters (Navy)/ ECHS will not be responsible for any loss of life and/or material due to act of the vendor/ bidder and bidder shall be safely responsible to deal with any law suit arising of it.

15. Payment

The Authorized Local Chemist shall submit claims for payment of bills once in 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/ Station Commander (Navy)/ ECHS 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 ECS Mandate form with details of bank address, Account No. etc and a copy of the cancelled Cheque.

16. Arbitration

(a) 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 Administrative Authority (Navy) at Delhi, NCR. 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 ECHS Polyclinic East Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the 'Award'), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation/ presentation shall be borne by the party itself.

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

17. **Notices**.

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

ECHS*: Station Headquarters (Navy), ECHS Cell, INS India, Dara Shukoh Road, New Delhi - 110011

Bidder*

_____

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

_____ X_____X_____

Annexure A

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

To,
The President of India
Acting Through
Station Commander (Navy),
INS India
Dara Shukoh Road
New Delhi - 110011

WHEREAS _____(Name of Chemist) has undertaken to partake in Tender Notice No. F.No. _____ dated _____ for EMPANELMENT OF LOCAL CHEMISTS FOR ECHS POLYCLINIC EAST DELHI SHAHDARA FOR A PERIOD OF TWO YEAR hereinafter called "the Tender". AND WHEREAS it has been stipulated by you in the said Tender that the Chemist submitting a Tender for empanelment shall furnish you with a bank Guarantee by a nationalized bank for the sum specified therein as Earnest Money Deposit in accordance with the Tender.

AND WHEREAS we have agreed to give the Chemist a guarantee:-

THEREFORE WE (_____Name of the Bank) hereby affirm that we are Guarantors and responsible to you, on behalf of Chemist (herein after referred to "the Second Party")for an amount up to a total of Rs 20,000 (Rupees Twenty Thousand only) and we hereby irrevocably, unconditionally and absolutely undertake to immediately pay you, upon your first written demand declaring the Second Party to be in default under the Tender and without cavil or argument, any sum or sums within the limit of Rs 20,000 as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the (120 days from date of Bid opening).

1. This Guarantee shall be incorporated in accordance with the laws of India. We represent that this Bank Guarantee has been established in such form and such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

2. The Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or of the second party.

Date Signature and Seal of Guarantors

ANNEXURE - B

PERFORMANCE SECURITY BANK GUARANTEE

(For an amount of 2% of the expected business in respect of ECHS Polyclinic(s) allotted to him for supply of drugs/ medicines) (Ref Section I Para 5.6 (a)).

To,
The President of India
Acting Through
Station Commander (Navy),
INS India
Dara Shukoh Road
New Delhi - 110011

WHEREAS _____(Name of successful bidder) hereinafter called "Successful Bidder" has undertaken purchase Contract No._____ dated,_____ for EMPANELMENT OF LOCAL CHEMISTS FOR ECHS POLYCLINIC EAST DELHI At SHAHDARA FOR A PERIOD OF TWO YEAR hereinafter called "the Contract" in pursuance of Tender Document No. _____ dated _____-issued by Station Commander (Navy), ECHS Cell, INS India, New Delhi - 110011

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. _____ and we undertake to immediately pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

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

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

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

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

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

Signed and sealed this _____ day of_____ Month _____ Year

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

2020/21 at

ANNEXURE-C

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

Date:

To,

Station Commander (Navy)
INS India
Dara Shukoh Road
New Delhi - 110011

SUB: ACCEPTANCE OF TERMS & CONDITIONS OF TENDER.
TENDER REFERENCE NO: _____ DATED _____

NAME OF TENDER: - EMPANELMENT OF LOCAL CHEMISTS FOR ECHS POLYCLINIC EAST DELHI, SHAHDARA FOR A PERIOD OF TWO YEARS)

Dear Sir,

1. I/ We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender' as per your advertisement, given in newspaper _____ dated _____.

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 1 to 26 (including all documents like annexure(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/ organisations (if any) 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.

6. We have certified all queries regarding the nature of contract from promulgated site/ phone no.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE – D

DECLARATION BY BIDDER

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

To:
Station Commander (Navy)
ECHS Cell (Navy),
INS India
Dara Shukoh Road
New Delhi - 110011

Dear Sir

1. I / We hereby offer to supply medicines/drugs to ECHS Polyclinic East Delhi Shahdara as indicated in the Bid notice in the acceptance of Bid at the rate given in Price Bid 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 ECHS on as requirement basis.

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 any other subsequent rules made there under later.

6. My / our shop is situated within ECHS PC East Delhi Covered Area.

7. My / our firm has not been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and Rules.

Signature of Witness

Name:
Address:

Date:

Signature of Bidder

Name:
Address:

Date:

ANNEXURE-E

List of the ECHS Polyclinic

Station Headquarter	Name of the Polyclinic	Tender ID
Delhi Area, New Delhi	ECHS PC East Delhi, Shahdara	

ANNEXURE-F

List of the ECHS Polyclinic

Station Headquarter	Name of the Polyclinic	Expected Business per year (In Rs)	Performance Security (2%) (In Rs)	EMD (Rs
Delhi Area, New Delhi	ECHS PC East Delhi, Shahdara	30,00,000/-	60,000/-	

ANNEXURE – G

EMPANELMENT OF LOCAL CHEMISTS FOR ECHS POLYCLINIC EAST DELHI FOR A PERIOD OF TWO YEARS)

Tender Reference No: _____dated _____

PRICE BID

From:

Complete address of the bidder (Aadhar no. if applicable) with Phone/ Fax & Mobile No.

To:
Station Commander (Navy)
ECHS Cell (Navy)
INS India
Dara Shukoh Road
New Delhi - 110011

Dear Sir,

1. I/We hereby offer to supply medicines/drugs to ECHS Polyclinic East Delhi Shahdara at the rate given below:-

Uniform Discount on the Printed MRP (Maximum Retail Price inclusive of all taxes) offered on all items of supply

(a) (In percentage term _____% (in Figures)
(b) (In percentage term _____percent (in Words)

2. I also undertake to keep the above quoted rate of discount on the Printed MRP (Maximum Retail Price) on all items of supplies valid till duration of this contract.

3. I also undertake that medicines shall be provided timely as per indent and no “substitute medicines” will be supplied.

Signature……
Name:
Date

Stamp