

Tele: 25683476

Central Organisation ECHS  
Integrated HQ of MoD (Army)  
Adjutant General's Branch  
Thimayya Marg  
Near Gopinath Circle  
Delhi Cantt-110010

B/49761/AG/ECHS/Medicine Policy

06 Jul 2022

IHQ of MoD (Navy)/Dir ECHS (N)  
Air HQ (DAV)/Coord  
HQ Southern Command (A/ECHS)  
HQ Eastern Command (A/ECHS)  
HQ Western Command (A/ECHS)  
HQ Central Command (A/ECHS)  
HQ Northern Command (A/ECHS)  
HQ South Western Command (A/ECHS)  
HQ Andaman & Nicobar Command (A/ECHS)  
All Regional Centres

**MODIFICATION OF PROCEDURE FOR PROCUREMENT OF DRUGS  
AND CONSUMABLES FOR EX-SERVICEMEN UNDER ECHS**

1. Please ref the fwg (copies att) :-
  - (a) Central Org ECHS letter No B/49762/AG/ECHS/Medical Policy dt 29 Aug 2017.
  - (b) GoI (MoD/DoESW) letter No 22D(01)/2016/US(WE)/D(Res) dt 30 Jun 2022
2. The following amendment is made in Para 4 (j) of CO ECHS letter as quoted in Para 1(a) above .

**For**

**Para 4 (j)** :- The monetary ceiling for expenditure irrespective of their Military or Non Military status are as follows :-

- |       |                       |                         |
|-------|-----------------------|-------------------------|
| (i)   | Type A & B Polyclinic | : Rs 2.5 Lakh per month |
| (ii)  | Type C Polyclinic     | : Rs 1.5 Lakh per month |
| (iii) | Type D Polyclinic     | : Rs 01 Lakh per month  |

Prior approval of MD ECHS is required for any expenditure above this limit.

**Read**

**Para 4 (i) :-** The monetary ceiling for expenditure irrespective of their Military or Non Military status are as follows :-

- (i) Type A & B Polyclinic : Rs 5 Lakh per month
- (ii) Type C Polyclinic : Rs 3 Lakh per month
- (iii) Type D Polyclinic : Rs 2 Lakh per month

3. Prior approval of MD ECHS will be obtained for expenditure above the amended limit as mentioned at Para 2 above.

4. Central Org ECHS will re-appropriate funds from those polyclinics who do not utilize their authorisation of ALC funds for funding those polyclinics who need more funds above the prescribed limits if necessary.



(Panchal Kalpeshkumar S)  
Lt Col  
Jt Dir (Med)  
For MD ECHS

**Copy to :-**

DGAFMS/DG-3A

DGMS (Army)/ DGMS – 5 (B)

DGMS (Air Force) (Med-7)

DGMS (Navy)/ Dir ECHS (Navy)

HQ Cost Guard Veteran Cell  
(Email –cgvcopers@indian cost guard.nic.in)

AMA ECHS, Embassy of India, Nepal

UTI-ITSL  
Surabhi Arcade, 1<sup>st</sup> Floor  
5-1-664, Bank Street,  
Hyderabad-5000001

- for your info pl.

**Internal**

Ops & Coord, Claim Sec - for info pl.  
Stats & Automation Sec - for uploading this letter on ECHS website.



No. 22D(01)/2016/US(WE)/D(Res)  
Government of India  
Ministry of Defence  
Deptt. of Ex-Servicemen Welfare

\*\*\*\*

New Delhi, Dated 30<sup>th</sup> June, 2022

To,  
The Chief of Army Staff  
The Chief of Naval Staff  
The Chief of Air Staff

**CORRIGENDUM**

Subject:- Modification of procedure for procurement of Drugs and consumables for Ex-Servicemen Contributory Health Scheme (ECHS).

Sir,

With reference to Govt. of India, MoD/DoESW Letter No 24(10)/03/US(WE)/ D(Res) dated 25.11.2003 as amended vide MoD/DoESW Letter of even number dated 22.08.2017, I am directed to convey the sanction of the Government for further amendment in Para 23 as mentioned in ibid DoESW letter dated 22.08.2017 as under:-

**FOR**

**Para 23** – The monetary ceiling for expenditure are enhanced as follows:

Type A & B Polyclinics	:	Rs. 2.5 Lakh per month
Type C Polyclinics	:	Rs. 1.5 Lakh per month
Type D Polyclinic	:	Rs. 1 Lakh per month

Any expenditure above this limit will be approved by CO, ECHS. The CO, ECHS may re-appropriate the required funds from other polyclinics if required.

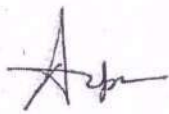
**READ**

**Para 23** – The monetary ceiling for expenditure are enhanced as follows:

Type A & B Polyclinics	:	Rs. 5 Lakh per month
Type C Polyclinics	:	Rs. 3 Lakh per month
Type D Polyclinic	:	Rs. 2 Lakh per month

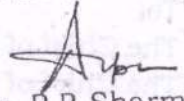
Any expenditure beyond this limit will be approved by MD, ECHS. The CO, ECHS may re-appropriate the required funds from other ECHS polyclinics if required.

1 of 2



2. Rest of other contents of the above referred letters will remain same.
3. This issues with the concurrence of MoD(Fin/Pen) vide their ID No. 10(03)/2016/FIN/Pen, dated 21.06.2022.

Yours faithfully,

  
(Dr. P P Sharma)  
OSD (WE & IC)  
Tel.- 23015772

**Copy to:-**

1. CGDA, New Delhi
2. DGADS, New Delhi
3. MD, ECHS
4. DGAFMS
5. PPS to Secy (ESW)
6. JS(ESW)
7. Addl. FA (EL) & JS
8. DFA (Pension)
9. US, D(Med)
10. DoESW website coordinator -for uploading on website.
11. Office file

**Copy signed in Ink:-**

All PCsDA/CsDA



Tele: 25683476  
Mil: 36833

Central Organisation ECHS  
Adjutant General's Branch  
Integrated HQ of MoD (Army)  
Maude Lines  
Delhi Cantt-110010

B/49762/AG/ECHS/Medicine Policy

27 Aug 17

IHQ of MoD (Navy)/Dir ECHS (N)  
Air HQ (VB)/DPS  
HQ Southern Command (A/ECHS)  
HQ Eastern Command (A/ECHS)  
HQ Western Command (A/ECHS)  
HQ Central Command (A/ECHS)  
HQ Northern Command (A/ECHS)  
HQ South Western Command (A/ECHS)  
HQ Andaman & Nicobar Command (A/ECHS)  
AMA ECHS, Embassy of India, Nepal  
All Regional Centres

**IMPLEMENTATION INSTRS: PROCEDURE FOR AUTHORISED LOCAL CHEMIST**

1. Refer:-

- (a) GOI/MoD letter No 22D(01)/2016/ WE/D(Res-I) dated 22Aug 17 (copy att as Encl 1).
- (b) GOI letter No 24(3)/03/US(WE)/D(Res)(i) dated 08 Sep 03 amended vide 25(01)/2014/US(WE)/D(Res) dated 04 Aug 14.

2. In all stations with ECHS polyclinics, local medical stores/ chemists will be empanelled for supply of Not Available, emergent, life saving and essential drugs on as required basis. The empanelment of local medical stores/chemists will be done by a Board of Officers constituted by the Station Commander which will comprise the following :-

Chairman – SO ECHS/ Col Rank officer detailed by Station Commander.

- Lt Col (Non Medical) detailed by Station Commander
- Jt Dir Hospital Services of Regional Centre concerned/  
Medical Officer detailed by Station Commander
- Rep of LAO/ CDA

3. **Actions by the Board.**

- (a) The Board of Officers will invite Tenders through advertisement in the local press and e-procurement portal from local medical stores/chemists for empanelment with ECHS Polyclinic. The tender enquiry will be based on same format as CGHS tender for Authorised Local Chemist with conditions suitably modified to suit local military requirements (CGHS tender format att as Encl 2).



(b) The Board will check the Technical parameters as per Tender Enquiry and will consider the price bids of only the technically qualified vendors. The Board will arrive at L1 Vendor based on maximum overall amount of discount on MRP for all the drugs to be supplied with a minimum QR of 15%. Bids offering less than 15% overall Discount will be rejected. The tenderers will quote an overall discount figure irrespective of the quantity or number of individual drugs.

(c) The Board will consider parallel rate contract with L2 and L3 vendors and include their names in recommendation if those vendors agree to the L1 rates in writing.

(d) The Board of Officers will submit a recommended list of local medical stores/chemists to the Station Commander for approval.

#### **4. Actions by Station Cdrs**

(a) Constitute a Board of Officers for empanelment of local medical stores/chemists including CGHS authorised chemists. Due care is to be exercised in choice of Medical officer to avoid any conflict of interest. MOs/Spl posted to MH of SEMO concerned to be avoided and MO/ RMO of non medical units may preferably be detailed as JDHS of RC may be occupied in similar bds for other stns under AOR.

(b) Approval of recommended list of local medical stores/chemists submitted by the Board of Officers.

(c) All CGHS Authorised Chemists in the same city will be considered as deemed empanelled i.e need not participate in TE if the rates planned to be quoted are same as given for CGHS. They will give their contract discount documents for CGHS to the board, but will sign the contract with Stn Cdr provided the discount offered by them to CGHS is not less than that offered by L1 vendor of the TE. They have option to participate in the empanelment process and offer fresh quotes discounts at the TE Stage.

(d) The Contract will be signed with the approved local medical stores/chemists by Stn HQrs for a period of two years. The terms and conditions of Contract will be based on CGHS formats.

(e) The Officer in charge Polyclinic will after due verification authenticate the receipt of drugs/consumables and forward the consolidated bills by the 5th of the following month to the Stn HQrs.

(f) Stn Cdr will process the same for releasing payment with sanction of appropriate CFA.



(g) **Payment:** The payments on account of procurement of drugs and consumables from empanelled local chemists will be made from the cash assignments placed at the disposal of Station Commanders under Major Head 2076 Minor Head 107 Head 363/01. The payments will be effected by cheque/ electronic payment.

(h) Delegated financial powers as per Para 1 of Appendix to GOI letter No 24(3)/03/US(WE)/D(Res)(i) dated 08 Sep 03 amended vide 25(01)/2014/US(WE)/D(Res) dated 04 Aug 14 will be exercised by CFA. The delegated powers are enumerated in table below:

CFA (Station Commander)	Financial Limit (without consultation)	Fin Limits with IFA consultation
Lt Col/ Col	Upto 1,00,000	-
Brig	Upto 2,00,000	-
Maj Gen (Sub Area Commander/ COS Area HQ)	Upto 3,00,000	-
Dy MD ECHS	-	Upto 5,00,000
MD ECHS	-	Upto 10,00,000
JS ESW	-	Upto 25,00,000
Secy ESW	-	Above 25,00,000

(i) The monetary ceilings for expenditure irrespective of their Military or Non Military status are as follows:-

Type A & B Polyclinic	: Rs 2.5 Lakh per month
Type C Polyclinic	: Rs 1.5 Lakh per month
Type D Polyclinic	: Rs 01 Lakh per month

Prior approval of MD ECHS will be required for any expenditure above this limit.

(k) The expenditure on account of local purchase of drugs and consumables from empanelled local medical stores/chemists will be monitored separately under the relevant revenue head.

(l) The records of polyclinic will be checked by a Boards of Officers detailed by the Station Commander.

**5. Actions by Polyclinic :** When an emergent/life saving/essential drug prescribed by the Medical Officer in the ECHS Polyclinic is not available as confirmed from the stock in the medical store of polyclinic, and requirement of the same is essential for a patient, following procedure will be followed:-

(a) The Officer in charge Polyclinic will raise a demand to the empanelled local medical store/chemist. The demand will be supported by prescription(s) signed by the Medical Officer managing the case.



- (b) On receipt of the demand the empanelled local medical store/chemist will supply the required drug to the Polyclinic within 24 hrs.
- (c) The Bills for the drugs supplied will be forwarded by the empanelled local medical store/chemists monthly to the Officer in charge Polyclinic along with a copy of the demand raised by the Polyclinic.
- (d) The Officer in charge Polyclinic will, after due verification, authenticate the receipt of drugs/consumables and forward the consolidated bills by the 5th of the following month to the Stn HQs.
- (e) The Officer in charge Polyclinic will also certify on the consolidated bill that drugs demanded are emergent/life saving/essential drugs and are Not Available in the polyclinic medical stores neither a substitute/ equivalent drug was available.
- (f) Stn Cdr will process the same for releasing payment with sanction of appropriate CFA.
- (g) The list of drugs and consumables indented from local chemists alongwith quantity indented will be included in the next Emergent/ Normal polyclinic indent to SEMO.
- (h) Monthly list of such drugs will be forwarded to SEMO for initiating procurement action by SEMO while forwarding the next demand.
- (j) The Polyclinics will maintain a separate account for all purchases of this nature. All daily transactions will be maintained and particulars of patients who are issued the essential medicines will be recorded. The records will be checked by a Boards of Officers detailed by the Station Commander, and will be audited by Local Audit Officer (LAO) every quarter.

6. Funds required will be placed at the disposal of Station Commanders by Central Organisation ECHS. Due control shall be exercised by MOs/ Spl/ OiC Polyclinics and Stn Cdrs to ensure that the monthly limit is available to maximum patients and is not exhausted in procuring medicines for a few patients. Existing provisions for reimbursement of costlier medicines for the diseases specified in Para 6 of GOI/MoD letter No 24(8)/03/US(WE)/D(Res) dt 19 Dec 03 for a period of 23/30 days may also be explored to benefit maximum number of veterans.

7. **Special Instructions to MOs/ Spls of Polyclinics and Empanelled Hospitals.**

- (a) The demand for NA medicines will be supported by prescription signed by the Medical Officer/ Spl of ECHS polyclinic managing the case. In all such cases, the Medical Officer / Spl will ensure that there are no other substitutes available in the Polyclinic medical store in lieu of the drug required. Branded drug will be prescribed with due medical justification only. Demands will not be signed by Para Medical/Dental Staff under only circumstances.



(b) As specified in MCI Ethics Rules, pharmacy of a polyclinic is not an open pharmacy but is meant as self dispensing of medicines prescribed by Medical Officers/ Doctors of polyclinic only. All other prescriptions issued by other consultants shall be rewritten by polyclinic doctor keeping in mind availability, patient's condition and other drugs prescribed.

(c) Prescription of branded medicine by empanelled hospitals will have to be justified by treating Doctor and should be avoided as per National Policy. The AFV should also not insist on particular brand name of medicine if an equivalent is available in Polyclinic or supplied by Empanelled Local Chemists.

(IVS ~~Sahlot~~)  
Col  
Dir (Med)  
for MD ECHS

**Encl** : As above.

**Copy to:**

US(WE)

PS to JS ESW

PPS to Secy (ESW)

CGDA, New Delhi - for dissemination to all concerned CDAs/PCDAs.

UTI-ITSL  
1533/1, Above Farico Show Room  
1<sup>st</sup> Floor, Old Madras Road  
Halasuru, Bangalore,  
Karnataka-560008 - for info and necessary action pl.

**Internal**

Ops & Coord, P&FC, Claim Sec - for info.  
Stats & Automation Sec - for uploading in ECHS Website.



No. 22D(01)/2016/WE/D(Res-I)

Government of India

Ministry of Defence

25 AUG 2017

New Delhi, the 22nd August, 2017

To,  
The Chief of Army Staff  
The Chief of Naval Staff  
The Chief of Air Staff

**Subject : Modification of Procedure for procurement of Drugs and consumables for Ex-servicemen Contributory Health Scheme (ECHS)**

Sir,

There have representations from the veterans regarding supply of medicines. DGAFMS has undertaken a series of modifications to procedures of procurement of medicines for ECHS beneficiaries. Meetings have been held with all the stakeholders and with due deliberations it has been decided to adopt a procedure in line with Authorised Local Chemist model of CGHS for procurement of medicines through the Empanelled local chemists.

2. With reference to Govt of India, Ministry of Defence letter No 24(10)/ 03/US(WE)/ D(Res) dated 25th November, 2003, I am directed to convey the sanction of the Government on the Modification of Paras 17 to 25 and addition of Para 26 regarding Local Purchase of Emergent, Life saving and Essential and Not Available drugs for ECHS as under :-

For

Para 17 to 25: Existing

Read

17. In all stations with ECHS polyclinics, local medical stores/ chemists will be empanelled for supply of Not Available, emergent, life saving and essential drugs on as required basis.

18. The empanelment of local medical stores/chemists will be done by a Board of Officers constituted by the Station Commander which will comprise:-

Chairman – SO ECHS/ Col Rank officer detailed by Station Commander.

Members – Lt Col (Non Medical) detailed by Station Commander

– Jt Dir Hospital Services of Regional Centre concerned/ Medical Officer detailed by Station Commander

– Rep of IFA / PCDA / CDA

19. The Board of Officers will invite Tenders through advertisement in the local press and e-procurement portal from local medical stores/chemists for empanelment with ECHS Polyclinic. The Board will check the Technical parameters as per Tender

2/-



-2-

Enquiry. The Board will arrive at L1 Vendor based on maximum overall amount of discount on MRP for all the drugs to be supplied with a minimum QR of 15%. The tenderers will quote an overall discount figure irrespective of the quantity or number of individual drugs. The Board will consider parallel rate contract with L2 and L3 vendors and include their names in recommendation if those vendors agree to the L1 rates. The Board of Officers will submit a recommended list of local medical stores/chemists to the Station Commander for approval. The Contract will be signed with the approved local medical stores/chemists by Stn HQrs for a period of two years. The detailed terms and conditions, formats of Tender Enquiry and Contract will be based on CGHS TE and contract of Authrosied Local Chemists. All CGHS Authrosied Chemists in the same city will be considered as deemed empanelled i.e. need not participate in TE but sign the contract with Stn Cdr.

20. When an drug prescribed by the Medical Officer in the ECHS Polyclinic is 'not available' as confirmed from the stock in the medical store of polyclinic, the Officer in charge Polyclinic will raise a demand to the empanelled local medical store/chemist. The demand will be supported by prescription signed by the Medical Officer managing the case. In all such cases, the Medical Officer will ensure that there are no other substitutes available in the Polyclinic medical store in lieu of the drug required. Branded drug will be prescribed with due medical justification only. On receipt of the demand, the empanelled local medical store chemist will supply the required drug to the Polyclinic. The indents will be preferably raised online to the empanelled local chemists and timelines as per CGHS contracts will be followed.

21. The Bills for the drugs supplied will be forwarded by the empanelled local medical store/chemists monthly to the Officer in charge Polyclinic along with a copy of the demand raised by the Polyclinic. The Officer in charge Polyclinic will after due verification authenticate the receipt of drugs/consumables and forward the consolidated bills by the 5th of the following month to the Stn HQrs who will process the same for releasing payment with sanction of Station Commander/ appropriate CFA.

22. The payments on account of procurement of drugs and consumables from empanelled local chemists will be made from the cash assignments placed at the disposal of Station Commanders and in exercise of delegated financial powers vide para 1 of Appendix to GOI letter No 24(3)/03/US(WE)/D(Res)(i) dated 08 Sep 03 relating to payments and reimbursements for medical expenses. Funds required will be placed at the disposal of Station Commanders by Central Org ECHS. The payments will be effected by cheque/electronic payment.

23. The monetary ceiling for expenditure are enhanced as follows :

Type A & B Polyclinics	:	Rs 2.5 lakh per month
Type C Polyclinic	:	Rs 1.5 lakh per month
Type D Polyclinic	:	Rs 1 lakh per month

Any expenditure above this limit will be approved by CO ECHS. The CO ECHS may re-appropriate the required funds from other polyclinics if required.

24. The list of drugs and consumables indented from local chemists alongwith quantity indented will be included in the polyclinic indent to SEMO when due.



Monthly list of such drugs will be forwarded to SEMO for initiating procurement action by SEMO. As specified in MCI Ethics Rules, pharmacy of a polyclinic is not an open pharmacy but is meant as self dispensing of medicines prescribed by Medical Officers/ Doctors of polyclinic only. All other prescriptions issued by other consultants shall be rewritten by polyclinic doctor keeping in mind availability, patient's condition and other drugs prescribed.

25. The expenditure on account of local purchase of drugs and consumables from empanelled local medical stores/chemists will be monitored separately under the relevant revenue head.


26. The Polyclinics will maintain a separate account for all purchases of this nature. All daily transactions will be maintained and particulars of patients who are issued the essential medicines will be recorded. The records will be checked by a Boards of Officers detailed by the Station Commander, and will be audited by Local Audit Officer (LAO) every quarter.

4. Rest of the letter no change. The modification will be effective from the date of issue of instructions by CO ECHS.

5. 'Not Available' drugs mentioned in para 15 pertain to stock position in Service Hospitals and will not be applicable to 'Not Available' drugs in Para 17 and para 20 as it pertains to state at Polyclinics.

6. This issues with the concurrence of Ministry of Defence (Finance) vide their U.O. No. 10(3)/2016/FIN/Pen dated 3.8.17

Yours faithfully

  
(A K Karn)

Under Secretary to the Govt. of India

Copy to:-

1. CGDA, New Delhi
2. DGADS, New Delhi
3. SO to Defence Secretary /PPS to Secretary, ESW
4. PPS to Secretary (Defence/Finance)
5. PPS to AS (Acquisition)
6. PPS to AS (T) / PPS to AS (I)
7. Addl FA (RK) & JS
8. JS (ESW) / JS (O/N)
9. Dir (Finance/AG)
10. Defence (Finance/AG/PD)
11. DFA (B)/DFA (N)/DFA (Air Force)
12. AFA (B-1)
13. D (Works) / D (Mov) / D (Med)
14. O&M Unit



Also to:-

15. DGAFMS
16. DGDE, New Delhi
- ✓ 17. DGD C&W
18. QMG
19. DGMS
20. DGMS (Air)
21. DGMS (Navy)
22. AOA
23. COP
24. MD Central Org ECHS
25. ADG C&W
26. DG (Works), E-in-C Branch
27. ADG (FP)
28. All Command Headquarters
29. AG Branch / CW-3
30. Navy Headquarters (PS Dte)
31. Air Headquarters (PS & R)
32. CGHS Nirman Bhawan, : For issuing suitable instructions to ALC

Copies signed in ink :-

33. PCDA (Army), Bangalore
34. PCDA (WC), Chandigarh
35. CDA (Army), Patna
36. PCDA (SC), Pune
37. CDA (Army), Meerut
38. PCDA (NC), Jammu
39. PCDA (Officers), Pune
40. PCDA (Navy), Bombay
41. PCDA (AF), Dehradun
42. CDA (Army), Jabalpur
43. CDA (Army), Secunderabad
44. PCDA (Army), Lucknow
45. CDA (Army), Chennai
46. CDA (Army), Kolkata
47. CDA (AF), Delhi
48. CDA (Army), Guwahati







**GOVERNMENT OF INDIA  
MINISTRY OF HEALTH & FAMILY WELFARE  
DIRECTORATE GENERAL OF CENTRAL GOVERNMENT HEALTH SCHEME  
E-TENDER NOTICE**

**Open Tender Notice No. F. No. 55-05/2015-16/CGHS/MSD/ALC**

**Tender No. 51/2015-16**

**EMPANELMENT OF CHEMISTS FOR 49 CGHS WELLNESS CENTRES IN DELHI /NCR FOR THE PERIOD 2016-17**

Applications are invited from reputed Local Chemists in 49 CGHS Wellness Centers in Delhi/NCR for empanelment for supply of medicines to the Central Government Health Scheme, Ministry of Health & Family Welfare, Government of India. Bidders are advised to refer to the tender published against each Wellness Centre that is provided at Annexure -'D'. Bidders are advised to participate online at 'https://eprocure.gov.in/eprocure/app' corresponding to the tender of Wellness Centers where interested. The e-tender for each of the 49 CGHS 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 notice can be downloaded from the Website <https://eprocure.gov.in/eprocure/app> or <http://msotransparent.nic.in/cghsnew/index.asp> of the Ministry of Health and Family Welfare.

**Eligibility Criteria:-**

1. The chemist must hold valid licenses as on the date of submission of Bid (continuously, for last two years 2014-15 & 2015-16) 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 licenses remain valid on the date of bid opening and till the end of the contract period.
2. The chemist must not have been convicted by the State drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.
3. The Annual Turnover of the bidder (from CGHS & sources other than CGHS) in the previous two financial years should not be less than Rs. Sixty Lakh. The bidder has to submit an Audited Balance Sheet with Profit and Loss statement of the previous two years (2013-14 & 2014-15) in support thereof. The turnover from outside CGHS should not be less than Rs. Thirty Lakh in each of these two financial years 2012-13 & 2013-14.
4. The chemist shop should be situated within the CGHS covered area of the Zone.
5. Latest VAT paid Challan with no dues (VAT clearance) should be available with the bidder.
6. A copy of PAN allotted to the firm/owner.

Enquiries will be entertained before & in the pre-bid conference only. Clarification, if any, will be issued in respect of those clauses only where changes are made, online at 'https://eprocure.gov.in/eprocure/app'. No individual correspondence will be made/ entertained.

Addl. Director, CGHS (HQ)



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

**Open Tender Notice No. F. No. 55-05/2015-16/CGHS/MSD/ALC**

**E-TENDER DOCUMENT**

FOR

**EMPANELMENT OF AUTHORIZED LOCAL CHEMISTS (ALCs) FOR 49 CGHS WELLNESS CENTERS IN DELHI/NCR  
FOR THE PERIOD 2016-17**

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 (HQ), Central Government Health Scheme, Delhi for and on behalf of the President of India, invites tenders from the eligible local chemists for supply of medicines/drugs to the CGHS Wellness Centers in Delhi/NCR through e-tender. The list of the Wellness Centers is at Annexure-D.

<b>Scope of Work</b>	<b>EMPANELMENT OF AUTHORISED LOCAL CHEMISTS (ALCs) FOR 49 CGHS WELLNESS CENTRES IN DELHI/NCR</b>
<b>EMD: -</b>	<b>To be submitted Rs. 100000/- (Rs. One Lakh only) for each Wellness Centre, in the form of DD/Pay Order</b>

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. and File No.	<b><u>51 and 55 05-/2015-16/CGHS/MSD/ALC</u></b>
Name of Organization	CENTRAL GOVT HEALTH SCHEME
Date of Issue/Publishing	12/04/2016 (17.00 Hrs)
Document Download Start Date	13/04/2016 (11.00 Hrs)
Clarification Start Date	13/04/2016 (14.00 Hrs)
Date for Pre-Bid Conference	19/04/2016 (15.00 Hrs)
Clarification End Date	19/04/2016 (17.00 Hrs)
Venue of Pre-Bid Conference	Office of the Additional Director CGHS, (Medical Store Depot), Udyan Marg, Gole Market, New Delhi
Bid Submission start date	20/04/2016 (10.00 Hrs)
Last Date and Time for Uploading of Bids	05/05/2016 (17.30 Hrs)
Date and Time of Opening of Technical Bids	06/05/2016 (11.00 Hrs)
Address for Communication	Office of the Additional Director CGHS, Medical Store Depot, DIZ Area, Sec.-II, Udyan Marg, Gole Market, New Delhi-110001.  Website: <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>



## INSTRUCTIONS TO THE BIDDERS

### Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). 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 "Online Bidder Enrollment". 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. 5



**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) The bidder shall seal the original Bank Draft/Pay order /Bank Guarantee as per Annexure EMD in an envelope. The Bidder shall mark its name and tender reference number on the back of the Bank Draft/ Pay order before sealing the same. The address of NIC, name and address of the bidder and the Tender Reference Number shall be marked on the envelope. The envelope shall also be marked with a Sentence "NOT TO BE OPENED BEFORE the Date and Time of Bid Opening". If the envelope is not marked as specified above, NIC will not assume any responsibility for its misplacement, pre-mature opening etc.  
*In case EMD is sent through Speed Post and it must reach <Tender Inviting Authority> as per date and time mentioned above in the name of <Tender Inviting Authority>.*  
*EMD not meeting above deadlines will not be accepted and their 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 6



provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

8) The uploaded tender documents become readable only after the 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 contact number for the helpdesk is 1800-3070-2232.



Encl 2 - - Encl 1

## 1. SCOPE OF WORK

## 2. ELIGIBILITY

- 2.1 The chemist shop should be in existence continuously for at least last two years. (copy of licenses held for last two years have to be scanned and uploaded on the e-tender module).
- 2.2 The chemist shop should be situated within the CGHS covered area of the Zone.
- 2.3 The Annual Turnover of the bidder should not be less than Rupees Sixty Lakh. At least Thirty Lakh of the turnover in each of the last two years should be from outside CGHS. The bidder has to submit an Audited Balance Sheet with Profit and Loss statement and Balance sheet of the previous two years in support thereof.
- 2.4 The chemist must hold a valid license continuously for last two years 2014-15 & 2015-16 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. (All the relevant documents have to be scanned and uploaded onto the e-procurement module while submitting the tender).
- 2.5 The chemist must not have been convicted by the State drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules against him and he should submit 'Non Conviction Certificate' from the **State Drug Controller**.
- 2.6 A copy of the latest VAT deposit Challan with no dues should be available. A copy of the same to be scanned and uploaded with the Bid Documents.
- 2.7 **All documents should be submitted online only.**



### 3. COST OF BIDDING

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

### 4. PRE BID MEETING

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

#### Availability of Tender

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

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

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

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

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

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

##### **(A) Earnest Money:-**

The bidders are required to submit an EMD of Rs. 1, 00,000/- (Rupees One Lakh only) separately for each Wellness Centre through a Demand Draft payable in the name of "Pay and Accounts Officer, CGHS, New Rajinder, New Delhi" as Earnest Money. The bidders can apply to bid for any number of Wellness Centers & **one EMD per WC** will be required per bidder. The demand draft must be issued by a Scheduled Bank. EMD as Demand Draft in Original should be sent to the O/o Additional Director CGHS, Delhi, to be deposited by hand well before the last date and time of bid submission. 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 scanned and uploaded while submitting the E- tender as mentioned below.

- a) Scanned copy of EMD/ Demand Draft for Rs. 1, 00,000/- (Rupees one Lac only) separately for each Wellness Center. The Bidder will also upload ECS Mandate Form with details of bank address, Account No. etc & a copy of the cancelled Cheque for refund of EMDs.
- b) Duly attested copy each of the valid Drug Licenses for the last two financial years 2013-14 & 2014-15 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.
- c) Scanned copy of Declaration of bidder as per Annexure - C duly signed.
- d) Copy of the relevant deeds e.g. Proprietorship/ Partnership Deed or as per clause 5.02 (b) i, ii, iii, of the tender document.
- e) Photocopy of latest VAT Deposit Challan with no dues.
- f) Non conviction certificate from State Drugs Controller.
- g) Scanned copies of the audited balance sheets for the last two financial years 2012-13 & 2013-14 to establish the turnover of the bidder.
- h) Proof of purchase of bar code scanning and labeling facility including bar code reader and label maker by the bidder.
- i) Scanned copy of PAN Card of Proprietor or the firm as the case may be & ITRs for the last two financial years 2012-13 & 2013-14.
- j) 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.
- k) Copy of affidavit stating that the contract of the bidder, if empanelled earlier, was not terminated by CGHS 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 uploaded along with the documents.

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

- (A) Main Price Bid to be uploaded in (.xls Form) as provided in the tender.  
NB: Bids quoting less than 15% discount on MRP (inclusive of all taxes) shall not be considered.
- 5.02 (a) The Bid is liable to be rejected, if the requisite information / documents have not been furnished as asked for in **Clause – 5.01 (B)**.
- b. Individual signing the Bid and other documents must specify whether s/he signs as:
  - i. A sole proprietor of the firm, or constituted attorney of such proprietor.
  - ii. A partner of the firm, if it is a partnership firm and in this case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.
  - iii. Constituted Attorney/Authorized Signatory, if it is a company.



**Note: -**

1. In case of (ii) above a copy of the Partnership Deed, General Power of Attorney, duly attested by a notary public and an affidavit to the effect that all the partners admit execution of the partnership and the General Power of Attorney be uploaded.
2. In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any such partner, the Bid and all other related documents must be signed by every partner of the firm.

A person signing the Bid form or any documents forming part of the bid on behalf of another, shall be deemed under warranty that he has authority to bind with his acts such other person. If on enquiry, it appears that the person so signing has no authority to do so, CGHS, without prejudice to other Civil and Criminal remedies can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.

**5.03 PERIOD OF VALIDITY OF BIDS**

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

**5.04 PERIOD OF CONTRACT**

The contract shall initially be for a period of **one year** from the date of the signing of contract. However, the contract is extendable for another year on the same terms & conditions of contract, strictly on the basis of satisfactory performance, at the sole discretion of Additional Director CGHS (Medical Store Depot), Delhi.

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

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

**5.06 PERFORMANCE SECURITY GUARANTEE**

The successful bidder will have to furnish a Performance Security for an amount equivalent to 5% of the expected business (in respect of each Wellness Centre to be allotted to him 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. If by Demand Draft, it should be favoring "Pay and Account Officer, CGHS, New Delhi"; and, if in the form of a bank guarantee, favoring "Additional Director CGHS (Medical Store Depot),



Delhi". No claim shall be made against Government of India / Additional Director CGHS (HQ/MSD), Delhi in respect of interest accrued, if any, due on the Performance Security deposit.

In case of extension of contract for another year the Performance Guarantee should be renewed to ensure that it remains valid up to six months beyond the validity of the extended contract period. Bidder should ensure validity of Performance Security for extended period.

#### 5.07 **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 or concealment of any material facts in order to influence the tender process or execution of a contract to the detriment of CGHS, and includes collusive practice among Bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive CGHS of the benefits of free and fair competition;
- (iii). CGHS will reject a proposal for award of contract, if it determines that the bidder recommended for award has engaged himself in corrupt or fraudulent practices while competing for the contract in question;
- (iv). CGHS will declare a firm ineligible, either indefinitely or for a specified period of time, for award of the contract if at any time it determines that the firm was engaged in corrupt and fraudulent practices while competing for or in executing the contract.
- (v). Any concealment of fact like blacklisting or non-performance in earlier contract will make the Bid inadmissible.

#### 5.08 **FORFEITURE**

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

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



## 6. SUBMISSION OF BIDS

The Bidders will submit all the Bid documents online using Central public procurement portal only.

- 6.1 Online bids (complete in all respect) must be uploaded on <http://eprocure.gov.in/eprocure/app>
- 6.2 In case, the day of bid submission/opening is declared Holiday by Govt. of India, the next working day will be treated as day for submission/opening of bids. There will be no change in the timings.
- 6.3 Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected
- 6.4 Conditional/Ambiguous bids will be out rightly rejected.
- 6.5 The offers submitted by telegram/ fax/ E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.

## 7. PRICING

The bidder should quote uniform discount in percentage terms on the Maximum Retail Price (MRP) (inclusive of all taxes) printed on the strip/ Bottle/ unit packed, in respect of all items of supplies to be made under the Contract. The quoted offer of Discount shall be on the MRP inclusive of all taxes and shall remain firm and fixed for the entire duration of the contract.

## 8. INSPECTION OF BIDDERS PREMISES

If the Technical Bid on the basis of the documents mentioned in this section appears to be in fulfillment of eligibility, the premises of bidders will be inspected by a team of authorized officers of CGHS Delhi for:

- (a) Physical verification of location of the retail shop within the limits of CGHS covered area of the Zone 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) 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.



## 9. OPENING OF BIDS

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

On the date of opening of bids, the bidder shall submit the Bid along with Demand Draft (DD) of Rs. 10,000 (Physical) will be opened afterwards.

- 9.3 Financial bids of only those bidders, whose bids found technically qualified, by the Technical/Financial Evaluation Committee, will be opened subsequently for further evaluation.

## 10. MISCELLANEOUS: -

- 10.1 The Additional Director CGHS (MSD) reserves the right to enter into parallel contracts simultaneously or at any time during the period of this contract, with one or more eligible chemists.
- 10.2 Appointed chemist shall attend the meetings fixed by the Local Advisory Committee in the Wellness Centre as and when called for.
- 10.3 Those chemists, whose contracts had been terminated by CGHS during the last three years on charges of substitution of medicines, over charging, misbehavior with CGHS beneficiaries/officers, non-adherence to the terms and conditions of contract, etc., shall not be considered for empanelment as authorized local chemist under CGHS. An affidavit that the contract of the bidder (in case the bidder was earlier empanelled) was not terminated by CGHS in the preceding three years shall be submitted.
- 10.4 The successful Bidder's Earnest Money will be discharged upon the Bidder executing the Contract and furnishing the Performance Security. Unsuccessful Bidder's Earnest Money will be discharged/returned within 30 days after the expiration of the period of tender offer validity prescribed by the CGHS.
- 10.5 One bidder can apply for any number of wellness centers but will be allotted maximum five number of wellness centers for the purpose of supply of drugs/medicines under the contract. If the bidder has applied for more than five wellness centers and his offer is found to be offering maximum discount in other wellness centers also in addition to the maximum five allotted to him, he will be treated as ineligible for rest of the wellness centers. The next successful bidder with highest offer of discount will be considered for appointment as Authorized Local Chemist for that Wellness Centre subject to fulfillment of all other terms and conditions as set out in this Tender document. In case of identical offers with same rate of discount for two or more Wellness Centres by a bidder, decision of the Tender Committee will be final in regard to allotment of CGHS Wellness Centres to that firm for the purpose of this contract.



The following Tie-breaker procedure will be adopted to break the tie (in order of listing):

1. Distance of the Chemist's premises from the WC (nearer the Chemist, more the preference)
2. Turnover of the Bidder: More the turnover, more the preference
3. Duration of Establishment: Longer the period of establishment, more the preference.

**10.6** In case In case of identical discount offer by more than one Bidder for a WC, the following Tie-breaker procedure will be adopted to break the tie (In order of listing):

1. Distance of the Chemist's premises from the WC (nearer the Chemist, more the preference)
2. Turnover of the Bidder: More the turnover, more the preference
3. Duration of Establishment: Longer the period of establishment, more the preference.

**10.7** If there is no eligible bidder for a wellness centre, the empanelled chemists of the other Wellness Centers with highest offered rate of Discount in the zone may be considered for empanelment / allotment by the tender committee, failing which the Chemist with next highest Discount in the zone will be offered the contract, if otherwise eligible, and so on.

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**SECTION - II****Conditions of Contract****1. COLLECTION OF INDENT FOR SUPPLY**

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

**2. DELIVERY OF SUPPLIES**

The delivery of supplies in full will be made on the next working day by 7.30 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.

**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 Beneficiary ID number on the packet of the patient.

**5. AUTHORITY SLIP**

In case an Authorized Medical Attendant of the Wellness Centre concerned gives any 'By Hand' Authority Slip to a beneficiary, the medicines will be supplied immediately to the beneficiary for a period as mentioned in the slip or for upto 7 days or nearest pack size.

**6. 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.



7.

**7.1 ONLINE CONNECTIVITY WITH WELLNESS CENTRES:**

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

**7.2 PRESENTATION OF BILLS:**

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

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

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

**8. 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.

**9. PERFORMANCE SECURITY**

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

- i) Fails to adhere to the terms of the Contract or
- ii) Supplies any sub-standard, spurious drugs or substitutes medicines.
- iii) Delays supplies.
- iv) Over charges
- v) If the chemist is found engaged in corrupt and fraudulent practices including subcontracting.
- vi) The Chemist should not stop the supplies of the medicines/drugs without giving 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 on the next working day by 9.00 a.m. or at the expiring date of CGHS unit/Wellness Centre, whichever is later, at the premises of the Wellness Centres. In case of emergency, the indented drugs shall be delivered at the residence of the patients as directed by CMO I/C of the Wellness Centre/unit. In the event of non-supply of indented medicines in time as aforesaid, Rs. 500/- will be deducted from the bill of the Chemists for each day or part thereof of delay in respect of each brand.

## **11. TERMINATION FOR DEFAULT**

CGHS may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the Contract in whole or part:

- a. If the bidder fails to provide any or all of the services within the period(s) specified in the Contract
- b. If the bidder fails to perform any other obligation(s) under the Contract.
- c. If the bidder, in the judgment of the CGHS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract including sub-contracting.

## **12. RESERVATION OF RIGHT FOR APPOINTMENT OF MORE CHEMISTS FOR EACH CGHS UNIT**

The Additional Director CGHS (Medical Store Depot) reserves the right to appoint any number of Authorized Local Chemists for each unit. The Additional Director CGHS (Medical Store Depot) also reserves the right to allocate, reallocate the Wellness Centres, existing and new ones, under the CGHS that may be set up during the currency of the contract. Additional Director CGHS (Medical Store Depot) 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.

## **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 CGHS 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 12 & 13.

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 CGHS Units/Wellness Centre(s).

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

(b) In case of indent of drugs by a specific brand of medicines, the same shall not be substituted by another brand. If any such case is noticed during subsequent scrutiny after or before the payment, the supplier will be penalized for Rs.1000 in addition to the cost of the specific brand of medicine indented for each such default.

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

#### 14. **INDEMNITY**

The bidder shall indemnify the CGHS against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the CGHS in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job safety measures prevalent in India and will free the CGHS from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The bidder will pay



all indemnities arising from such incidents without any extra cost to CGHS and will not hold the CGHS responsible or obligated. The CGHS may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

#### 15. **PAYMENT**

The Authorized Local Chemist shall submit claims for payment of bills twice 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 (CGHS) in respect of interest or damages in case the payment is delayed for any reasons. The payment will be made through ECS for which bidder should give requisite ECS Mandate Form with details of bank address, Account No. etc & a copy of the cancelled Cheque.

#### 16. **ARBITRATION**

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

#### 17. **NOTICES:**

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

CGHS\*: Additional Director CGHS (Medical Store Depot), Delhi.

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

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

\_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_



## ANNEXURE - A

EMPANELMENT OF CHEMIST FOR WC IN DELHI / NCR

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

To,

The President of India  
Through Additional Director CGHS)  
Medical Store Depot,  
New Delhi-110001

WHEREAS \_\_\_\_\_ (Name of successful bidder)  
hereinafter called "Successful Bidder" has undertaken, purchase Contract No. \_\_\_\_\_  
dated, \_\_\_\_\_ 2014 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      **2015** at

**SIGNED, SEALED AND DELIVERED**

For and on behalf of (Name of the bank)

By:

(Signature)

(Name : )

(Designation: )

(Address : )



ANNEXURE-B

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

Date:

To,

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Sub: Acceptance of Terms &amp; Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

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Dear Sir,

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

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



## ANNEXURE - C

**EMPANELMENT OF CHEMIST FOR WC IN DELHI / NCR****Declaration of Bidder****From:**

Complete address of the bidder

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

**To:**

**Additional Director CGHS  
Medical Store Depot  
DIZ Area-II, Udyan Marg, Gole Market  
New Delhi-110001.**

Dear Sir

1. I / We hereby offer to supply medicines/drugs to CGHS Wellness Centre \_\_\_\_\_ 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 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 CGHS.
4. I / we agree to arrange supplies of standard quality medicines / drugs in accordance with the nomenclature, specifications and packages given in the local purchase indents.
5. I / we agree that the supply of aforesaid will comply with provisions of Drugs & Cosmetics Act, 1940 and rules made there under.
6. My / our shop is situated within CGHS COVERED AREA OF THE ZONE.
7. My / our firm has not been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and Rules.

SIGNATURE OF WITNESS

NAME

ADDRESS:

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

SIGNATURE OF BIDDER

NAME

ADDRESS:

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



**ANNEXURE-D****List of the CGHS Wellness Centers**

S. No.	ZONE	NAME OF THE WC	WC Code	TENDER ID
1	CZ	Chankya Puri	D23	2016_DGHS_82987_1
2	CZ	North Avenue	D31	2016_DGHS_82987_2
3	CZ	Telegraph Lane	D34	2016_DGHS_82987_3
4	CZ	Dr. Z. H. Road	D44	2016_DGHS_82987_4
5	CZ	Minto Road	D4	2016_DGHS_82987_5
6	CZ	FAP Supreme Court	D93	2016_DGHS_82987_6
7	EZ	Chandni Chowk	D8	2016_DGHS_82987_7
8	EZ	Daryaganj	D28	2016_DGHS_82987_8
9	EZ	Greater Noida	D22A	2016_DGHS_82987_9
10	EZ	Subzi Mandi	D6	2016_DGHS_82987_10
11	EZ	Shahibabad	D94	2016_DGHS_82987_11
12	EZ	Noida Sector 82	D95	2016_DGHS_82987_12
13	EZ	Ghaziabad	D68	2016_DGHS_82987_13
14	EZ	Vaishali Indirapuram	D97	2016_DGHS_82987_14
15	NZ	Pusa Road	D18	2016_DGHS_82987_15
16	NZ	Dev Nagar	D19	2016_DGHS_82987_16
17	NZ	New Rajinder Nagar	D45	2016_DGHS_82987_17
18	NZ	Rohini Sec.-16	D89	2016_DGHS_82987_18
19	NZ	Jharoda Kalan (Najafgarh)	D33A	2016_DGHS_82987_19
20	SZ	Andrews Ganj	D39	2016_DGHS_82987_20
21	SZ	Munirka	D71	2016_DGHS_82987_21
22	SZ	Pushp Vihar	D78	2016_DGHS_82987_22
23	SZ	R. K. Puram – I	D43	2016_DGHS_82987_23
24	SZ	R. K. Puram – II	D46	2016_DGHS_82987_24
25	SZ	R. K. Puram – III	D50	2016_DGHS_82987_25
26	SZ	R. K. Puram – IV	D52	2016_DGHS_82987_26
27	SZ	R. K. Puram – V	D57	2016_DGHS_82987_27
28	SZ	R. K. Puram – VI	D69	2016_DGHS_82987_28
29	SZ	Sadiq Nagar	D63	2016_DGHS_82987_29
30	SZ	Faridabad	D70	2016_DGHS_82987_30
31	SZ	Gurgaon	D73	2016_DGHS_82987_31
32	SZ	Gurgaon Sector -55	D92	2016_DGHS_82987_32
33	SZ	Jangpura	D40	2016_DGHS_82987_33
34	SZ	Kasturba Nagar – I	D24	2016_DGHS_82987_34
35	SZ	Kasturba Nagar – II	D72	2016_DGHS_82987_35
36	SZ	M. B. Road	D65	2016_DGHS_82987_36
37	SZ	Moti Bagh	D16	2016_DGHS_82987_37



38	SZ	Nanakpura	D29	2016_DGHS_82987_38
39	SZ	Nauroji Nagar	D30	2016_DGHS_82987_39
40	SZ	Netaji Nagar	D21	2016_DGHS_82987_40
41	SZ	Sarojini Nagar Market	D35	2016_DGHS_82987_41
42	SZ	Sarojini Nagar – II	D14	2016_DGHS_82987_42
43	SZ	Vasant Vihar	D96	2016_DGHS_82987_43
44	SZ	Sriniwaspuri	D37	2016_DGHS_82987_44
45	SZ	Sarita Vihar	D90	2016_DGHS_82987_45
46	SZ	Lajpat Nagar	D11	2016_DGHS_82987_46
47	SZ	Hauz Khas	D47	2016_DGHS_82987_47
48	SZ	Laxmibai Nagar	D15	2016_DGHS_82987_48
49		Medical Store Depot (MSD)		2016_DGHS_82987_49



## ANNEXURE-E

PERFORMANCE SECURITY FOR 49 WELLNESS CENTRES IN DELHI/NCR							
S. No.	ZONE	NAME OF THE WC	WC Code	Avg. of 3 years	Performance Security (5% of Avg.)	Rounded off Performance Security	EMD in Rs.
1	CZ	Chankya Puri	D23				100000/-
2	CZ	North Avenue	D31				100000/-
3	CZ	Telegraph Lane	D34				100000/-
4	CZ	Dr. Z. H. Road	D44				100000/-
5	CZ	Minto Road	D4				100000/-
6	CZ	FAP Supreme Court	D93				100000/-
7	EZ	Chandni Chowk	D8				100000/-
8	EZ	Daryaganj	D28				100000/-
9	EZ	Greater Noida	D22A				100000/-
10	EZ	Subzi Mandi	D6				100000/-
11	EZ	Shahibabad	D94				100000/-
12	EZ	Noida Sector 82	D95				100000/-
13	EZ	Ghaziabad	D68				100000/-
14	EZ	Vaishali Indirapuram	D97				100000/-
15	NZ	Pusa Road	D18				100000/-
16	NZ	Dev Nagar	D19				100000/-
17	NZ	New Rajinder Nagar	D45				100000/-
18	NZ	Rohini Sec.-16	D89				100000/-
19	NZ	Jharoda Kalan (Najafgarh)	D33A				100000/-
20	SZ	Andrews Ganj	D39				100000/-
21	SZ	Munirka	D71				100000/-
22	SZ	Pushp Vihar	D78				100000/-
23	SZ	R. K. Puram - I	D43				100000/-
24	SZ	R. K. Puram - II	D46				100000/-
25	SZ	R. K. Puram - III	D50				100000/-
26	SZ	R. K. Puram - IV	D52				100000/-
27	SZ	R. K. Puram - V	D57				100000/-
28	SZ	R. K. Puram - VI	D69				100000/-
29	SZ	Sadiq Nagar	D63				100000/-
30	SZ	Faridabad	D70				100000/-
31	SZ	Gurgaon	D73				100000/-
32	SZ	Gurgaon Sector -55	D92				100000/-
33	SZ	Jangpura	D40				100000/-
34	SZ	Kasturba Nagar - I	D24				100000/-
35	SZ	Kasturba Nagar - II	D72				100000/-
36	SZ	M. B. Road	D65				100000/-
37	SZ	Moti Bagh	D16				100000/-
38	SZ	Nanakpura	D29				100000/-
39	SZ	Nauroji Nagar	D30				100000/-
40	SZ	Netaji Nagar	D21				100000/-



41	SZ	Sarojini Nagar Market	D35				100000/-
42	SZ	Sarojini Nagar – II	D14				100000/-
43	SZ	Vasant Vihar	D96				100000/-
44	SZ	Sriniwaspuri	D37				100000/-
45	SZ	Sarita Vihar	D90				100000/-
46	SZ	Lajpat Nagar	D11				100000/-
47	SZ	Hauz Khas	D47				100000/-
48	SZ	Laxmibai Nagar	D15				100000/-
49		Medical Store Depot (MSD)					100000/-