

# CSIR - NATIONAL BOTANICAL RESEARCH INSTITUTE

(Council of Scientific and Industrial Research)

Rana Pratap Marg, Lucknow – 226001



F. No. : NIT/Cashless Medical/2022-23 Bill

Dated 05-08-2022

## NOTICE INVITING E-TENDER

### **E-Tender for Empanelment of Chemist Shops on cashless basis** **(Please read all Tender documents before filling Online Tender)**

E-tenders in two bid system are invited from the Chemists & Druggists having turnover of more than **Rs. 10,00,000/- (Ten Lakh only) per annum** for empanelment of their shops for the purpose of providing Medicines to CSIR-NBRI employees and their dependent on credit basis. Chemists & Druggists who can provide medicines to CSIR-NBRI employees on the production of prescription prescribed by Medical Officer, CSIR Dispensary Nirala Nagar Lucknow, have to produce address proof of shops with their technical bid.

1.	Estimated cost of the work	Rs. 30,00,000/-
2.	Cost of tender document	--Nil--
3.	Earnest Money deposit	Rs. 60000/-
4.	Date and time for downloading of tender document	05.08.2022 05.00 PM
5.	Last date and time for receipt of e-tender	29.08.2022 up to 3.00 PM
6.	Date and time of opening of technical bid	30.08.2022 at 3.30 P.M

The eligibility criteria, security money etc. with detailed terms and conditions are available in the tender document which may be downloaded from our website <https://www.nbri.res.in> or CPP Portal <https://etenders.gov.in/e procure/app>.

The Director, CSIR-NBRI, Lucknow reserves the right to accept the tender or reject any or all the tenders without assigning any reason thereof.

Further, amendments / extension of date, if any, will be hosted on Institute's website only.

  
Controller of Administration

# CSIR - NATIONAL BOTANICAL RESEARCH INSTITUTE

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Rana Pratap Marg, Lucknow – 226001



## TENDER FOR EMPANELMENT OF CHEMIST SHOPS

CSIR-National Botanical Research Institute, Lucknow provides comprehensive medical facilities to its employees. As a part of this Scheme, The CSIR-NBRI aspires to provide timely medicines/drugs to the beneficiaries. With this objective, E-tenders in two bid system are invited from Chemists & Druggists having Annual turnover of more than **Rs. 10,00,000/- (Ten Lakhs only) per annum** for empanelment of their shops for the purpose of providing medicines to CSIR-NBRI employees, their family members on credit basis on the production of prescription prescribed by Medical Officer, CSIR Dispensary, Nirala Nagar, Lucknow.

1. **The bidder must submit their bid in two parts as mentioned below:**

### Part 1 :- Called “Technical Bid” containing :-

#### **(A) Earnest Money**

The bidders are required to submit Tender form/document duly signed & stamped on each page & EMD amount of Rs. 60,000/- (Rupees Sixty thousand only) through a Demand Draft /Bankers cheque issued by Scheduled Commercial Bank, in the name of “Director, NBRI” & payable at Lucknow.

**(B) Documents establishing Bidders eligibility (Technical Bid). The following documents should be enclosed while submitting the tender.**

- a) Cost of tender- **NIL**.
- b) Duly self attested copies of valid drug license held by the bidder as on the date of Bid opening in specified forms [(Form 20,21) or (20-B 21-B)] and ( 21-C, if required) for various categories of allopathic drugs 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 license remain valid till the end of the contract period.
- c) Copy of Declaration of bidder as per **Annexure – B** has to be signed.
- d) If the bidder is a Partnership concern, Copy of the Partnership Deed 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 may be furnished. In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any partner, the Tender and all other related documents must be signed by each partner of the firm.

- e) Copy of TIN allotment certificate & GST clearance certificate.
- f) No conviction certificate from State Drugs Controller that no case is pending against the bidder under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs Price Control Order issued from time to time.
- g) Copies of the balance sheets for the last three financial years to establish the turnover of the bidder.
- h) Address proof of the shop.

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

Duly filled prescribed Bid form (Price Bid as per **Annexure A**) containing the discount Offered on MRP to be uploaded in **Excel File Format (.xls)** attached with the E-BID.

**NB: Bids quoting less than 21 % discounts shall not be considered.**

**2 GENERAL CONDITIONS OF THE TENDER:**

1. The Chemist/Druggist shop should be in existence for the last three years (Copies of license held during the last three years should be attached with the tender).
2. The Chemist/Druggist must hold a valid wholesale or retail License issued by Drug Controlling Authority of the State for sale of medicines as applicable under the Rules of Union and State.
3. The Chemist/Druggist should possess PAN & TIN Nos., GST and also communication facilities such as telephone/mobile phone etc. for the purpose of communication and availability of medicines at the shop.
4. The shop should be easily accessible to the employees with approachable road. He has to provide separate counter to facilitate CSIR-NBRI to avoid delay.
5. The Chemist/Druggist can visit CSIR Dispensary or NBRI before submitting tender to acquaint itself with the procedure and requirement of medicines & for any clarification.
6. The Chemist/Druggist 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 medicines to be provided under the Contract. The quoted offer shall be on the MRP inclusive of all taxes and shall remain firm and fixed for the entire duration of the contract.

7. The Chemist/Druggist shall not impose any condition or make any changes, additions, alternation and modifications in the Tender document except offering the maximum discount on MRP of the drugs and taxes, if any, in figures and words in the **Annexure-A** of the tender document.
8. The award letter shall be treated as cancelled if the successful Chemist/Druggist fails to give his **acceptance within seven days from the date of receipt of award letter** or refuse/fails to provide medicines and the Earnest Money deposited by the Chemist/Druggist with the Tender shall be forfeited.
9. Successful Chemist/Druggist will execute an Agreement on a Non-Judicial Stamp paper worth **Rs. 100/- within five days** from the date of acceptance of award failing which the award letter shall be treated as cancelled without making any reference to the Chemist/Druggist.
10. The Chemist/Druggist shall furnish an interest free **Performance Security Money of Rs. 1,50,000.00 (Rupees One Lakh Fifty Thousand only) i.e. 5% of the Estimated annual value of contract**, in the form of Demand Draft or Bankers' Cheques favouring "Director, CSIR-NBRI, Lucknow" within 07 days from the date of issue of award letter of contract. Successful Chemist/Druggist will deposit **Rs. 1,50,000.00** as Performance Security Money before execution of an Agreement for the due discharge of his obligations under the contract. The Performance Security Money shall be refunded to the contractor after satisfactory completion of work during the contract period. The Earnest Money shall be adjusted against performance security money on the request of the Chemist/Druggist. The Performance Security Money deposited by the contractor shall not accrue any interest in any circumstance.
11. In the event of loss or damage, if any, sustained by CSIR-NBRI due to negligence on the part of the Chemist, the loss or damage sustained shall be recovered from the Performance Security Money of the contractor. The Tender document shall be made part of the Agreement to be executed on award of work.
12. The entire Tender form & documents must be signed by the Proprietor/Owner/Authorized Representative of the Chemist/Druggist and also affixed seal of the Firm on each and every page of the tender document. No power of attorney shall be entertained.
13. In case the date of opening is declared a holiday, the date of opening shall be automatically extended to the next working day.
14. The tender shall be liable to rejection if the Chemist/Druggist submits incomplete Tender or fails to fulfill any terms and conditions of the tender.
15. It will be presumed that the Chemist/Druggist has considered all terms and conditions of the Tender at the time of submitting the tender. No verbal or written inquires shall be entertained in respect of accepting or rejection of the Tender.

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17. Any action on the part of the Chemist/Druggist to influence any officer of CSIR-NBRI or canvassing in any form shall make his tender liable to rejection.
  18. If at the later stage, it is found that the documents and certificates submitted by the Chemist are forged or have been manipulated, the work awarded to the Chemist/Druggist shall be cancelled and EMD/Performance Security Money deposited by the Chemist/Druggist shall also be forfeited.
  19. Incomplete, late, delayed and conditional tenders will not be entertained.
  20. Tender shall be valid for acceptance for a period of 90 days from the date of opening of tender and shall be further extendable by another 30 days at the request of CSIR-NBRI.
  21. The Chemist/Druggist should have not been convicted by the State Drugs Controlling Authorities and no case is pending against the Chemist/Druggist under the Drugs and Cosmetics Act, 1940.
  22. The Director, CSIR-NBRI shall reject the tender if it determines that the Chemist/Druggist recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
  23. Director, CSIR-NBRI, Lucknow shall reserve the right to empanel more than one chemist, if the participated Chemists are ready to offer the same discount which has been offered by the highest discounter for the convenience of the employees and the pensioners.
  24. The duration of the contract shall be initially for a period of one year which can be extended on same terms & conditions or curtailed at the discretion of the Director, CSIR-NBRI, Lucknow.
  25. The Earnest Money shall be forfeited if the Chemist/Druggist withdraws its tender during the period of validity of the tender or in case of successful Chemist/Druggist, if the Chemist/Druggist fails:-
    - (I) To sign the contract in accordance with the terms and conditions of the tender;
    - (II) To furnish Performance Security as specified in the terms and conditions of the tender;
    - (III) Proper address proof of the shop.
  26. A person signing the Tender document or any documents related to tender forming part of the tender shall be deemed that he has authority to sign the tender document and his acts shall be binding on another person. If on enquiry, it appears that the person who has signed the tender document has no authority to do so, the CSIR-NBRI without prejudice to other Civil and Criminal remedies shall cancel the contract and hold that signatory responsible for all costs arising thereof.

27. The Director, CSIR-NBRI, Lucknow will declare a Chemist/Druggist ineligible either indefinitely or for a specified period of time for award of the contract if at any time it determines that the firm has engaged in corrupt and fraudulent practices in competing for or in executing the contract.
28. The premises of the Chemist/Druggist can be inspected by a team of Doctors /Officers to determine the eligibility criteria such as (a) physical verification of location of the shop regarding ease of access and the distance from CSIR Dispensary (b) verification of original documents (c) availability of proper cold-chain which would be a refrigerator and power back up system and (d) presence of retail outlet (e) assess availability of stock of medicines both physical and financial etc. and if the team is not satisfied with the veracity of the claims of the tenderer, the tender will be rejected.
29. The Chemist/Druggist who have been awarded the contract shall attend the meetings fixed by the Local Advisory Committee of CSIR-NBRI as and when called for. Those Chemist/Druggist, whose contracts had been terminated by CGHS/CSIR during the last three years on charges of substitution of medicines, over charging, misbehavior with CGHS/CSIR beneficiaries/officers, non-adherence to the terms and conditions of contract, etc., shall not be considered for empanelment. 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 CSIR-NBRI.

### **3 Chemist/Druggist's Obligations:**

1. The Chemist/Druggist shall provide medicines to CSIR-NBRI employees, their dependent family members on credit basis on production of prescription prescribed by Medical Officer, CSIR Dispensary, Nirala Nagar, Lucknow and the same shall be reimbursed by CSIR-NBRI to the Chemist/Druggist on production of bill enclosing therewith cash memos of the medicines provided to the CSIR-NBRI employees and their dependent family members.
2. The Chemist/Druggist shall provide medicines of latest batch and the expiry date should not be less than six months from the date of supply.
3. The Chemist/Druggist shall generate bill showing name of the medicine, batch no., MRP and net cost of the medicine after allowing discount as agreed. The Chemist will submit fortnightly/monthly bill attaching therewith cash memo and the prescription prescribed by the Medical Officer to CSIR Dispensary, Nirala Nagar for verification and the Medical Officer shall verify the bill and submit the same to Bill Section of CSIR-NBRI for payment.
4. The Chemist/Druggist shall record a certificate on the bill that the prices charged on the medicines are not more than the MRP printed on the strip/bottle etc. and the discount has been given as per agreement.

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5. The Chemist/Druggist shall provide the medicines as prescribed by the Medical Officer, CSIR Dispensary and no short/part supply of medicines shall be acceptable.
  6. The Chemist/Druggist shall provide the medicines in original packing of manufacturer.
  7. The Chemist/Druggist shall not provide substitute medicines unless it is permitted by Medical Officer of CSIR Dispensary in writing.
  8. The Chemist/Druggist shall keep the medicines such as Insulin, Rabipur etc. in the refrigerator and shall provide them on the recommendation of M.O., CSIR Dispensary without breaking their cold- chain.
  9. The Chemist/Druggist shall not provide cut strips and loose medicines without showing their batch number and expiry date.
  10. The Chemist/Druggist shall provide all medicines prescribed by the Medical Officer, CSIR Dispensary on the same day, if there is a Delay in delivery beyond 24hrs, the medicines shall be procured from open market and the difference of actual price and the discounted price shall be charged from the Chemist.
  11. The Chemist/Druggist shall maintain sufficient stock of medicines all times to avoid inconvenience to the employees.

#### **4 Special conditions of Contract**

1. Time is essence in the contract for providing the medicines to the employees of CSIR-NBRI and their family members and the Chemist/Druggist shall provide the medicines on the same day to avoid inconvenience to the patients.
2. The Chemist/Druggist shall provide the medicines directly to Employees of CSIR-NBRI and their family members on the basis of medicine prescription prescribed by the Medical Officer, CSIR Dispensary, Nirala Nagar, Lucknow.
3. The Chemist/Druggist shop should remain open on all working days from Monday to Saturday (from 8:00 AM to 7:00 PM).
4. The bill raised by the Chemist/Druggist shall be paid on fortnightly/monthly basis on the basis of certificates recorded by Medical Officer, CSIR Dispensary and the payment of the bills shall be paid through E-payment mode/RTGS. The Chemist/Druggist shall furnish the name and address of Bank, Account Details, nature of Account, IFSC Code etc. for crediting the payment in the Bank Account of the Chemist/Druggist.
5. **The amount of Rs. 1,50,000/- (One Lakh Fifty Thousand Only) deposited as Performance Security Money** shall be forfeited, if the Chemist/Druggist fails to

provide the medicines in time or delay in delivery or provides short supply or substitute/spurious drug.

#### **5 PENALTIES/LIABILITIES:**

1. That the contractor shall be responsible for faithful compliance of the terms and conditions of this contract. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at the Chemist/Druggist's risk and cost.
2. That if the contractor violates any of the terms and conditions of this contract or commits any fault or his services are not to the entire satisfaction of the officer authorized by the Director, CSIR-NBRI in this behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
3. The performance security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Chemist/Druggist and/or loss/damage if any, sustained by the CSIR-NBRI on account of the failure or negligence or in the event of breach of the agreement by the Chemist/Druggist.

#### **6 COMMENCEMENT AND TERMINATION:**

1. The contract shall come into force with effect from the date of signing of agreement and shall remain in force for a period of one year. The period of contract may be extended for further another one year on the same terms and conditions as are mutually agreed upon.
2. The contract may be terminated on any one of the following contingencies:-
  - a). On the expiry of the contract period as stated above;
  - b). Providing sub-standard, spurious drugs or substitute medicines;
  - c). Delays in providing the medicines;
  - d). Engaged in corrupt and fraudulent practices including sub-contracting;
  - e). Commits breach of any of the terms and conditions of the contract and
  - f). One month's prior notice to the Chemist/Druggist.



3. The Chemist/Druggist shall not stop providing the medicines without giving three months prior notice.
4. During the notice period, the Chemist/Druggist shall keep on providing the medicines as before till the expiry of the notice period.
5. Any notice given by one party to the other party in pursuant to this Contract shall be sent to either party in writing by registered post or by facsimile and confirmed by original copy to be sent by post to the Party's address.

## 7 ARBITRATION:

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to **Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.**
2. The Arbitrator may give interim award(s) and/or directions, as may be required.
3. Subject to the aforesaid provisions, the arbitration & Conciliations Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

**CSIR- National Botanical Research Institute; Lucknow**

EMPANELMENT OF CHEMIST/ DRUGGIST

PRICE BID

(to be uploaded in Excel File Format attached with E-BID)

From:

Complete address, Phone/ Fax & Mobile No. of the bidder.

To:

Director  
(CSIR- National Botanical Research Institute; Lucknow)  
LUCKNOW

Dear Sir,

I/We hereby offer to provide the medicines/drugs to CSIR-NBRI employees and their dependent family members on credit basis at the following discounted price on all items of medicines/drugs:

1) Uniform Discount on the Printed MRP (Maximum Retail Price)

a) Percentage discount (in Figures): \_\_\_\_\_

b) Percentage discount (in Words) : \_\_\_\_\_

2) I also undertake to give above quoted discount on all the items of medicines/drugs at Printed MRP on the strips/bottle, injection etc.

3) I also undertake to provide the medicines in time and no "substitute medicines" will be supplied.

(NOTE:- No cutting/overwriting & correction through whitener is allowed in this page.)

Signature

Name

Seal.

**CSIR- National Botanical Research Institute; Lucknow**

**EMPANELMENT OF CHEMIST/DRUGGIST**

Declaration by the Chemist/ Druggist:

From:

Complete address, Phone/ Fax & Mobile No. of the bidder.

To:

Director  
(CSIR- National Botanical Research Institute; Lucknow)  
LUCKNOW

Dear Sir,

1. I / We hereby offer to supply medicines/drugs to CSIR Dispensary Nirala Nagar Lucknow as indicated in the Bid notice or to such Wellness Centres/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 CSIR dispensary.
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 03 (Three) Kilometers distance by shortest motorable route from CSIR dispensary Nirala Nagar Lucknow
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:

Seal