



Government Of India
Ministry Of Water Resources, River Development And Ganga Rejuvenation
CENTRAL WATER AND POWER RESEARCH STATION
Khadakwasla, Pune – 411 024.

TENDER DOCUMENT
FOR
PROCUREMENT OF MEDICINES & SURGICAL OF VARIOUS TYPES FOR
DIFFERENT INDICATIONS AND USES IN HEALTH UNIT

DUE DATE OF OPENING : 09.12.2016 AT 15:00 HRS.

EXECUTIVE ENGINEER (CIVIL),
CW&PRS, PUNE-24

Phone: 24103320

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Website : www.cwprs.gov.



**GOVERNMENT OF INDIA
MINISTRY OF WATER RESOURCES, RIVER DEVELOPMENT AND GANGA
REJUVENATION
CENTRAL WATER & POWER RESEARCH STATION,
KHADAKWASLA, PUNE-24**

**TENDER DOCUMENT FOR
PROCUREMENT OF MEDICINES & SURGICAL OF VARIOUS TYPES FOR DIFFERENT
INDICATIONS AND USES IN HEALTH UNIT**

NAME OF THE BIDDER:

(WITH ADDRESS)

PHONE / FAX :

LAST DATE OF RECEIVING TENDER : 09.12.2016 Up to 14:30 Hrs.

DATE OF OPENING OF TENDER : 09.12.2016 at 15:00 Hrs.

THIS TENDER DOCUMENT CONTAINS THE FOLLOWING:

- 1) TERMS & CONDITIONS**
- 2) SCHEDULE**

THE BIDDER SHOULD READ ALL THE INSTRUCTIONS IN THE DOCUMENT THOROUGHLY BEFORE SUBMITTING THE TENDER AND ADHERE TO THE DATES GIVEN

SIGNATURE OF BIDDER

EXECUTIVE ENGINEER (CIVIL)

WITH SEAL

Terms & Conditions

1. The bidder should adhere to all the terms and the conditions. If there is any discrepancy in complying with any term and condition laid down, the bid is liable to be rejected and the decision of the competent authority would be binding on the bidder.

2. The Tender forms can be obtained from the Office of Executive Engineer (Civil) between 09:30 hours and 16:00 hours from **16.11.2016 to 06.12.2016** on payment of non-refundable fee of **Rs. 575/-** each (Including service charge) + postal charges of Rs. 50 /- if required by post by Cash/Demand Draft drawn in favour of Executive Engineer (Civil), CWPRS, payable at Pune-24. Tender documents can also be downloaded from the CWPRS website www.cwprs.gov.in should be submitted along with the tender of Rs. 575/- in the form of DD drawn in favour of Executive Engineer (Civil), CWPRS, payable at Pune.

3 . Earnest money deposit : Demand draft/FDR for Rs. 2400/- (Rs . Two Thousand Four Hundred Only) towards EMD should be enclosed with bid document. Bids received without adequate EMD and in the form of cheque will be summarily rejected.

4 . DUE DATE/BID OPENING : Due date of submission of bid is **09.12.2016** up to 14:30hrs. The tender would be opened at 15:00 hrs on **09.12.2016**. The bid received after the due date and time will be rejected. Unsigned bid will be also rejected.

5. Bids shall open in the office of Executive Engineer (C) in the presence of bidders or their authorized representatives who choose to attend, on due date. The bidders representative who are present, shall sign and attendance register.

SECTION – I

Instructions to Bidders

1. SCOPE OF WORK

The wholesaler/chemist will supply the medicines / drugs at the agreed discount in the stipulated time on the basis of the Indents / Purchase order slip issued by the CWPRS Health Unit.

2. ELIGIBILITY

- (1) Chemist shop should be in existence continuously for at least one year.
(Copy of license held for last one year).
- (2) The chemist must hold a valid wholesale or retail license issued by Drug Controller Authority of the State for running the chemist shop for various categories allopathic drugs as per Form 20,20-B,21,21-B & 21-C as applicable under the Provisions of Drugs and Cosmetics Act 1940 as on the date of Bid opening in specified forms (Form 20,20-B, 21, 21-B as applicable) 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 Bidder will further ensure that their licenses remain valid till the end of the contract period.
(All the relevant documents have to be submitted while submitting the tender).
- (3) 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.
- (4) VAT clearance certificate should be available. A copy of the same may be submitted.

3. COST OF BIDDING

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

4. BIDDING PROCEDURE, SIGNING AND SEALING OF BIDS

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

Part 1:- containing:-

(A) Earnest Money

The bidders are required to submit their EMD amount of Rs. 2400/- (Rupees Two Thousand four Hundred only) through a Demand Draft issued in the name of "**Executive Engineer (Civil) C.W. P.R.S. Pune-411024**" payable at Pune as Earnest Money. The demand draft must be issued by a Scheduled Bank. Original EMD/ Demand Draft should be submitted along with tender.

Executive Engineer (Civil),
C.W. P.R.S.,
Khadakwasala, Pune-411024.

(B) Documents establishing Bidders eligibility (Technical Bid)

The following documents should be submitted while submitting the tender as mentioned below.

- a) EMD/ Demand Draft for Rs. 2400
- b) Duly self attested copies of valid licenses held by the bidder as on the date of Bid opening in specified forms (Form 20, 20-B, 21, 21-B) 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 licences remain valid till the end of the contract period.
- c) Copy of the Partnership Deed if the bidder is a Partnership concern
- d) VAT clearance certificate.
- e) Copy of Drug Licence for the last one year.

Part 2:- which shall contain:-

Duly filled prescribed Bid form (**Price bid** as per Annexure B) containing the discount offered.

The bidder is requested to quote the rates on the tender forms provided by this office only & return in original, duly signed the terms and conditions attached therewith, over the rubber seal of the firm.

NB: Bids quoting less than 15% discount shall not be considered.

The bid is liable to be rejected, if the required information / documents

have not been furnished as asked.

5. PERIOD OF VALIDITY OF BIDS

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

6. PERIOD OF CONTRACT

The successful bidder has to sign all documents including contract papers etc.

The contract shall initially be for a period of one year from the date of acceptance and signing the agreement on stamp paper of ₹ 500/- (Rupees five hundred only). 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 Executive Engineer (Civil), CWPRS.

7. RIGHT TO ACCEPT / REJECT ANY BID

The Executive Engineer (Civil), CWPRS , Pune 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 CWPRS' action.

The Executive Engineer (Civil), CWPRS 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.

8. CORRUPT OR FRAUDULENT PRACTICES

- (i) The CWPRS requires that the bidder under this bid observes the highest standards of ethics during the procurement and execution of such contracts.
- (ii) In pursuance of this policy, the terms 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 procurement process or in contract execution; and

b) "Fraudulent practice" means misrepresentation of facts in order to influence the procurement process or execution of a contract to the detriment of the CWPRS, 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 the CWPRS of the benefits of the free and open competition;

9. FORFEITURE

The Earnest Money may be forfeited if a Bidder withdraws its tender during the period of bid validity or in The 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.

10. SUBMISSION OF BIDS

The bidders will submit all the bid documents to

EXECUTIVE ENGINEER(CIVIL)
CWPRS
KHADAKWASALA ,PUNE-24

11. 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 shall be on the MRP inclusive of all taxes and remain firms and fixed for the entire duration of the contract.

The rates quoted in tender shall be written in ink both in figure and words. If there is any deviation rates quoted in words will be taken into consideration.

12. INSPECTION OF BIDDERS PREMISES

If the Technical Bid on the basis of the documents mentioned in this section appears to be in fulfilment of eligibility the premises of bidders will be inspected by a team of officers for (a) physical verification of location

of the shop (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. before opening the Commercial Bid. In case, the team is not satisfied with the veracity of the claims of the bidder the Commercial Bid will not be opened.

13. OPENING OF BIDS

Tenders shall be opened as per above mention process.

14. SECURITY GUARANTY

The Successful bidder will have to furnish a Security Guaranty for an amount of Rs. **12,000(Rupees Twelve Thousand Only) through demand draft payable to Executive Engineer (Civil), C.W. P.R.S. Pune-411024 .payable at pune.**

MISCELLANEOUS

Executive Engineer (Civil) of CWPRS reserves the right to enter into parallel contracts simultaneously or at any time during the period of this contract, with one or more chemists.

The successful Bidder's Security Deposit 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 CWPRS.

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SECTION - II
Conditions of Contract

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.

2. 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.

3. PRESENTATION OF BILLS/ SUPPLY OF MEDICINES

The Authorized chemist shall present the bill and delivery challan to HEALTH UNIT, CWPRS along with the medicines as per the indent. 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 with date, rate, discount as per contract etc. and any other information required by the CWPRS.

Incomplete bills not accompanied by any of the particulars mentioned above will not be entertained.

4. 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 honoured 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.

The Chemist should not stop the supplies of the medicines/drugs without giving 30 days notice.

5. TERMINATION FOR DEFAULT

The CWPRS 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.

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

c. If a firm accepts an order and fails to execute the order, in full or part as per terms & conditions stipulated therein it will be open to the Executive Engineer (Civil) to recover liquidated damages from the firm at the rate of 1% of the value of the undelivered stores per month or part thereof, subject to a maximum of 5% of the value of the undelivered stores. It will also be open to the Executive Engineer (Civil), alternatively to arrange procurement of the required stores from any source, at the risk and expense of the firm accepted and failed to execute the order according to stipulations agreed upon. This will also entail removal of the defaulter's name from the approved/registered list of suppliers.

6. SUPPLY OF MEDICINES

1) Medicines and allied products will have to be supplied **within a period of one week from the date of issue of supply orders along with bills and delivery challan in triplicate.**

Medicine and allied ordered will have to be delivered at Health Unit at C.W.&P.R.S., Khadakwasla, Pune-411 024.

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

3) The chemist will indicate batch number, name of manufacturer, date of expiry in of drugs indented in the relevant columns of the Indent sheet at the time of supplying the medicines/drugs to the concerned CWPRS HEALTH UNIT.

4) It shall be presumed that normally materials are available ex-stock and shall be supplied within one week's time. In case of any likely delay in effecting supplies, the delivery period shall specifically be indicated on the receipt of the supply order to the M.O. (HEALTH UNIT) CW&PRS under intimation to this office

so as to enable to take suitable action.

5) 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 Chemist) firm will be liable to for legal action that may be initiated.

6) The rejected/not accepted materials should have to be removed from the site by the supplier at his cost within 10 days from the date of rejection of the materials. The department shall not be responsible for any shortages/ damages of such materials lying in the office

7. INDEMNITY

The bidder shall indemnify the CWPRS 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 CWPRS 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 CWPRS 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 CWPRS and will not hold the CWPRS responsible or obligated. The CWPRS 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.

8. PAYMENT

Payments of the bills presented will normally be arranged in 6 to 8 weeks from the date of presentation of the bill. However, the authorized chemist shall make no claim from the Government of India (CWPRS) in respect of interest or damages in case the payment is delayed for any reasons. The payment has to be through ECS for which bidder should give requisite detail of bank address, Account No. Etc.

9. ARBITRATION

The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the CWPRS and the bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration by the Executive Engineer (Civil) of CWPRS who shall give written award of his decision to the bidder. The decision of the Executive Engineer (Civil) CWPRS will be final and binding.

10. NOTICES

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.

EXECUTIVE ENGINEER(CIVIL)
CWPRS ,KHADAKWASALA ,PUNE-24

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

ANNEXURE – B

**TENDER FOR ANNUAL SUPPLY OF MEDICINES FOR HEALTH UNIT -
C.W.P.R.S.**

From:

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

To:

Executive Engineer (Civil),
C.W. P.R.S. Pune-411024.

Dear Sir,

I/We hereby offer to supply medicines/drugs HEALTH UNIT C.W. P.R.S.
At PUNE the rate given below:-

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

a)
(In percentage term -in Figures)

b)
(In percentage term -in Words)

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

3) I also undertake that medicines shall be provided timely as per indent

Signature.....

Name

Rubber Stamp.

