

**EMPANELMENT OF LOCAL CHEMISTS UNDER ICFREPHS**

**for**

***New Forest Hospital, Forest Research Institute, Dehra Dun***

**RE-TENDER DOCUMENT**

**Re-Tender No : FRI-DDN/8-10/2022-23) / NFH-LAC**



***New Forest Hospital***

***Forest Research Institute***

***P.O. New Forest***

***Dehra Dun – 248 006***

**FORST RESEARCH INSTITUTE,**

**New Forest, Dehradun, Uttarakhand**

**Tender Ref. No. FRI-DDN/8-10/ 2022-23/NFH-LAC,**

**Tender ID: 2021\_ICFRE\_626869\_3**

**Dated 23.12.2021**

**RE-TENDER DOCUMENT**

FOR

**EMPANELMENT OF LOCAL CHEMIST FOR NEW FOREST HOSPITAL, FRI, DEHRADUN**

**Physical Bids (Offline mode) under two bid system (Technical and Commercial)**

The ICFREPHS is providing comprehensive medical care facilities to the ICFRE pensioners and beneficiaries. As per of this scheme, the beneficiaries are eligible for the supply of medicines and drugs. The ICFRE aspires to ensure timely supply of medicines/drugs to the beneficiaries. With this objective on behalf of Director, Forest Research Institute, New Forest, Dehradun, ICFREPHS Scheme (New Forest Hospital, FRI, Dehradun ) invites sealed tenders from the eligible chemists for supply of medicines/drugs to the New Forest Hospitals ,Forest Research Institute, New Forest, Dehradun, Uttarakhand

Technical Clarifications	JPS RANA, Chief Pharmacist,	New Forest Hospital, P.O. New Forest, Dehradun-248006	Ph: 0135-222-4615, Mob. No. 9410153268 E-mail: ranajps@icfre.org
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**Bidding Schedule**

**The detailed schedule for the same is as follows:-**

S. No.	Particulars	Date	Time	Location
1.	Published Date	23.12.2021	04:00 PM	FRI Website: <a href="http://fri.icfre.gov.in/tender/">http://fri.icfre.gov.in/tender/</a> and CPP portal: <a href="https://www.eprocure.gov.in/epublish/app">https://www.eprocure.gov.in/epublish/app</a>
2.	Bid Document Download Tender document Start Date	23.12.2021	04:30 PM	At CPPP Portal and FRI website as above
3.	Seek Clarifications Start Date	24.12.2021	10:00 AM	Through Phone/Email
4.	Bid Submission Start Date	24.12.2021	10:00 AM	At Purchase Section, FRI Dehradun
5.	Seek Clarification End Date	15.01.2022	05:00 PM	Through Phone/Email
6.	Bid Submission End Date	17.01.2022	01:00 PM	At Purchase Section, FRI Main Building
7.	Bid Opening Date	17.01.2022	03:00 PM	At Purchase Section, FRI Main Building

\* It is the responsibility of the Bidder to ensure that their bids whether send by post or by courier or by person are dropped in the Tender Box.

Sd/-  
[Purchase Officer]  
FRI

**Tender Ref. No FRI-DDN/8-10/ 2022-23/NFH-LAC, Tender ID: 2021\_ICFRE\_626869\_3**

**Attention: Local Chemists**

**EMPANELMENT OF CHEMISTS FOR NEW FOREST HOSPITAL, FOREST RESEARCH INSTITUTE, NEW FOREST, DEHRADUN**

Application are invited from reputed Local Chemists at Dehradun for empanelment for the supply of medicines to NEW FOREST HOSPITAL, FOREST RESEARCH INSTITUTE, NEW FOREST, DEHRADUN

The application should be submitted in duplicate along with Tender Form. The Tender Form can be download from the website <http://fri.icfre.gov.in/tender/> of the FOREST RESEARCH INSTITUTE, NEW FOREST, DEHRADUN or can be downloaded from Central Public Procurement Portal(CPPP): <https://www.eprocure.gov.in/epublish/app> Each tender document should accompany the proof for deposit of Rs.1770/- or a Bank Draft in the name of Director, FRI as Tender fee or as cost of Tender.

Minimum requirement for eligibility:-

1. The chemist should hold valid licenses in specified forms for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provision of Drugs and Cosmetics Act, 1940.
2. No conviction certificate from the State Drug Controller stating that no case is pending against the firm under the Drugs and Cosmetics Act & the rules made thereunder as well as under Drugs Price Control order issued from time to time.
3. The turnover of the bidder (Chemist) should be at least Rs.20 Lakh only (Rs. Twenty Lakhs only) in the last three financial years. The bidder must submit the documentary evidence like Profit & Loss A/c, audited Balance Sheet in support of their claim.
4. Affidavit to the effect that the chemist shop/establishment is situated within 10kilometers distanced by shortest motorable route from the New Forest Hospital.
5. GST registration and clearance certificate for the last three years from the concerned STO (Sales Tax Officer).
6. A copy of PAN allotted to the firm.

Enquiries will be entertained in the pre-bid conference only. Director, Forest Research Institute, Dehradun reserves the right to reject all/any application received from the chemists without assigning any reason.

**Application along with the Bid documents duly filled in should be submitted to the office of the Purchase Officer, Forest Research Institute, Dehradun on or before 17/01/2022 upto 01:00pm.**

**NOTE: The firms who have already submitted Tender Fee and EMD against the Tender Ref. No. FRI-DDN/8-10/ 2022-23/NFH-LAC, Tender ID: 2021\_ICFRE\_626869\_1, dated 05.10.2021, and Tender ID: 2021\_ICFRE\_626869\_2, dated 25.11.2021, for a particular item need not to submit again for the same. But the firms have to submit the bid again with all other required documents for technical eligibility of tender.**

Sd/  
Purchase Officer  
Forest Research Institute, Dehradun

## Check list

### Certificates/Documents required to be submitted in the Bid

The prospective bidders have to submit the following certificates/documents invariably along- with Bid. If these documents are not submitted conditions not met, the quotation shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

Re-Tender No. FRI-DDN/8-10/ 2022-23/NFH-LAC, Tender ID: 2021\_ICFRE\_626869\_3,

Date: 23.12.2021

Name of the bidder: \_\_\_\_\_

Address for Correspondence: \_\_\_\_\_

Phone & Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

SL. NO.	Documents to be submitted by bidder	Document Enclosed YES/NO	If Yes, Mention The Page NO .
1	Bank Demand draft of Tender fee Rs.1770.00 (Rs. One Thousand seven hundred seventy only ) issued from any of the Commercial Banks of India drawn in favour of “Director, Forest Research Institute, Dehradun”		
2	Demand draft of Rs. 1,00,000.00 (Rs. one lakh Only) as earnest money (EMD) issued from any of the Commercial Banks of India drawn in favour of “Director, Forest Research Institute, Dehradun”		
3	Duly self attested copy of Retail Drug license issued by competent authority of Uttarakhand.		
4	Affidavit regarding distance of shop from New Forest Hospital, FRI, Dehradun		
5	Declaration of bidder as per Annexure –C		
6	Copy of partnership deed if the bidder is a partnership concern.		
7	Self attested copy of GST certificate & last years GST Clearance certificate from the Tax Department.		
8	Letter of authority as per Annexure –D		
9	No conviction certificate from state drug authority		
10	Self attested copies of last three years audited balance sheet or turn over certificate issued by chartered accountant.		
11	Bank details of bidder.		
12	Self attested copies of AADHAR & PAN of bidder.		
13	Price bid as per Annexure –B		

Checklist must be filled along with page numbers of tender document.

## **SECTION- I**

### **Instruction to Bidders**

#### **1. SCOPE OF WORK**

The empanelled chemists will supply the medicines/drugs at the agreed discount in the stipulated time on the basis of the Indents/authority slip issued by the New Forest Hospital.

#### **2. Eligibility**

- 2.1 The chemist must hold valid licenses as on the date of Bid opening in specified forms (For, 20, 20-B, 21, 21-B & 21-C) for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provision of Drugs and Cosmetics Act, 1940. The successful Bidder will further ensure that their licenses remain valid till the end of the contract period.
- 2.2 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.
- 2.3 The annual turnover of the bidder should be as per Annexure-I during the last three financial years. The Chemist shop/establishment should be situated within 10 kilometers distance by shortest motorable route from the New Forest Hospital.
- 2.4 GST clearance certificate should be available with the bidder.

#### **3. COST OF BIDDING**

The prospective bidders shall bear all the costs associated with the preparation and submission of their bid. The FRI in no case will be responsible or liable for these costs regardless of conduct or outcome of the bidding process.

#### **4. PRE BID MEETING**

- 4.1 A pre-bid meeting open to all prospective bidders will be held as per Bidding Schedule in the office of the Purchase Officer, Forest Research Institute, New Forest , Dehradun wherein the prospective bidders will have an opportunity to obtain clarifications regarding work and tender conditions.
- 4.2 The prospective bidders are free to ask for any additional information and clarifications concerning the work either in writing or orally. The clarifications given will be common and applicable to all bidders.

#### **4 BIDDING PROCEDURE, SIGNING AND SEALINGS OF BIDS**

- 5.1 The bidder must submit his Bid in two sealed envelopes as mentioned below:

#### **Envelops No. 1 :- Called “ Technical Bid Envelope” containing:-**

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

The bidder are required to submit a Demand Draft of Rs. 1,00,000/- (Rupees One Lakhs only) in the name of “The Director, FRI” payable at Dehradun as Earnest Money. The Demand Draft must be issued by a Scheduled Bank.

## **(B) Documents establishing Bidders eligibility (Technical Bid)**

**The following documents should be submitted along with the Technical Bid in the sequence mentioned below. Each page will be duly signed and serially numbered. Corrections or overwriting duly attested.**

- a) Photocopy of the demand draft by which earnest money has been submitted.
- b) Proof of deposit of Rs. 1770/- as Tender cost.
- c) Duly 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 & 21-C) 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 ensure that their licenses remain valid till the end of the contract period.
- d) Declaration of bidder as per Annexure-C.
- e) Copy of the Partnership Deed if the bidder is a Partnership concern.
- f) GST clearance certificate.
- g) Letter of Authority as per Annexure-D.
- h) No conviction certificate from State Drugs Controller that no case is pending against the firm 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.
- i) Copies of the balance sheets for the last three financial years to establish the turnover of the bidder.
- j) Proof of availability of bar code scanning facilities with the bidder.

## **Envelope No. 2 : Called “ Commercial Bid Envelope” which shall contain :-**

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

5.2

- a) The Bid is liable to be rejected, if the required information/documents have not been furnished as asked for in

### **Clause – 5.1 (B)**

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

- i. A sole proprietor of the firm, or constituted attorney of such proprietor.
- ii. A partner of the firm, if it is a partnership firm and in this case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.

**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 to be furnished.
- 2. In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any such partner, the Bid and all other related documents must be signed by every partner of the firm.
- 3. A person signing the Bid form or any documents forming part of the bid on behalf of another shall be deemed under warranty that he has authority to bind with his acts such other person. If on enquiry, it appears that the person so signing has no authority to do so, the FRI 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.

5.3 Both the Technical Bid and Commercial Bid Envelopes shall be sealed separately and shall clearly indicate **“Envelope No. 1-Technical Bid” and “Envelope No. 2- Commercial Bid”** respectively. Both the sealed envelopes shall be kept in the third envelope and shall be addressed to the Purchase Officer, Forest Research Institute, Dehradun

Please write the Tender Notice No. on each Envelope and seal all the Envelopes.

#### **5.4 PERIOD OF VALIDITY OF BIDS**

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

#### **5.5 PERIOD OF CONTRACT**

The period of the contract shall be for a period of two years from the date of the signing of contract. However, strictly on the basis of the satisfactory services it is liable to be extended for a period of one more year at the sole discretion of Director, Forest Research Institute, Dehradun on the same terms and conditions.

#### **5.6 RIGHTS TO ACCEPT/REJECT ANY BID**

The Director, Forest Research Institute, Dehradun reserve 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 FRI action.

The Director, Forest Research Institute, Dehradun 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.

#### **5.7 PERFORMANCE SECURITY GUARANTEE**

**The successful bidder will have to furnish a Performance Bank Guarantee for an amount of Rs. 2,00,000.00 (Rs. Two Lakhs Only)** either in the form of Bank Guarantee valid for 30 months (as per format at Annexure-A) issued by the Scheduled Bank or through Demand Draft payable to “Director, Forest Research Institute, Dehradun” No claim shall be made against Director, Forest Research Institute, Dehradun in respect of interest if any due on the Performance Security.

The Performance Bank Guarantee should remain valid upto six months beyond the validity of the contract.

#### **5.8 CORRUPT OR FRAUDULENT PRACTICES**

- (i) The FRI 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 FRI, 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 FRI of the benefits of the free and open competition.
- (iii) The FRI will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (iv) The FRI will declare a firm eligible, 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.

## **5.9 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.

## **5 SUBMISSION OF BIDS**

- (i) The Bidders will submit the Bid documents at the office of the Purchase Officer, Forest Research Institute, Dehradun by the time and date as stipulated in the Bidding Schedule. The Bids received after this date will not be entertained. The postal delays will also not be condoned.
- (ii) Any conditional Bid will not be accepted.

## **6 PRICING**

The bidder should quote uniform discount on retail price printed on strip/Bottle/Unit packed in percentage terms in respect of all items of supplies to be made under the Contract. It should be noted that liability to pay any GST/Levy/Cess/Octroi etc. leviable under the law would be that of the supplier. FRI will pay the labeled MRP minus local taxes less tendered discount thereon. The quoted offer shall remain valid for the entire duration of the contract.

## **INSPECTION FO BIDDERS PREMISES**

If the Technical Bid on the basis of the documents mentioned in this section appears to be fulfilling the eligibility conditions the Bidders’ premises will be inspected by a team of officers for (a) physical verification of site and distance, (b) verification of original documents (c) availability of proper cold-chain which would be 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.



## **7 OPENING OF BIDS**

Tenders shall be opened at the office of the Purchase Officer, Forest Research Institute, New Forest, Dehradun. One representative of the Bidder having the authority letter (Annexure-D) can attend the Bid opening event. The Technical Bid envelopes are to be opened in the first instance at the time and date stipulated in the Bidding Schedule. Thereafter in the second stage the Commercial Bid envelope shall be opened only of the acceptable offers based on the Technical Bids.

## **8 NOTIFICATION OF ACCEPTANCE OF BID**

The Purchase Officer, Forest Research Institute, New Forest, Dehradun. will communicate acceptance of the Bid by a letter.

## **9 MISCELLANEOUS**

- 9.2 The Director, Forest Research Institute, New Forest, Dehradun reserves the right to enter into parallel contracts simultaneously or at any time during the period of this contract, with one or more chemists.
- 9.3 Appointed chemist will as and when required attend the meeting fixed by the Local Advisory Committee in the New Forest Hospital.
- 9.4 Those chemists in whose cases the FRI has terminated their contract on the basis of substitution of medicines, over charging in the bill, misbehavior with FRI beneficiaries/Officers etc. will not be eligible for participating in the Tender (Affidavit to be submitted).
- 9.5 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 30days after the expiration of the period of tender offer validity prescribed by the FRI.

## **Section – II**

### **Conditions of Contract**

#### **1. COLLECTION OF INDENT FOR SUPPLY**

The Authorized Chemist or his representative should collect local Purchase Indent on the basis of which supplies are to be made, from the New Forest Hospital, FRI, Dehradun at the closing hours of New Forest Hospital on every working day. The indent will also be supplied on line through the interest.

#### **2. DELIVERY OF SUPPLIES**

The delivery of the supplies in full will be made on the next working day by 8.30 a.m or at the opening hours of New Forest Hospital, whichever is later, at the premises of the New Forest Hospital indenting the supplies or in case of emergency at the residence of the patients as directed by Officer I/c of the New Forest Hospital.

#### **3. NON SUBSTITUTION**

In Case of Indent for specific brand of medicines, the brand shall not be substituted.

#### **4. 4.1 PACKED SUPPLIED**

Supplies are required to be made in original packing of manufacturing. 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 put all medicines indented for one patient in one packet and write the name and the quantity of medicines on the packed of the patient.

#### **5. AUTHORITY SLIP**

In case an Authorized Medical Attendant of the New Forest Hospital 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 7days, whichever is less.

#### **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 DISPENSARY**

The Local chemist shall be provided with the indent online by the New Forest Hospital. The chemist will therefore have to ensure connectivity with the FRI computer network. Copies of the indent shall be printed by the local chemist on plain computer stationery as per specifications prescribed by FRI. Billing will have to be online. The chemist must also have facilities for bar-code scanning.

## **7.2 PRESENTATION OF BILLS:**

- i. The Authorized chemist shall present the bill to New Forest Hospital 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, prescription slip No. with date, rate discount as per contract etc. and any other information required by the FRI.
- ii. The bill shall be supported by the original indent along with the certificate from the Officer in-charge of New Forest Hospital under his/her signature, with date, seal of the office for receipt of the items indented.

In complete 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 upto the last date of 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 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 the substitute medicines.
- iii. Delays supplies.
- iv. Over charges

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 for Rs.1000 + cost of the specific brand of medicines for each such default.
- 10.2 The delivery of supplies in full will be made on the next working day by 8.30a.m or at the opening hours of New Forest Hospital, whichever is later, at the premises of the New Forest Hospital indenting the supplies or in case of emergency at the residence of the patients as directed by Officer I/c of New Forest Hospital. 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 item.

## **11. TERMINATION FOR DEFAULT**

The FRI 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 FRI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

## **12. RESERVATION OF RIGHT FOR APPOINTMENT OF MORE CHEMISTS FOR NEW FOREST HOSPITAL**

The Director, FRI, Dehradun reserves the right to appoint any number of Authorized Chemists for New Forest Hospital. The Director, FRI, Dehradun also reserves the right to decide which chemist shall normally serve with New Forest Hospital if the same discount offered by more than one bidder. Without prejudice to the right, emergency purchases can be preferred from any of the empanelled chemist irrespective of such allotment of New Forest Hospital to each Authorized Chemist for purchase of normal supplies.

## **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 ICFREPHS 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 clause 12 hereunder, the contract is liable to be terminated/cancelled at chemist's risk and cost. Any extra cost involved in arranging supply from alternative source will be recovered from the chemist. It is in addition and without prejudice to the deduction in clauses 12 & 13 hereunder.
- 13.3 The chemist will indicate batch number, name of manufacturer, date of expiry in the indents at the time of supplying the medicines/drugs to New Forest Hospital.
- 13.4 (a) The medicines/drugs to be supplied will be of standard quality. In case it is found that any particular medicine's date 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 be debarred for a period of 3 years besides other legal action that may be initiated. In case the supplier fails to supply indented drugs/medicines, the FRI 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 FRI. However the chemist will be allowed to claim what would be payable to him for the medicines as per the agreed terms & conditions.
- (b) 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 for Rs. 1000 + cost of the specific brand of medicines for each such default.
- 13.5 Indented medicines for the beneficiaries shall be supplied in individual packets by the designated chemist.

### **13. INDEMNITY**

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

### **14. PAYMENT**

The authorized chemist shall claim payments twice 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 FRI 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.

### **15. 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 FRI 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 the Director Forest Research Institute, New Forest, Dehradun who shall give written award of his decision to the bidder. The decision of the Director Forest Research Institute, New Forest, Dehradun will be final and binding.

### **16. 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.

Director, Forest Research Institute, New Forest, Dehradun

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

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

**EMPANELMENT OF CHEMISTS FOR NEW FOREST HOSPITAL, FOREST  
RESEARCH INSTITUTE, NEW FOREST, DEHRADUN**  
**PERFORMANCE SECURITY FORM (PSF) (For an amount of Rs. 2,00,000/-)**

To,

The Director,  
Forest Research Institute, New Forest, Dehradun

WHEREAS \_\_\_\_\_ (Name of successful bidder) hereinafter called “successful Bidder” has undertaken, purchase contract No. \_\_\_\_\_ dated, \_\_\_\_\_ 2021 to \_\_\_\_\_ (Description of Services) hereinafter called “the Contract” in pursuance of Tender Document dated \_\_\_\_\_ issued by \_\_\_\_\_.

ANY WHEREAS it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee by a scheduled 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 scheduled 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. 2,00,000/- (Rs. Two Lakhs only) and we undertake to 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.

2. 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.
3. 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.
4. You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms & conditions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the terms and

conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.

5. We undertake not to revoke this guarantee during its currency.
6. 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 is 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.
7. This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of one year or until it is released by you pursuant to the provisions of the contract.

**Signed and sealed this                      day of                      2021 at**

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

(Signature)

(Name)

(Designation)

(Address)

**EMPANELMENT OF CHEMISTS FOR NEW FOREST HOSPITAL, FOREST  
RESEARCH INSTITUTE, NEW FOREST, DEHRADUN**

**PRICE BID**

From:

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

To : Director,  
Forest Research Institute,  
New Forest, Dehradun

Dear Sir,

I/we hereby offer to supply medicines/drugs to New Forest Hospital, Forest Research Institute,  
New Forest, Dehradun at the rate given below:-

1. Uniform Discount on the Printed Retail Price offered on all items of supply –
  - a) \_\_\_\_\_  
(In percentage term- in Figures)
  - b) \_\_\_\_\_  
(In percentage term- in Words)
2. I undertake to bear all taxes, GST /Levy/Cess/Octroi etc. as required under law, on aforesaid supplies. Forest Research Institute (Purchaser) will pay only the Printed Retail Price less the above quoted discount. I will not charge any such taxes from the Forest Research Institute (purchaser).
3. I also undertake to keep the above quoted rate of discount on the Printed Retail Price on all items of supplies valid till duration of this contract.
4. I also undertake that medicines shall be provided as per indent and no “substitute medicines” will be supplied.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Rubber Stamp .



**EMPANELMENT OF CHEMISTS FOR NEW FOREST HOSPITAL, FOREST  
RESEARCH INSTITUTE, NEW FOREST, DEHRADUN**

**Declaration of Bidder**

From:

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

To :

The Director,  
Forest Research Institute,  
New Forest, Dehradun

Dear Sir,

1. I/we hereby offer to supply medicines/drugs to New Forest Hospital, Forest Research Institute, Dehradun as indicated in the Bid notice or 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 the 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 requirement of FRI.
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 thereunder.
6. My/our shop is situated within 10 kilometers of the New Forest Hospital.
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 : \_\_\_\_\_

**Letter of Authority**

(to be signed by the Head of the firm)

**EMPANELMENT OF CHEMISTS FOR NEW FOREST HOSPITAL, FOREST  
RESEARCH INSTITUTE, NEW FOREST, DEHRADUN**

Shri \_\_\_\_\_ working as \_\_\_\_\_ in (Name of the Chemist shop)  
\_\_\_\_\_ has been authorized to sign the Tender Document No. \_\_\_\_\_ for  
Empanelment of chemists for New Forest Hospital, Forest Research Institute, Dehradun on our behalf. He is  
also authorized to conclude the contract and take decision whatever is necessary in connection with this  
tender.

The specimen signature of Shri (Name of the authorized person) are given below duly attested by us.

Specimen Signature of Shri \_\_\_\_\_

Attested by  
Signature  
Name of the partner/proprietor  
of chemist shop with stamp