



# Embassy of India, Kathmandu (Nepal)



## **TENDER NOTICE**

### **EMPANELMENT OF AUTHORISED LOCAL CHEMIST**

1. ECHS is a medical scheme launched by Government of India to provide free medical treatment to the ex-servicemen pensioners and their dependents of Indian Armed Forces.
2. Sealed Financial Bids are invited directly from authorised medical stores/chemists (As per specification given in tender documents) for ECHS Branch, Embassy of India, Kathmandu. The last date of submission of bids in a sealed enveloped separately at ECHS Branch, Embassy of India, Kathmandu (Nepal) for each polyclinic locations (Kathmandu/ Pokhara/Dharan) is on or before **29 Jan 2018 upto 1730 hrs**. The tender document is available for downloading on embassy website i.e. [www.indianembassy.org.np](http://www.indianembassy.org.np).
3. For any query/assistance please contact ECHS Branch, Embassy of India, Kathmandu (Nepal). Ph No 01-4001569 & 01-4410900 ext no 4325.

**Note :** For terms & conditions and other details, kindly see our website [www.indianembassy.org.np](http://www.indianembassy.org.np)

**EMBASSY OF INDIA, KATHMANDU (NEPAL)**

**DEFENCE WING (ECHS BRANCH)**

**EX-SERVICEMEN CONTRIBUTORY HEALTH SCHEME (NEPAL)**

**OPEN TENDER NOTICE NO 363/01/ALC/ECHS NEPAL**

**TENDER NO 02/2017-18**

**TENDER DOCUMENTS**

**FOR**

**EMPANELMENT OF AUTHORISED LOCAL CHEMISTS (ALCs) FOR 03 ECHS  
POLYCLINICS (KATHMANDU, POKHARA & DHARAN) IN NEPAL**

**FOR THE PERIOD 01 FEB 2018 TO 31 JAN 2020**

Applications are invited from reputed Local Chemists in Nepal for ECHS Polyclinics for empanelment for supply of medicines to the Ex-Servicemen Contributory Health Scheme, Ministry of Defence, Government of India. Bidders are advised to refer to the tender published against each ECHS Polyclinics that is provided at Annexure-'B'. The tender notice can be downloaded from the Website [www.indianembassy.org.np](http://www.indianembassy.org.np).

**Eligibility Criteria: -**

1. The chemist must hold valid licenses as on the date of submission of Bid in specified forms (for continuance of retail licenses, if required) issued by the **Department of Drug Administration (DDA), Ministry of Health & Population, Government of Nepal under the provisions of Drug Act 1978 (2035 BS)**. 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 Department of Drug Administration (DDA) authorities and no case should be pending under the Drug Act 1978 (2035 BS) and Rules.
3. The Annual Turnover in the last two financial years should not be less than NRs. Ninety Six Lakhs. The bidder has to submit an Audited Balance Sheet with Profit and Loss statement of the last two financial year in support thereof.
4. The chemist shop / commercial establishment should be situated within the ECHS covered area of the city or the Municipal limits of the city, whichever is applicable.
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.

**Note:** The Assistant Military Attaché (ECHS), Nepal reserves the right to reject all / any application received from the Chemists without assigning any reason. **Enquiries will be entertained before & in the pre-bid conference only.** No individual correspondence will be made/entertained.

**EMBASSY OF INDIA, KATHMANDU (NEPAL)**

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**FOR THE PERIOD FOR THE PERIOD 01 FEB 2018 TO 31 JAN 2020**

The Ex-Servicemen Contributory Health Scheme (ECHS) is providing comprehensive medical care facilities to the Ex-Servicemen (Indian Armed Forces) and their dependents for all known diseases covered under the Scheme. As part of this Scheme, the beneficiaries are entitled to medical consultation and supply of medicines and drugs from the ECHS Polyclinics. ECHS aspires to ensure timely supply of medicines / drugs to its beneficiaries, with this objective, the Assistant Military Attaché (ECHS), Embassy of India, Kathmandu (Nepal), for & on behalf of the President of India, invites tenders from the eligible local chemists for supply of medicines / drugs to the ECHS Polyclinics (Kathmandu/Pokhara/Dharan) in Nepal through tender.

<b>Scope of Work</b>	EMPANELMENT OF AUTHORISED LOCAL CHEMISTS (ALCs) FOR 03 ECHS POLYCLINICS (KATHMANDU/POKHARA/DHARAN) IN NEPAL
<b>EMD</b>	To be submitted NRs 1,60,000/- (Rupees One Lakh Sixty Thousand Only) for each ECHS Polyclinic, in the form of Demand Draft.

**Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website.**

**<https://www.indianembassy.org.np>**

## CRITICAL DATE SHEET

Tender No. and File No.	02 and 363/01/ALC/ECHS NEPAL
Name of Organization	EX-SERVICEMEN CONTRIBUTORY HEALTH SCHEME (ECHS)
Date of Issue/Publishing	12 Jan 2018
Clarification Start Date	15 Jan 2018 (09:00h)
Date for Pre-Bid Conference	18 Jan 2018 (15:00h)
Clarification End Date	18 Jan 2018 (17:30h)
Venue of Pre-Bid Conference	Office of the Defence Attaché Defence Wing, Embassy of India, Kathmandu (Nepal)
Bid Submission start date	19 Jan 2018 (10:00h)
Last Date and Time for submission of Bids	29 Jan 2018 (17:30h)
Date and Time of Opening of Technical Bids	30 Jan 2018 (11:00h)
Address for Communication	Office of the Assistant Military Attaché (ECHS) Embassy of India, Kathmandu (Nepal) Email id : <a href="mailto:amaechs.kathmandu@mea.gov.in">amaechs.kathmandu@mea.gov.in</a> Tele No : 01-4001569

## SECTION – I

### 1. SCOPE OF WORK

The empaneled chemist to be known as Authorized Local Chemist (ALC) will supply the medicines/drugs **at the agreed uniform rate of discount on MRP (inclusive of all taxes) as mentioned at Para 5, Part 2 Sub Para (a) of Commercial Bid** in the stipulated time against the indents/authority slip issued by the ECHS Polyclinics at Kathmandu, Pokhara & Dharan to which the chemist is attached.

### 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 placed with the bid document).

2.2 The chemist shop should be situated within the ECHS Polyclinics covered area.

2.3 The Annual Turnover of the bidder should not be less than Rupees Ninety Six Lakh. 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 2015-16 & 2016-17 issued by Drug Controller Authority of the State for running the chemist shop, as on 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 placed with the tender while submitting the tender).

2.5 The chemist must not have been convicted by the State drugs authorities and no case should be pending 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.

### 3. COST OF BIDDING

Prospective bidder chemist shall bear all the costs associated with the preparation and submission of the e-bid. ECHS (Nepal) 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 Defence Attaché**, Defence Wing, Embassy of India, Kathmandu (Nepal) where in 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 clarification given shall be common and applicable to all. No individual correspondence shall be entertained by ECHS (Nepal) thereafter with the prospective bidders/their representatives.

### **Availability of Tender**

The tender document is available for downloading at embassy website i.e. <https://www.indianembassy.org.np>

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

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

5.01 The bidder must submit his 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 NRs 1,60,000/- (Rupees One Lakh Sixty Thousand Only) separately for each ECHS Polyclinic through a Demand Draft payable in the name of "ECHS Public Fund Account" as Earnest Money. The bidders can apply to bid for any number of ECHS Polyclinics & **one EMD per Polyclinic** will be required per bidder. The demand draft must be issued by a Scheduled Bank. EMD as Demand Draft in Original should be submit to the O/o Assistant Military Attaché (ECHS), Embassy of India, Kathmandu (Nepal) 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 submit the tender as mentioned below:-

(i) EMD/Demand Draft for NRs 1,60,000/- (Rupees one lakh sixty thousand only) separately for each ECHS Polyclinic. The Bidder will also provide details of bank address, Account No. etc & one cancelled Cheque for refund of EMDs.

(ii) Duly attested copy each of the valid Drug Licenses for the last two financial years 2015-16 & 2016-17 and each of valid license held by the bidder as on the date of submission of Bid in specified forms issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act. The successful Bidders will ensure that their licenses remain valid on the date of bid opening and till the end of the contract period.

(iii) Scanned copy of Declaration of bidder as per Annexure - C duly signed.

(iv) Copy of the relevant deeds e.g. Proprietorship/Partnership Deed or as per clause 5.02 (b) i, ii, iii, of the tender document.

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

(vi) Non conviction certificate from State Drugs Controller.

(vii) Scanned copies of the audited balance sheets for the last two financial years 2015-16 & 2016-17 to establish the turnover of the bidder.

(viii) Proof of purchase of bar code scanning and labeling facility including bar code reader and label maker by the bidder.

(ix) Scanned copy of PAN Card of Proprietor or the firm as the case may be & ITRs for the last two financial years 2015-16 & 2016-17.

(x) 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".

(xi) Copy of Affidavit stating that the contract of the bidder, if empaneled earlier, was not terminated by ECHS in the preceding three years. All pages should be numbered in the same order as above and the check list for above documents showing page no. should be submit along with the documents.

**(All pages should be numbered in the same order as above and the check list for above documents showing page no)**

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

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

**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 she/he signs as:-

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

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

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

**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, ECHS (Nepal), 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 ECHS (Nepal) and shall be further extendable by another 30 days at the request of ECHS (Nepal).

### **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 Assistant Military Attaché (ECHS), Embassy of India, Kathmandu (Nepal).

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

The Assistant Military Attaché (ECHS), Embassy of India, Kathmandu (Nepal) reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the ECHS' action. The Assistant Military Attaché (ECHS), Embassy of India, Kathmandu (Nepal) 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 ECHS Polyclinic 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 "ECHS Public Fund Account"; and, if in the form of a bank guarantee, favoring "Assistant Military Attaché (ECHS), Nepal". No claim shall be made against Government of India / Assistant Military Attaché (ECHS), Embassy of India, Kathmandu (Nepal) 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). ECHS (Nepal) 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 ECHS (Nepal), and includes collusive practice among bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive ECHS (Nepal) of the benefits of free and fair competition.

(iii) ECHS will reject a proposal for award of contract, if it determines that the bidder recommended for award has engaged himself in corrupt or fraudulent practices while competing for the contract in question;

(iv) ECHS (Nepal) 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.
- (ii) To furnish Performance Security as specified in the terms and conditions.

#### **6. SUBMISSION OF BIDS**

**The Bidders will submit all the Bid documents for all three locations i.e. Kathmandu, Pokhara & Dharan to the following address by hand:-**

**ECHS Branch  
Embassy of India  
Kathmandu (Nepal)**

**6.1 –NA–**

**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/officials of ECHS Branch, Embassy of India, Kathmandu (Nepal) :-

- (a) Physical verification of location of the retail shop within the limits of ECHS 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.
- (e) 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**

**9.1** Bids shall be opened through the tender received along with Demand Draft of EMD will be opened in presence of bidders representative who wish to remain present. Bid received without EMD will be rejected straight way.

**9.2** **Technical bid of only those bidders, who are found eligible as per eligibility criteria, 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 Assistant Military Attaché (ECHS), Nepal 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 ECHS Polyclinic as and when called for.

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

**10.5** One bidder can apply for all three Polyclinics and will be allotted, all three Polyclinics for the purpose of Supply of drugs/medicines under the contract. In case of identical offers with same rate of discount for two or more ECHS Polyclinics by a bidder, decision of the Tender Committee will be final in regard to allotment of ECHS Polyclinics 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 ECHS Polyclinics (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 Polyclinic, the following Tiebreaker procedure will be adopted to break the tie (in order of listing):

1. Distance of the Chemist's premises from the Polyclinic (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 ECHS Polyclinic, the empanelled chemists of the other Polyclinics 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.

## **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 ECHS Polyclinics during the time allotted before the specified closing hours from the allotted ECHS Polyclinics.

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

The delivery of supplies in full will be made on the next working day by 9.00 a.m. or at the opening hours of ECHS Polyclinics, whichever is later, at the premises of the ECHS Polyclinics indenting the supplies or in case of emergency at the residence of the patients as directed by Officer-in-Charge of the ECHS Polyclinic.

#### **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 smart card/temporary card number on the packet of the patient.

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

In case an Authorized Medical Attendant of the ECHS Polyclinic 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 ECHS POLYCLINICS:**

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

## **7.2 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, ECHS Smart Card/Temporary Card ID No. with date, rate, discount as per contract etc. and any other information required by the ECHS.

(ii) The bill shall be supported by the original indent along with the certificate from the Chief Medical Officer In charge of the ECHS Polyclinic 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 NRs.1600/- 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 opening hours of ECHS Polyclinic, whichever is later, at the premises of the ECHS Polyclinics. In case of emergency, the indented drugs shall be delivered at the residence of the patients as directed by OIC of the ECHS Polyclinic. In the event of non-supply of indented medicines in time as aforesaid, NRs. 800/- 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**

ECHS (Nepal) 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 ECHS (Nepal) has engaged in corrupt or fraudulent practices in competing for or in executing the Contract including sub-contracting.

#### **12. RESERVATION OF RIGHT FOR APPOINTMENT OF MORE CHEMISTS FOR EACH ECHS UNIT:-**

The Assistant Military Attaché (ECHS), Embassy of India, Kathmandu (Nepal) reserves the right to appoint any number of Authorized Local Chemists for each Polyclinic. The Assistant Military Attaché (ECHS), Embassy of India, Kathmandu (Nepal) also reserves the right to allocate, reallocate the ECHS Polyclinics, existing and new ones, under the ECHS that may be set up during the currency of the contract. Assistant Military Attaché (ECHS), Embassy of India, Kathmandu (Nepal) also reserves the right to decide which chemist shall normally serve which ECHS Polyclinic. Without prejudice to the right, emergency purchases can be preferred from any of the empanelled chemist irrespective of such allotment of unit to each Authorized Local Chemist for purchase of normal supplies.

#### **13. SUPPLY OF MEDICINES:**

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

13.2 In case of failure or refusal on chemist's part to supply the medicines to the purchaser/ beneficiaries within the time as provided in the relevant clauses of this Tender document, the contract is liable to be terminated /cancelled at chemist's risk and cost. Any additional cost involved in arranging supply from alternative source will be recovered from the chemist. This will be in addition and without prejudice to the deduction in clauses 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 ECHS Polyclinic(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 ECHS beneficiary will be entitled to procure the same from other chemist and the supplier will be liable to reimburse in full the price paid by the ECHS beneficiary. However the chemist will be allowed to claim what would be payable to him for the medicines as per the agreed terms and conditions.

(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 NRs.1600/- 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 ECHS against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the ECHS in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job safety measures prevalent in Nepal and will free the ECHS from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents without any extra cost to ECHS and will not hold the ECHS responsible or obligated. The ECHS 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 ECHS Branch, Embassy of India, Kathmandu (Nepal) 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 Ambassador, Embassy of India, Kathmandu (Nepal), on the recommendation of the Defence Attaché, Embassy of India, Kathmandu (Nepal). The venue of such arbitration shall be at Kathmandu 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.

ECHS\* Office of the Assistant Military Attaché (ECHS), Embassy of India, Kathmandu (Nepal)

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

\_\_\_\_\_

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



**EMPANELMENT OF CHEMIST FOR ECHS POLYCLINICS**  
**(KATHMANDU/POKHARA/DHARAN)**

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

To,

The President of India

Through Defence Attaché

Embassy of India

Kathmandu (Nepal)

WHEREAS \_\_\_\_\_ (Name of successful bidder) hereinafter called "Successful Bidder" has undertaken, purchase Contract No. \_\_\_\_\_ dated, \_\_\_\_\_ 2018 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 2018 at \_\_\_\_\_

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

By:

(Signature)

(Name : )

(Designation: )

(Address : )

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

Date:

To,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Sub: Acceptance of Terms & Conditions of Tender.**

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

**Name of Tender/Work:** \_\_\_\_\_

\_\_\_\_\_

Sir,

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

\_\_\_\_\_

\_\_\_\_\_

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/ organization 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)

**EMPANELMENT OF CHEMIST FOR ECHS POLYCLINICS (NEPAL)**

**Declaration of Bidder**

**From:**

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

**To:**

Assistant Military Attaché (ECHS)  
Embassy of India  
Kathmandu (Nepal)

Dear Sir,

1. I / We hereby offer to supply medicines/drugs to ECHS Polyclinic \_\_\_\_\_ as indicated in the Bid notice or to such polyclinics/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 ECHS.
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, \_\_\_\_\_ and rules made there under.
6. My / our shop is situated within ECHS 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 Act 1978 (2035BS) and Rules, Department of Drug Administration, Ministry of Health and Population, Government of Nepal.

SIGNATURE OF WITNESS

NAME

ADDRESS

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

SIGNATURE OF BIDDER

NAME

ADDRESS

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

**EMPANELMENT OF CHEMIST FOR ECHS POLYCLINICS (NEPAL)**

**PRICE BID**

**From:**

Complete address of the bidder

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

**To:**

Assistant Military Attaché (ECHS)  
Embassy of India  
Kathmandu (Nepal)

Dear Sir,

I / We hereby offer to supply medicines/drugs to ECHS Polyclinic \_\_\_\_\_  
at 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 the medicines shall be provided timely as per indent and no "substitute medicines" will be supplied.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Rubber Stamp





