



**Chittaranjan National Cancer Institute**  
**37, S.P. Mukherjee Road,**  
**Kolkata- 700026**

(An Autonomous Body under the Ministry of Health and Family Welfare, Govt.of India)

**Notice Inviting e-Tender No: CNCI/e NIT-33/2019-20**

Ref: CNCI/HA-702//2019-2020

Dated : 28/08/2019.

**Sub : Establishment of Fair Price Outlet (Shop) under the Rate Contract of Generic Medicines ,Anesthesia Medicines , Branded Medicine, Consumables and IV Fluids of reputed make at CNCI/Hospital through PPP Models for 2 Years Contract basis .**

The Director, Chittaranjan National Cancer Institute, invites online submission of e-tenders for Establishment of Fair Price shop (Outlet) of Generic Medicines, Anesthesia Medicines, Branded Medicine, Consumables and IV Fluids of reputed make at CNCI Hospital Kolkata through PPP Models for 2 Years Contract basis.

Last date of submission of tender--- upto 14.00 hrs. on 25.09.2019

Date and time of opening of tenders---At 14.30 hrs. on 26.09.2019

Firms interested to participate can view the complete set of tender documents including specifications of the items on CNCI Hospital website: [www.cnci.org.in](http://www.cnci.org.in) and/or <http://eprocure.gov.in>

**Director**

**Chittaranjan National Cancer Institute,**  
(An Autonomous body under the Ministry of Health & Family Welfare, Govt. of India.)  
37, S.P.Mukherjee Road, Kolkata-700026.

**Tender Enquiry No.: CNCI/e NIT-33/2019-20**

**Dated 28.08.2019**

Director, Chittaranjan National Cancer Institute, Kolkata (an Autonomous body under Ministry of Health & Family Welfare), Govt. of India invites On-line 2 Bid offers from Reputable Firms for Establishment a Fair Price Outlet for Medicines for CNCI Hospital, Kolkata-700026.

SL .NO	NAME	Particulars	EMD Deposit.
1	Establishment of Fair Price Outlet (Shop) for Generic Medicines, Anesthesia Medicines, Branded Medicine, Consumables and IV Fluids at CNCI Hospital on round the clock services.	Medicines (As per List.)	Rs. 300000/-

**Important Dates:**

Sl.No	Particulars	Date & Time
1	Date of Uploading of N.I.T & other Documents(Online) (Publishing Date)	28.08.2019 14.00 HRS
2	Document download/sell start date (online)	29.08.2019 14.00 HRS
3	Documents download/sell end date (online)	25.09.2019 14.00 HRS
4	Bid submission start date (on line)	29.08.2019 14.00 HRS
5	Pre bid Meeting	06.09.2019 15.00 HRS
6	Last Date of submission of original copies for the Earnest Money Deposit(off Line)	25.09.2019 15.00 HRS
7	Bid submission closing (On line )	25.09.2019 15.00 HRS
8	Bid opening date for Technical Proposals (online )	26.09.2019 15.30 HRS
9	Date of uploading list for Technically qualified Bidder (Online)	To be notified later on

## **General Information:-**

1. **Generic Medicines ,Anesthesia Medicines, Branded Medicine, Consumables and IV Fluids** constitute an extremely important and considerable large component of health and medical care services in CNCI/ Kolkata. Govt. of India and Govt. WB spends a sizeable amount of the total health budget for medicines of view to supply of good quality of Medicines to the affected people with affordable cost as well as an organized supply and delivery system to cater the need of the people at all levels –primary, secondary and tertiary health care facilities in this hospital.
2. Patients seeking Treatment in this Hospital have greater need for a range of Medicines prescribed by the Doctors ,the exiting supply and delivery system of medicines in this hospital are insufficient to meet the actual need .In this situation the patient are to a large extent on the private retail pharmacy outlets operating outside the hospital.
3. In order to streamline the procurement and supply of the items with special emphasis on quality and cost the Authority CNCI has taken an initiative to involve suitable and competent private body and use their strengths for establishment of round the clock operation of Fair price outlet under PPP for quality medicines with concessional rates for the benefit of the patients.
4. **PURPOSE OF THE SCHEME:** The purpose of this initiative is to ensure round the clock availability of Quality Medicines, Consumables at pre- approved discounted rates over the Maximum Retail Price (MRP) to provide utmost benefits to the patients through the fair price outlets in this hospital.
5. **Products and Services to be delivered:** The Private Sector Partner (PSP) selected based on pre-defined selection process and operating the fair price retail outlet will mandatorily stock and sell the items provided to meet the requirements of the patients seeking treatment in this hospitals.

In case of medicines, regarding mandatory prescription of drugs in Generic Names in Public Health Facilities, the retail pharmacy outlet would mandatorily stock and sell the Generic Form of all single ingredient and combination formulation as per the list of items provided.

6. However, the retail pharmacy outlet would be free to procure and sell Branded Medicines for formulations other than the mandatory list .
7. **Essence of the Partnership Model and Investment Pattern :** The model for the fair price outlet under PPP shall be operational zed by a legal instrument - a contract signed between the selected PSP and the Director /CNCI.
8. The initial duration of the contract will be for a period of **two years**. There will be an annual review of performance. The renewal of the contract at the end of **two years** will be subject to satisfactory consecutive annual review reports during the initial contract period.
9. **Investment Pattern :** Ready to use space shall be provided to the **PSP(Private Sector Partner )** within the hospital as per the norms of Drugs and Cosmetic Act 1940 and Rules 1945 as amended here after, with additional storage space. The PSP will be required to pay rent for the space as per assessed rate. The allocated space should be adequate for the PSP to manage the expected business volume of the proposed fair price outlet. Rent will be fixed per sq. ft of rented space.

10. Access to free water supply
11. Internal furnishing and refurbishing of the space.
12. Investment Pattern.
13. Installation of furniture, equipment and refrigerator as per requirement of Drugs and Cosmetic Act, 1940 and Rules, 1945 as amended hereafter
14. Setting up a separate electricity Meter in the name of the private partner - for which necessary no objection certificates could be made available by the Hospital Authority .
15. However, it is to be noted that CNCI will arrange at their cost installation of the electrical connection and augmentation if required up to the door step of the operating rooms for the facilities undertaken under PPP.
16. The usage right of the space allocated to the PSP will be governed by the provisions of the contract signed between the concerned parties as mentioned under 'a' above in this section. The PSP shall not have any claim and / or ownership rights for the space allocated.
17. **Role and responsibilities of each Partner** :The hospital authorities will provide ready to use space for the fair price outlet within the Hospital as per the norms of Drugs and Cosmetic Act 1940 and Rules 1945 as amended hereafter, with additional storage space. The allocated space would be adequate for the private partner to manage the expected business volume of the proposed pharmacy outlet.
18. The Authority CNCI shall fix the rent for the space to be provided to the PSP as per Assessed rate.
19. In case, ready to use space is not available, the hospital authorities will undertake necessary work to make the space in ready to use condition.
20. The hospital authorities will make necessary arrangements for access of free water supply to the PSP(Private Sector Partner ) round the clock
21. Use of electricity will be allowed by Authority /CNCI for which the PSP will pay consumption charges directly to the energy supplier as per prevailing rules of the energy supplier.
22. Necessary NOC from the competent authority of the concerned hospital will be provided to the PSP for procurement of separate electric meter for which the applicable security deposit and installation charges within the operating rooms under PPP will be borne by the PSP.
23. The authorized personnel of CNCI will undertake regular monitoring relating to operation and management of the fair price outlet under PPP of the concerned hospital.
24. Authority /CNCI will extend necessary help and support to the PSP for smooth operation of the fair price outlet.
25. The PSP will complete all formalities for separate electricity connection with electricity meter and comply with all the requirements as described under A4 in this Section.
26. All internal equipping, furnishing and refurbishing of the space will be undertaken by the PSP(Private Sector Partner ) at its own cost
27. The PSP will be responsible for maintaining security of the establishment
28. Performance Security to be furnished by the PSP(Private Sector Partner ) in the form of Bank Guarantee in accordance with the terms of the contract.
29. The PSP (Private Sector Partner ) will ensure timely payment of the rent fixed by the Authority CNCI for the space provided for the fair price outlet and comply with the terms and conditions for payment of rent as incorporated in the legal contract
30. The PSP (Private Sector Partner ) will arrange its own finances to run its business.

31. The PSP (Private Sector Partner) will undertake the entire operation and management of the fair price outlet including procurement of the items and deployment of manpower.
32. The PSP (Private Sector Partner) will appoint, trained and maintain its own staff and will also comply with the requirements of engaging registered Pharmacist as per norms
33. The fair price outlet will be kept open to the customers round the clock.
34. The PSP (Private Sector Partner) will fulfill necessary requirements for obtaining Drug License, Trade License and other applicable licenses and norms for the fair price outlet.
35. The PSP (Private Sector Partner) will comply with the procurement policy, pricing policy and quality assurance norms as incorporated in the scheme
36. Adequate inventory of stocks will be maintained by the PSP (Private Sector Partner) to avoid any stock out situations
37. All items are to be sold to the patients on valid prescriptions at the agreed discount on MRP and in compliance with existing Drugs and Cosmetics Acts and Rules. All receipts/cash memos must be computerized and comply with applicable norms and in addition shall include the percentage of discount given on MRP.
38. The PSP (Private Sector Partner) will ensure use of bar-coding and optical scanner at the point of sales.
39. Necessary software packages will be installed by the PSP (Private Sector Partner) and all transactions will be recorded on daily basis using this software for operation and management of the fair price outlet.
40. The PSP (Private Sector Partner) will submit monthly reports to the CNCI in prescribed formats for each month within 5th of the next month.
41. The establishment will be kept opened for the customers round the clock.
42. **Procurement Policy** : The following guidelines are required to be followed by the PSP (Private Sector Partner) for procurement of medicines:
  - i. The Manufacturing Organizations are Revised Schedule M compliant and conform to cGMP standards. The Manufacturing Organization or their Marketing Organization should have a minimum annual sales turnover of Rs 10 Crore in aggregate of the last two financial years ending March 2018.
  - ii. The procurement of items other than medicines shall also be made with due consideration on the quality of the items, credibility and performance record of the manufacturer, their marketing organizations/authorized Distributor and existing usage of these products in different hospitals.
  - iii. The Manufacturing Organization or their Marketing Organization for these items should have a minimum annual sales turnover of Rs 10 Crores in aggregate of the last two financial years ending March 2018 in order to qualify for supply of the items.
  - iv. The PSP (Private Sector Partner) will compile a list of manufacturing organizations and their marketing organizations relating to procurement of different items other than medicines taking into account all the above requirements.
  - v. The list of manufacturers shall be valid for one year and a review shall be made by the PSP (Private Sector Partner) in consultation with the CNCI/Authority at the end of each year for necessary changes.

### 43. Specification of items :

#### i). Items of Generic Medicines.

##### Tablet

1	Alprazolam/Alprax (0.5)
2	Amlodipine 5
3	Amoxicilin+Clavunic Acid(625mg)
4	Bisacodyl/Dulcolax Suppository
5	Budicort-Repsule
6	Calcium + D3
7	Calcium 500
8	Cefixime 200
9	Cefpodoxime (100)
10	Cefuroxime(500mg , 250mg)
11	Cetirizine (10) mg
12	Chymoral Forte/Trypsin Chymotrypsin
13	Ciprofloxacin(500)mg
14	Ciprofloxacin+Ornidazole
15	Ciprofloxacin+Tinidazole
16	Cotrimoxazole Lozenges
17	Dexamethasone (4mg)
18	Dexamethasone(8mg)
19	Diclofenac (50)mg
20	Diclofenac + Paracetamol
21	Domperidone (10) mg
22	Drotaverine
23	Dulcolax/Bisacodyle (5 mg)
24	Duragesic Patch 100
25	Folic Acid 5mg
26	Glucosticks
27	Iron Tablet Without Folic Acid
28	Lactobacillus Sachet
29	Levocetirizine
30	Levofloxacin (500mg)
31	Levofloxacin (750mg)
32	Levolin -Repsule
33	Lignocain Jelly
34	Metrogyl (400)mg
35	mouth paint (Candid)
36	Multivitamine
37	Mupirocin(Oinment)
38	Ofloxacin 200 mg
39	Ofloxacin+Ornidazole
40	Oinment Soframycin
41	Ondansetron (8) mg

42	Ondansetron(4)mg
43	P.Enema
44	Pantoparazole+domperidone
45	Pantoprazole(40)
46	Paracetamol (650)mg
47	Paracetamol(1000mg)
48	Paracetamol(500mg)
49	Powder peglec
50	Pre & Probiotic
51	Prednisolone Drop
52	providoniodine(Oinment)
53	Rabeprazole 20
54	Ranitidine(150)mg
55	Sorbitrate
56	Syrp Pot-Klor
57	Tab Aciclofenec+Paracetamol
58	Tab eptoin 100
59	Tab Faropenem 200
60	Tab Fluconazole
61	Tab Levetiracetam 500 mg
62	Tab Omnacortil (10 mg)
63	Tab Paracetamole +Tramadol
64	Thrombophobe gel
65	Tramadol (50)
66	Tranexamic Acid500 mg
67	Zyloric/Alopurinol(100 mg)

### **Injection**

1	Avil (50)mg/Pheniramine maleate
2	2% Xylocaine/lidocaine
3	3% Nacl/Hypertonic Saline
4	Adrenalin (1) mg
5	Amikacin (500 mg)
6	Amoxyclav (1.2)gm/Amoxicillin 1000 MG+Clavulanic acid 200 MG
7	Ampilox (500)mg
8	Astymin 3
9	Atropin
10	Botropase
11	Ca-gluconate (10)ml
12	Calmpose(10)mg
13	cefazolin (1 gm)
14	Cefoparazone +Tazobactum(1.25)gm
15	Cefoparazone Salbac (1.5)gm
16	cefotaxime 1gm

17	Cefotaxime 500mg
18	Ceftazidime (1gm,2gm)
19	Ceftriaxone + Tazobactum (1.125 gm)
20	Ceftriaxone 1 gm
21	Ceftriaxone + Subactum (1.5)gm
22	Cefuroxime 750 gm
23	cefuroxime1.5 gm
24	Clindamycin (600 mg)
25	Colistin (1miu,2miu,3miu)
26	Cordarone (150) mg/ Amiodarone Intravenous
27	Decadron (8)mg/Dexamethasone
28	Deriphyllin (100)mg/Etofyllin /Theophyllin
29	dexamethasone 4 mg
30	Diazepam
31	Diclofenac
32	Diclofenac Aq 75 MG
33	Dopamin (40 mg)/(5 ml)/Intropin
34	Drotin/Drotaverine
35	Eptoin (100)mg/Phenytoin 100 MG/Dilantin
36	Fluconazole/Diflucan (100 ml)
37	Gentamicin (80 mg)
38	Glycopyrolate
39	Heparine 25000 units
40	Hydrocortisone /Lycortin(100)mg
41	Inj. GTN
42	Insulin i] mixtard ii]regular iii] Lantus
43	KCL (20)mg
44	Lasix (20) mg/2 ml/Frusemide
45	Linazolid (600)mg/Zyvox
46	Lopez(5)mg/Lorazepam
47	Loxof (100) mg/levofloxacin
48	Manitol (100)ml
49	manitol 350 ml
50	Maxipime /Cefepime (1 gm)
51	Meropenum 1gm
52	Metrogyl (100)ml
53	MgSO4 (10)ml
54	Midazolam (10) ml/ Dormicum,/ Hypnovel, /Versed
55	MVI/Multivitamin
56	Neomol /Paracetamol 100ml
57	Nor-Adrenaline (2 ml)/(2 mg)
58	ofloxacin/floxin( 200mg)
59	Palnox (0.25)mg/Palonosetron Hydrochloride Injection
60	Pan (40)/Pantoprazole
61	Pause (500)mg/Tranexamic acid



62	Pentazocine /Fortwin/Talwin
63	Phenergan (100)mg/Promethazine
64	Piperacillin-Tazobactam(4.5gm)
65	Ranitidine (50) mg
66	Reglan/Metoclopramide
67	Sodi-Bi-Carb
68	Solumetrol /Methylpednisolon 40mg
69	Sumol (1 gm)/ Paracetamol ( Acetaminophen ).
70	Sumol/Paracetamol(500mg)/Acetaminophen.
71	Termin 30mg
72	Ticoplanin (200mg, 400mg)
73	Tinidazole(400ml)
74	Tobramycin(10mg/ml , 40mg/ml)
75	Tramadole /Ultram(100)mg
76	Voluven (Hydroxyethyl Starch in Sodium Chloride Injection

## Syrp

1	Alkasol Syrp
2	Ascoril LS (100ml)/syrp
3	Diclofenac (50)mg syrp
4	Mouth Wash
5	Multivitamine Syrp
6	Omnacortil (5mg) syrp
7	Syrp Amoxyclav (457 mg x5 ml)
8	Syrp Drotin
9	Syrp Ondem
10	Syrp Paracetamol
11	Drotin
12	Alkasol / D-Sodium Hydrogen Citrate Syrup(100 ml)
13	Vitamin (100ml)
14	Mouth Wash (100 ml)
15	PCM (250 mg)
16	Ondem (4mg/5ml)
17	Omnacortil (5 mg/5ml)
18	Ascoril-Ls/Levosulbutamol + Ambroxol
19	Clavum (457 mg)
20	Nortlox TZ/Normetrogyle

## Oinment

1	Betadine lotion
2	Betadine Oint
3	Brotoclot (Drop)
4	GTN Patch
5	Mupirocin
6	Pegleg Powder
7	Thrombophobe Gel

## ii).Items of Anesthesia Medicines .

1	Adenosine
2	Adrenaline
3	Amiodarone(150mg/3ml)
4	Atracurium (50mg)
5	Atropine(0.6mg)
6	Bupivacaine (0.25%)
7	Bupivacaine (0.5%)
8	Bupivacaine (0.5%)heavy
9	Ca gluconate
10	CaCl <sub>2</sub>
11	Clonidine (1ml)
12	Dexmedetomidine(100mcg)
13	Diclofenac aqua(75mg/1ml)
14	Diclofenac suppository (50mg)
15	Dobutamine
16	Dopamine
17	esmolol
18	Glycopyrrolate (1ml)
19	Halothane
20	Heparin (1:5000)
21	Hydroxyethyl Starch 6%
22	Hydroxypropyl methylcellulose eye drop
23	Inj. Dobutamine
24	Inj. Esmolol
25	Inj. Glycopyrrolate (1ml)
27	Inj. Heparin (1:5000)
28	Inj. Ketamine (10ml, 50mg/ml)
26	Inj. Mayo Glycopyrrolate (1ml)
29	Inj. Mephentermine
30	Inj. Metoclopramide (10mg)
31	Inj. Metoprolol
32	Inj. Midazolam (5ml, 1mg/ml)
33	Inj. N-Acetylcystine
34	Inj. NaHCO <sub>3</sub>
35	Inj. Neostigmine (1ml)
36	Inj. Neostigmine+glycopyrrolate (5ml)

37	Inj. Nitroglycerine (25mg/5ml)
38	Inj. Phenylephrine
39	Inj. Propofol (10mg/ml)
40	Inj. Rocuronium
41	Inj. Succinylcholine (10ml)
42	Inj. Terbutaline
43	Inj. Thiopentone (500mg)
44	Inj. Vecuronium (4mg)
45	Inj. Clonidine (1 ml)
46	Isoflurane (100 ml)
47	Ketamine (10ml, 50mg/ml)
48	KY jelly
49	Levosabutamol respule
50	Lignocaine 2%
51	Lignocaine 2% preservative free (xylocard)
52	Lignocaine 4%
53	Lignocaine 10% spray
54	lignocaine 2% jelly
55	Lignocaine 2% with adrenaline 1:200000
56	Lignocaine 4%
57	Manitol 20%
58	Mephentermine
59	Metoclopramide (10 mg)
60	Moxifloxacin eye ointment
61	N-Acetylcystine
62	NaHCO <sub>3</sub>
63	Neostigmine + glycopyrrolate (5ml)
64	Neostigmine (1 ml)
65	Nitroglycerine spray
66	Nitroglycerine transdermal patch (5mg)
67	Nitroglycerine (25mg/5ml)
68	Noradrenaline
69	Oxymetazoline nasal drop
70	pentazocine (30mg)
71	phenylephrine
72	Propofol (10 mg/ml)
73	ranitidine (50mg)
74	Regular Insulin
75	Rocuronium
76	Sevoflurane
77	Succinylcholine (10ml)

78	Terbutaline
79	Thiopentone (500mg)

**iii) Branded Medicine**

**iv). Items of Consumables**

<b>Sl. No.</b>	<b>Item Description</b>
<b>1</b>	<b>2</b>
1	Half Grown
2	Full Grown
3	Disposable Cap
4	Disposable Mask
	Disposable Mop
5	Bandage Than(Width (20 Cm ) x Length (20 M ))
6	Cotton Roll (Net Weight ( 500 G)
7	Sterelize Gauze THAN (Length Of Gauze In A Packet ( 20 M )XMass (GSM) (Gram::36 Sq Mtr)XWidth ( 90 Cm ))
8	Micropore 3M

v). Items of **IV Fluids**.

<b>POLY BOTTLE SALINE</b>	
1	Dextrose with normal saline(500ml)
2	Ringer lactate(500ml)
3	Dextrose 5%(500ml)
4	Normal Saline 0.9% (500ml)
5	Normal Saline (100ml)
6	NS 500 ML
7	D5 500 ML
8	METRO 100 ML
9	METRO 500 ML
10	3% N.S
11	25% Dextose
12	Mannitol 20%
13	3%NaCl
14	25% Dextrose
15	Ringer Infusion 500ml
16	Isolyte P, Isolyte M
<b>GLASS BOTTLE SALINE</b>	
1	NS 250 ml
2	NS 100 ML
3	iv NS 500 ML
4	iv D5 500 ML
5	Isolyte P, Isolyte M
6	D5 250 ML
7	MANITOL100ML,350 ml

44. **Pricing Policy :**

- a) The Bidder will offer maximum discounts on MRP of all the items. The discounts offered rate should be maximum rate on MRP on all items and to be sold to the patients through the fair price outlet.
- b) Contract will be awarded to the Bidder who will **offer the maximum discount** on MRP on all categories of medicines & consumables for all the items after being qualified on technical parameters.
- c). The Bid will be considered as H-1 Bidder on the basis of maximum discount offered on four items i.e.(Generic Medicines , Anesthesia Medicines ,Branded Medicine, Consumables and IV Fluids) as per BOQ by the Bidder .
- d).Generic/ Anesthesia Drugs which are not covered in the BOQ to be supplied as per existing discount rates as on other drugs.

e).Branded Medicines, If required to be supplied to CNCI on max. discount on MRP.

f) Percentage discount will be applicable on the MRP mentioned and will be inclusive of GST etc. No other component/taxes will be levied on the discounted price.

g) The PSP will ensure that the discount given over MRP is mentioned in the computerized cash memos provided to the customers.

**45. Quality Assurance :**The hospital authorities would institute the following measures to ensure quality of generic/branded medicines to be procured and sold by the PSP:

i. The fair price outlet would procure stocks only from the approved manufacturers as described under **Procurement Policy**.

ii. The hospital authorities may ask the PSP to submit analytical report from approved and accredited laboratories in the country for certain randomly selected batches of stocks supplied by the manufacturers. In such cases, it is obligatory on the part of the PSP to arrange for such reports at their own expenses and submit the reports within a specific time frame.

iii. In addition, quality audits would be undertaken time to time from the office of the Director, Drugs Control through its testing laboratory.

iv. The PSP will ensure that items which are near to its date of expiry are not sold to the customers under any circumstances.

v. All other items must conform to the specification standards as applicable.(e.g. specifications standards laid down by the Bureau of Indian Standards).

vi. As part of other measures, the PSP (**Private Sector Partner**) will ensure use of Bar Coding on each item and optical scanner at point of sales.

**46. Monitoring Mechanism :**

i. The competent authority of the Hospital shall monitor the day- to-day operational activities of the services undertaken in the fair price outlet.

b) Performance review will be undertaken CNCI Authority on quarterly basis. Senior Official from the CNCI will be present during Performance Review.

c) The PSP(**Private Sector Partner**) will be required to submit monthly reports in prescribed format to concerned officials.

d) Appropriate software packages will be installed by the PSP with the help and support of the CNCI to disseminate information on multiple parameters on operation and management of the fair price outlet under PPP and include information like inventory status, stock outs, near expiry stocks etc.

e) The CNCI at the state level shall monitor implementation of procurement policy, pricing policy and quality assurance as described under the relevant Sections above.

f). Contract will be Terminated - if any mishandling or damage of CNCI property is done by your person on knowingly or unknowingly which are noticed by the Authority .

g). Director CNCI have the right to reject any tender or all tenders without assigning any reason at any stage .

47. **Causes for Termination** :

Any of the following events shall constitute an event of default by the PSP entitling the CNCI to terminate this contract:

- a). Failure to commence services in the Hospital within three months of signing the agreement.
- b). Failure to comply with SOPs(Standard Operating Procedure ) for operation and management of the services.
- c). Over charging from the patients for any of the items in violation of the Pricing Policy.
- d). Selling expired or spurious or recycled or a combination of any such products to the customer from the fair price outlet under PPP.
- e). Failure to comply with the statutory requirements, Drugs & Cosmetics Acts, Rules and other applicable norms.
- f). Criminal indictment of the promoters, member/s of the Board of Directors, chief functionaries, key personnel engaged by the PSP for operation and management of the fair price outlet.
- g). Engagement of unqualified persons for running of the Services.
- h). Use of the allocated space by the PSP for any other purpose other than the approved scheme.
- i). Failure to comply with the terms of the contract relating to the Performance Security to be furnished by the PSP in the form of Bank Guarantee.
- j). Complaints of Stock outs received from the customers also verified by surprise checks in more than three occasions in a month.
- k). If the PSP in the judgment of the hospital authorities has engaged in corrupt or Fraudulent practices in competing for or in executing the contract parameters.
- l). If the PSP has sublet the space to any other Organization for operation and management of the retail outlet.

Upon occurrence of any of the defaults, the Authority /CNCI would follow the procedures of issuing Notice /Show Cause before deciding on termination of the agreement. The

Decision of the Authority /CNCI shall be final and binding on the PSP.

#### **48. Selection Process for selection of the PSP**

Authority /CNCI shall form a Selection Committee (SC) under the Chairmanship of the Director CNCI to undertake selection of the applicant for the fair price outlet under PPP.

#### **Eligibility Criteria of the Applicant :**

The eligibility criteria for application of prospecting applicants for consideration of selection of the Organization for the fair price outlet under PPP are provided as under:

- 1) The applicant must have a minimum of 10 years' experience in managing a Retail Chemist Outlet or as a Wholesaler/Distributor/ Outlet in the pharmaceutical trade in the State of West Bengal OR the applicant must have a minimum of 6 years' experience in managing a Fair Price Outlet in the pharmaceutical trade in the State of West Bengal.
- 2) The Organization must be holding valid license issued under the provisions of the Drugs & Cosmetics Act as on the date of submission of the application
- 3) The applicant should have valid GST registration certificate from the appropriate authorities (to be supported by documentary evidence).
- 4) The Organization has not been convicted by the state drug authorities and no case is pending under the provisions of the Drugs & Cosmetic Act 1940 and rules made there under (No Conviction Certificate needs to be produced).
- 5) The sales turnover of the Organization must not be below Rs. 100 crore in aggregate of the last three financial years ending March 2019 for those expressing interest in establishing such outlets in State/Central Govt. Medical hospital.

#### **49). Earnest Money Deposit (EMD) and submission of application**

- i). Bidders shall examine all instructions , Forms, Terms and specification in the Tender Document and verify the same mentioned in the Table of Contents are contained in the 'Bid Document'.
- ii). Failure to furnish any information required by the Tender Document shall result in the summary rejection of Bids, without any Notice .
- ii). The specifications and terms and conditions governing the supply of Drugs are contained in this "Tender Document".
- iv). The Tender Document is to be downloaded from the e-procurement portal [www.eprocure.gov.in](http://www.eprocure.gov.in) and CNCI website [www.cnci.org.in](http://www.cnci.org.in).
- v). Non-payment of EMD (except in cases where payment of EMD is specifically exempted) will result summary rejection of the bid.
- vi). State Public sector Undertakings and MSMEs registered within the State are exempted from remittance of EMD subject to submission of valid documents.
- vii). No interest will be paid for the EMD furnished.



viii). An EMD of Rs 300000/- for applications by way of separate demand draft must accompany each application. EMD will not be accrued any interest .

50). **Selection Process :-**

A single stage selection process which include technical and financial (discount offered on MRP) proposal shall be submitted by the applicant. Selection process would involve short-listing of applicants based on marks scored by the applicants on each of the criteria under Technical proposal . Physical inspection at the facilities of the applicants with prior intimation may be undertaken by SC or members authorized by SC for gathering information relating to short listing of applicants for further processing for selection.

Final Selection procedure as per the of Selection Committee will be Final and no personal influence is accepted in this issue.

Failure to furnish any information required by the Tender Document shall result in the summary rejection of Bids, without any Notice .

The Tender Document is to be downloaded from the e-procurement portal [www.eprocure.gov.in/www.cnci.org.in](http://www.eprocure.gov.in/www.cnci.org.in)

**51). Blacklisting / Debarring :** The event occurring by the operation of the conditions under which the bidders will be prevented from participating in the future bids of Tender Inviting Authority for a period of 3 years by making false and misleading declaration .

52). The money spent by the Institution is public money and hence accountable . All decision will be published from time to time on our website /CNCI. Bidders could prefer appeal to the **Director ,CNCI** against all decisions of the Institution.

53). **Security Deposit :**A security deposit amounting to lump sum Rs. 10 lakh which shall be furnished by the successful bidder to the TIA within 15 days from the date of communication of LOI.

54). TIA will release the Security Deposit without any interest to the bidder on successful completion of bidder's all contractual obligations .

55) . **Bank Guarantee :** Bank Guarantee submitted in place of security deposit / performance bank guarantee shall be in the prescribed format to this document . Bank Guarantee in no other form will be accepted and will be liable for rejection of the same .

56).**Force Majeure :** If a Force Majeure situation arises , the successful bidder shall promptly notify the Tender Inviting Authority in writing of such conditions and the cause thereof with satisfactory documentary proof , within 21 days of occurrence of such event. The time of making supply may be extended by the Tender inviting Authority at its discretion for such period as may be considered reasonable.

57). **Resolution of Disputes** : If disputes or difference of any kind shall arise between the TIA and the successful bidder in connection with or relating to the contract , the parties, shall make every effort to resolve the same amicably by mutual consultations.

58). **Corrupt or Fraudulent Practices** : It is required that all concerned namely the bidders/successful bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts .Suppression of facts such as blacklisting of the product /bidder elsewhere for reason of failure in quality /conviction under Drugs and Cosmetics Act / Submission of fake document will be deemed as Fraudulent Practices. Making false / incorrect statement will also be treated as fraudulent practice.

59). The contract shall be governed by and interpreted in accordance with the Laws of India for the time being in force . Any or all disputes arising out of this tender which are not amicably settled will be subject only to the jurisdiction of Courts of Law within the jurisdiction of Kolkata High Court .

60). The supply schedule is to be strictly maintained .Leaked , soiled , wetted, Broken containers with damaged labels and drugs without freezing arrangement shall not be accepted .

61). A rent agreement will be made both parties after successful bidder.

62). The manpower to be provided to run the Outlet Shop should be will trained and knowledge in Pharmacy line . CNCI will not be responsible for any dispute in manpower matter or other hazard. Employees benefit to be provided by the Contractor as per the WB contract's Labour Act.

CNCI will not take any liability of labour payments or any disputes or other matters . If any payment disputes arises in that case CNCI will be compelled to forfeit the Security deposit of Contractor and the Labors payment's dispute be settled accordingly.

63) No CNCI property / electrical / water supply be misused under any circumstances . Prior permission from CNCI Authority is required – for any change or modification of Outlet .

64). The Service of Fair Price Outlet is to be provided on round the clock 24x 7.

**ANNEXURE- I**

**PERFORMANCE BANK GUARANTEE**

To  
The Director ,  
Chittaranjan National Cancer Institute ,  
37, S.P. Mukherjee Road, Kolkata -700026.

Dear Sir,

Bank Guarantee No :  
.....  
Amount of Guarantee :  
.....  
Guarantee cover from : .....  
Last date for lodgment of  
claim:.....

This deed Guarantee executed by the

.....  
.....  
.....  
.....

( Herein after referred to as the “ Bank “) in favour of the Director , Chittaranjan National Cancer Institute, Kolkata -700026 (hereinafter referred to as “ the Beneficiary “) for an amount not exceeding .....at the request of M/s.

.....  
.....  
( herein after referred to as “ the Contractor” ) .

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs.....and the guarantee shall remain in full force upto .....and cannot be invoked otherwise than by a by a written demand or claim under this Guarantee served on the Bank on or before.....

Whereas the beneficiary has placed an order with the contractor in terms of the Order No.....for the supply of..... As per order and whereas one of the conditions of the agreement made was that the Corporation should make 100% payment of the contract including , Taxes, Duties ,Freight and Insurance against delivery of the items on submission of Performance Bank Guarantee equivalent to 5% contract value valid for 15 months from the date of

execution of agreement or 3 months from the date of satisfactory completion of supply whichever is later.

In consideration of the beneficiary having agreed to pay to the contractor the payment as aforesaid in accordance with the items of the agreement, we, the .....hereby undertake that it will in the event of the Contractor, failing to deliver the materials in accordance with the conditions of the agreement, pay to the beneficiary on demand any sum or sums which may from time to time be demanded by the beneficiary after the date thereof up to a maximum of Rs.

.....being the amount of % of the contract value which at the date of the demand by the beneficiary has been paid aforesaid and which has not under the terms of this or any undertaking been reimbursed.

This undertaking is not revocable by Notice but will continue with full force until (a) payment has been made to the beneficiary by the Bank of aggregate amount payable hereunder or (b) delivery of all items of the contractor's acceptance of Order

No:..... To the beneficiary in accordance with the conditions of the agreement whichever shall first occur

Notwithstanding anything contained herein :

i). Our Liability under this Bank Guarantee shall not exceed Rs.....

ii). The Bank Guarantee shall be valid upto .....

iii). We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....

Dated on this ..... day of .....

Witnesses :

1.

2.

**FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT .**

To  
The Director ,  
Chittaranjan National Cancer Institute ,  
37, S.P. Mukherjee Road, Kolkata -700026.

WHEREAS -----(Name and Address of the Supplier ) (Herein after called “the supplier”)has undertaken , in pursuance of contract No.....dated .....( therein after called “the contract”) to supply Chittaranjan National Cancer Institute (CNCI) address with .....(description of drugs as supplies ) .

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a Bank Guarantee by a scheduled commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract .

AND WHEREAS we have agreed to give the supplier such a Bank Guarantee :

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier , up to a total amount of ..... (Amount of the guarantee in words and figures),and we undertake to pay you, upto your first written demand declaring the supplier to be in default under the contract and without cavil or argument ,any sum or sums within the limits of (amount of guarantee) as aforesaid , without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under these presents being absolute and unequivocal .

We agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification .

No action, event,or condition that by any applicable law should operate to discharge us from liability ,hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein, unconditional in all respects.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s) .

We,.....( indicate the name of bank ) lastly undertake not to revoke this guarantee its currency except with the previous consent, in writing, of the Director , CNCI.

This Guarantee will remain in force up to (Date). Unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of (Date ) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not .

(Signature with date of the authorized officer of the Bank)

.....  
Name and designation of the Officer .

.....  
.....  
Seal, Name & Address of the Bank and address of the Branch .