

Notice Inviting Tender
for
24 x 7 Pharmacy/Chemist Shop for supply of medicines/ drug/
surgical/ consumables /implants/ Orthotic and Prosthetic
Devices, etc. in AIIMS Bhubaneswar



File No : AIIMS/BBSR/MS/P.S/2014

Issue Date : 01.10.2014

Date of Pre-Bid Meeting : 15-10-2014, 3.00 PM

Last Date of Submission :31-10-2014, 12.00 Hr

Tender opening date (Technical bid) : 31-10-2014, 03.00 PM

All India Institute of Medical Sciences, Bhubaneswar

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All India Institute of Medical Sciences, Bhubaneswar invites tenders in sealed covers under **two-bids** system from manufacture and their authorized dealers/ distributors for providing various Drugs /Disposables / Consumable/ Implants /Orthotic and Prosthetic Device etc. for AIIMS Bhubaneswar. The contract shall be for a period of 1 (One) Year.

Interested manufactures and their authorized dealers/distributors are required to submit the Technical and Financial bid separately. The bids in Sealed **Cover-I** containing **“Technical Bid”** and Sealed **Cover-II** containing **“Financial Bid”** should be placed in a third sealed cover super scribed **“24 x 7 Pharmacy/Chemist Shop for supply of medicines/ drug/ Disposable / consumables /implants/ Orthotic and Prosthetic Devices, etc. at AIIMS Bhubaneswar”** and should reach at the office of **“The Administrative Officer, AIIMS, Sijua, Bhubaneswar (Odisha) - 751019**, by or before on 12.00 P.M. on **31-10-2014**. The bid received after due date and time will not be entertained whatsoever may be the reason. The technical bids shall be opened on the same day at 03.00 PM at AIIMS, Bhubaneswar. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the appointed time. The date of opening of financial bid of technically qualified agencies will be put up in the Official website in due course. No paper publication shall however be made for this.

The Tender document containing Technical Bid form, financial bid form, technical description/specification & item and terms & conditions can be downloaded from website www.aiimsbhubaneswar.edu.in. Demand Draft for Rs.2100/- (Rupees Two thousand one hundred only) (non-refundable) in favour of **“AIIMS, Bhubaneswar”**, payable at **Bhubaneswar**, against cost of the tender document with 5% VAT is required to be Furnished along with their Technical Bid in the **Cover-I “Technical Bid”**. The amount of bid security (EMD) for **24 x 7 Pharmacy/Chemist Shop for supply of medicines/ drug/ Disposables/ consumables /implants/ Orthotic and Prosthetic Devices, etc. for AIIMS Bhubaneswar** of Rs. **2, 00,000/- (Rupees Two Lakh Only)** of tender documents should be paid by BG in favour of **“AIIMS, Bhubaneswar”** payable at **Bhubaneswar** and will be placed in **cover-I** with Technical Bid. The Tender Documents are not transferable.

Any future clarification and/or corrigendum(s) shall be communicated through Administrative Officer on the AIIMS, Bhubaneswar website: www.aiimsbhubaneswar.edu.in.

**Administrative Officer
AIIMS, Bhubaneswar**

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Annexure -I**Technical Bid****Checklist for submission of tender for 24 x 7 Pharmacy/Chemist Shop for supply of medicines/drug/ disposable/ consumables/implants/ Orthotic and Prosthetic Devices, etc. within the premises of the All India Institute of Medical Sciences, Sijua, Bhubaneswar**

(This checklist duly filled should be enclosed with the tender form)

All the documents enclosed with the tender form should be numbered and signed.

Name of the tenderer_____

Name and Site/Location or present business entity_____

Address:-

Sr. No.	Documents	Photocopy enclosed Yes / No	Page No
1	All the pages of tender form are signed (please write Yes/No)		
2	Earnest money by BG enclosed vide draft No. _____ dated _____ for Rs. _____ Drawn at bank		
3	Residence Proof duly attested (Name of document:)		
4	Self Attested photocopy of the Ownership Document, in case of firm a Partnership Deed and Registration Certificate under Companies Act along with memorandum of association etc. as the case may be.		
5	In case of firm/company, self-Attested photocopy of authority to sign tender and required deed on behalf of the firm/company.		
6	Copy of audited Balance Sheets (duly attested) for last three years.		
7	Attested copies of VAT Returns submitted in last three years.		
8	Self Attested photocopy of the valid licence for sale of drugs/medicines issued by Drugs Controller Odisha, under the Drug and Cosmetic Act 1940 for carrying out business of selling of medicines etc.		
9	Affidavit to the effect that the firm/individual will submit concurrent certificate of only one shop at a time from the AIIMS for running the trade mentioned in this tender.		
10	Affidavit to the effect that the firm/individual is not blacklisted by any Govt. Organisation and that no criminal case or any economic offence is pending under any Court of		

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	Law/Registered with Police / Investigating Department.		
11	Self Attested photocopy of VAT Registration Number/TIN number.		
12	PAN number and photocopy of PAN Card Number (self-attested).		
13	Bio-data of the Pharmacist/Pharmacists to be deployed in the Chemist Shop along with attested copy of registration certificate with pharmacy council.		
14	Passport size photographs of the tenderer & pharmacist duly self attested should be pasted on the tender form at last page.		
15	Price Bid (Annexure-II In Sealed cover)		

Signature of tenderer**Seal****Date****Sign of Bidder**

Terms and conditions for licensing out built up 24x7 Pharmacy/Chemist Shop for supply of medicines/ drug/ surgical/ consumables/implants/ Orthotic and Prosthetic Devices, etc. within the premises of the AIIMS, Sijua, Bhubaneswar.

1. Tender must be submitted in two sealed envelopes separately i.e., the tender form duly signed on every page along with all the required documents in one envelope **(Envelope–A)** and price bid/financial bid on the prescribed Performa in the second envelope **(Envelope–B)**. Both the envelopes are to be sealed in a Master Envelope and the name of tenderer and business entity with address should be clearly mentioned on the envelopes. Those who fail to follow this procedure may be disqualified forthwith.

EARNEST MONEY

2. Tender must be accompanied with Earnest Money Deposit (EMD) amounting **Rs. 2,00,000/- (Rupees Two Lakhs only)** in the form of **BG in favour of AIIMS, Bhubaneswar payable at Bhubaneswar with the validity period of minimum of 12 months from issue of tender notice of the said shop/site**. No other form of Earnest Money Deposit would be accepted.

RECEIPT & OPENING OF TENDERS

3. Tender should reach in the office of Administrative Officer, AIIMS, Bhubaneswar up to **21-10-2014** on or before **12.00 Noon**. Tender document/Technical Bid shall be opened on same day at **03:00 P.M.** (in the presence of tenderers or their authorized representative) In case, the last date of receipt of tenders happens to be a holiday/bank holiday in Bhubaneswar, the tenders will be received till the next working day up to the same time. The tender document containing technical bid form, financial bid form, technical description & terms & conditions can be downloaded from website www.aiimsbhubaneswar.edu.in .Tenderer should enclose DD/Pay order for Rs. 2100/- (Rupees Two Thousand One Hundred) (non refundable) in favour of "AIIMS Bhubaneswar", Payable at Bhubaneswar, along with their technical bid in the Cover-I "Technical Bid".
4. Earnest Money/qualification documents etc., already deposited with the Institute in connection with any other case/tender shall not be considered for this tender.

PRE-QUALIFICATION DOCUMENTS

5. The following pre-qualification documents are to be submitted along with the tender form in a separate envelope from the envelope containing the Technical bid. However, the tenders received without any of the following documents, may render the tender invalid and the Financial/commercial bid shall not be opened: -

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- a) The applicant must be resident of India and copy of any one of the following documents (self-attested) mentioned will be submitted as a proof of residence namely: -
- (i) Passport
 - (ii) Valid Driving Licence
 - (iii) Water/Electricity bill (Latest not before 3 month)
 - (iv) Voter Identity Card
 - (v) Telephone Bill.(BSNL Latest not before 3 month)
 - (vi) Addhar Card
- b) Self Attested photocopy of the Ownership Document, in case of firm a Partnership Deed and Registration Certificate under Companies Act along with Memorandum of Association etc. as the case may be.
- c) In case of firm/company, self Attested photocopy of authority to negotiate and sign tender and licence deed on behalf of the firm/company.
- d) The applicant/firm must have minimum turnover of **Rs.20 lacs per annum** of retail Chemist during last three years. In support (proof) of annual turnover the following documents should be enclosed with the tender form:
- a. Copy of **audited Balance Sheets** (duly attested) of last three years.
 - b. Attested copies of **VAT Returns** submitted in last three years.
- e) Self-Attested photocopy of the **valid licence for sale of drugs/medicines** issued by Drug Controller Odisha, under **the Drug and Cosmetic Act, 1940** for carrying out business of selling of medicines / disposable /consumable /implants / orthotic & prosthetic devices etc.
- f) Affidavit to the effect that the firm/individual will submit concurrent certificate of only one shop at a time from the AIIMS for running the trade mentioned in this tender.
- g) Affidavit to the effect that the firm/individual is not blacklisted by any Govt. Organisation
- h) Affidavit containing details criminal case or any economic offence is pending or concluded under any Court of Law/ Police/ Investigating Department.
- i) Self-Attested photocopy of **VAT** Registration Number/TIN number.
- j) PAN number and photocopy of PAN Card Number (self-attested).

Sign of Bidder

- k) Bio-data of the Pharmacist/Pharmacists to be deployed in the Chemist Shop along with attested copy of registration certificate with pharmacy council.
 - l) A Passport size photographs of the tenderer & pharmacist duly self-attested should be pasted on the tender form at last page.
6. If more than one tender is received from one/ single firm or its partners or director of the company, **all such multiple tenderer shall be liable to rejection .**

IMPORTANT NOTE:-

- i) **This tender form cannot be sold / transferred to anybody who has not purchased the form.**
- ii) **Only original purchaser of the form has right to bid. No bid can be made on behalf of the purchaser.**
- iii) **The person who gives his tender to other person shall be debarred for next two years from dealing with the AIIMS.**
- iv) **Price bid once submitted with tender cannot be revised (unless or otherwise negotiated after opening of tender/bid).**
- v) **The person who backs out after bidding will be debarred for next three years from dealing with the AIIMS. His/her earnest money shall also be forfeited.**
- vi) **The licensee of the same shop /site is eligible to participate in the tender subject to that his/her licence is not terminated for any violation/reason.**
- vii) **The space will be provided by AIIMS Bhubaneswar in its premises subject to term & conditions of recovery of rent as per CPWD norms & electrical charges and water charges etc as per actuals.**

OTHER CONDITIONS REGARDING ALLOTMENT OF SHOP

7. The tenderer who do not have any licence of similar trade from AIIMS on the date of filling of this tender shall submit an affidavit to the effect that:

"The applicant/firm either himself/herself or through any partner/close relation i.e., son/daughter/father/ mother does not already have a concurrent licence from the AIIMS for running the trade mentioned in this tender". (Annexure-I)

8. **Note:** A Licensee cannot have more than one licence of the shop of similar trade from AIIMS and in case at any stage it is found that he/she or through any partner/close relations i.e. son/daughter/ father / mother has any interest / share / partnership in any other shop of the similar trade, the licence shall stand terminated / cancelled & his/her/their PG forfeited.

Sign of Bidder

9. The licence will be given on CPWD rates according to the space allotted for 2+1 years (subject to satisfactory services) which is awardable in order of highest discount and shall be governed by the provisions of the Public Premises (Eviction/ Regulations) Act and rules framed there under from time to time for the purpose of any action in case of default. In case the first highest discount offerer backs out and fails to take possession of the premises he/she will be debarred for three years and the earnest money shall be forfeited the tender shall be cancelled and the fresh tender will be floated.
10. **The Director, AIIMS, Bhubaneswar reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever, and without any prior notice to the tenderers whatsoever.**
11. Licence fee should be mentioned both in figures as well as in words, wherever required.

DOCUMENTS/PAYMENTS TO BE SUBMITTED BY SUCCESSFUL TENDERER (S)

12. (i) Original Documents/payments are to be submitted/deposited by the successful bidder within **15 days** from the issue of licence memo or before taking over the possession of the premise whichever is earlier. The possession of the premises will be given after the submission of the following documents: -
 - a) Licence Deed on Non-Judicial Stamp Papers Worth Rs.10/-.
 - b) One-Month Advance Licence Fee plus Service Tax.
 - c) Licensee should deposit the Police Verification Report receipt within 15 days of taking over the possession of the shop and must deposit the Police Verification Report within 03 months from the issue of the allotment letter of the premises.
 - (ii) In addition to above, the successful bidder shall submit a TD/FDR pledged in favour of Director, AIIMS, Bhubaneswar issued by any local nationalized bank, worth **Rs. 5,00,000/- (Rupees five lacs only)** as Surety which shall remain valid up to 60 days after the expiry of the licence period, before 15 days of taking over of possession. Failure to submit the pledged FDR in time shall attract a fine of **Rs.1000/-** per day and if delay is more than 15 days, the offer of licence is liable to be terminated.
- Note:** *If the licensee does not submit the aforesaid documents/payments within the stipulated period a fine @ **Rs.1000/-** per day will be charged for each day of delay beyond the stipulated period, till the actual deposit of the same. In this case allotment is also liable to be cancelled& EMD forfeited. Fresh tender shall be floated there after.*
13. The tenderer will be sole proprietor of the Pharmacy, and if not, the document-governing letter of Authority from the firm shall be furnished along with the documents mentioned in the para-12 above.

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SPECIFIC CONDITIONS

14. The licensee shall/must give medicines/consumables/Disposables /surgical implants etc. to the patients against valid prescription by the Doctors at a Highest and fixed of discount offered on MRP in respect of all items in the Tender document.

However, the licensee would be free to give more discount to the buyers than the discount quoted in the Tender. There are medicines/ consumables on which MRP or MRP in Indian Rupees is not mentioned. In such cases, the chemist should ensure that MRP is printed or stamped on such items and should also ensure that the market price of such items is displayed at the shop and allow the prescribed discount accordingly.

15. a) In case of prescription for specific brand of medicines and other items, the same shall not be substituted. If any such case is noticed during random check/complaint by the purchaser etc. after the payment, then chemist will be penalized for Rs. 1000/- plus cost of the specific brand for each such default.
- b) The licensee shall ensure that all the medicines and consumable / surgical items (particularly lifesaving drugs) which are prescribed by the AIIMS doctors are available at the shop.
- d) The licensee will have to install a separate refrigerator for storage of vaccines. This refrigerator would be as per the technical specification attached with tender document in order to maintain the cold chain for vaccines available in the outlet and also submit the detail of branded refrigerator of horizontal shape manufactured for the purpose. The licensee will ensure the functioning of this refrigerator round the clock and maintain a twice daily log book of temperature chart and also keep the similar refrigerator as standby, if the need be. The licensee will not store non vaccine drugs in this refrigerator (**Annexure-I**).
- e) The licensee will ensure use of bar-coding on each item and optical scanner at point of sales.
16. (a) The licensee shall sell only reputed brands of both medical and surgical items.
(b) A Pre-Bid Meeting shall be held at the scheduled time for clarification of doubts from both the sides. Tenderer/ authorised representative may attended the meeting with necessary identity.
17. For each sale the licensee shall issue a computer generated receipt which will include:
- (a) Sr. No.
 - (b) Name of the medicine
 - (c) For consumables (C) / surgical (S)
 - (d) the batch
 - (e) lot No.,
 - (f) dates of manufacturing
 - (g) date of expiry

Sign of Bidder

- (h) MRP
- I. Discount
 - II. Net amount

18. a) The un-used items will be taken back within three days of the discharge / final treatment of the patient, subject to the condition that the date of expiry, MRP and batch No. is printed and clearly visible on the medicines/surgical items being returned. Any applicable tax already charged and which cannot be refunded will be borne by the patient.
- b) The licensee shall display the scheduled time for exchange/return of the medicines and deploy an extra salesman for this purpose.
- c) The licensee shall display the names and contact nos. of the person to whom the complainant can contact in case of any difficulty and display on the boards.
19. a) For the purpose of trade, the licensee at his own cost shall ensure display of rates (important items) and discount to be allowed by him to the customers and other relevant terms and conditions. He shall not charge in excess of the rates as mentioned at clause 14 above.
- b) The licensee shall ensure provision and sale of quality products, medicines and drugs etc. and in no case the items as above which are spurious, soiled, damaged, post-dated and expired would be stocked or sold by the licensee. Breach of these conditions will entail immediate suspension and cancellation of the license. The products shall conform to the rules & laws of the Govt. regarding their sale.
- c) The licensee must give receipt of all sold items to the customers without any demand failing which a penalty of Rs.5,000/- will be imposed upon the licensee for every lapse and his licence may also be liable for termination by the Director, AIIMS, Bhubaneswar.
- d) No substitution of the prescribed medicines is to be allowed as per clause-15 above.
- e) If any instance of default regarding Clause No.14, 15 and 19 (a, b & d) is noticed, the penalty as ordered by the AIIMS, Bhubaneswar will be imposed and his tender is also liable to be terminated.
20. The licensee will stock or sell small quantity of mineral water (not more than 50 bottles can be kept for the purpose) and not allowed to stock ordinary (except medicated) bathing soap, talcum powder toothpaste / brushes etc.

Important Note:

Sign of Bidder

- i. The overall control and supervision of the said space will remain vested in the Licensor and the officials of the Licensor shall at any time, be entitled to inspect the premises under Licence with respect to its bonafide use and in connection with the fulfilment of the other terms and conditions of the agreement. Periodical inspection by the duly constituted monitoring committee will also be carried out to verify the stock position of the medicines, cold chain maintenance, bar coding etc. The licensee is required to correct and adopt all the measures immediately, as advised by the committee for smooth running of the shop.
- ii. The licensee and all its employees will always prove their Identity through I.D. Cards issued by owner/management of licensee after due police verification. A list of all the employees with their full details is required to be submitted to the Administrative Office, AIIMS, Bhubaneswar. Licensee will also follow instruction of the Institute issued time to time for management of the business.

PERIOD OF LICENCE

21. The licence shall initially be for a period of two years (subject to satisfactory services) with 10% increase every year in the licence fee for the second year onwards. The licence is further extendable for another one year by the AIIMS subject to the satisfactory service of the licensee and may be extended if deemed necessary & proper by AIIMS, Bhubaneswar, for another year and increase in monthly licence fee for each term as deemed fit by the authorities. The licensee shall not be eligible for such extension as a matter of right whatsoever, and the decision of AIIMS, Bhubaneswar shall be final and binding on the licensee. In default the provisions of P.P. Act, 1971 shall be invoked.

Note: A Licensee cannot have more than one licence of the shop of similar trade from AIIMS, Bhubaneswar and in case at any stage it is found that he/she or through any partner/close relations i.e. son/daughter/ father/mother has any interest/share/partnership in any other shop of the similar trade, the licence shall stand terminated/cancelled & his/her/their EMD or performance security shall be forfeited.

POSSESSION OF THE PREMISES

22. Failure to occupy the premises **within 15 days** of issue of acceptance/licence letter may result in forfeiture of earnest money and cancellation of licence.
23. The licensee shall use the premises solely for the purpose for which it has been licensed out, and for no other purpose and he shall not part with the premises/sub-let the premises to any one directly or indirectly.

PAYMENT OF LICENCE FEE

Sign of Bidder

24. The licensee shall pay to the licensor monthly licence fee in advance and without demand by 7th of each month along with Service Tax or any other tax/Cess imposed or revised by the competent authority from time to time. The licence fee for the first month shall be paid within **15 days** from the issue of letter / memo. of licensing out of the said space and before taking possession. In case of failure to pay, licence is liable to be withdrawn. The licensee shall pay interest @18% p.a. on licence fee due from him, if he/she does not pay the same on due date, but will not be permitted to do so beyond one month and thereafter his licence is liable to be cancelled and the **PG shall allow** forfeited.
25. The licensee will deposit licence fee in cash or by crossed Bank Draft of any scheduled bank at Bhubaneswar, in favour of AIIMS, Bhubaneswar.

PAYMENT OF ELECTRICITY / WATER CHARGES

26. In addition to the licence fee the licensee shall pay the bills of electricity/water according to the reading of electricity/water meter to be installed by him at his own cost along with the arrears, if any. In case separate electricity/water meter is not installed, the licensee shall pay the charges of electricity/water at flat rates fixed by the Superintending Engineer, AIIMS, Bhubaneswar from time to time. The licensee will pay the electricity/water bills raised by the Institute within 10 days from the issue of bill failing which the electricity/water supply will be disconnected without any intimation and the arrears if any will be adjusted from the amount of PG deposit.
27. In the event of breach or non-observance of any of terms and conditions of this licence, AIIMS, Bhubaneswar may forfeit the PG either in full or in part thereof.

LICENCE DEED

28. The licensee shall execute necessary licence deed specifying the terms and conditions as mentioned herein, on the Non-judicial stamp papers worth Rs.5/- at his own cost, within 15 days from the issue of licence order, along with other documents/ payments, failing penalty as mentioned above shall be imposed.

MAINTENANCE OF THE PREMISES

29. (a) The licensee shall keep the premises in a clean sanitary and tenable condition and shall pay for the cost of making good any damage thereto or to adjacent premises, caused by negligence or misuse of premises by the licensee or before taking over possession whichever is earlier and shall indemnify the licensor against any loss/damage/ additions/ alterations to the premises. **The licensee will get the whitewash / paint done in the shop at his / her own costs from time to time as & when required.**

Sign of Bidder

(b) The licensee shall not store empty packing cases or baskets or any goods or any other material on the open spaces around the premises or any other place from where such goods or material may be visible from outside. The area in front of the said premises shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than the public passage. **The licensee shall not make any addition or alternation in or around the premises without the written consent of the, AIIMS, Bhubaneswar.**

(c) The licensee would provide dust free, mosquito and fly free environment. The conditions, which increase the infection, shall not be allowed. The licensor reserves the right to issue directions from time to time for proper sanitation and cleanliness of the premises. These will have to be followed by the licensee.

(d) In case of failure to implement the directions regarding condition and sale of the products and maintenance of the premises, suitable fine may be imposed on him for every lapse by the AIIMS, Bhubaneswar and his tender is also liable to be terminated by the, AIIMS, Bhubaneswar.

(e) The licensee will not sell items at higher rates than the MRP or prevailing market rates and shall give mandatory discount, (*as per Clause 14 above*), failing suitable penalty/fine will be imposed for every laps by, AIIMS, Bhubaneswar.

(f) The penalty fine so imposed for violation must be deposited within stipulated period repeated violation of any conditions may lead to cancelation of the licence.

(g) The licensee will not allowed to cook or use gas stove, kerosene stove in the premises.

(h) The licensee shall deal with the general public politely and shall not conduct itself in such away as to cause annoyance to anyone. That in case of any dispute between the licensee and the visitors/staff, the matter shall be referred to AIIMS authority whose decision shall be final and binding upon the licensee.

30. The licensee shall ensure promptness of service at the counter and shall appoint necessary staff for the purpose and shall also ensure that there is no mismanagement on his part or his agents and servants. In case of failure, to implement the directions regarding service at the counter, suitable fine may be imposed by the Director, AIIMS, Bhubaneswar and his licence is also liable to be terminated by the Director, AIIMS, Bhubaneswar.

31. The licensee shall not use any electric broadcaster or any other article that may disturb the atmosphere of the Hospital.

Sign of Bidder

32. (a) The licensee shall pay during the terms of licence all the Central/local taxes and cesses for the time being imposed or assessed on the premises by the competent authority from time to time.
- (b) The licensee shall pay service tax on the licence fee as notified by the Central Excise Commissionerate from time to time. The Service Tax should be deposited along with monthly licence fee.
33. a) No obnoxious trade like Bidi, Cigarette, Pan Masala etc., shall be carried on at the premises. The licensee shall ensure strict 'NO SMOKING' inside the premises.
- (b) Sale/stock of Bubble Gum/Chewing-gum and spitting is banned in the Institute premises. Hence, the licensee will not stock/sell Bubble Gum/Chewing-gum or toffees with gum ingredients at the shop/site, failing suitable penalty will be imposed.
- (c) The licensee will not keep any display counter / equipment etc. in the 'Veranda' or open space in front of or around the shop allotted failing necessary action will be taken / penalty imposed.
34. Neither this licence nor any of the rights conferred by it shall be transferred or assigned to any other person, nor shall the premises or any part thereof be sublet directly or indirectly.
35. a) The licensee shall not employ any child labour(s) in contravention of the LABOUR EMPLOYMENT ACT, 1970.
- (b) The licensee will be fully responsible for implementation of Labour Laws/ Shops & Establishment Legislation including minimum wages, ESI, P.F. & Worker Compensation etc.
36. The licensee would be required to make necessary fire safety arrangement in the shop and also install appropriate number of fire extinguishers in consultation with the Fire Officer or any authorized Officer of AIIMS, Bhubaneswar to ensure safety and security of the public, self and the Institutes property.

VACATION / TERMINATION NOTICE

37. Notwithstanding anything contained in the Terms&Conditions above, the licensor shall be at liberty to terminate this licence by giving 30 days clear notice ending with the expiry of that month of licence without assigning any reason whatsoever. However, the licensee may terminate this licence by giving 60 days clear notice ending with the expiry of the month of licence. In this case he/she will be debarred for participating in the tender process of all the commercial sites for 2 years / site subsequent to his/her vacation notice and 50% of the one month licence fee will be charged / deducted from

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the licensee and the same will be deducted from his PG deposit subject to minimum of Rs.10,000/- and maximum of Rs.50,000/- (Rupees fifty thousand only) (including the cost of re-tendering).

BUSINESS TIMINGS OF THE PREMISES

38. The timings of the said premises for providing services shall be round the clock. The presence of licensee or his persons shall be ensured during the said working hours, otherwise it would be a violation of the terms and conditions calling for termination of licence followed by eviction.

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ARBITRATION

39. Any dispute arising out of this contract at any stage shall be referred to an arbitrator. The vendor may also appoint an arbitrator from his side. If required an umpire shall be appointed, whose decision shall be final in the matter.

VACATION OF THE PREMISES AFTER EXPIRY/REVOCATION OF LICENCE

40. The licensee shall deliver the vacant possession of the premises to the Director, AIIMS, Bhubaneswar after the expiry or revocation of the licence. In case, the licensee fails to handover the vacant possession after expiry of licence period, he will be liable to pay 5 times of monthly licence fee after the licence period has expired unless it is extended by the Director, AIIMS, Bhubaneswar. In case of non-deposit of the fine as above, the same is liable to be deducted from the PG deposit. In such case the licensee shall be governed by the provisions of P.P. Act, 1971.
41. The licensee shall permit access to the Director or authorised Officer of, AIIMS, Bhubaneswar at any time for the purpose of inspecting the premises and the trade or business carried therein.
42. AIIMS, Bhubaneswar may modify, impose or relax any clause in the terms and conditions.
43. In case of breach of any of the terms and conditions of this licence, the Director, AIIMS, Bhubaneswar may revoke this licence and forfeit the PG/EMD and the licensee shall thereupon forfeit all the rights hereunder, and shall remain liable for any sum then due, from him and also for any damage or loss which may be caused to the licensor by reason of such default or for making any alternative arrangement for running the said premises.

In case of any legal consequence the jurisdiction shall be the appropriate court of law at Bhubaneswar.

Sign of Bidder

Enclosed to Annexure –I Technical Bid

I / We accept all the terms and conditions mentioned above and hereby tender discount offered as per sealed envelope, attached separately (envelope-B).

EMD detail:

Bank Guarantee

No.....

Dated.....

forRs.

Scheduled Bank

Branch

Affix attested
Latest PassportSize
Photograph with date

PAN Number.....
(Enclose attested Photocopy)

(Signature of tenderer(s))

(Individual/Firm/company/other)

(Affix stamp except individuals)

Dated: _____

Name in full (of tenderer).....

Date of

Birth..... Father/Husband's Name.....

Address**for****correspondence**.....

Phone No.....

Mobile

No.....

Permanent**Address**.....

Phone No.....

Mobile

No.....

Witness – I**Witness - II**

Signature:.....

Signature.....

Name

Name.....

Address

Address.....

.....

.....

Phone No.....

Phone No.....

Mobile No.....

Mobile No.....

Sign of Bidder

(Tenderer must sign on each page of Tender Form)

Enclosed to Annexure –I Technical Bid

PROFORMA FOR AFFIDAVITE

TO BE WRITTEN ON NON-JUDICIAL STAMP PAPER OF RS. 100/-

(TO BE ATTESTED BY A MAGISTRATE 1ST CLASS OR OATH COMMISSIONER)

I,..... S/o
.....R/o..... Police
Station..... District..... Contractor/ partner, + or sole
proprietor (Strike out the work which is not applicable) of (firm or contractor)
..... do hereby declare and solemnly affirm that:

- (i) I am/my firm/company is not blacklisted by Union or any State Govt. / Organisation.
- (ii) No individual/firm/companies blacklisted by the Union or State Government or any partner or shareholder thereof, have any connection directly or indirectly with or has any subsisting interest in business of my firm.
- (iii) I am or my partner are not involved / convicted in any criminal case / economic offence and no criminal case/economic offence is pending against me or my partner in any court of Law /Registered with police.

Dated:-.....

Deponent

VERIFICATION

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

Deponent.....

Sign of Bidder

Enclosed to Annexure –I Technical Bid

Affidavit as per Clause 7 of the tender to be given by the tenderer who do not have any licence of similar trade from AIIMS on the date of filling of this tender:-

AFFIDAVIT

I,.....
.....S/oSh.....
..... R/o..... Police Station.....
District..... Contractor/ partner, + or sole proprietor (Strike out the work which is not applicable) of (firm or contractor) do hereby declare and solemnly affirm that: -

"The applicant/firm either himself/herself or through any partner / close relation i.e., son/daughter/father/ mother does not already have a concurrent licence from the AIIMS for running the chemist Shop in the AIIMS, Bhubaneswar premises.

Dated:.....

Deponent

VERIFICATION

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

Deponent.....

Sign of Bidder

TO BE SUBMITTED IN SEPARATE ENVELOPE (Marked – B)**PRICE BID**

From:

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

To

The Director
AIIMS, Bhubaneswar
Sijua, P.O.: Dumduma,
Bhubaneswar – 751 019

Dear Sir,

I/We hereby offer to sell medicines/items to patients at the rate given below:

Uniform Discount on the Printed Maximum Retail Price offered on All items irrespective of category of Drugs / Disposable / Implants / Consumables /Orthtic and prosthetic Devices etc.

Discount offered (in figures) (In Percentage)	Discount offered (In words.) (In Percentage)

Note:

1. Please don't furnish categories wise break up of discount. If so the tender will not be considered for Evaluation.
2. I also undertake to keep the above quoted rate of discount valid on the Printed Retail Price on all items available for sale, till duration of this contract.

Signature_____ Name_____

Seal:-

Sign of Bidder