

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS)
BHUBANESWAR**

SIJUA, BHUBANESWAR (INDIA)

Website: www.aiimsbhubaneswar.nic.in

TENDER FOR

OPENING AND RUNNING “24x7” PHARMACY/CHEMIST SHOP AT AIIMS, BHUBANESWAR

Tender No.: AIIMS/BBSR/MS/24x7 PHARMACY/13/2020

Date of Issue of Tender Document	Dt: 20/10/2020
Last Date of Submission of Tender	Dt: 19/11/2020, Time – 02.00 PM
Cost of Tender Document	Rs. 2360/- (Non-Refundable) including GST @18% by the way of Demand Draft in Favour of “AIIMS Bhubaneswar”, Payable at Bhubaneswar
Pre-Bid meeting	Dt 30/10/2020, Time 03.00 PM

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ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHUBANESWAR, SIJUA,
BHUBANESWAR - 751019 (ODISHA) INDIA
www.aiimsbhubaneswar.nic.in

Details of Tender

Tender Reference	AIIMS/BBSR/MS/24X7 PHARAMACY/13/2020
Mode of Bidding	National Competitive Bidding
Budget	Domestic/National
Description of the Tender	Opening and Running 24x7 Pharmacy/ Chemist Shop in AIIMS BBSR Hospital Campus
Commencement of submission	Date: *****
Last Date for Submission	Date: 19/11/2020 by 02.00 PM
Pre-Bid Meeting	Date: 30/10/2020 Time: 03.00 PM
Date and Time of Opening of the Tender (Technical Bid)	Date: 19/11/2020 Time: 03.00 PM
Time and date of opening of the Tender (Price Bid)	Will be notified after Technical Evaluation in the Website.
Place of opening of the Tender	MS Board Room, 1 st Floor, Hospital Building AIIMS, Bhubaneswar
Address for Communication	MS, AIIMS, Bhubaneswar
Contact Official	Prof. (Dr) Sachidananda Mohanty, Medical Superintendent, AIIMS, Bhubaneswar
Phone Number	0674-2476800
Web site	www.aiimsbhubaneswar.nic.in
E mail Address	ms@aiimsbhubaneswar.edu.in
Cost of Tender Document	Rs. 2,360/- INR (Inclusive of 18% GST)

NOTICE INVITING TENDER (NIT)

Tender No.: AIIMS/BBSR/MS/24x7 PHARMACY/13/2020 Dt: 20.10.2020

On behalf of the Director, AIIMS Bhubaneswar, the **Medical Superintendent**, invites sealed tenders in Two Bid System (Technical Bid and Price Bid) from reputed Manufacturers/ Authorized Dealers/Distributors, who meet the prescribed eligibility criteria for opening and running a “24x7 Pharmacy /Chemist Shop” in the premises of All India Institute of Medical Sciences, Sijua, Bhubaneswar, Odisha-751019 , for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices etc. to patients only against valid prescriptions of AIIMS Bhubaneswar Doctors at approved “ **Fixed Discounted Rates**”.

The tender notice can be downloaded from the Website of the AIIMS Bhubaneswar/ Govt., **www.aiimsbhubaneswar.nic.in & www.eprocure.gov.in**. The cost of tender document is to be submitted in the form of Demand Draft/Banker's Cheque drawn in favour of “AIIMS, Bhubaneswar”, payable at Bhubaneswar along with the technical bid.

Minimum requirements for eligibility: -

1. The chemist must hold valid licenses from the appropriate authority as on the last date of the receipt of Bids in specified forms for various categories of allopathic medicines issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 or other applicable laws.
2. The chemist must not have been convicted by the State Drugs authorities or any other Govt. agencies and no case should be pending under the Drugs and Cosmetics Act and Rules or any other laws as applicable.
3. Chemist should have at least 5 (Five) years' experience in selling / dispensing the medicines / surgical consumable/implants/Orthotic and Prosthetic devices etc.
4. GST Registration certificate should be available in the name of the bidder (firm) for at least 3 years.
5. It should have No Conviction Certificate from State Drug Controller and certificate to this effect that there is no case pending under the Drugs & Cosmetics Act 1940 and Rules made there under as well as under Drug Price Control Order (DPCO) against the firm during the last 5 years.
6. All other eligibility criteria is mentioned in the tender documents.

For detailed terms and conditions, kindly go through the tender document.

The Director, AIIMS, Bhubaneswar reserves the right to reject all / any bid(s) received from the Chemists/Tenderers without assigning any reason thereof.

Last date for submission of completed Tender in sealed cover is Date: 19/11/2020 by 2.00 PM in the Office of the Medical Superintendent, AIIMS, Bhubaneswar, Sijua, Bhubaneswar-751019 (Odisha).

(Medical Superintendent)
AIIMS Bhubaneswar

ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHUBANESWAR
SIJUA, BHUBANESWAR – 751019 (ODISHA) INDIA
www.aiimsbhubaneswar.edu.in

Schedule of Tender

Tender No.: AIIMS/BBSR/MS/24x7 PHARMACY/13/2020 Dt: 20.10.2020

SrL. No	Schedule	Particulars
01	Tender Fee	Non-Refundable tender fee of Rs.2,360/- (Two Thousand Three Hundred Sixty Only) inclusive of GST @18% in the form of DD/Banker's Cheque in favour of " <u>AIIMS Bhubaneswar</u> ", payable at Bhubaneswar from any nationalized bank. Those who have downloaded the form from website or collected tender form from office must submit the Tender fee (DD/Banker's Cheque) along with Technical Bid document (Envelop-A). <i>(Postal Order/ Cash/ Cheque are not acceptable.)</i>
02	Place of Sale of Tender Document	The Office of the MS, Ground floor, Hospital Building, AIIMS Bhubaneswar, Sijua, Bhubaneswar-751019
03	Date of Sale of Tender Document	From 21/10/2020 to 18/11/2020 on any working day from 10.00 AM to 05.00 PM against deposit of Tender fee as above.
04	Web Site address for Blank bid	www.aiimsbhubaneswar.nic.in
05	Pre-Bid Tender Meeting (Date, Time & Venue)	Dt: 30/10/2020 from 03.00 PM onwards, at the MS Board Room, 1 st Floor, Hospital Building, AIIMS Bhubaneswar, Sijua, Bhubaneswar-751019
06	Date and Venue of Submission of Tender	Dt: 19/11/2020 before 02.00 PM, at the MS Office, Room No-03, Ground Floor, Hospital Building, AIIMS Bhubaneswar, Sijua, Bhubaneswar-751019
07	Date and Venue of Opening of Technical Bid	Dt: 19/11/2020 from 03.00 PM onwards, at the MS Board Room, 1 st Floor, Hospital Building, AIIMS Bhubaneswar, Sijua, Bhubaneswar-751019
08	EMD Amount	Rs. 10,00,000/- (Ten Lakh only) in the form of FDR/Bank Guarantee in favour of "AIIMS Bhubaneswar" payable at Bhubaneswar for the period of 6 months from the date of opening of Technical Bid.

Tender Enquiry documents containing all details along with terms and conditions can be availed in person from the Office of Medical Superintendent, AIIMS Bhubaneswar, Sijua, Bhubaneswar-751019 on any working day from 21/10/2020 to 18/11/2020 from 10.00 AM to 05.00 PM against deposit of Tender fee as mentioned above for which a Money Receipt will be provided. (Postal Orders/Cash/Cheque are not acceptable).

The Tender Document can also be downloaded from the AIIMS website (<http://www.aiimsbhubaneswar.nic.in> / www.eprocure.gov.in). In this case it is necessary for the Tenderer to pay the Tender Fee in the form of Demand Draft/ Bankers Cheque drawn in favour of "AIIMS Bhubaneswar", payable at Bhubaneswar and is to be kept in the Technical Bid Envelope. The reference of the DD is to be super scribed on the main envelope of Technical Bid. (Postal Orders/Cash/Cheque are not acceptable).

- A. Tender Fee of Rs.2,360/- is non-refundable.
- B. If requested, the Tender Enquiry Documents will be mailed by Registered Post/Speed Post to the domestic bidders and by international airmail to the foreign bidders, for which extra **charges per set will be Rs. 750/- (Seven Hundred Fifty only) for Domestic post and Rs.1500/- (One Thousand Five Hundred only) or an equivalent amount in foreign currency for international airmail.** The bidder is to add the applicable postage cost in the non-refundable tender fee mentioned above.
- C. The bidders who download the tender documents directly from the website available at www.aiimsbhubaneswar.nic.in should specifically super-scribe "Documents Downloaded from the website" on the top left corner of the outer envelope containing techno commercial bid & price bid separately. In no case the tender fee should be mixed with EMD amount. The tenders not following the above procedure will be summarily rejected.
- D. It is the responsibility of the Bidders to ensure that their Bids, whether sent by post or by courier or by person are dropped (Bid) in the Tender Box kept at the Office of the **Medical Superintendent, AIIMS Bhubaneswar, Sijua, Bhubaneswar – 751019.**
- E. The Tender document must accompany the prescribed EMD in the form of BG/TDR/ FDR in favour of "AIIMS Bhubaneswar" and to be submitted along with the Technical Bid. **No interest is payable on EMD/Bid Security.** Tenders without EMD shall be summarily rejected.

- F. All prospective Tenderers are required to attend the Pre-Bid Tender meeting at AIIMS Bhubaneswar. The venue, date and time is indicated in the Schedule of Tender of NIT at Point No. (5).
- G. In the event of any of the dates mentioned at schedule of tender being declared as a holiday/closed day for AIIMS Bhubaneswar, the stated event will be transacted on the next working day at the prescribed venue and time.
- H. This Tender Enquiry Document is not transferable.

(Medical Superintendent)
AIIMS Bhubaneswar

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHUBANESWAR SIJUA,
BHUBANESWAR – 751019, INDIA
www.aiimsbhubaneswar.nic.in**

The Tender Document has been divided into the following Sections: -

Section-1: Certificates/Documents required to be submitted in the Technical Bid.

Section-2: Instruction to Bidder

- i. Scope of Work.
- ii. Eligibility.
- iii. Cost of Bidding.
- iv. Bidding Procedure, Signing and Sealing of Bids.

Section-3: Terms and Conditions of Contract

Annexure-I: Letter of Undertaking by Bidder.

Annexure-II: Form of offer (Price Bid).

Annexure-III: Performance Security Form (For Successful Bidder only)

Annexure-IV: Article of Agreement (For successful bidder only).

Annexure-V: Layout of the proposed land/Area of Chemist Shop

Annexure-VI: Declaration cum Indemnity Bond format.

Section-1

Certificates / Documents required to be submitted in the Technical Bid Envelope:

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

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

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

Name of the Bidder (Firm Name): _____

Address of the bidder: _____

Name of the person signing the bid: _____

Designation of the person signing the bid: _____

Phone No. (with STD code) _____ Mobile No. _____

E-mail id: _____

	Documents to be Submitted	Document Enclosed (Yes/No)	If Yes, mention the page no./ Annexure no	Remarks
01	EMD in the form of TDR/FDR/ Bank Guarantee (No. _____ & Date: _____)			
02	Duly attested copies of valid licenses held by the bidder as on the last date of receipt of Bid in specified forms of various categories of allopathic medicines issued by the Drug Control Authority of the State under the provisions of Drug and Cosmetics Act, 1940 and Rules made there under.			
03	Copy of the Registration Certificate of the organisation as per the applicable Act, (Proprietorship/ Partnership/ Companies Act/ Trust Act etc.) along with constitution document (like Partnership Deed, Memorandum & Articles of Association etc.) of the Organisation.			
04	Copy of the Authorisation Certificate along with the resolution copy of Executive Body of the Organisation in			

	favour of authorised person to sign or deal with this tender.			
05	Self-attested copy of GST Registration Certificate of the firm.			
06	Self-attested copy of PAN of the firm.			
07.	Self-attested Copies of the Audited Financial Statements (Balance Sheet and P&L Account) for the preceding three Financial years to establish the turnover of the bidder.			
08	Self-attested Copies of the Income Tax Returns of corresponding Financial years for the preceding three years of the bidder.			
09	Self-attested Copy of GST returns of the firm in last 3 years (GSTR -1,2,3,9)			
10	Self-attested Copy of Drug License for preceding three years.			
11	Self-attested Copy of the No Conviction Certificate of the firm issued by State Drugs Controller under the "Drugs and Cosmetics Act and Rules" as well as under the "Drugs Price Control Order".			
12	Solvency Certificate for Rs 100.00 Lacs (One Hundred Lacs only) from a Scheduled Commercial Bank			
13	Duly signed and sealed Undertaking by the bidder as per Annexure – I.			
14	Self-attested Copy of proof of identity and proof of residence of the person managing affairs of the firm and also authorised person. (Copy of Passport, Aadhar, Voter ID, Valid DL etc.)			
15	Bio-data of the Pharmacist(s) to be deployed in the Chemist Shop along with attested copy of registration certificate with pharmacy council and proof that he/they is/are under the direct employment of the bidder.			

SEAL & SIGNATURE OF TENDERER

DATE:

PLACE:

Section – 2

Instruction to Bidder

1. SCOPE OF WORK

- A. To set up and operate 24x7 Modern Pharmacy / Chemist Medical Appliances Shop of high ethical and aesthetic standards within the premises of All India institute of Medical Sciences, Bhubaneswar for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices . . . etc. on discounted rates. The chemist shop will sell these items through computerized system and will submit the documentary proof of supply of these items to the patients at the approved discounted rates.
- B. Area to be provided will be approximately **800 Sq. Ft.** The space for shop will be provided by AIIMS on monthly rental basis (**Commercial rate**) as decided by the competent authority from time to time. AIIMS, Bhubaneswar will have the discretion to allot any other space during the currency of the contract and the Vendor has to shift the shop to the new premises on his own cost. The new rent shall be revised as per the area of the new space at the commercial rate to be decided by the AIIMS, Bhubaneswar.
- C. The bidder is expected to maintain sufficient stocks of medicines, consumables, surgical items, Implants, Instruments, etc. for sale at the Pharmacy / Chemist Shop at a fixed and pre-decided discounted rate.
- D. To sell medicines, surgical items, implants, instruments, etc. to patients only against valid prescriptions of Doctors of AIIMS at pre-approved discounted rates.
- E. Chemist will ensure use of bar-coding on each item and optical scanner at point of sales. The chemist will use a standard software for stock checking, dispensing orders and billing on his own cost.
- F. Expenditure on establishment of shop like broadband Internet connectivity, telephone, electricity as per actual meter reading and water charges shall be borne by the chemist. Charges for water supply will be approximately Rs. 1,000/- to Rs. 1500/- per month.
- G. The selected chemist shall arrange & will be responsible for all clearances / formalities including drugs license from State Drug Controller for opening the chemist shop in the allotted space. This may also include narcotics license at a later stage as applicable under the laws.
- H. The shop premises shall be leased/rented out initially for 2 years with renewal at 10% rental increase per year of existing rate, on satisfactory performance to be assessed by the Director, AIIMS, Bhubaneswar or by his/her authorised Representative.

- I. To have a source of portable drinking water for patients.
- J. The selected pharmacy shall make sufficient outlet counters for supply of medicines etc. against prescriptions without much delay.
- K. Selected pharmacy shall be responsible for making available of adequately qualified pharmacist as per the provisions of Pharmacy Act 1948, Drugs and Cosmetics Act 1940 as amended from time to time and rules made there under.
- L. MRP (Maximum Retail Price) should invariably be printed on the strip/ pack of all the products by the respective Manufacturers.
- M. Successful bidder has to display boldly the percentage of discount offering for the drugs for public information in the prominent places of AIIMS.
- N. Pharmacy should have computerized billing system as decided by AIIMS.
- O. It will be open for 24 Hours on all days including Holidays. (24x7).
- P. All the Drugs/Surgical Consumables/Implants/Orthotic and Prosthetic Devices as requisitioned by the Institute shall be supplied immediately on credit basis.
- Q. Other than drugs as defined in the Drugs and Cosmetics Act 1940 and rules made there under no items should be sold unless otherwise indicated.
- R. Credit sale to the Patients or Public or Staff of AIIMS, Bhubaneswar is at the owner's risk and AIIMS Bhubaneswar authorities in no way will be responsible for that.
- S. Successful Bidder cannot sublet the contract to any other person/s.
- T. Selected Bidder will sign the contract agreement containing all term and conditions of the contract along with any other documents that may be necessary for the purpose and will submit the Performance Security as mentioned in the tender document.
- U. The agreement shall be vetted by the authorised officer. The fair copy of the agreement shall be in the custody of Director or any authorised Officer.
- V. Expenditure on establishment of shop, racks, extra fittings, telephone, electricity etc. shall be borne by the tenderer.
- W. Bidder has to arrange for the furniture and fixture, AC, Fridge etc required for the shop.
- X. Successful Bidder will pay to AIIMS at commercial rate of power tariff.

- Y. The Bidder has to install A/C, refrigerator as per Drug and Cosmetic Act 1940, up to latest amendments and to **provide shading outside so that patients are not to be exposed to sun and have comfortable waiting area.**
- Z. As and when required all the emergency local purchases requested by the Pharmacy Department of AIIMS, Bhubaneswar has to be given top priority and the supply has to be made immediately within 24 hours.
- AA. The applicant shall at his own cost comply with the provision of labour laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/ Rules include the minimum Wages Act, 1948, the Workmen's Compensation Act 1923, the payment of gratuity Act 1972, the Payment of Bonus Act 1965, the Payment of Wages Act 1936, the employees provident fund and miscellaneous provisions act 1952, ESI Act. 1948 and Contract Labour (Regulation & Abolition) Act. 1970 besides all other applicable Acts and Rules.
- BB. All the provisions of **THE DRUGS AND COSMETICS ACT, 1940** as amended from time to time shall be followed. The amendments from time to time to this act also should be complied.
- CC. Applicant shall provide proper identification cards to his employees as per the prescribed format. The I.D card should contain the employees age, address, photograph, validity and registration number etc. All its employees shall adhere to the discipline of the Institute.
- DD. The applicant shall not to employ persons below the age of 18 years.
- EE. The exterior painting, interiors & civil work of shop should be completed within 45 days after the award of contract & handing over of premises and start the shop within 2 months of handover.
- FF. The selected chemist shall be responsible for making available adequately qualified staff in sufficient numbers in the shop as per the provisions of Drugs and Cosmetics Act, 1940 & rules made there under. All dispensing should be done only by qualified pharmacists with uniform
- GG. The proposed premises can be visited from Dt: 22/10/2020 to Dt: 29/10/2020 from 9AM to 5PM on working days by taking prior appointment from **AIIMS authorities by telephone and email. Contact person- Prof. (Dr) Sachidananda Mohanty, Designation: Medical Superintendent, AIIMS Bhubaneswar. Telephone No.-0674-2476800, Email – ms@aiimsBhubaneswar.edu.in**

2. ELIGIBILITY

- I. **A person / firm / organisation fulfilling the following qualifying criteria can only apply**
 - **An experience of at least Five years of running 24 x 7 the medical shop in a minimum 300 bedded Government/ Public Sector/ Reputed Private Hospital having at least one outlet in the state of Odisha.**
 - The Tenderer shall have minimum annual turnover of **Rs.10,00,00,000/- (Ten Crores)** per year from such activity for the last three financial years.
 - No Joint venture shall be allowed to submit the Tender.
- II. The Tenderer are required to sign and put the stamp of the company / Firm / Proprietary Concern / shop on every page of the Tender Form.
- III. The Tender must be submitted in the original Tender Form supplied by AIIMS Bhubaneswar or downloaded from the designated website and should be faultless in figures and words. In case of corrections, alterations, erasures, the same should be attested by the person signing the Tender only. The tender form filled in pencil shall be rejected.
- IV. **Conflict of Interest among Bidders/Agents**

A bidder shall not have conflict of interest with other bidders. A bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

 - a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
 - e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.
 - f) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

If after award of the Contract, it is found that the responsive Tenderer violates any of the Clauses IV above, the contract shall be liable for cancellation at any time during its currency and Earnest Money Deposit and Security Deposit paid by the responsive Tenderer shall be forfeited and in addition to that penal action including blacklisting against the contractors as well as related firm / establishment.

- V. **Tenderer shall quote firm offer. Conditional Offer shall not be considered and shall be treated as Non-Responsive.**
- VI. The Tenderer should deposit an amount of **Rs. 10,00,000/- (Ten Lakhs Only)** as Earnest Money Deposit, drawn in favour of AIIMS Bhubaneswar. The earnest money deposit shall carry no interest.
- VII. The chemist must be holding valid licenses as on the last date of receipt of Bid in specified forms for various categories of allopathic medicines issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 & Rules made there under.
- VIII. The chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the provisions of Drugs and Cosmetics Act, 1940 & Rules made thereunder. The bidder should not have been black listed by any Government agency.
- IX. Copy of the Goods and Services Tax (GST) Registration Certificate is to be furnished. Organization shall also submit a certificate on the organization letter head stating that up-to-date returns have been filed and there are no dues with the concerned department. Prospective bidder will also submit the copies of GST returns filed in the last 3 years (GSTR 1,2,3,9 as the case may be).

3. COST OF BIDDING

- a. The bidders shall bear all the costs associated with the preparation and submission of their bid. The Institute in no case will be responsible or be liable for these costs regardless of conduct or outcome of the bidding process.
- b. A pre-bid meeting open to all prospective bidders will be held on Dt: 30/10/2020 at 03.00PM (as per Bidding Schedule), in the **MS Board Room, AIIMS, Bhubaneswar** wherein the prospective bidders will have an opportunity to obtain clarifications regarding work and tender conditions.

4. BIDDING PROCEDURE, SIGNING AND SEALING OF BIDS

The bidder must submit his Bid under two-bid system (Technical Bid & Price Bid) in two parts as mentioned below:

The Tender shall be submitted in two separate sealed envelopes, addressed to the Director, AIIMS Bhubaneswar, Sijua, Bhubaneswar-751019 appropriately marked on the envelopes in the manner given below:

- a) ENVELOPE - (A) Technical Bid.
- b) ENVELOPE - (B) Price Bid.
- c) ENVELOPE - (C) Containing Envelopes (A) & (B).

PART-1

ENVELOPE (A) This envelope should be sealed and super scribed as **“TECHNICAL BID ENVELOPE (A)”**

NOTE: The Tenderer shall not disclose / quote the rates of items in Envelope (A). In case of any such indication of rate by the Tenderer, the Tender shall be rejected outright.

Earnest Money

The bidders are required to submit their EMD amount of Rs.10,00,000/- (Rs. Ten lakhs only) in the name of “AIIMS BHUBANESWAR” payable at Bhubaneswar valid for the period of 6 months from the scheduled date of Technical Bid opening by the **TDR /FDR/ Bank Guarantee** issued by a Scheduled Bank. EMD should be submitted along with the technical bid document, failing which the bid will be summarily rejected and no communication will be entertained in this regard.

Envelope (A) must contain the following Documents / Information.

- I. Original copy of instructions to the Bidders and Form of Undertaking (**Annexure I**), duly signed by the Bidder with rubber stamp.
- II. The copy of Articles of Agreement on 100 Rupees Non-Judicial Stamp (**Annexure IV**) duly filled in and signed with rubber stamp below the prescribed undertaking.
- III. **TDR/FDR/BG of the Earnest Money Deposit of Rs. 10,00,000/- (Ten Lakhs only).**
- IV. Original / Attested copy of the Solvency Certificate of the specified above from Scheduled Commercial Bank / Nationalized Bank for **Rs 1,00,00,000/- (One Hundred Lacs)** issued not more than six months prior to the due date should be produced.
- V. Firm Registration Certificate in case of the Proprietary' Concern/ Partnership/ Firm/ Company/ Co-operative Consumer Society / Trust/ Charitable Institution etc.
- VI. Certificate of registration under Shops and Establishment Act.
- VII. Valid License from the competent authority to sell Drugs / Medicines / Surgical Items etc. / Narcotic Drugs and Psychotropic Substances (NDPS) Act 1985 - License minimum five-year-old.
- VIII. No Conviction Certificate from the concerned State Drug Controller/Drug Inspector that there is no case pending against the firm or Tenderer under the Drugs Act & the Rules made thereunder. Non-Conviction Certificate not more than 6-month-old issued by the concerned state drug controller/Drug Inspector.
- IX. Copy of Valid GST Registration Certificate.
- X. Copy of PAN of the firm.
- XI. Registration certificates of P.F. Act, Workman's Compensation Act, E.S.I.S. Act.
- XII. Documentary evidence showing the experience of Five years of running the medical shop. (**Certificate of proof in this regard is required to be submitted**).
- XIII. Financial Statements (Audited Balance Sheet and P&L Accounts) for last three financial years showing the minimum annual turnover of **Rs.10,00,00,000/- (Ten Crore)** per year from such activity, duly certified by the Chartered Accountant.
- XIV. Income Tax Return copies of the firm for the last three years corresponding to financial years for which Financial Statements submitted.

- XV. Self-attested Copy of proof of identity and proof of residence of the person managing affairs of the firm and also authorised person. (Copy of Passport, Aadhar, Voter ID, Valid DL, PAN etc.) The person managing affairs of the firm include Individual owner or Proprietor, Karta of Hindu Undivided Family, Managing Partner of the Partnership Firm and Managing Director / Executive Directors in case of Private Limited / Public Limited Companies or the authorized representatives of the registered Co-operative Societies / Semi Govt. Undertakings, Trustee in case of Trust as the case may be.
- XVI. Goods and Services Tax returns filed (GSTR 1, 2, 3 ,9) in last three years.
- XVII. All Municipal Licenses required for establishing and running a Medical Shop issued by the Competent Authority / Authorities.
- XVIII. Name and address of the present banker.
- XIX. Copy of the Authorisation Certificate along with the resolution copy of Executive Body of the Organisation in favour of authorised person to sign or deal with this tender. Undertaking that the agency has not been black-listed by any Government Agency.

Note: The documents referred to Sr.4 (i) to (xix) above should be self-attested

PART-2

ENVELOPE (B) This envelope should be sealed and super scribed as “PRICE BID - ENVELOPE (B)”

The Price Bid - Envelope (B) should contain **Annexure -III** (Form of Offer) duly filled in and signed by the Tenderer with rubber stamp.

- I. Duly filled-in prescribed Form of Offer (Price Bid as per Annexure III) containing the discount offered on MRP will have to be submitted. The discount offered will have to be more than the minimum percentage of MRP, as specified in the Price **Bid (Annexure-III)**, to be sold at the pharmacy/chemist shop. Any percentage of discount offered which is less than the minimum percentage of discount as mentioned in the Price bid will be rejected.
- II. Contract will be awarded to the bidder who will quote highest discount offered calculated (on Branded drugs plus Generic drugs divided by two) on printed MRP on all types of drug across the board, subject to fulfilment of technical bid and all other terms and conditions of the tender document.
- III. Percentage of discount will become applicable on the MRP mentioned and will be inclusive of GST etc. No taxes of any kind would be levied on the discounted price. The medicine, surgical consumables implants etc. should be of standard make and with satisfactory standards, any item not liked or approved by AIIMS Hospital Committee will be rejected.
- IV. The Bid is liable to be rejected, if the required information / documents have not been furnished as asked for.

ENVELOPE (C) Both the Envelopes i.e. Technical Bid - Envelope (A) and Price Bid - Envelope (B) should be put together in a single Envelope (C) which should then be properly sealed and super scribed as " **TENDER FOR RUNNING A 24 X 7 PHARMACY/ CHEMIST SHOP AT AIIMS BHUBANESWAR - ENVELOPE (C)**".

The Tenderer should furnish the following information on sealed Envelope (C) as detail below:

An amount of Earnest Money Deposit

Rs. 10,00,000/- paid by /BG/FDR vide

BG/FDR No. _____ Date _____

From: M/s _____

To,

The Director

AIMS, BHUBANESWAR

BHUBANESWAR-751019

NOTE : Tender not submitted as per the above procedure shall be treated as Invalid.

5. PERIOD OF CONTRACT

The contract shall initially be for a period of two years from the date of the signing of contract. However, strictly on the basis of the satisfactory performance it may be extended for a further period of two years (on yearly basis) at the sole discretion of the Director, AIIMS Bhubaneswar on the same terms and conditions.

6. RIGHT TO ACCEPT / REJECT ANY BID

The Director, AIIMS Bhubaneswar reserves the right to annul the bidding Process and reject all bids at any time without assigning any reasons and 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 such decision.

7. PERFORMANCE SECURITY GUARANTEE

The successful bidder will have to furnish a Performance Bank Guarantee for an amount of **Rs. 50,00,000/- (Rs. Fifty lakhs only) either in the form of FDR/Bank Guarantee** valid for 54 months **(as per format at Annexure – III)** issued by the Scheduled Commercial Bank. No claim shall be made against AIIMS in respect of interest if any due on the Performance Security. The Performance Bank guarantee should remain valid up to six months beyond the validity of the contract.

8. INDULGENCE IN CORRUPT OR FRAUDULENT PRACTICES

- A. The Institute requires that the Bidder under this bid observes the highest standards of ethics during the procurement and execution of this contract
- B. In pursuance of this policy, the terms are set forthwith as follows:
 - i. **“Corrupt practice”** means offering, giving, receiving or soliciting anything of value to influence the action of the public official in the contract execution.
 - ii. **“Fraudulent practice”** means misrepresentation of facts in order to influence the execution of the contract to the detriment of the Institute, and it includes collusive practices among Bidders (prior to or after bid submission) designed to deprive the Institute of the benefits of free and open competition.
- C. The Institute will reject a proposal for award if it determines that the bidder recommended for award was engaged in corrupt or fraudulent practices in competing for this contract.
- D. The Institute will declare a firm ineligible, either indefinitely or for specified period of time, for award of the contract if at any time during tendering or, contract period it determines that the firm was engaged in corrupt and fraudulent practices in competing for or in executing the contract.

9. PERIOD OF VALIDITY OF BIDS

The Bids shall be valid for acceptance for 90 days after the date of bid opening and shall be further extendable by another 60 days at the request of AIIMS Bhubaneswar.

10. INVENTORY MANAGEMENT

- A. Inventory management will be through computerized system.
- B. Periodical inspection by the duly constituted Monitoring committee will be carried out to verify the stock position of medicines, cold chain maintenance, bar coding etc.

11. PENALTY

In case the chemist fails to supply the prescribed medicines and other items, a penalty will be imposed which has to be decided on the merit of the complaint by the Competent Authority.

12. FORFEITURE OF EMD / PERFORMANCE SECURITY.

- A. The Earnest Money may be forfeited if a Bidder withdraws its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails:
 - i. To sign the contract in accordance with the terms and conditions, and
 - ii. To furnish Performance Security as per the terms and conditions.

- B. Performance Security is liable to be forfeited if selected bidder:
- i. Fails to adhere to the terms and conditions of the contract
 - ii. Supplies any sub-standard, spurious medicines, substituted drug/molecule etc.
 - iii. Non – availability of common medicines / surgical consumables, etc.
 - iv. Over – charging i.e. not offering the predetermined discount.
 - v. Non-payment of rent / any other dues.

13. OPENING OF BIDS

Tender (Technical Bid) shall be opened **on Date: 19/11/2020 at 03.00 PM** at MS Board Room, 1st Floor, Hospital Building. In case of bid opening day is declared holiday, bid will be opened at the same time of the next working day.

14. LATE TENDER

The Tender/s submitted after the due date & time of the submission of the Tender will either not be received or if inadvertently received shall not be opened and will be returned to the Tenderer unopened.

15. MISCELLANEOUS

The successful Bidder's Earnest Money will be returned upon the Bidder executing the Contract and furnishing the Performance Security.

Unsuccessful Bidder's Earnest Money will be returned within 30 days after the successful completion of the tender process.

The annual turnover and the years of experience will decide the fate of the tender when there is a tie in discount percentage offered between two vendors.

Section – 3

Terms and Conditions of Contract

1. NON-SUBSTITUTION

The chemist will not change Molecule (generic) mentioned by the treating doctor. In case of request for specific brand of medicines, the brand shall not be substituted irrationally. However, the chemist shop will be provided with a list of all the standard manufacturers; duly recommended by the Monitoring Committee constituted by the Director, AIIMS Bhubaneswar.

2. 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.

3. INDIVIDUAL PACKETS

The chemist shall put all medicines / surgical items as per prescription per patient in one packet.

4. LIFE PERIOD OF MEDICINES SUPPLIED

Every medicine has its own shelf-life period mentioned on the label of medicine / surgical consumables. The shelf life of medicines / surgical consumables supplied should not have passed more than half of its shelf life at the time of supply.

5. PERFORMANCE SECURITY

The amount of Performance Security shall be liable to be forfeited if the medicines / surgical consumables, etc. supplied by the authorized Chemist against the request placed on them in pursuance of this contract are subsequently found as having not conforming to quality.

Performance Security is liable to be forfeited if selected chemist:

- i. Fails to adhere to the terms and conditions of the contract
- ii. Supplies any sub-standard, spurious medicines, substituted medicine etc.
- iii. Non – availability of common medicines / surgical consumables, etc.
- iv. Over – charging i.e. not offering the pre-determined discount.
- v. Non-payment of rent / any other dues.

The Chemist should not stop the sale of the Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices etc. without giving 30 days prior notice to AIIMS.

6. PENALTY FOR DEFAULT

The firm will ensure availability of all medicines & surgical consumables at all times. In case of non-availability of any item, the firm will procure the requisite item from nearby market and provide the same within an hour to the patient.

In case the chemist fails to supply the prescribed medicines and other items, a penalty will be imposed which has to be decided on the merit of the complaint by the Competent Authority.

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 / complain 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.

7. TERMINATION FOR DEFAULT

The AIIMS 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:

- i. If the bidder fails to provide any or all of the services within the period(s) specified in the Contract.
- ii. If the bidder fails to perform any other obligation(s) under the Contract.
- iii. If the bidder, in the judgment of the AIIMS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

8. SALE OF MEDICINES etc.

- i. Sufficient stock of standard quality of medicines / surgical item / medical implant / Orthotic and Prosthetic Devices at all times will have to be maintained by the chemist.
- ii. The chemist will indicate name of the medicine, quantity, batch number, date of expiry including Discount given in the Cash Memo at the time of supplying the medicines / surgical item to the purchaser.
- iii. All products must be from WHO-GMP certified manufacturers having good market standing and minimum 3 years of track record of supplying to other Government agencies.
- iv. The medicines / surgical item etc. to be supplied will be of standard quality. In case, it is found that any particular medicines/surgical item, etc. is expired or is near to the date of expiry, found not of standard quality, substandard or spurious, chemist will liable to be penalized which may include being debarred for a period of 3 years besides other legal action as may be necessitated.

- v. Medicines / surgical items for the patient shall be supplied in individual packets by the chemist.
- vi. WHO - GMP certificates should be provided if require by AIIMS-Bhubaneswar committee to maintain quality of products.
- vii. No product to be allowed to be sold if the manufacturer of that product has been penalised by court of law or any government agency for malpractice

9. RETURN OF UNCONSUMED STOCK OF MEDICINES /SURGICAL ITEMS

Chemist will accept the stock of unconsumed / unused stock of medicines / consumable / items etc. from patient, if returned to him in good & original pack within a week of purchase along with the original cash memo and refund the original amount.

10. INDEMNITY

The bidder shall indemnify the Institute 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 hospital in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job, safety measures prevalent in India and will free the hospital 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 hospital and will not hold the hospital responsible or obligated. AIIMS 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.

Format of Declaration cum Indemnity Bond is attached in Annexure-VI

11. DISPUTES & ARBITRATION

The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the hospital and the Bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration of the qualified person appointed by the Director, AIIMS as per applicable provisions of Arbitration and Conciliation Act 1996. The decision of the arbitrator will be final and binding on both the parties. However, if the matter is not settled through arbitration, the Court of Bhubaneswar shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

The contract shall be governed under Indian Contract Act 1872 and instructions thereon from the government of India.

12. NOTICES

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

CRITERIA FOR REJECTION OF TENDER
IMPORTANT POINTS TO BE BROUGHT TO THE NOTICE OF BIDDERS

The Tender may be rejected outright if the tenderer: -

1. Stipulates the validity period less than what is stated in the Form of Offer and Tender Notice.
2. Stipulates his own conditions.
3. Disclose the rates / quote the rates of item in Envelope (A) - Technical Bid.
4. Does not disclose the full names and addresses of all his partners in the case of a Partnership Firm.
5. Does not fill in and does not sign at the relevant place of the Tender Document as per the directions given in the Instructions to the Tenderer.
6. Does not pay the Earnest Money Deposit through DD/BG/FDR at the time of submitting the Tender and does not produce the receipt while submitting the Tender.
7. Does not drop the Tender before the stipulated time and the specified date in the Tender Box kept at the office of The Medical Superintendent, **AIIMS, Bhubaneswar**.
8. Does not fill in the Price bid in words and figures completely and does not quote his offer in relevant places provided therein which is to be more than the minimum discount in percentage over the MRP.
9. Does not submit the Tender in original form duly sealed in the office of The Medical Superintendent, **AIIMS, Bhubaneswar**.
10. If any of the documents prescribed to be attached in Envelope A is missing.
11. If he failed to comply any of the terms & conditions of the tender documents.

ANNEXURE – I**FORM OF UNDERTAKING TO BE SIGNED & SEALED BY THE BIDDER AND TO BE KEPT IN SEALED ENVELOPE (A)**

To,
The Director,
AIIMS, Bhubaneswar,
Odisha – 751019

Sub: To run 24x7 Pharmacy/Chemist Shop at AIIMS, Bhubaneswar, Odisha - 751019, on Contract/Lease Basis for two years.

Sir/Madam

1. I/We _____ (Full name in capital letters, starting with surname) the Proprietor / Managing Director / Holder of the Business for the establishment / Firm /Registered Co. shop named herein below, do hereby agree and undertake to open & run a Pharmacy/Chemist Shop at **AIIMS, Bhubaneswar, Odisha – 751019**, on Contract/Lease Basis for two years on Terms and Conditions of the accompanying form of Contract (Article of Agreement) at monthly rent as fixed by AIIMS, Bhubaneswar and discount offered by me in the **FORM OF OFFER (ANNEXURE - II)- (Price bid)**.
2. I / We hereby offer to open & run 24 x 7 pharmacy / chemist shop to sell medicines and surgical consumables / implants etc. to patients attending AIIMS as indicated in the Bid notice in the acceptance of Bid at the rate given in Price Bid attached and agree to hold this offer open till 17/02/2021 or any extension of date agreed by me/us later on. I / we shall be bound by a communication of acceptance dispatched within the prescribed time.
3. I / We agree to keep the Medical Shop open 24 hours during a day and all days including Sundays and Public Holidays even in the event of local bandh / strike or nationwide strike.
4. I / We agree to appoint the qualified pharmacist in Medical Shop for round the clock service.
5. I / We agree that in case I / We unable to run the Medical Shop, the same shall not be transferred to any other Party/ies, but the same shall be surrendered to the AIIMS Bhubaneswar and shall not demand any compensation of any sort / kind.
6. I / We agree to pay monthly Compensation and Royalty/Rent offered by me /us in advance before 10th day of each month, failing which AIIMS is entitled to recover the same with penal interest @ 1/2 % per week.
7. (a) I / We agree and undertake to supply **all the ethical Drugs / Medicines/ Consumable/ Surgical Implants etc to the patients against valid prescriptions**, at a discounted rate inclusive of GST etc. as offered by me in the form of offer (Annexure -II).

- (b) I/We agree and undertake to keep/stock such medicines and consumables as informed by the hospital authority or required by patients and will be responsible for providing the same to patients under treatment at AIIMS, whenever required as per up to date rate list made available to the hospital. I / We agree and undertake to send up to date rate list of all items to the hospital authority at least once a week during the period of contract.
8. I / We have paid requisite amount of Earnest Money Deposit, as mentioned in the Tender Notice.
 9. I / We have carefully inspected the premises offered for running the Medical Shop.
 10. I / We agree and undertake to comply with the requirement /regulations in force from time to time and shall obtain the necessary permission from F.D.A., The firm having ISO certificate shall be minimum three years old & Five-year experience of selling drugs under NDPS act in respect of running Medical Shop.
 11. I/We agree to undertake to abide by all rules and regulations in respects of Sales Tax Act and Income Tax Act and Professional Tax as prescribed from time to time be the concerned authorities and shall be solely responsible for breach thereof.
 12. I/We further agree to abide by the rules and regulations in respect of all Labour Laws such as P.F. Act, Workman's Compensation Act, E.S.I.S. Act and various other related laws of the Government authorities from time to time and submit the returns to the authorities concerned regularly and I / We shall be solely responsible thereof.
 13. I / We further agree and undertake that in the event it is revealed subsequently after the allotment of contract to me / us, that any information given by me / us in this TENDER is false or incorrect, I / We shall compensate the Director of AIIMS, Odisha for any such losses or inconvenience caused to the AIIMS in any manner and shall not resist any claim for such compensation on any ground and whatsoever. I / We agree and undertake that I / We shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me / us is withdrawn by the AIIMS.
 14. I / we agree and undertake not to withdraw the offer constituted by this TENDER before the communication to me / us notice of non-acceptance. And I / we agree and undertake, if contrary to the agreement contained in this clause, I / We withdraw the TENDER before the date of communication of non-acceptance, the Earnest Money Deposited by me / us as aforesaid shall be liable to forfeiture by the Director, AIIMS, Bhubaneswar, Odisha. I / We also agree to the forfeiture of the Earnest Money Deposit if in the event of your accepting my / our TENDER, I / We fail to execute the contract or fail to make payment of Security Deposit, for due observance of the Terms and Conditions of this Contract.

15. I / We do hereby agree and undertake to pay all cost, charges and expenses in connection with this contract including stamp duty, preparation and execution of the written contract.
16. I / We have gone through the "Instruction to the Tenderer", "Criteria for Rejection of Tender", "Form of Undertaking" to be signed and sealed by the Tenderer i.e. ANNEXURE – I & "Form Offer" i.e. ANNEXURE – II", I / We agree and abide by the same.
17. I / we have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
18. I / we are fully aware of the nature of medicines and surgical consumables/ implants etc. required; and my/our offer is to sell the medicines and surgical consumables/ implants etc. strictly in accordance with the requirements of patient.
19. I/ we agree to arrange supplies of standard quality drug and surgical consumables / implants.
20. I / we agree that the supply of aforesaid will comply with provisions of Drugs & Cosmetics Act, 1940 and rules made there under.
21. My / our organization has not been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and Rules 1940.
22. I/we hereby declare that our firm has not been convicted by State Drugs Controller, and state that no case is pending against our firm under the "Drugs and Cosmetics Act and Rules" as well as under the "Drugs Price Control Order" issued from time to time.
23. No police case and/or case by CBI/FEMA/Income Tax/ Sales Tax authorities are pending against the Proprietor / Partner /Director of the firm/ company (Agency) and also against the firm/ company.
24. The Proprietor / Partner /Director of the firm/ company (Agency) and also the firm/ company has never been blacklisted by any Government authority/ organisation.
25. The information provided by us above regarding the details of firm is correct & any information found to be incorrect will lead to the cancellation of our bid

SIGNATURE OF WITNESS

NAME:

ADDRESS:

SIGNATURE OF BIDDER

NAME:

ADDRESS:

ANNEXURE – II**FORM OF OFFER (PRICE BID)**

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

To:

**The Director
All India Institute of Medical Sciences,
Sijua, Bhubaneswar, Odisha-751019.**

Dear Sir/Madam,

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

1. Discount on the Printed Maximum Retail Price (MRP) offered on the items as given below:

Sr. No.	Type of Drugs	Minimum Discount in percentage	Percentage of Discount Offered (In figures)	Discount offered (In Words)
1.	Branded Drugs	20		
2.	Branded Generics	50		
3.	Surgical Consumables	40		
4.	Implants	40		
5.	Medical Devices	40		
6.	Other Consumables used for Hospital/ Patients	40		

Note: Bid of firms quoting discount less than the quoted above on MRP shall be summarily rejected and no correspondence shall be entertained in this regard.

2. Selection will be based on the highest discount offered by a bidder (calculated as average of percentage of discount offered on Branded drugs plus Generic drugs divided by two). Illustration- If a bidder has quoted 30% on branded drugs and 60%, on Generic drugs respectively, then discount percentage will be worked out as 30 plus 60 divided by 2 i.e., 45% and like. The highest percentage arrived in this manner will be awarded the contract but discount offer to the patients will be discounts offered at sl. 1 & 2 respectively and for other products at sl. No.3 to 6.
3. I also undertake to keep the above quoted rate of discount on the Printed Retail Price on all items available for sale valid, till duration of this contract.
4. No taxes of any kind are chargeable extra on discounted price. Means discounted price will be inclusive of all taxes and duties as may be applicable.

5. It is further certified that the aforesaid offer is unconditional and it does not expect the Institute to guarantee any volume of sales from the medicine shop to enable it meet the aforesaid offer.

Signature _____ Name _____

Stamp

Date:

Place:

Annexure -III**Form of Performance Guarantee / Bank Guarantee bond**

In consideration of the Director of All India Institute of Medical Sciences Bhubaneswar (hereinafter called "AIIMS Bhubaneswar") having offered to accept the terms and conditions of the proposed agreement between AIIMS Bhubaneswar and (hereinafter called "the said Vendor(s)") for Opening & Running of 24x7 Pharmacy/ Chemist Shop at AIIMS Bhubaneswar (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.50,00,000/- (Rupees Fifty Lakh only) as a bid security/performance guarantee from the vendor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement with reference to tender No.....

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the AIIMS Bhubaneswar an amount not exceeding Rs.50,00,000/- (Rupees Fifty Lakh Only) on demand by the AIIMS Bhubaneswar.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the AIIMS Bhubaneswar stating that the amount claimed as required to meet the recoveries due or likely to be due from the said vendor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.50,00,000/- (Rupees Fifty Lakh Only).
3. We, the said bank further undertake to pay the AIIMS Bhubaneswar any money so demanded notwithstanding any dispute or disputes raised by the vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the vendor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the AIIMS Bhubaneswar under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Director AIIMS Bhubaneswar on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Vendor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the AIIMS Bhubaneswar that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Vendor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said vendor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from

our liability by reason of any such variation, or extension being granted to the said Vendor(s) or for any forbearance, act of omission on the part of the AIIMS Bhubaneswar or any indulgence by the AIIMS Bhubaneswar to the said Vendor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s).
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the prior consent of the AIIMS Bhubaneswar in writing.
8. This guarantee shall be valid up tounless extended on demand by the AIIMS Bhubaneswar. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.50,00,000/- (Rupees Fifty Lakh Only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

(Name, designation and code No. of the Bank Officer(s) signing the guarantee)

(Address & other details of the Controlling Officer of the branch of the bank issuing the BG)

ANNEXURE - IV**DRAFT ARTICLE OF AGREEMENT**

(TO BE EXECUTED BY THE SUCCESSFUL BIDDER only)

THIS AGREEMENT is made this ____ day of _____ Two Thousand Twenty Between **The Director of AIIMS Bhubaneswar ,Odisha** represented by authorised officer _____ hereinafter referred to as "The client" (in which expression shall unless excluded by or repugnant to the context including his successor or successors for the time being holding the said office of the AIIMS) of the First Part

And M/s. _____ having its registered office at _____ hereinafter referred to as 'the Contractor' (in which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successor or successors and assigns) of the Second Part.

WHEREAS the AIIMS BHUBANESWAR IS ABSOLUTELY seized and possessed or otherwise well and sufficiently entitled to open a Medical Shop at AIIMS, Bhubaneswar campus, Odisha - 751 019 area a measuring approximately **800 sq. ft.** Hereinafter called the said premises.

AND WHEREAS the Director AIIMS in pursuance of power vested in him/her has invited Tender for Running Medical Shop at AIIMS, Bhubaneswar, Odisha - 751 019. And Whereas Contractor's Tender was accepted by the Director AIIMS on the Terms and Conditions herein specified. The Director AIIMS agrees to hand over the said premises at AIIMS Campus, admeasuring approx. 800 Sq. ft. To M/s _____ to run the same on Contract basis for a period of two years from _____ to _____ for the benefit of the patients of AIIMS vide LOA/ NOA No. _____ Dated _____.

AND WHEREAS the parties hereto are desirous of recording the Terms and Conditions on which the permission as aforesaid has been granted by the Director AIIMS to the Contractor.

NOW THIS AGREEMENT WITNESSED AND it is hereby agreed by and between the parties hereto as follows:-

1. Director AIIMS Bhubaneswar hereby grants permission to open and run the Medical Shop vide sanction No. _____ dated _____ having area admeasuring approx. 800 sq. ft. for two year from _____ to _____ on Contract basis in AIIMS, premises. This contract may be renewed for further two terms of one year at the discretion of The Director of AIIMS, Bhubaneswar, Odisha, subject to satisfactory performance and an enhanced payment of compensation.

2. The Contractor hereby agreed to pay an amount of Rs. _____ (Rupees. _____ only) p.m. as rent as per the CPWD rate w.e.f. the date of award of the contract/ taking possession of the demised premises & 10% Escalation every year thereafter which will be deposited at Cash Section, Accounts Dept., AIIMS, Bhubaneswar, Odisha - 751 019 before the 10th of every month, along with compensation failing which the AIIMS is entitled to recover the same with penal interest at the @ 0.50 % per week.
3. The contractor hereby agreed to pay Security Deposit equal to three months total rent by Demand Draft to be drawn in favour of AIIMS, Bhubaneswar, payable at Bhubaneswar.
4. The Contractor shall give at least _____% () discount on MRP to the patients on all the drugs and medicines, surgical implants across the board.
5. Minimum expiry period of the products should not be less than one and half years from the date on which the shop receives the product provided if the shelf life of the drugs one and half years only, the above conditions shall be reduced to 1 year.
6. Quality control- to ensure the quality of the drugs. Drug inspectors will draw samples of the drugs randomly for the purpose of test or Analysis, if after the test and analysis the drawn sample is declared to be not to standard quality then suitable and proper action will be taken as per the provision of Drugs and Cosmetics Act 1940 and rules 1945 and the entire batch will be taken back by the supplier at supplier's cost and the Govt. shall not be responsible for any damage during this period.
7. The contractor shall appoint qualified Pharmacist in the pharmacy for round the clock service. All the employee of the contractor shall be well dressed and wear their I.D. card all the time when on duty. A list of all the employee with their full detail is required to be submitted to the Administrative Dept., AIIMS Bhubaneswar.
8. The Contractor shall furnish a copy of price list of products kept for sale to the Hospital Authority and shall also make available copy of the same at all the time and at the time of inspection/verification. If it is found that the product exhibited for sale is sold by the Contractor at higher rate than shown in the price list furnished by Contractor the same shall be considered as breach of the terms and conditions of this agreement. A soft copy of the entire price list in a Microsoft Excel format should be supplied to the hospital on weekly basis.
9. The Contractor shall keep / stock such medicines and consumables as informed by the hospital authority or required by patients and will be responsible for providing the same to patients under treatment at AIIMS / whenever required as per up to date rate list made

available to the hospital. It shall be the responsibility of the Contractor to send up to date rate list of all items to the hospital authority at least once a week during this period of contract.

10. The Contractor shall at its own cost appoint their own adequate staff to run the said shop as stated above to the satisfaction of The Director AIIMS. Such staff appointed by the Contractor shall not be treated as AIIMS Employees and shall not have any claim, charge or lien on AIIMS properties for any dues. Further the contractor shall not engage or employ any person suffering from any disease, contagious, infectious, or otherwise dangerous to human life and health.
11. The Contractor agrees to pay all taxes & charges including Assessment Tax, electricity, water and other charges payable to the Municipal Corporation and other authorities regularly and it is further agreed that these charges are subject to revision as per the rules and provisions of law.
12. It is hereby agreed that if the performance of the Contractor is not found satisfactory then the AIIMS is entitle to terminate this Contract by giving one month notice and on receipt of the same Contractor shall handover vacant and peaceful possession of this premises to the AIIMS on expiry of one month failing which AIIMS will be entitled to take over the possession and to remove the articles, medicines and equipment etc., from the said shop at the risk and cost of Contractor.
13. The Contractor shall at their own cost maintain and keep the said shop in good hygienic condition and will keep it neat and clean and shall make its own arrangement for removal of refuse and garbage as directed by authorities.
14. The Contractor shall not construct and or encroach upon the open space or any adjoining open space behind that allotted to the Contractor with any party or any land of the said shop owned by party of the First Party and any such encroachment will be deemed to be breach of the due performance or observance of these terms and conditions.
15. The Contractor shall use the said shop only for running this Medical Shop, which is permitted activity, and not for any other purpose whatsoever. In case contractor is unable to run the Medical Shop, the same shall not be transferred to any other Institution / Shop but have to be surrendered back to the AIIMS and the contractor shall not be entitled for any compensation of any sort / kind whatsoever.
16. It is hereby agreed by and between parties that at all times the possession of the said premises shall be with the AIIMS who shall continue to enjoy the right to use and occupy the said premises.

17. It is hereby agreed that on expiry of period of permission or on earlier on its revocation, thereof, the Contractor shall at their own cost remove all articles and things belonging to them from the said premises at their own cost and handover vacant & peaceful possession. In default, the AIIMS shall be entitled to enter the premises and occupy the same and/or to put their own lock. The Contractor shall not be entitled to any compensation whatsoever on account of termination of this agreement.
18. The Contractor shall furnish the names of the office bearer and the person employed by them to conduct this activity to the AIIMS and any changes therein from time to time and will provide Identity Card to all such persons.
19. The Contractor shall always remain faithful to the AIIMS and shall comply with the terms and conditions stated herein above in the interest of both the parties.
20. The Contractor shall keep the AIIMS its officers and servants harmless and indemnified from and against all losses, suits, damages, costs, charges, claims and demands of whatsoever nature preferred or made by any person or persons whomsoever by reason of the AIIMS allowing the contractor to permit to conduct of the said shop.
21. The Contractor shall be responsible for any damage, loss or injury whatsoever that may be caused at any time to any property of corporation or to any person or persons including the third party while conducting the said shop and all such damage, injury or loss, to the life or property shall be made good and or as the case may be shall be paid immediately by the Contractor to the satisfaction in all respects of the AIIMS.
22. The Contractor hereby agrees to maintain its accounts properly and shall get them audited and certified by an auditor and a copy of the audited account shall be submitted to the party of the first part.
23. The Contractor shall furnish in annual report or such periodical report of the activities carried out on the premises or services rendered thereat.
24. The Contractor shall pay electricity charges for use of electricity for the said premises as per actual meter readings at prescribed rates and properly maintain the electrical fittings and fixtures such as fans tube etc.
25. The Contractor shall pay water charges etc. which will be approximately Rs.1,000/ to Rs.1,500/- per month or as per rules in force.
26. The Contractor shall not assign, transfer or sublet the rights and liberties hereby granted or enter into any partnership with anyone or shall not create any charge, debt, lien or mortgage of whatsoever nature on the Medical Shop.

27. The Contractor shall not do anything or supposed to be done anything in the premises, which may cause nuisance or annoyance or inconvenience to the hospital staff or patients.
28. The Contractor shall keep open the said shop twenty-four hours during a day and all days including Sundays and public holidays even in the event of local bundh / strike or nationwide strike. In the event of calamity and exigency the Director may direct the Institution to run the services and such directions shall be binding on the contractor.
29. The Contractor shall abide by all rules and regulations of applicable P.F. Act and Workman's compensation Act. E.S.I. Act payment of wages Act. Factories Act prescribed by the Government Authority and submit returns etc., if any regularly.
30. Modification of the terms and conditions of this Agreement, including any modification of the scope of the services, may only be made by written agreement between the Director, AIIMS Bhubaneswar and Contractor.
31. In the event of the Contractor committing breach of any of the terms and conditions of this agreement or falls in arrears of the payment of the compensation and / or Royalty for a period of aggregate three months, the Director AIIMS may revoke this permission and remove the belonging furniture etc. of the Contractor at his risk & cost.
32. The Contractor shall maintain good hygienic standards in the said premises.
33. The Contractor shall comply with the requirements/regulations in force from time to time and shall obtain the necessary permission from F.D.A. Health Department, license Department. Chief Inspector, shop & Establishment, water Depts. of Municipal Corporation and any other competent authorities. Further the contractor shall run the Medical Shop as per the Rules and Regulations prescribed by the State or Central Government and Medical Council of India etc. from time to time.
34. The Contractor shall abide by all the rules and regulations in respect of GST Act 2017 as prescribed from time to time by the concerned authorities and shall be solely responsible for any breach thereof.
35. It is hereby agreed that in case failure of Contractor to observe any rules, regulations etc. resulted into any action including prosecution by any competent authority, the contractor shall be sole liable and responsible for the same.

36. The Contractor shall make their own arrangement of refrigeration/cold storage for vital drugs/medicine, which will meet the approval of Food and Drug Administration.
37. The Contractor shall be responsible for any misconduct on the part of his servants or any nuisance caused directly or indirectly by them.
38. Nothing herein contained shall purport operate to declare, assign limit or extinguish whether present or in future any right, title interest whether vested shall in all respects be construed as merely a license to conduct Medical Shop, subject to Terms and Conditions to be abided by Contractor.
39. AIIMS shall in no way be responsible or liable for any damage, loss, or injury caused to the property or person of the Contractor or to their employees from any causes whatsoever at any time.
40. The AIIMS shall not be party to the recovery of payment of any bills or dues from any of the Contractor's customers.
41. The Contractor shall forthwith, at their own cost and expenses comply with any requisitions, orders and/or notices that may be made or issued by the Director AIIMS, Executive Health Officer, Food and Drugs Administration or any other competent Municipal Officer or public body pertaining to any matters in connection with the business of running of Medical Shop.
42. The Contractor shall not exhibit any signboard, nameplate or advertisement within or outside the said Medical Shop premises without the consent of the Municipal Commissioner.
43. The contractor shall not cook or use gas stove, Kerosene stoves in the premises of the shop.
44. The contractor shall deal with the general public politely and shall not conduct itself in such a way as to cause annoyance to anyone. That in case any dispute between the contractor and the patient/visitor/staff, the matter shall be referred to AIIMS authority whose decision shall be final and binding upon the contractor.
45. It is hereby agreeing that after expiry of the Contract period, the Contractor may be permitted to run the Medical Shop on same terms and conditions till appointment of new contractor by Director of AIIMS, Odisha, However, such permission shall not create any interest or right in favour of Contractor nor will amount to renewal of the Contract.

46. The Contractor shall take precaution against the fire risk.
47. And where it is further hereby agreed between the parties herein that Terms and Conditions of the Instruction to the TENDERER including form of Undertaking and Form of Offer shall form part and parcel of these contract agreement.
48. All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion, failing which the matter will be referred to an Arbitrator who will be appointed by the Director, AIIMS Bhubaneswar for arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.
49. The contract shall be governed under Indian Contract Act 1872 and instructions thereon from the government of India. The Court of Bhubaneswar shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
50. All cost, charges and expenses to this agreement shall be borne by the Contractor.

IN WITNESS WHEREOF THE DIRECTOR AIIMS BHUBANESWAR represented by its authorised officer, and the Contractor have here unto set and subscribed their respective hands and seal the day and year first hereinabove written.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year mentioned above at Bhubaneswar in the presence of the witness:

(Signed Sealed and Delivered by the within named Client)

(On behalf of The Director of AIIMS, Bhubaneswar)

in the presence of....

1.

2.

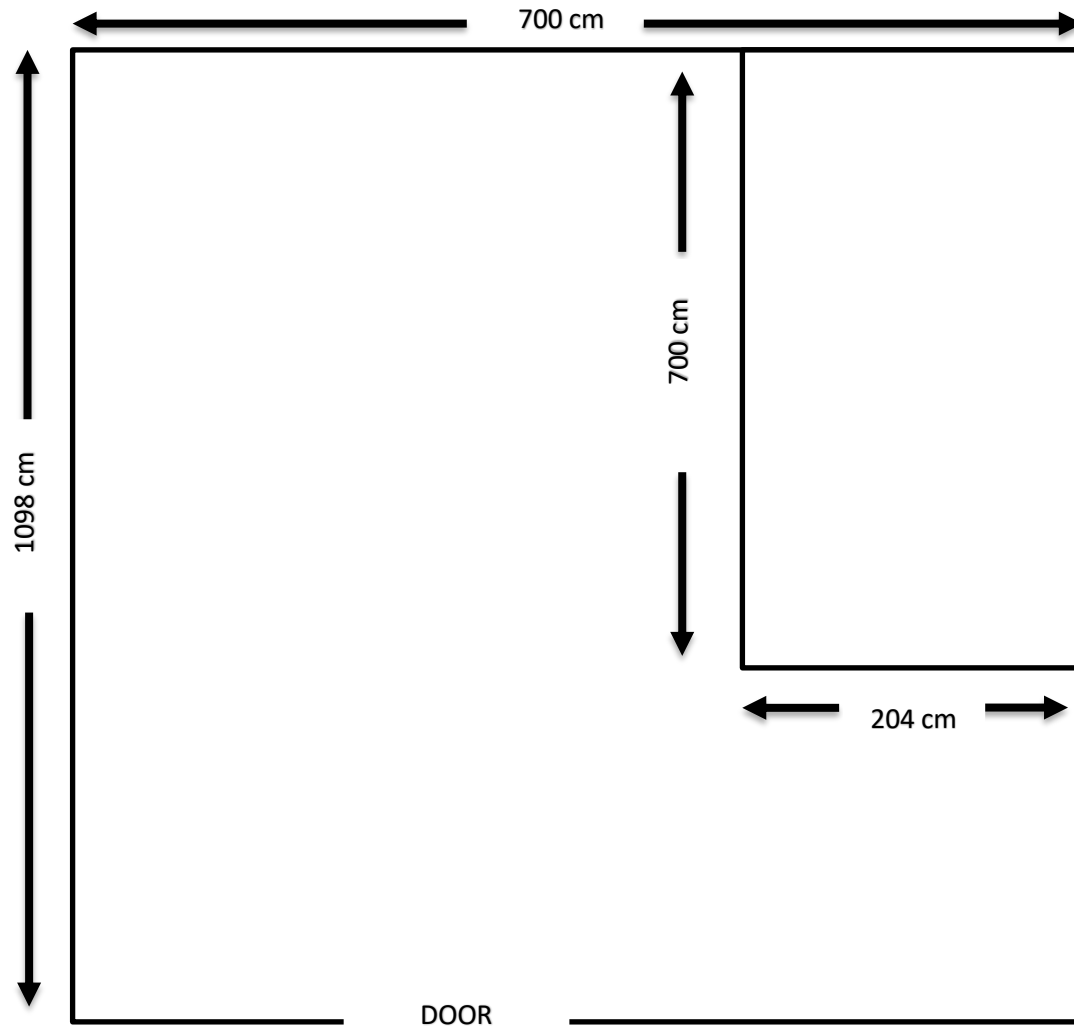
(Signed Sealed and Delivered By the within named Contractor)

M/S. _____

in the presence of

1.

2.

ANNEXURE - V**Layout of the proposed Land/ Built-up Area of Chemist Shop**

Area= 1098 X 700= 768,600 cm²
= 77 sq. mt.
= 830 sq. ft.
= Approx. 800 sq. ft.

Medical Superintendent
AIIMS Bhubaneswar

Mr Abinash Dash
JE (Civil)
AIIMS Bhubaneswar

ANNEXURE-VI**DECLARATION CUM INDEMNITY BOND****(Stamp Duty as applicable)**

THIS DECLARATION CUM INDEMNITY BOND made at _____ by M/s _____ having its Regd. Office at _____ (hereinafter referred to as "Contractor" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective assigns, successors, executors and/or administrators) of the ONE PART in favour of

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHUBANESWAR (hereinafter referred to as the "Client", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its assigns, successors,) of the OTHER PART.

WHEREAS the Client has entered into a contract with the Contractor for **"Opening and Running a 24*7 pharmacy/chemist shop"**.

vide Work Order No. _____ (hereinafter called the "Contract");

AND WHEREAS it is one of the essential conditions of the Contract that the Contractor shall comply with all the provisions of the Drug and cosmetic Act, 1940, Pharmacy Act, 1948, Labour & Industrial Laws, as may be applicable from time to time for the discharge and completion of the Works and/or Services covered under said Contract by the Contractor including but not limited to the observance and compliance of The Contract Labour (R & A) Act 1970, Child Labour (Prohibition and Regulation) Act 1986, The Employees Provident Funds & Miscellaneous Provisions Act, 1952, Employees State Insurance Act 1948, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Wages Act, 1936, Employees Compensation Act, 1923, and other Labour Laws, Income Tax Act 1961, GST Act 2017 and other Tax Laws as applicable to the contractor (hereinafter referred to as the 'Laws'). AND WHEREAS the Contractor has agreed to execute this Declaration cum Indemnity Bond to this effect and has agreed to indemnify and keep the Client, its Directors and employees and representatives indemnified and hold harmless against all third-party claims, charges, penalties, fines, expenses, losses, damages, costs, suits or any other levy against the Client and/or the management due to the failure of the Contractor to observe or follow any Laws.

NOW THIS DEED WITNESSETH AS UNDER:

1. In consideration of the Client awarding the Contract to the Contractor subject to the condition of execution of this Declaration cum Indemnity bond, the Contractor declares and represents to the Client that the Contractor has obtained all statutory registrations, certificates, licenses and approvals required under the Laws enabling the Contractor to execute the Contract in a legal and lawful manner.

2. That in the event of any liability arising out of failure to observe or non-compliance of any such 'Laws' by the Contractor in connection with the performance of the Contract, the Contractor shall bear all the resultant whatsoever liability(ies), if any arising out thereof and that the Company, its directors, employees, representatives, shall not be liable for any such liability(ies). The Contractor agrees to indemnify and keep the Client and its directors, employees, representatives indemnified, defend and hold harmless, against all losses, costs, damages, claims, penalties, interest, expenses, demands, fines, legal liability, causes of action, injury to persons, suits etc which may be suffered, incurred, undergone and / or sustained by the Company including the costs and expenses that may be incurred in defending any such liability(ies) claim(s), proceeding(s) etc. that may be made or taken or arise on the same by any person, body, authority, government, judicial / quasi-judicial authority due to the failure or noncompliance of any such laws and rules there under (including any amendments in acts, laws, statutes & rules there under) of whatsoever kind and nature arising out of or in any way connected with, whether or not such acts or omissions are actual or alleged, active or passive with regard to the discharge of the said Contract.
3. The Contractor hereby agrees and undertakes to make good any loss , damage, claims, suits, demands, decrees, expenses that the Client may suffer to the fullest satisfaction of the Client and if the Contractor fails to make good the same then the Client shall have the right to recover the same and or any other loss sustained, without any restriction or limitation ,together with any other incidental expenses, costs, and all incidental logistic expenses etc that may be suffered by the Client from the Contractor and the Contractor hereby further confirms and declares that this Declaration cum Indemnity Bond is irrevocable and shall be final and binding on it / him heirs, executors, administrators, legal representatives, successors and assigns, wherever the context applies. Any claims, demands, shall be adjusted against any amount due and payable to the Contractor and the Client shall have the right to withhold any amounts due and payable to the Contractor, till the settlement of such claims, disputes to the satisfaction of the Company or alternatively make demand sufficient security from the Contractor towards discharge of such claims, obligations etc.
4. This Declaration cum indemnity bond shall be in accordance with the laws of India and any dispute between the parties with regard to this Declaration cum Indemnity Bond shall be resolved through the dispute resolution process mentioned in the General Conditions of the Contract (GCC).
5. IN WITNESS WHEREOF, the said Contractor has hereunto set his/their hand the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED

By the within named "CONTRACTOR"

(Authorised Signatory)

Rubber Stamp of Firm/Company

Name:

Designation:

Date :

In presence of Witness

Name & Address of Witness

Signature

1. _____

2. _____