

INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES, PATNA-14.

Tender document for opening and running Pharmacist/ Chemist Shop” in and outside the premises of IGIMS, Sheikhpura , Patna – 14 Location of Shop No-2 at Western end side of Main Gate (450 Sq ft) ,Shop No-3 outside Eastern Main Gate facing Bailey road(198 Sq ft) and Shop No-4 Outside Eastern Main Gate facing Bailey road(198 Sq ft).for supply of Medicine / Surgical consumables / Implants/ Orthotic and Prosthetic Devices.....etc. to patients only against valid prescriptions of IGIMS doctors at approved discounted rates .

Bidding documents and Procurement Schedule

The details of documents and Schedule are as follows:

1. Price of Bid documents : Rs. 3,000/- (Three Thousand) only in the form of draft drawn in favour of Director IGIMS Patna .
2. Issue of Bid documents : To be downloaded from IGIMS website
3. Web site address: www.igims.org.
4. Date of floating the tender : 30/05/2015
5. Amount of earnest money deposit :1,00,000/-(Rs.one Lakh only) by DD drawn in favour of Director IGIMS, PATNA
6. Method of submission : by Reg. Post/ Courier/Speed post only
7. Last date & time for submission of Bid: 29/06/2015 at 3:00 pm.
8. Date & Venue for Opening Techno-commercial bid: 02/07/2015 at 3:30 pm. at IGIMS

The bidders will download the tender documents directly from the IGIMS website www.igims.org , and shall submit the tender cost Rs. 3000/- (non refundable)by demand draft drawn in favour of Director IGIMS , Patna and the same should essentially be enclosed with the techno-commercial bid . In no case, the tender cost should be mixed with EMD amount. Tender should be submitted in two sealed envelopes. Part –I containing technical bid in one sealed cover and Part-II containing financial bid in other sealed cover. Both the sealed cover shall be placed in another sealed cover superscribed Techno-commercial and financial bids. All the pre – qualification documents including EMD as required in the tender documents should invariably be accompanied with the techno-commercial bid. Tenders submitted without complying with the directions as above will be summarily rejected.

Check List

Certificate/ Documents- required to be submitted in the Techno- Commercial Bid

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

Sl. no.	Documents to be submitted	Documents Enclosed YES/NO	If yes mention the page No/ Annexure No Where enclosed/ attached	Remarks
1	EMD in the form of demand Draft			
2	Duly attested copies of valid licences held by the bidder as on the date of Bid opening in specified form 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			
3	Declaration of bidder as per Annexure –A duly signed.			
4	Copy of the valid Registration Certificate of the organisation viz Regd.dealer/firm/company			
5	(a) TIN & sales Tax/ VAT Registration certificate .			
6	Pan allotted by Income Tax authority I undertaking that the bidder has not been convicted by State Drugs Controller, stating that no case is pending under the “Drugs and cosmetics Act and Rules”			

	as well as under the drugs price control order issued from time to time .			
7	Copies of the Audited Balance Sheets and P&F A/C for the preceding three financial years to establish the turnover of the bidder			
8	Copies of Drug License for preceding three years .			

SIGNATURE OF TENDERER

INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES, PATNA-14.

Director IGIMS invites Tender for opening and running a “Pharmacist / Chemist Shop” in and outside the premises of Indira Gandhi Institute of Medical Sciences Sheikhpura Patna – 14 for supply of Medicines/ Surgical Consumables / Implants/ Orthotic and prosthetic Devicesetc. . to patients only against valid prescriptions of IGIMS doctors at approved discounted rates .

The tender notice can be downloaded from the website of the IGIMS [www. igims.org](http://www.igims.org) .The cost of tender documents is to be submitted in the form of draft drawn in favour of “ Director IGIMS” along with bid.

Minimum requirements for eligibility:-

1. The bidder must hold valid licenses as on the date of Bid opening in specified form for various categories of allopathic medicines issued by the Drug Control authority of the State under the provisions of Drugs and Cosmetics Act, 1940.
2. The bidder should not have been convicted by the State Drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.
3. The bidder should have at least five years experience in selling / dispensing medicines/ surgical consumable etc.
4. VAT Registration should be available with the bidder.
5. TIN allotted to the bidder.
6. PAN allotted by Income Tax authority

The Director IGIMS, Patna reserves the right to reject all/ any tender received from the bidder without assigning any reason thereof .

Director
IGIMS, Patna

Instruction to Bidders

1. SCOPE OF WORK

- 1.1 To set up pharmacist/chemist shop within & outside the premises of Indira Gandhi Institute of Medical Sciences for supply of Medicine/Surgical consumables/Implants Orthotic and prosthetic Devices etc on approved 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. The space for shop will be provided by Indira Gandhi Institute of Medical Sciences on monthly rent.
- 1.2 To maintain sufficient stocks of medicines, consumable, surgical items, Implants, Instruments, etc for sale at the pharmacist/ Chemist shop at discounted rates.
- 1.3 Chemist will ensure use of bar-coding on each item and optical scanner at point of sales.
- 1.4 Expenditure on establishment of shop, broadband Internet connectivity, telephone, electricity, water etc. shall be borne by the bidder.
- 1.5 The selected chemist shall arrange & will be responsible for obtaining all clearances fulfilling formalities including obtaining drugs license from state Drug controller for opening the chemist shop in the allotted space.
- 1.6 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.

2. ELIGIBILITY

- 2.1 The bidder must be holding valid licenses as on the date of Bid opening 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.
- 2.2 The bidder 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 & rule made there under .
- 2.3 The prospective bidders should have at least five years experience in selling/dispensing the drugs & consumable.(Copies of licenses held for last three years have to be submitted along with the technical bid)
- 2.4 Copies of the Sales Tax (VAT) Registration Certificate/PAN are to be furnished. Organisation shall also submit a certificate on the organisation letter head stating that up-to-date returns have been filed and no dues is outstanding for payment to the concerned department. Prospective bidder will also submit the copies of latest returns filed to the concerned department.

3 COST OF BIDDING

- 3.1 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.

4. BIDDING PROCEDURE, SIGNING AND SEALING OF BIDS

- 4.1 The bidder must submit his Bid in two parts as mentioned below:

Part1:Techno commercial bid and Part –II – Financial bid.

4.02 Earnest Money

The bidders are required to submit EMD amount of Rs.1,00,000/- (Rs. one Lakh only) by DD drawn in the name of “Director Indira Gandhi Institute of Medical Sciences” payable at Patna. The demand draft must be issued by a Scheduled

Indian Bank. Original EMD should be submitted along with the technical bid, failing which the bid will be summarily rejected and no communication will be entertained in this regard.

4.03 Documents establishing Bidders eligibility (Technical Bid)

The following documents should be submitted along with the tender/ bid as mentioned below.

- a) EMD Rs. 1,00,000/- (Rs. one lakh only) in the form of demand Draft in favour of Director IGIMS Payable at Patna.
- b) Duly attested copied of valid licenses held by the bidder as on the date of Bid opening in specified forms for various categories of allopathic medicine issued by the Drug control authority of the State under the provisions of Drugs and Cosmetics Act,1940 and rules made there under Copies of Drug licence for preceding three years are required.
- c) Declaration of bidder as per Annexure-A duly signed.
- d) Copy of the valid registration of the organisation Regd. dealer/firm/company etc.
- e) TIN & sales Tax /VAT Registration certificate.
- f) Undertaking that the bidder has not been convicted by state Drugs controller, and stating that no case is pending against the firm under the” Drugs and cosmetics Act and rules” as well as under the” Drugs price control Order” issued from time to time.
- g) Copies of the Audited Balance sheets for the preceding three financial years to establish the turnover of the bidder.

4.04 PERIOD OF CONTRACTS

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 one year at the sole discretion of the Director Indira Gandhi Institute of Medical Sciences, Patna on the same terms and conditions.

4.05 RIGHT TO ACCEPT/REJECT ANY BID

The Director, IGIMS, reserves the right to annul the bidding process and reject all bids at any time without assigning any reason 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.

4.06 PERFORMANCE SECURITY/GUARANTEE

The successful bidder will have to furnish a performance Bank Guarantee for an amount of Rs. 5,00,000/- (Rs. five lakhs) only either in the form of Bank Guarantee valid for 30 months issued by the scheduled Bank or through Demand Draft payable to “Director IGIMS Patna”, No claim shall be made against IGIMS in respect of interest if any on the performance security.

The performance Bank guarantee should remain valid up to six months beyond the validity of the contract.

4.07 INDULGENCE IN CORRUPT OR FRAUDULENT PRACTICES

- (I) The Institute requires that the Bidder observes the highest standards of ethics during the procurement and execution of this contract.
- (II) In pursuance of this policy, the terms are set forth as follows:
 - a) “corrupt practice ” means offering, giving , receiving or soliciting anything of value to influence the action of the public official in the contract execution;

- b) "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 and after bid submission) designed to deprive the Institute of the benefits of free and open competition.
- (III) 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.
- (IV) The Institute will declare a firm ineligible, either indefinitely or for specified period of time, for award to determine that the firm was engaged in corrupt and fraudulent practices in competing for or in executing the contract.

Part 2: "Financial Bid"

- 5. Duly filled-in prescribed Bid form (as per Annexure B)
- 5.01 The Bid is liable to be rejected, if the required information/documents have not been furnished as asked for, Individual signing the Bid and other documents must specify whether he signs as:
 - i. Firm/partner/Director of the Company. If it is Proprietary/ joint ownership/firm/company/partnership then in that case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.

A person signing the Bid form or any document forming part of the bid on behalf of another shall be deemed under warranty that he has authority to bind with his acts on such other person. If on enquiry, it appears that the person so signing has no authority to do so, the IGIMS without prejudice to other civil and criminal remedies, can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.

- 5.02 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 30 days at the request of IGIMS.
- 5.03 INVENTORY MANAGEMENT
 - 1. Inventory management will be through computerized system
 - 2. 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.
- 5.04 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.
- 5.05 FORFEITURE OF EMD.
 - (I) The Earnest Money may be forfeited if a Bidder withdraws its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails:
 - i. To sign the contract in accordance with the terms and conditions.
 - ii. To furnish performance security as per the terms and conditions.

Terms and Condition of Contract

1 NON SUBSTITUTION

The Chemist/Drugist will not change Drug/ Molecule mentioned by the treating doctor. In case of request for specific brand of medicines, the brand shall not be substituted irrationally. However, the Chemist/Drugist shop will be provided with a list of the entire standard manufactures duly recommended by the Monitoring Committee constituted by the Director, IGIMS.

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.

INDIVIDUAL PACKETS

The chemist shall put each medicines/surgical items as per prescription per patient in one packet and write the name and the quantity of medicines on the packet.

3 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.

4 FORFEITURE OF PERFORMANCE SUCURITY

Performance Security is liable to be forfeited if selected bidder:-

- i. Fails to adhere to the terms and conditions of the contract.
- ii. Supplies of 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.
- vi. The amount of performance security shall be liable to be forfeited if the medicines/surgical consumables etc supplied by

the authorised chemist against the request placed on them in pursuance of this contract are subsequently found as having not conforming to quality.

The Chemist should not stop the sale of the Medicines/Surgical consumable / Implants/ Orthotic and prostatic Devices etc. Without giving 30 days prior notice to IGIMS .

5 PENALTY FOR DEFAULT

The firm will ensure availability of all medicines & surgical consumable all times. In case of non – availability of any item , the firm will procure the requisite items 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 branded 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/-

6 TERMINATION FOR DEFAULT

The IGIMS may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder terminate the Contract in whole or part:

- (a) if the bidder fails to provide any or all of the services within the period(s) specified in the Contract .
- (b) If the bidder fails to perform any other obligation (S)under the Contract
- (c) If the bidder , in the judgement of the IGIMS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

7 SALE OF MEDICINES etc

7.1 Sufficient stock of standard quality of medicines / surgical items medical implant/ Orthotic and prosthetic Devices at all times will have to be maintained by the Chemist/Drugist.

7.2 The Chemist/Drugist 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 items to the purchaser .

7.3 The medicines / surgical items 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/Drugist will be liable to be penalised which may include being debarred for a period of 3 years besides other legal action as may be initiated.

7.4 Medicines/ surgical items for the patient shall be supplied in individual packet by the Chemist/Drugist.

8. RETURN OF UNCONSUMED STOCK OF MEDICINE/SURGICAL ITEMS

Chemist/Drugist 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.

9. 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 Institute 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 Institute 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 Institute and will not hold the Institute responsible or obligated. IGIMS 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.

10. 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 where of is not here in otherwise provided for) shall arise between the Institute 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 be settled by sole arbitration of the Director, IGIMS who shall give written award of his decision to the Bidder. The decision of the Director, IGIMS will be final and binding. For all legal matter, Jurisdiction will be High Court of judicature at Patna.

11. Financial BID :-

Tenderer has to offer amount (Monthly Rent) over the minimum Monthly Rent fixed by the Institute for the Medical Shop in the prescribed Bid form (Annexure B).

12. LOCATION:-

12.1 The shop is be located at the IGIMS main gate Shop No-2 Western end inside of Main Gate (450Sq ft) ,Shop No-3 outside Eastern Main Gate facing Bailey road(198Sq ft) and Shop No-4 Outside Eastern of Main Gate facing Bailey road(198Sq ft).

12.2 The Location is not transferable.

13. Alteration:-

13.1 Any temporary or permanent alteration shall be with the prior permission of the administration.

14. SUBLETTING:-

14.1 The shop will be allotted to highest monthly rent bidder bonafide employee of the allottee shall run the medicine shop.

14.2 No subletting in any case shall be permitted.

15. TIMINGS:-

The shop shall remain open for all 24 hours. The service shall be continuous.

16. RENT:-

The rent fixed for per month shall be deposited in advance by 3rd of each month in case of default interest @ 5% for per day of delay shall be realised.

In case of extention the rent shall be increased at the rate of Rs. 10./. annually .

17. PRICE OF MEDICINE

The Selling price of the medicine shall be 50% for the generic drug/medicine items & 90% for all allopathy medicine & for surgical items 80% of the maximum retail price as printed on the cover of the Medicine/surgical items.

18. DISCOUNT

At least 10% on MRP of branded all allopathy medicine items and 20% discount on MRP of surgical items. & 50% discount on MRP of generic drug/medicine items.

19. INSPECTION

The shop shall be inspected regularly by the Medical Superintendent, IGIMS, Patna.

The following shall be the inspecting authorities:-

- a) Director
- b) Dy. Director (Adm.)
- c) Medical Superintendent
- d) Chief Administrative Officer
- e) Any person authorized by the Director
- f) Any person authorises by the Dy. Director (Adm.)

Format of Financial Bid

Shop No. with place and Area.	Minimum Rate fixed by IGIMS	Amount quoted above the minimum amount of Rent.	Discount on MRP. of Allopathy Medicine 10%	Discount on MRP of Surgical Item. 20%	Discount on MRP of Generic Medicine 50%
Shop No; <u>2</u> <u>Western</u> <u>and inside</u> <u>of Main</u> <u>Gate (450</u> <u>sq. ft.).</u>	Rs. 37,660/- (Thirty seven thousand six hundred sixty)				
Shop No; 3 Outside Eastern Main Gate(198 sq.ft.) facing bailey road.	Rs. 11150/- (Eleven thousand one hundred fifty)				
Shop No; 4 Outside Eastern Main Gate (198sq.ft.) facing Bailey Road.	Rs. 6000/- (Six thousand)				

INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES, SHEIKHPURA, PATNA-14.

UNDERTAKING

TO,

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(Designation and Name of the concerned Authority)

Name of the Firm/Agency//Company.....

particulars of the tender :..... Due date:.....

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained there in and undertake myself/ourselves to abide by the said terms and conditions.
3. I/We have valid license for sale of various categories of allopathic medicines issued by the Drug controller of the state under the provisions of Drugs & Cosmetics Act, 1940.
4. I/We have never been convicted by the Drugs authorities of the state and no case is pending under the Drugs and cosmetics Act,1940 against me/us.

(signature of Bidder)

Name Address of the bidder

Telephone NO.