

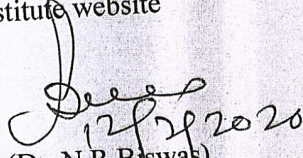
Office of the Director
Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna (Bihar)

Tender Notice No:- 01/Tender (shop) M.S. Cell/2020

Sealed Tenders in two bid systems, Part-I Techno Commercial and Part II-Financial, are invited from Drugist/Chemist/Firms/Dealers/Companies for running medicine shop in IGIMS campus, Patna under Pradhan Mantri Bhartiya Jan Aushadhi Kendra, Scheme near O.P.D of IGIMS.

Details of bidding document, term and conditions can be seen and downloaded from institute website

www.igims.org.


Prof. (Dr. N.R. Biswas)
Director
IGIMS, Patna.

INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES, PATNA -14

Tender document for opening and running Pharmacist/ Chemist shop at inside the premises of IGIMS, Sheikhpura, Patna-14. Location of shop would be near the OPD of IGIMS under the scheme of PMBJAK to patients only against valid prescription of IGIMS doctors at approved discounted rates.

Bidding documents and Procurement Schedule

The Details of document and Schedule are as follows:-		
1.	Price of Bid documents	Rs. 2,000/- (Two Thousand) only in the form of Demand draft drawn in favour of Director, IGIMS, Patna
2.	Issue of Bid documents	To be downloaded from IGIMS website.
3.	Web site	www.igims.org
4.	Date of floating the tender	
5.	Amount of earnest money deposit	Rs. 50,000/- (Fifty Thousand) only DD in favour of Director IGIMS, Patna Payable at Patna.
6.	Method of submission	by Reg. Post/Courier/Speed Post only.
7.	Per Bid Meeting	19 /02/2020 at 03PM
8.	Last Date & time for submission of bid	05 /03/2020 at 3.30PM
	Date & Venue for opening Techno-commercial bid	06 /03/2020 at 03PM IGIMS – Patna.

The bidder will download the tender document directly from the IGIMS website www.igims.org and shall submit the tender cost Rs. 2,000/- (non refundable) by demand draft drawn in favour of Director, IGIMS, Patna and the same should essentially be enclosed the techno-commercial bid. In no case, the tender cost should be missed with EMD amount. Tender should be submitted in two sealed envelopes. Part-I containing the 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 superscripted '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 above will be summarily rejected.

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

Tender prospective bidders have to submit the following certificate/ documents invariable 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.

Sr. 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 provision of Drug and Cosmetics Act. 1940 and rules made there under			
3.	Declaration of bidders as per Annexure – A duly signed.			
4.	Copy of the valid Registration Certificate of the organization viz Regd./dealer/firm/company			
5.	(a) TIN & Sales Tax/GST Registration Certificate			
6.	Pan allotted by Income Tax authority Undertaking that the bidder has not been convicted by State Drug controller, stating that no case is pending under “Drugs and cosmetics Act and Rule” as well as under the drugs price control order issued from time to time.			
7.	Copies of the Audited Balance Sheets and P&L A/C for preceding two financial years to established the turnover of the bidder.			
8.	Copies of Drug License for Preceding three years.			
9.	Copies of Adhar Card of Applicant.			
10.	Drug license should be of Single firm no joint firm Shall be allowed			

SIGNAURE OF TENDERER

Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna – 14.

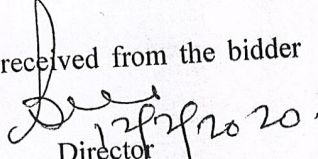
Director IGIMS, Patna invites Tender for opening and running a "Medicine/ Chemist Shop" inside the premises of Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna-14 for supply of medicines /surgical Consumables/ Implant/ Orthotic and prosthetic Devices etc. to patients only against valid prescription of IGIMS doctors at approved discounted rates only under the Scheme of Pradhan Mantri Bhartiya Jan Ausadhi Kendra (PMBJAK) as per Prescription of IGIMS

The tender notice can be downloaded from the website of the IGIMS www.igims.org. The Cost of tender documents is to be submitted in the form of draft drawn in favor of "Director, IGIMS, Patna" along with bid.

Minimum requirements for eligibility with documents:-

1. The bidder preferably should be resident of PATNA (Bihar.)
2. The bidder must hold valid License as on the date of Bid opening in specified from for various categories of allopathic medicines issued by the Drug Control authority of the State under the provision of Drugs and Cosmetic Act, 1940.
3. The Bidder should not have been convicted by the State Drugs authorities and no case should be pending under the Drugs and Cosmetic Act and Rules.
4. The bidder should have at least eighteen years' experience in selling/ dispensing medicines/surgical consumable tec.
5. GST/VAT Registration should be available with the bidder of last five years.
6. Adhar allotted to the bidder.
7. PAN allotted by the Income Tax Authority.
8. The bidder should have Experience of selling medicine of eighteen year in premise of any Govt. Hospital/Semi Govt. Hospital/ Autonomous body hospital in Bihar.
9. The bidders should not be declared blacklisted for filling any bid application.
10. The bidder should have certificate regarding selling of medicine under social welfare scheme.
11. The bidder must hold one character certificates from any drug manufacturing company regarding his/ her performance in selling medicine the Manufacturing company of at least 21 (Twenty one) Year old with copy of valid drug license of the company.
12. The bidder must file consent letter from any pharmacist holding degree of minimum B-Pharma with current renewal receipt.
13. The bidder must file domicile certificates.
14. The bidder must file ITR with balance sheet of last three years.
15. The bidder must hold consent letter from PMBJAK to open medicine counter. In IGIMS, Sheikhpura, Patna-14/Govt. Hospital/Semi Govt. Hospital/Autonomous Body Hospital.
16. The bidder must hold certificate. To sell medicine and to destroy expiry medicine and disposal of medicine as per provisions made under Bio-Med Waste Management Rule – 2016 with money receipt.
17. The bidder should have hold one character certificate issued by any M.P/M.L.A/M.L.C/ Ward Commissioner etc.

(Note: The director IGIMS, Patna reserve 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 the premises of Indira Gandhi Institute of Medical Sciences for supply of Medicine/ Surgical consumable/ Implants Orthotic and Prosthetic Devices etc on approval consumable rates only under only under Scheme of Pradhan Mantri Bhartiya Jan Aushadhi Kendra. 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 approval discounted rates. The shop will be provided by Indira Gandhi Institute of Medical Science on monthly rent.
- 1.2 To maintain Sufficient stock of medicines, consumable, surgical Items, Implants, Instrument, etc. for sale at the Medicine/ Chemist items shop at discounted rates as per PMBJAK or as per instruction of IGIMS and should be sold only as per prescription of Doctors only.
- 1.3 Chemist will ensure use of bar-coding on each items 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/ food license from state Drug controller from opening the medicine/ 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.

2. ELIGIBILITY

- 2.1 The bidder must be holding valid license 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 & rule 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 & rules made there under.
- 2.3 The prospective bidders should have at least eighteen years' experience in selling / dispensing the drugs & consumable (Copies of licenses held for last eighteen years have to be submitted along with the technical bid.)

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 conductor 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; Part-I: Techno commercial bid and part-II financial bid.

4.2 EARNEST MONEY

The bidders are required to submit EMD amount of Rs. 50,000/- (Fifty Thousand) by DD drawn in the name of Director, IGIMS, Patna payable at Patna. The demand draft must be issued by a Scheduled Indian Bank. Original EMD should be submitted along with the technical bid, falling which the bid will be summarily rejected and no communication will be entertained in this regard.

4.3 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY (TECHNICAL BID):

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

- (a) EMD Rs. 50,000/- (Fifty Thousand only) in the form of demand Draft in favor of Director, IGIMS, Patna 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 Drug and Cosmetics Act, 1940 and rules made there under copies of Drug licenses for preceding eighteen years are required.
- (c) Declaration of bidders as per Annexure-A duly signed.
- (d) Copy of valid registration of the organization Regd. Dealer/farm/company etc.
- (e) TIN & Sales Tax/VAT/GST 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 Sheet for the preceding two financial year to established the turnover of the bidder.

4.4 PERIOD OF CONTRACTS

The contract shall initially be for a period of twenty 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 every ten year at the sole discretion of the director Indira Gandhi Institute of Medical sciences, Patna on the same terms and conditions.

4.5 RIGHT TO ACCEPT/REJECT AND 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 bidders of the grounds for the such decision.

4.6 PERFORMANCE SECURITY/ GUARANTEE

The successful bidder will have to furnish a performance Bank Guarantee of Rs. 1,00,000/- (Rs. One Lakhs) only either in the form of Bank Guarantee valid for **20 Months** issued by the scheduled Bank or through Demand Draft payable to "Director, IGIMS, Patna" No claim shall be 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.

4.7 INDUL GENCE IN CORRUPT OR FRADULENT PRACTICES

- I. The Institute requires that the Bidder observes the highest standards of ethics during the procurement and execution of the contract.
- II. In pursuance of this policy, the terms are set forth as follows.
 - a) "Corrupt practices" means offering, giving, receiving or soliciting anything of value to influence the action of the public official in the contract execution.
 - b) "fraudulent practices" 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. That 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 of 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"

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:

1. Firm/ Partner/ Director of the Company with copy of drug license 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 documents 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

That bids shall be valid for acceptance for 90 days 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 but the penalty will be up to Rs. 1000/- (One Thousand) for each violation.

5.05. FOREFEITURE OF EMD

1. 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 Conditions 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/Drugis 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 would approximately be nearest to the total quantity demanded of any particular medicine / drug on any particular day.

INDIVIDUAL PACKETS.

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

3. LIFE PERIOD OF MEDICINE SUPPLIED

The Medicines, surgical consumable/implants orthotic and prosthetic devices etc. has to be provided as per the rate prescribed by ABPMJAY (Aushman Bharat Prime Minister Jan Arogya Yojna)

4. FORFEITURE OF PERFORMANCE SECURITY

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 medicine/ 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 authority chemist against he 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 notices to IGIMS, Patna,

5. PENALTY FOR DEFAULT

The firm will ensure availability of all medicines & surgical consumables 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 reasonable time subject to availability in market.

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 medicine 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, the chemist will be penalized for Rs. 1,000/- (one thousand). In case of non-deposit of rent by 7th of every month, then Rs. 1000/- per week will be charge along with termination after a month.

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 service within the periods (S) Specified in the Contract.
- b) If the bidder fails to perform any other obligation (S) under the contract.
- c) If the bidder in the judgment of the IGIMS has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- d) If there is any type of illegal activity in its premises at any time of tenure.

7. SALE OF MEDICINE 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 / Durgist as per PMBJAK
- 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 items, etc. is expired found not of standard quality, substandard or spurious, Chemist / Drugist will be liable to be penalized which may include being debarred for a period of 3 day besides other legal actions as may be initiated.
- 7.4. Medicines / Surgical item for the patients shall be supplied in individual packet by the Chemist/ Drugist.

8. RETURN OF UNCONSUMED STOCK OF MEDICINES/SURGICAL ITEMS

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

9. INDEMNITY

The bidder shall indemnify the institute against all actions, suites chaims and demands brought or made against it in respect of anything done of Committed to be Done by the bidder in execution of or in Connection with the work of his contract and against any loss or damage to the Institute in consequences to any action or suit being brought against the bidder for anything

Committed to be 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 incidence 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 assessment in good faith. If any dispute or differences 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 his decision to the Bidder. The decision of the Director, IGIMS will be final and binding. For all legal matter, jurisdiction will be judicature at Patna, Bihar.

11. FINANCIAL BID

TENDER 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 near OPD of IGIMS Patna.

12.2 The Location is not transferable without permission.

13. ALTERATION

13.1 Any permanent alteration shall be with the prior permission of the IGIMS.

14. SUBLITTING

14.1 The Shop will be allotted to highest monthly rent bidder bonafide employee of the allotted shall run the medical shop/PMJAK.

15. TIMININGS

The shop shall remain open for 24 hours.

16. RENT

The rent fixed for the month shall be deposited in advanced by 7th of each month in case of default Rs. 1000/- fine per week with termination of agreement if not able to pay before the next month. In case of extension the rent shall be increased at the rate of Rs. 10/- percent annually.

17. PRICE OF MEDICINE.

The selling price of the medicine shall be as per MRP and discounted rate fixed by the IGIMS time to time.

18. INSPECTION

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

The following shall be the inspecting authorities

- a. Director
- b. Medical Superintendent
- c. Hospital Administrator
- d. Any person authorized by the Director

Annexure-B

Format of Financial Bid

Shop with area and place	Minimum Rate Fixed by IGIMS	Amount quoted above the minimum amount of rent.	Discount on MRP of all medicine except PMJAK
Near OPD 37.5 sqmt.	Rs. 5000/- (Five Thousand) only per month		

ANNEXURE-A

INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES, PATNA-14

UNDERTAKING

TO,

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

(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 therein and undertake myself/ourselves to abide by that 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 provision 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 Drug and cosmetics Act, 1940 against me/us

(Signature of Bidder)

Name & Address of the bidder

Telephone No.