

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 Three 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.			
11.	Govt. Hospital working Experience from Competent Authority(10 years or more)			
12.	Pharmacist Name & Registration No., Certificate enclosed.			



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



INVITATION OF TENDER

FROM ELIGIBLE AND INTERESTED AGENCIES

FOR OPENING OF

**“PRADHAN MANTRI BHARTIYA JAN AUSHADHI KENDRA”
(PMBJK)**

at

IGIMS, SKEIKHPURA, PATNA - 800014

INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES,

SHEIKHPURA, PATNA – 800 014 (Bihar, India)

Tel.: 0612 – 2297631, 2297099; Fax: 0612 – 2297225; Website: www.igims.org;

E-Mail: director@igims.org / ms@igims.org

INTRODUCTION

- A) Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna - 800 014 is an Autonomous Body under Govt. of Bihar, is inviting sealed bid under two bid systems from eligible, experienced and interested agencies for opening of a shop in the campus of IGIMS for the sale of generic medicines through dedicated sales outlet called “Pradhan Mantri Bhartiya Janaushadhi Kendra” (PMBJK).

B) Availability of Tender Document

Tender document can be downloaded from Institute [website: www.igims.org](http://www.igims.org). Prospective service providers desirous of participating in the bid may view and download the tender document from the Institute website: (www.igims.org). However, bidders have to submit with the technical bid **the tender fee of Rs. 2,000 (Rs. Two Thousand) and Earnest Money Deposit (EMD) of Rs. 50,000/- (Rs. Fifty thousand) only** through Demand Draft / Pay Order from nationalized banks drawn in favour of Director, IGIMS, Patna & payable at Patna. No tender will be allowed to withdraw after submission of tenders within the bid validity period otherwise EMD of such withdrawing tenderer will be forfeited **Bidders have to submit sealed envelope of bid through Speed Post / Registered Post / Courier services addressed to Director, IGIMS, Sheikhpura, Patna – 800 014 (Bihar)**. Bid submitted after closing date of bid submission shall not be entertained.

C) Important Dates:

Date of publication & downloading of Bid documents	27/02/2020
Closing of Bid submission	05/03/2020, 03.30 p.m.
Opening of Technical Bid	06/03/2020, 03.30 p.m.

The Director, IGIMS, Patna reserves the right to make any change in the tender terms and conditions and schedules of the tender as per need and also reserves the right to reject the tender without assigning any reason.

For details information, interested bidders may visit the website www.igims.org.

D) Eligibility criteria to open “Pradhan Mantri Bhartiya Janaushadhi Kendra” (PMBJK)

Following shall be minimum technical eligibility criteria for selection of agency for PMBJK

1. NGO, charitable institution, reputed trusts, reputed professional bodies/ organisations, societies, Self Help Groups etc. are eligible to open new PMBJK. The vendor should have working experience of more than 10 yrs in Govt. Hospital. A certificate regarding the same duly attested by respective competent authority be attached
2. The agency must be registered to the concerned authority under PMBJK.
3. There should not any legal case filed against the agency and any case should not be pending.
4. The annual report of the agency should be audited by competent authority for the preceding three (3) years.
5. The applicants / participants / bidders should have minimum 3 years experience in selling of medicine.

6. The agency must have minimum annual turnover of rupees one crore in each of the last three (3) financial years.
7. Society / Institute must be registered under Bihar Public Trust Act / Society registration Act.
8. Institute / Society must have own byelaws containing aim to facilitate or help poor and needy patients in medical terms.
9. The successful bidder have to deposit security money of **Rs. 3 lakh before signing of agreement** in shape of DD from a nationalized bank in favour of the Director, IGIMS, Patna.

E) Document Supporting the Minimum Eligibility Criteria

Following documents in support of minimum eligibility criteria should be submitted along with technical bid.

1. Society/Institute Registration Certificate under public Trust Act and Society registration Act or Cooperative Society must be registered under proper acts or form any concerned authority.
2. Institute/Society by-laws containing aim to facilitate or help poor and needy patients in medical terms.
3. Undertaking by the agency regarding readiness to open PMBJK at **IGIMS – Patna**.
4. Audited statements of the Society/Institution/Cooperative/agency for the last three preceding years.(F.Y.2016-17,2017-18,2018-19)
5. Income tax returns certificate for the year 2016-17, 2017-18 and 2018-19.
6. Copy of Aadhaar.
7. Document in support of minimum three years experience in sale of Medicine.
8. Statement showing annual turnover of last three years.

F) Instruction to Bidders

1. The tender document may be downloaded from the office website www.igims.org. However bidder has to submit DD from a nationalized bank of Rs. 2, 000.00/- drawn in favour of Director, IGIMS, Patna with technical bid.
2. While all efforts have been made to avoid errors in the drafting of the tender documents the bidder is advised to check the same carefully. No Claim on account of any errors detected in the tender documents shall be entertained.
3. Each page of the bid documents must be stamped and signed by the authorized person or persons submitting the bid in token of his/their having acquainted himself/themselves and accepted the entire bid documents including various conditions of contract. Any Bid with any of the Document not so signed is liable to be rejected at the discretion of the institute.
4. The Person signing the bid document on behalf of the bidder shall attach the copy of the authorization letter/power of Attorney as the proof of authorization for signing on behalf of the bidder.

5. All bidders are hereby explicitly informed that conditional offer or offers with deviations from the conditions of contract, the bids not meeting the minimum eligibility criteria, bids not accompanied with supportive documents, or any other requirements, stipulated in the document shall be summarily rejected
6. For all purposes to the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement to the Director, IGIMS, Patna. The bidder shall solely be responsible for the consequences of any omission or error to notify change of adders in the aforesaid manner.
7. The Tenders are to be submitted as per two bid system i.e., - **Technical Bid and financial Bid. The Technical Bid should contain all the relevant papers in support of eligibility criteria, experience, and licenses etc. Financial Bid should specify the rates in terms of percentage.** Both the Bids should be submitted in two separate sealed envelopes superscripted as “Technical Bid” and “Financial Bid”. Both sealed envelopes should be put in a third sealed envelope and **should be super scribed “Tender for Opening of PMBJK at IGIMS, Patna”**. Sealed tenders be addressed to “The Director, IGIMS, Sheikhpura, Patna – 800 014 (Bihar)” and send through Speed / Registered Post / Courier Services. Bids received after closing date of bid submission shall not be entertained. The bid shall be valid for 120 days from the date of opening of bid.
8. The successful agency has to deposit **Rs. 3 lakhs as Performance Security** deposit in shape of demand draft / Bank Guarantee from any Nationalized Scheduled Bank in favour of “**Director, IGIMS, Patna**”. Security deposit shall remain valid for period of sixty (60) days beyond the date completion of all contractual and statutory obligations of the agency.
9. **Period of the contract will be initially for a period of three years.** The same may be renewed on same terms and conditions after completion of three years for another two years on satisfactory performance. Renewal will be subject to satisfactory performance of the shop. The institute however, reserves right to terminate / renew contract without assigning any reason thereof at any time after **giving one month notice** to the service provider.
10. In case any information/ document furnished by Service Provider found to be false at any stage, it would be deemed to be a breach of terms of Bid Contract Agreement and Service Provider will be liable for legal action besides termination of the Agreement.
11. All entries in the tender form should be legible and filled clearly. Any over writing or cutting which is unavoidable shall be signed by the authorized signatory.
12. Notwithstanding anything contained herein, the Institute reserved the right to terminate the contract Agreements without assigning any reason thereof at any time after **giving one month notice** to the service provider.
13. The service Provider shall not assign, transfer, pledge or sub-contract the operation of job-service without prior consent of the Institute.

G) Bid & Bid Evaluation

1. Prior to the detailed evaluation of Technical and Financial bids, IGIMS, Patna will determine the substantial responsiveness of each bid to the Bid document. Substantially responsive bid will be one which confirms to all the terms and conditions of bid document without material deviation. The determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
2. A bid determined as substantially non-responsive will be rejected and shall not subsequent to the bid opening be made responsive by correction of the non-conformity points by the bidder. However, IGIMS, Patna may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
3. The financial bids of those bidders whose technical bid has been satisfactorily evaluated and found substantially responsive, will be opened subsequently after due notice.
4. If there is discrepancy between the words and figures, the amount in words shall prevail. The decision of Director, IGIMS, Patna shall be final in this regard and the bid will be rejected if the bidder does not agree to the decision in this regard.
5. Tendering firms are at liberty to be present or authorize a representative to be present at the opening of the Financial Bid at the time and date as specified in the Schedule. The name and address of the representative authorized to attend the opening of the tender on behalf of a tendering firm should be indicated in the tender. The representative so deputed should also bring with him a letter of authority from the firm for having been authorized to be present at the time of opening of tender. Only one representative per firm shall be permitted to attend the opening of the tender. The name and address of permanent representative of the firm, if any, should also be indicated in tender.
6. The financial bid will be evaluated based on the maximum discount on MRP offered by the bidder. Rent of the space 188 Sq Fit fixed by the IGIMS authorities is Rs. 50,000/- (Fifty Thousand) per month. An escalation of 10% per year will be added in the rent charges per year. In case of tie (i.e. one or more bidders quoted same discount), L1 will be decided by lottery method.

H) Right To Accept Or Reject Any Bid:

Following is the guiding decisions for the bidders.

1. Tender will be accepted and Contract will be finalized with only those who in the opinion of IGIMS authority shall have capacity and resources to run the Jan Aushadhi Kendra.
2. IGIMS, Patna reserves its right to accept or reject any bid without assigning any reason whatsoever. IGIMS, Patna does not bind itself to accept the lowest tender and reserve the right (i) to reject any or all tenders (ii) the right to accept any portion of the tender offered without assigning any reason and can also reduce or extend the period of contract without assigning any reason.
3. In case the lowest bidder (L-1) fails to execute the bid agreement within stipulated period, the Institute shall be free to enter into contract agreement with another bidder agreeing to provide services at lowest bidder's rate (L-1).

I) Terms and Conditions for opening of PMBJK (Shop)

The brand (Generic) medicines are sold at significantly higher prices than their un-branded generic equivalents, though they are identical in their therapeutic value. Given the wide spread poverty across the country, making available reasonably priced quality generic medicine in the market would benefit everyone. With this objective, the pharma advisory forum in April, 2008 decided to launch the Jan Aushadhi Campaign – starting with the sale of generic medicine through a dedicated sales outlet called “**Pradhan Mantri Jan Aushadhi Kendra**” in various places of the country. To provide medicines at low cost at IGIMS, Patna is also inviting Tender to open a Jan Aushadhi Kendra.

General Terms and Conditions and Instructions to the bidder:

1. The Tenders are to be submitted as per two bid system i.e. -Technical Bid and Financial Bid. The Technical Bid should contain all the relevant papers in support of eligibility criteria, experience, Licenses, etc. Financial Bid should specify the discount rates in terms of percentage. Both the bids should be submitted in two separate sealed envelopes superscripted as "Technical Bid for PMBJK and Financial Bid for PMBJK. Both sealed envelopes should be put in a third sealed envelope and should be superscripted " Tender for opening of PMBJK at IGIMS, Patna. Sealed tenders be addressed to the Director, IGIMS, Sheikhpura, Patna – 800014 and submitted through Speed / Registered Post / Courier only. Bids received after closing date of bid submission shall not be entertained. The bid shall be valid for 120 days from the date of opening of bid.
2. The Checklist of technical information, format of experience and financial capacity of bidder along with declaration in the prescribed proforma should be submitted along with the Technical Bid.(Form- I, II, III)
3. The Technical Bid should be accompanied by an **Earnest Money Deposit (EMD) of Rs. 50,000/- (fifty thousand)** only in the form of Demand Draft only from any scheduled Bank drawn in favour of “The Director, IGIMS, Patna” payable at Patna. No bank guarantee towards EMD will be acceptable. EMD of unsuccessful bidders will be returned without any interest on finalization of the tender and execution of agreement with successful bidder
4. The successful Agency has **to deposit 3 (three) lakh as Performance Security Deposit** in shape of Demand Draft / Bank Guarantee from any Nationalized Scheduled Bank in favour of “Director, IGIMS, Patna.” Security deposit shall remain valid for the period of sixty (60) days beyond the date of completion of all contractual and statutory obligations of the agency.
5. **Period of the contract will be initially for a period of three years.** The same may be renewed on same terms and conditions after completion of three years for another two years on satisfactory performance. Renewal will be subject to satisfactory performance of the shop. The institute however, reserves right to terminate / renew contract without assigning any reason thereof at any time after **giving one month notice** to the service provider.
6. In case any information / document furnished by Service Provider found to be false at any stage, it would be deemed to be a breach of terms of contract Agreement and Service Provider will be liable for legal action besides termination of the Agreement.
7. All entries in the tender form should be legible and filled clearly. Any overwriting or cutting which is unavoidable shall be signed by the authorized signatory.

8. Notwithstanding anything contained herein, the Institute reserved the right to terminate the contract Agreements without assigning any reason thereof at any time after **giving one month notice** to the service provider.
9. The service provider shall not assign, transfer, pledge or sub-contract the operation of PMBJK without prior consent of the Institute.
10. Tender incomplete in any form will be rejected outright. Conditional Tenders like “subject to immediate acceptance or subject to prior confirmation” or such others will be rejected outright.
11. An agreement with the successful bidder will be executed; Non-execution of agreement by the bidder within stipulated 15 days will cause forfeiture of EMD and work shall be allotted to second bidder (L-2). Terms and conditions of the contract will remain part of the agreement.
12. If the successful tenderer fails, in course of agreement period to comply with the terms & condition of the agreement, the security deposit may be forfeited in full or in partial as decided by the Director, IGIMS, Patna.
13. IGIMS, Patna will provide a minimum space conforming standards as approved by Bureau of Pharma Public Sector Undertaking of India (BPPI) on rent basis.
14. The agency should have
 - a. Sale license from the competent authority (Retail drug license in the name of the Jan Aushadhi Shop (JAS) and / or Tin No;
 - b. Proof of securing a pharmacist with computer knowledge (name of the pharmacist, registration with the state council to be furnished).
 - c. The agency have to arrange at their own cost furniture in the shop like racks to store medicines counter for issue of bills and medicines to patients, office table , computer tale and chair / stools etc. for working staff.
 - d. There should be two display boards (one horizontal and second vertical) over the shop following the language, logo design and other colour combination as provided by BPPI.
 - e) The agency has to meet minimum requirement for BPPI web based software. JAS may install computer with higher / latest specification.
 - f) There should be a Refrigerator in the shop for storage of medicines at the required temperature as per drug and cosmetic Act.
15. The agency will recruit the staff for running the JAS as per the requirement at their own cost.
16. All billing should be done using software provided by BPPI. No medicine can be sold by JAS without using the software provided by BPPI.
17. Medicines sourced and supplied only by BPPI, will be allowed to be sold through JAS. The list of medicines will be dynamic and may be altered after approval from the competent authority.

18. It shall be the responsibility of the operating entity to obtain drug license and other permissions to run a drug shop. Compliance at all statutory requirement for storage of drug shall be ensured by the agency.
19. The operating agency should run the shop round the clock.
20. This tender is only for establishment of opening of PMBJK (SHOP) at IGIMS, Patna.
21. IGIMS, Patna will provide the electric connection but the agency has to install sub meter at their own cost. The agency has to pay bill for electricity consumption during the month to IGIMS, Patna. The agency has to pay water tax also.
22. The agency will use the premises solely for the purpose for which it has been allotted and for no other purposes and shall not port with the premises, sub-let the shop to anyone directly or indirectly.
23. The agency will keep the premises in hygienic and functional condition.
24. The agency will obtain retail sale Drug License/ sale tax/ VAT numbers from the competent authority to run the shop having a pharmacist and other qualified staff.
25. The agency will provide the generic medicines directly from the C&F agent/ super stockiest appointed by BPPI.
26. The agency may sell the unbranded generic drugs manufactured by the CPSUs or other manufacturer as may be supplied or permitted by BPPI as per the Jan Aushadhi scheme of the Dept. Pharmaceuticals, Govt. of India (GOI).
27. The agency will not use the Jan Aushadhi store/ shop for sale of other than Generic medicines or any unauthorized or illegal or extraneous/ obnoxious / banned drugs which are spurious, soiled, damaged, post-dated or expired or adopt any unfair means to boost the sale.
28. The agency will issue computer generated receipts, for each sale which will include name of medicine(s), pack and quantity, batch no., date of manufacturing and expiry, sale price, discount allowed, taxes, if any, as per norm prescribed.
29. The agency will pay central and local taxes from time to time hereby imposed or assessed on the premises by the competent authority.
30. It will be permitted to access to BPPI, IGIMS authorities, state and central Govt. through its authorized person(s)/ party at all reasonable times for purpose of inspecting the shop and also the place where the medicines have been stocked. Such party or its agents are authorized to seize any unauthorized items being sold in the shop without any valid permission or sanction of law.
31. The agency will abide by the direction issued by the Director, IGIMS, Patna time to time for keeping the shop as well as premises property maintained & clean for running of shop, besides observing the relevant laws such as drug laws & Act, labour laws, shop and establishment registration etc, as applicable.
32. Agency will be responsible for any type of losses and damages caused on the shop.
33. The agency will not sell medicines having shell life of 3 months or less.
34. Further, operational issues arising from time to time will be decided with mutual consent of all the concerned parties.

35. The performance of the Agency selected to run the Generic medicine shop will be assessed quarterly. A committee formulated under the chairmanship of the Medical Superintendent, IGIMS, Patna will assess in this regard and report to the Director, IGIMS, Patna.
36. The agency selected to open shop and sale generic medicines cannot sale medicines and other surgical items other than the generic medicines approved/ authorized by the Central Govt. If found selling such items the agreement will be treated as cancelled and the agency have to vacate the campus on receipt of notice from the Director, IGIMS, Patna.
37. The agency shall furnish a copy of price list of medicines kept for sale, to the IGIMS authorities 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 product exhibited for sale is sold by the agency at higher rate than shown in the price list furnished by the agency and no agreement discount has been give, 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 IGIMS, Patna on fortnightly basis during the period of contract.
38. IGIMS, Patna will not provide any technical assistance in setting up of generic medicine shop.
39. The agency shall at its own cost appoint their own adequate staff to run the said shop as stated above to the satisfaction of the Director, IGIMS, Patna. Such staff appointed by the agency shall not be treated as IGIMS, Patna employees and shall have not any claim or lien on IGIMS, Patna properties for any dues. Further the agency shall not engage or employ any person suffering from any disease, contagious, infectious, or otherwise dangerous to human life and health.
40. The Agency have to submit name, bio data and copy of Aadhaar Card at IGIMS, Patna of person employed to run the JAS. No person other than the name shown in the submitted list should be found in the shop. Prior information must be given to the IGIMS, Patna if there is any change of employee in the shop.
41. The agency 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.
42. The agency shall not construct and encroach upon the open space or any adjoining open space besides that allotted to the agency. Any such encroachment will be deemed to be breach of the terms and conditions of the agreement.
43. It is hereby agreed by and between parties that at all times the possession of the area / building of shop shall be with the IGIMS, Patna who shall continue to enjoy the right to use and occupy the said space/building.
44. It is hereby agreed that on expiry of the period of permission/period of agreement or an earlier on its revocation, Thereof, the agency shall at their own cost remove all articles and things belonging to them from the said premises shop area and handover vacant and peaceful possession. In default, the IGIMS, Patna shall be entailed to enter the premises and occupy the same and/or to put their own lock. The agency shall not be entitled to any compensation whatever on account of the termination of their agreement.

45. The agency shall always remain faithful to IGIMS, Patna and shall comply with the terms and conditions stated herein above in the interest of both the parties.
46. The agency shall keep the IGIMS, Patna, its official harmless and intimated from and against all losses, life, damages, costs, charges, claims and demands of what so ever nature preferred or made by any person or persons whom so ever by reason of the IGIMS allowing the agency to permit to conduct of the JAS.
47. The agency shall be responsible for any damage, losses or injury what so ever that may be caused at any time to any property of institutes or to any person or persons while operating JAS and all such damage, injury or loss to the life or property shall be made good and or as the case may be paid immediately by the Agency to the satisfaction in all respects of the IGIMS. Patna.
48. The Agency shall not do anything or supposed to be done anything in the premises, which may cause nuisance or annoyance or inconvenience to the IGIMS, Patna officials or patients.
49. IGIMS, Patna shall not be responsible for any damage, loss or injury caused to the property or person of the agency.
50. The IGIMS, Patna shall not be party to the recovery of payment of any bills or dues from any of the agency's customers.
51. The terms and conditions and instruction to bidder contained in the Bid document shall form part of the agreement.
52. In all cases of disputes, the Director, IGIMS, Patna decision shall be final and binding upon the agency.
53. **Agreement:** The contractor will have to enter into written Agreement **with IGIMS, Patna within 15 days** of intimation of acceptance of approved rates. It after the award of the contract the bidder does not sign the **Agreement within 15 days** or fail to furnish the performance **Bank Guarantee within 7 days** from the date of receipt of LOI/work order, IGIMS, Patna reserves the right to cancel the contract and apply all remedies available under the terms & condition of this contract.
54. In case the agency fails to execute the job after signing the Agreement deed or leave the job before completion of the period of contract at their own accord, the Director, IGIMS, Patna shall have the right to forfeit the security deposited by the agency.
55. **Stamp Duty:** Contract agreement with the IGIMS shall be executed on a non judicial stamp paper of Rs. 1,000/- (one thousand) only. Expenditure to be incurred on execution of agreement shall be borne by the successful tenderer.
56. IGIMS, Patna shall not accept any claim in the event of any deployed manpower sustaining any injury, damage or loss to either person or property either inside or outside IGIMS, Patna premises. If any person engaged by the Agency is injured or rendered partially/ permanently disabled/ indisposed due to any reasons such as disease, accident, fire etc. during the working hour, it shall be the sole responsibility of the Agency to take care of them and to pay necessary compensation in respect of such personnel as relevant labour laws including all medical expenses, legal expenses etc. and IGIMS, Patna does not hold any responsibility in this regard what so ever.

57. Penalty Clause:-

The vendor has to provide the inventory list of entire medicine to the MS, IGIMS and a copy of subsequent demand letter of drugs to the Govt authority be enclosed to MS each time demand is raised. The inventory has to be adequately managed without default.


When the drug is in short supply from Govt authorities, the vendor has to make available the drug with same molecule and combination within 24hrs at the determined generic drug govt. rate mentioned in the guidelines.

If unable to provide then **Rs 5000/- per drug per day penalty will be imposed** which will increase to **Rs 10000/ per drug per day from next day**.

In case found doing illegal/ spurious activity/ running a parallel personal professional business not adhered to govt. guidelines as per the terms and conditions of the document the **Security Deposit will be forfeited** and **Legal Action** will be taken along with instant eviction notice

58. Dispute:-

- a. If any dispute or difference arises between the parties relating or concerning or to interpretation of the contract or any alleged breach there of or any matter relating to the contract, the same shall be settled by the parties as far as possible by mutual discussion and consultation between themselves, whether the same has arisen during the subsistence of the contract or thereafter.
- b. In the event of any dispute or differences arising in connection with this contract/ tender, whether during the subsistence of the contract or there after not being settled in aforesaid manner, the matter shall be referred to the Director, IGIMS, Patna or his nominee for arbitration whose decision shall be final and binding on both parties. Proceeding before the arbitrator would be governed by the provision of the ARBITRATION AND CONCILIATION ACT, 1996.
- c. The courts of Patna shall have exclusive jurisdiction in all matters arising out of Tender.



**Director
IGIMS, Patna**

To,

Director
IGIMS, Sheikhpura,
Patna – 800 014 (Bihar)

Ref: Tender No.: -----

We, the undersigned, declare and accept that:

1. We have examined and have no reservations to the Bidding Documents, Including addenda issued in accordance with instructions to bidders
2. We offer to execute in conformity with the bidding Documents for Opening of Jan Aushadhi Generic Drug Stores at Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the bidding documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period
4. If our bid is accepted we commit to submit s performance security in accordance with the Bidding Documents
5. We also declare that Government of India or any other Government Body has not declared us ineligible or black listed us on charges of engaging in corrupt fraudulent collusive or coercive practices. (Affidavit on stamp paper attached.)
6. We also accept terms and conditions of this bidding document and undertake to abide by them, including the condition that the tendering authority is not bound to accept highest ranked bid/lowest bid or any other bid that it may receive
7. The authority reserves the right to accept or reject any or all the bids without assigning any reason and the decision of the authority shall be final and binding.

Yours Sincerely,

Authorized Signatory
Full Name and Designation

(Note: Authorized person shall attach a copy of Authorization for signing on behalf of biding company)

FORM - I

**Technical bid parameters
(To be submitted in envelop – I)**

1.	Name of Agency	
2.	Nature of the Agency (NGO/Charitable trust/society/individual)	
3.	Authorized Representative Name, and Designation.	
4.	Communication Address with contact Number (Mobile / Land Line), Fax, RE-Mail, Website.	
5.	Name of the Proprietor with Contact Details	
6.	PAN / GIR / TAN No. (Attach copy)	
7.	GST Registration Details (Attach copy)	
8.	Annual Turn Over of agency for last three years (Form – III)	
9.	Attach proof of financial status in term of audited balance sheet for last three years	
10.	Attach copy of income tax return of last three year	
11.	Attach proof of running of medicine shop as experience	
12.	EMD detail	
13.	Tender Document Fee Details	
14.	Attach license required for running medical shop	

Undertaking:

I have/we have gone through the terms and conditions as mentioned in the guidelines for opening of Jan Aushadhi store and agree to abide by the same. I/We hereby declare that all the information as mentioned above is true to the best of my knowledge.

Date:

Place:

(Signature of the Bidder)

Name

Designation

Seal of the Agency

Address:

FORM -II

**FORM FOR AUDITED STATEMENTS
(To be submitted in Technical bid envelop – I)**

Description	Financial Years		
	2016 – 17	2017 – 18	2018 – 19
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit before taxes			
Profit after Taxes			
Note: Please attach documentary evidence for the same i.e.CA Certificate and Audited balance sheets.			

Date:
Place:

(Signature of the Bidder)
Name:
Designation:

FORM III

FINANCIAL CAPABILITY OF BIDDER
(To be submitted with technical Bid)

Sl. No.	Name of the Bidder	Turn Over (Rs. In Crore)		
		2016 – 17	2017 – 18	2018 – 19

(Please attach supporting document)

Note: Submit the audited financial statement/ audited annual report of the last three financial years.

Date:

Signature of the Bidder

Place:

Name:

Designation:

Seal of the agency

Address:

FORM-IV

AUTHORIZATION LETTER FORMAT

No. _____

Date: _____

To,
The Director,
IGIMS,
Sheikhpura, Patna – 800 014 (Bihar)

Dear Sir,

Tender Reference No.:

We _____, who are established and reputable Service provider located at _____do hereby authorize Mr. _____ to sign, offer, negotiate and conclude the contract with you against the above invitation for tender offer. Specimen Signature of Mr. _____ is as below.

Verified By : Mr _____ (Director/Owner of the agency)

Yours Faithfully

For and on behalf of M/s _____
Director /Owner

(**Note:** This letter of authority should be on the letterhead of the tenderer and should be signed by a competent person of the tenderer)

Date:
Place:

(Signature of the Bidder)
Name
Designation
Seal of the Agency
Address:

FORM-V

**(To be submitted in envelop II)
(i.e. Financial Bid)**

I/We hereby offer to provide following percentage of discount on MRP of medicine at the some of its sale to patients.

Name of the agency	Monthly Rent to be paid by the successful bidder.	Discount on MRP (In percentage)
	<p>Rs. 50, 000/- per Month (Rs. Fifty Thousand Only per Month)</p> <p>(An escalation of 10 (ten) % of fixed rent per year is to be added each year.</p> <p>Rent is to be fixed by IGIMS authorities.)</p>	

Discount offered to be given to patients on MRP of medicine by the agency during period.

Date:

Place:

(Signature of the Bidder)

Name

Designation

Seal of the Agency

Address: