

Dispatch No: 3231

Dispatch date: 07-02-2022



**ALL INDIA INSTITUTE OF MEDICAL SCIENCE, KALYANI, WEST BENGAL**

**Web Site:- [www.aiimskalyani.edu.in](http://www.aiimskalyani.edu.in)**

***E-Tendering Portal: <https://www.tenderwizard.com/AIIMSKALYANI>***

**E-Tender no:** P-12019/1/21-22/E-TENDER/PHARMACY-CHEMIST/503/ET-06

DT:08-02-2022

**E-TENDER DOCUMENT**

**TENDER FOR OPENING AND RUNNING "24x7" PHARMACY/CHEMIST SHOP AT AIIMS, KALYANI.**

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**LL INDIA INSTITUTE OF MEDICAL SCIENCES****Kalyani,(West Bengal)-741245**Website:[www.aiimskalyani.edu.in](http://www.aiimskalyani.edu.in)***E-Tendering Portal: <https://www.tenderwizard.com/AIIMSKALYANI>*****E-TENDER DOCUMENT****Name of the E-Tender: Tender for OPENING AND RUNNING “24x7” PHARMACY/CHEMIST SHOP AT AIIMS, KALYANI.****Notice Inviting E-Tender****E-Tender No.:** P-12019/1/21-22/E-TENDER/PHARMACY-CHEMIST/503/ET-06

DT:08/02/2022

The Executive Director, AIIMS Kalyani, invites E-Bids in Two Bid System (i.e. Technical/Documentary and Financial Bid) from eligible to quote through E-procurement solution portal of AIIMS Kalyani (<https://www.tenderwizard.com/AIIMSKALYANI>) on mutually agreed terms and conditions and satisfactory performance for Supply of **OPENING AND RUNNING “24x7” PHARMACY/CHEMIST SHOP AT AIIMS, KALYANI** to AIIMS, KALYANI on (TURNKEY) **Rate Contract basis for two years with renewal at 1 year and extendable for one more year, both „renewal“ and „extension“ subject to performance.** The quantity may be increased or decreased as per requirement of the Institution. The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Kalyani will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**EXEMPTION OF EMD/REDUCTION IN PERFORMANCE SECURITY**

As per the Circular No. F.9/4/2020-PPD issued by Ministry of Finance, Dept. of Expenditure dated 12 Nov 20 regarding procurement of goods/ services.

- For broader participation of bidders due to present situation due to pandemic the Bidders are exempted from submission of Bid Security during Tendering/ Bidding. Further, in lieu of Bid Security (EMD), bidders to sign "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for One year for participating in future Bids of the Institute.
- In case of “Performance Security” it has been reduced from 05 to 10 % as per GFR 2017 to 03 %.

*E-Tendering Portal:*<https://www.tenderwizard.com/AIIMSKALYANI>***For E-tendering Queries contact Representative of******ITI Limited (Kalyani).Email: [twhelpdesk404@gmail.com](mailto:twhelpdesk404@gmail.com) or [sanjeeb.m@etenderwizard.com](mailto:sanjeeb.m@etenderwizard.com) , Mob -******08249821902***

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**Section-I**  
**TENDER SCHEDULE**

**1.1 Schedule of Tender****Bid Ref.No./E-Tender No. - P-12019/1/21-22/E-TENDER/PHARMACY-CHEMIST/503/ET-06 DT:08/02/2022**

Date of availability of E-Tender document in the AIIMS KALYANI E-Tendering Solution portal	As per e-Tendering Portal of AIIMS Kalyani <a href="http://www.tenderwizard.com/AIIMSKALYANI">www.tenderwizard.com/AIIMSKALYANI</a> , <a href="http://www.aiimskalyani.edu.in">www.aiimskalyani.edu.in</a> and CPP Portal <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> for downloading/participating
Last Date of downloading/participating in the E-Tendering Solution for this E-Tender	As per e-Tendering Portal of AIIMS KALYANI <a href="https://www.tenderwizard.com/AIIMSKALYANI">https://www.tenderwizard.com/AIIMSKALYANI</a>
Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope	Hard copies of the filled up tender documents with all the mandatory documents in a sealed envelope superscripted as: E-Tender for " <b>24x7 PHARMACY/CHEMIST SHOP</b> " must be sent by speed post only to the following address: " <b>Faculty In-Charge (Procurement)</b> " ALL India institute of Medical sciences ,Kalyani , NH -34 Connector, Basantapur ,Saguna, P.O-Ghoragacha, District-Nadia, West Bengal-741245"
Date, Time & Place of Opening of Technical Bid	The Technical Bid will open online as per the schedule given in the <a href="https://www.tenderwizard.com/AIIMSRKALYANI">https://www.tenderwizard.com/AIIMSRKALYANI</a> In case the Scheduled date is declared Holiday the tender Shall be opened on next working day.
Tender Document Cost payable to AIIMS Kalyani	NIL. To be downloaded from website hence no cost applicable.
E-Tendering Solution processing fee for providing online participation support & necessary DSC Certificates to Vendor for participate in Online E-Tender process	As applicable and displayed on <a href="https://www.tenderwizard.com/AIIMSKALYANI">https://www.tenderwizard.com/AIIMSKALYANI</a> and payable to <a href="http://www.tenderwizard.com">www.tenderwizard.com</a> directed by the prospective Bidder.

Cost of Bid Document	:	Nil (can be downloaded from website)
Amount of Earnest Money Deposit (EMD)(in shape of FDR/BG)	:	NIL. ONLY DECLARATION TO BE SUBMITTED (VIDE ANNEXURE VII)
Validity of Bid	:	120 (One hundred and Twenty) days from the date of bid opening.
Performance Security	:	Minimum Rs.2.5 lakhs/-(Rupees two lakhs & fifty thousand) OR an amount proportionately be decided by AIIMS, KALYANI.
Validity of Performance security	:	The performance security shall remain valid for a period of 14 months from the date of Agreement.
Venue	:	All India institute of medical sciences, Kalyani, NH – 34 connector, Basantapur, saguna, Kalyani, dist.- Nadia, pin- 741245 (west Bengal)

**2.2 Important Dates**

<b>Issue/Publishing Date</b>	:	<b>Dt. 08/02 /2022</b>
<b>Start date and time of submission of e-tender (Bid)</b>	:	<b>Dt. 08/02 /2022 at 05.00 PM</b>
<b>Last date &amp; Time of Submission of e-Tender (Bid)</b>	:	<b>Dt. 23/ 02/2022 at 12:00 PM</b>
<b>Date &amp; time of online Technical Bid opening of e-Tender</b>	:	<b>Dt. 23 / 02/2022 at 12:30 PM</b>
<b>Pre Bidding Meeting</b>	:	<b>Online (link) at 14<sup>th</sup> Feb 2022 (time: 3 pm onwards)Link: <a href="https://meet.google.com/wwk-nunz-mmu">https://meet.google.com/wwk-nunz-mmu</a></b>
<b>Date &amp; time of opening of Price Bid</b>	:	<b>Will be informed to the Technically qualified Bidders.</b>

### Section-II INSTRUCTION TO BIDDERS

The Bidder is expected to examine all instructions section wise. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

**2.1 Language of Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided that they are accompanied by an authenticated accurate translation of the relevant passages in the English Language in which case, for the purpose of interpretation of the Bid, the English translation shall prevail.

1. **SCOPE OF WORK**

- A. To set up and operate 24x7 Modern Pharmacy / Chemist Shop of high ethical and aesthetic standards within the premises of All India institute of Medical Sciences, Kalyani 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. The granting of tender will be based on **highest discount rates** quoted by various bidders.
- 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 per applicable rules of concerned municipality decided by appropriate authority. Similarly, LICENSE FEES should be paid (at the rate of MOH &

UA) by the awardee and market rate of license fees will be based on rate prescribed by Government of India from time to time. **RENTAL AND LICENSE FEES are subject to revision and binding to be paid by the awardee.**

AIIMS, Kalyani 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 amendment of notification by appropriate Authority. In addition License fees to be paid as per the applicable rate.

- 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 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 and water charges shall be borne by the chemist. Charges for **water supply** will be approximately Rs. 1500/- per month. Charges for **electricity** will be as per actual meter reading and meter has to be installed by the successful bidder; rates of electricity will be as applicable.
- 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 1 year & extended by another 1-year subject to performance. Rents & License fees to be revised as and when changes brought out by appropriate authority.
- 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, Kalyani is at the owner's risk and AIIMS Kalyani 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 authorized officer. The fair copy of the agreement shall be in the custody of Director or any authorized 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 electricity bill to AIIMS Kalyani, based on meter reading at the rate of power tariff, fixed by AIIMS Kalyani.
- 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, Kalyani has to be given top priority and the supply has to be made immediately within 24 hours.
- AA. The applicant 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. However for submitting this bid, the bidders may submit an affidavit to this effect, duly sworn before a first class magistrate. 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 employee's 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 employee's 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 A prospective bidder requiring any clarification of the bidding documents shall contact the purchaser in writing at the purchaser's e-mail address i.e. [e-tenders@aiimskalyani.edu.in](mailto:e-tenders@aiimskalyani.edu.in) ; Tel : 0674 - 2476044. The purchaser will respond in writing (through e-mail) to any request for clarification, provided that such request is received not later than 10 (ten) days prior to the deadline for submission of bids. All the prospective bidder shall attend the Pre-Bid Conference on 14-02-2022 at 3:00PM on virtual mode through the link: <https://meet.google.com/wwk-nunz-mmu> . Changes, if any, may be incorporated in the bidding document after the Pre-Bid Conference and will be uploaded on our official website as "Corrigendum". Therefore, bidders are requested to submit their bids accordingly to revise changes after PBC, if any. No press advertisement will be made for corrigendum.

## 2. ELIGIBILITY

I. A person / firm / organization fulfilling the following qualifying criteria can only apply

- An experience of at least 25 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 West Bengal.
- 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 bidder should have articles of Association (in case of registered firms), by laws and certificate of registration (in case of registered cooperative societies) partnership deed (in case of partnership firm).

III. The Tender must be submitted in the original Tender Form supplied by AIIMS Kalyani 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 will be demanded (as per Earnest Money Declaration) and Security Deposit/performance bank guarantee, 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 clearly quote discount rates (vide financial bid, section IX). Conditional Offer shall not be considered and shall be treated as Non-Responsive.
- VI. The tenderer should submit EMD Undertaking (vide Section V)
- 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 (GST registration certificate should be in the name of Bidder (firm) . 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).
- X. Proprietorship Firm / Partnership Firm / Company should have Startup Registration.
- XI. Bidder should be listed in GeM registration.
- XII. If the Bidder wants exemption from EMD on the account of having MSME registration certificate, appropriate documents supporting the same, should be submitted.



**XIII. The Proprietor / Partner /Director of the firm/ company (Agency) and also the firm/ company have never been blacklisted by any Government authority/ organization. The Proprietor / Partner /Director of the firm/ company (Agency) and also the firm/ company have no litigation pending with any Government authority/ organization. During or after award of contract, if it is found that the bidder was blacklisted earlier, and then performance security will be forfeited and blacklisted by AIIMS Kalyani forever.**

XIV. DEED OF LICENSE/DRAFT ARTICLE OF AGREEMENT: the qualified bidder shall sign a deed of license, primarily for fair trade practices in all dealing with AIIMS Kalyani, incorporating tender terms, delivery mechanisms and penalties for default. The deed of license shall be signed within 30 days of communication from the AIIMS Kalyani failing which opportunity may be extended to next technical qualified bidder quoting second highest discount rate.

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.

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 parts provided in e-tender portal no offline submission allowed.

- a) Part 1 Technical Bid.
- b) Part 2 Price Bid. (Excel sheet provided in e-tender portal [www.tenderwizard.com/AIIMSKALYANI](http://www.tenderwizard.com/AIIMSKALYANI))

PART-1

- 1 EMD (Earnest Money Declaration) in the form of Undertaking.
- 2 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.
- 3 Copy of the Registration Certificate of the organization 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 Organization.
- 4 Copy of the Authorization Certificate along with the resolution copy of Executive Body of the Organization in favour of authorized person to sign or deal with this tender.
- 5 Self-attested copy of GST Registration Certificate of the firm.

- 6 Self-attested copy of PAN of the firm.
- 7 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.
- 8 Self-attested Copies of the Income Tax Returns of corresponding financial years for the preceding three years of the bidder.
- 9 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” a 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 authorized 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.

Part-2

“PRICE BID – Upload in excel format as provided in e-tender portal [www.tenderwizard.com/AIIMSKALYANI](http://www.tenderwizard.com/AIIMSKALYANI)

- 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 fulfillment 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.

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

#### 5. PERIOD OF CONTRACT

The license shall be for a period of 2 years, commencing from the date of opening of 24 Hrs. medicines & chemist shop subject to satisfactory outcome of review & evaluation by the AIIMS, Kalyani after compilation of First year.

Awardee shall open the said shop within 30 days from the execution of Deed of License. On expiry of the period of the License it may be renewed at the option of AIIMS, Kalyani on such terms & conditions as it may impose. The duration of extension may be determined by AIIMS, Kalyani, which should not be more than One year at a time.

#### 6. RIGHT TO ACCEPT / REJECT ANY BID

The Executive Director, AIIMS Kalyani 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

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 INSURANCE SECURITY BOND, / FIXED DEPOSIT RECEIPT/Account Payee Demand draft from a commercial bank safeguarding the purchaser's interest in all respect; the performance security will be valid for a period of sixty days beyond the date of compilation of all contractual obligation (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.

#### 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 120 days after the date of bid opening.

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 of Rupees 1000/- (one thousand) will be imposed on the successful bidder for the first complaint of noncompliance received and Rupees 5000/- (five thousand) per subsequent complaint of noncompliance. Amount and decision regarding Penalty is subject to decision of competent authority and bidder is binding to pay such a penalty.

12. 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 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: 01/03/2022 at 12.00 PM** through online. In case of bid opening day is declared holiday, bid will be opened at the same time of the next working day.

14. MISCELLANEOUS

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.

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**Section-III**

**TWO BID SYSTEM AND CONDITIONS**

- 3.1 Technical Bid:** All required documents are to be submitted/ uploaded online.
- 3.2 Financial Bid:** The Financial Bid to be submitted on line as per prescribed format in Section IX. The Financial Bid of bidders, who qualify in Technical Bid Evaluation, will be opened thereafter.
- 3.2.1** All quoted rates should be inclusive of freight, packing, forwarding & insurance & Labour charges and also percentage of GST etc.
- 3.2.2** If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 3.2.3 H-1 will be decided on the TOTAL HIGHEST DISCOUNT RATE (on MRP printed on the product) over and above the minimum discount rate mentioned in the tender document (vide section IX: Financial Bid) for which the bidder is quoting.**
- 3.2.4** The price in the Financial Bid to be quoted strictly against formulation unit.
- 3.2.5** The Tender Evaluation Committee may also verify the veracity of claims in respect of known performance of the item(s) offered, experience and reputation of the bidder in the field, the financial solvency etc.
- 3.2.6** An offer submitted in vague/ambiguous financial terms and the like, shall be termed as non-responsive and shall summarily be rejected.

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#### **Section-IV**

#### **ELIGIBILITY CRITERIA**

##### **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. GST Registration certificate should be available in the name of the bidder (firm) for at least 3 years.
4. 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. However for submitting this bid, the bidders may submit an affidavit to this effect, duly sworn before a first class magistrate.
5. Proprietor / partner / Director has at least 25 years" experience in Selling /dispensing Medicines / Surgical Consumable / Implants / Orthotic and Prosthetic devices.
6. Bidder should have ISO 14401-2015 certification.
7. Bidder should have ESI / PF Registration

8. All other eligibility criteria is mentioned in the tender documents.  
For detailed terms and conditions, kindly go through the tender document.

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

Executive Director,  
AIIMS, Kalyani

### Section-V

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

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
1	EMD in the form of undertaking (if any firm wants EMD exemption, should submit necessary documents.):			

2	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.			
3	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.			
4	Copy of the Authorisation Certificate along with the resolution copy of Executive Body of the Organisation in favour of authorized person to sign or deal with this tender.			
5	Self-attested copy of GST Registration Certificate of the firm.			
6	Self-attested copy of PAN of the firm.			
7	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.			
8	Self-attested Copies of the Income Tax Returns of corresponding Financial years for the preceding three years of the bidder.			
9	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" a 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 &amp; SIGNATURE OF TENDERER

DATE: .....

PLACE: .....

**Section – VI****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 Kalyani.

**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 form 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-Kalyani 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**

#### 11. DISPUTES & ARBITRATION

All questions , disputes and differences arising under and out of, or in correction with License Deed/agreement ,shall be referred to the sole arbitration by an Arbitrator appointed under the provision

of the Arbitration and Conciliation Act,1996 by the Competent Authority AIIMS, Kalyani, whose decision shall be final and binding on both parties. The Venue for the Arbitration proceeding shall be Kalyani. All the Arbitration shall be carried out in English Language.

## **12. FORCE MAJEURE:**

i) The “Force Majeure” means an event beyond the control of the License and not involving the Licensee fault or negligence and not foreseeable. Such event may include, but are not limited to war or revolution, fire, floods, quarantine, Restriction and fright embargo.

If a Majeure situation arises, the License shall promptly notify the AIIMS, Kalyani in writing of such condition and the cause there off unless otherwise directed by the AIIMS, Kalyani, in writing. The License shall continue to perform its obligations under the License Deed as far as is reasonably practical and shall seek all reasonable alternative means for performance of obligations not prevented by Force Majeure event.

## **13. 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 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 (EMD undertaking)
7. Does not drop the Tender before the stipulated time and the specified date in the Online Tender kept at the Tender site.
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. If he failed to comply any of the terms & conditions of the tender documents.

### **Section-VII**

#### **INSTRUCTION TO BIDDERS FOR ONLINE REGISTRATION AND SUBMISSION OF BIDS**

**General:** The Special Instructions (for e-Tendering) supplement „Instruction to Bidders“, as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, AIIMS KALYANI has decided to use the portal [www.tenderwizard.com/AIIMSKALYANI](http://www.tenderwizard.com/AIIMSKALYANI) , <https://eprocure.gov.in> or [www.aiimskalyani.nic.in](http://www.aiimskalyani.nic.in).

#### **Instructions:**

- a) **Tender Bidding Methodology:** Two Stage Online Bidding
- b) **Broad outline of activities from prospective Bidders:**
  - i. Procure a Class III Digital Signature Certificate (DSC).
  - ii. Register on the e-Procurement portal [www.tenderwizard.com/AIIMSKALYANI](http://www.tenderwizard.com/AIIMSKALYANI).
  - iii. Create Users on the above portal.
  - iv. View Notice Inviting Tender (NIT) on the above portal.
  - v. Download Official Copy of Tender Documents from the above portal.
  - vi. Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS, KALYANI.
  - vii. Bid-Submission on the above portal.
  - viii. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part.
  - ix. Post-TOE Clarification on the above portal (Optional) – Respond to AIIMSKALYANI’s Post-TOE queries.
  - x. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders).
- c) **Digital Certificates :** For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].
- d) **Registration:** To use the Electronic Tender portal [www.tenderwizard.com/AIIMSKALYANI](http://www.tenderwizard.com/AIIMSKALYANI) , vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorized Signatory who will be the main person coordinating for

the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable (i.e. Rs.2000 +GST as applicable).

Note: After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/activated

- e) The Bidder must ensure that after following above, the status of bid submission must become – “Submitted”.
- f) Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- g) It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- h) The Financial part may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

**Bid submission:** The entire bid-submission would be online on the Tender wizard portal i.e. \_

<https://www.tenderwizard.com/AIMSKALYANI> Broad outline of submissions are as follows:

- (i) Submission of Bid Parts (Technical & Financial).
- (ii) Submission of information pertaining to Bid Security/EMD undertaking.
- (iii) Submission of signed copy of Tender Documents/Addendums.

The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required establishing compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copies of duly filled price schedule as Annexure are to be uploaded.

**Processing Fee:** Firm have to pay processing fee (i.e. 0.1% of ECV+ GST as applicable (min.750/- & Max Rs.7500/- + GST as applicable) through online (Credit card/ Debit Card/ Net Banking), When participating in the e-Tender.

**Important Note:** In case of internet related problem at a bidder's end, especially during „critical events“ such as – a short period before bid-submission deadline, during online public tender opening

event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of AIIMS KALYANI by the bidders in time, then AIIMS KALYANI will promptly reschedule the affected event(s).

It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.

**Other Instructions:**

For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

**The following „FOUR KEY INSTRUCTIONS for BIDDERS“ must be assiduously adhered to:**

- i.** Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
- ii.** Register your organization on the portal well in advance of your first tender submission deadline on the portal.
- iii.** Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal.
- iv.** Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc).

While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders End Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each and every registered bidder under this portal shall be imparted by the ASP, M/s. ITI Limited, if required, before participation in the online tendering.

**For any further assistance, please contact Mr Sanjeeb Mahapatra (08249821902), Mr Maynak Singh Thakur (08800115628), Helpdesk-011-49424365, ITI email ID for mailing communication : [twhelpdesk680@gmail.com](mailto:twhelpdesk680@gmail.com) / [twhelpdesk404@gmail.com](mailto:twhelpdesk404@gmail.com) / [mayank.s@etenderwizard.com](mailto:mayank.s@etenderwizard.com) / [Sanjeeb.m@etenderwizard.com](mailto:Sanjeeb.m@etenderwizard.com)**

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**Section-VIII**

**CHECKLIST OF IMPORTANT DOCUMENTS**

The Scanned copies of the following Mandatory documents to be uploaded on e-Tendering Portal in the following format:

	<b>Documents to be Submitted</b>	<b>Document Enclosed (Yes/No)</b>	<b>If Yes, mention the page no./ Annexure no</b>	<b>Remarks</b>
1	EMD in the form of UNDERTAKING			
2	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.			
3	Copy of the Registration Certificate of the organization 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 Organization.			
4	Copy of the Authorization Certificate along with the resolution copy of Executive Body of the Organization in favour of authorized person to sign or deal with this tender.			
5	Self-attested copy of GST Registration Certificate of the firm.			
6	Self-attested copy of PAN of the firm.			
7	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.			
8	Self-attested Copies of the Income Tax Returns of corresponding Financial years for the preceding three years of the bidder.			
9	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” a 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 authorized 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.			

Place:

Signature of the bidder with seal.

Date:

\*\*\*\*\*



**Section-IX**  
**Financial Bid**

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.

1. 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

2. 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.

3. 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.

4. 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.

Place:

Signature of the bidder with seal.

Date:

\*\*\*\*\*

**FORM OF UNDERTAKING TO BE SIGNED & SEALED BY THE BIDDER**

To,  
The Executive Director,  
AIIMS, Kalyani

Sub: To run 24x7 Pharmacy/Chemist Shop at AIIMS, Kalyani, 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, Kalyani, 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, Kalyani and discount subsidiary offered by me in the FORM OF OFFER (Price bid/ Financial 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 Kalyani 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 (Financial Bid).  
  
(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. (Undertaking Submitted)
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 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, Kalyani. I / We also agree to the forfeiture of the Earnest Money Deposit/Performance Security 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, 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" a 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/ organization.**
- 25. The Proprietor / Partner /Director of the firm/ company (Agency) and also the firm/ company has no litigation pending with any Government authority/ organization.**
- 26. During or after award of contract, if it is found that the bidder was blacklisted earlier, then performance security will be forfeited and blacklisted by AIIMS Kalyani forever.**

**27. 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 Performance Guarantee / Bank Guarantee bond**

In consideration of the Director of All India Institute of Medical Sciences Kalyani (hereinafter called "AIIMS Kalyani") having offered to accept the terms and conditions of the proposed agreement between AIIMS, Kalyani and .....  
(hereinafter called "the said Vendor(s)") for Opening & Running of 24x7 Pharmacy/ Chemist Shop at AIIMS Kalyani (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, (here in after referred to as "the Bank") hereby undertake to pay to the AIIMS Kalyani an amount not exceeding Rs.50, 00,000/- (Rupees Fifty Lakh Only) on demand by the AIIMS Kalyani.
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 Kalyani 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 Kalyani 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 Kalyani under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Director AIIMS Kalyani 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 Kalyani 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 Kalyani or any indulgence by the AIIMS Kalyani 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 Kalyani in writing.
8. This guarantee shall be valid up to..... unless extended on demand by the AIIMS Kalyani. 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 the .....day of .....for (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 - III

### DRAFT ARTICLE OF AGREEMENT (TO BE EXECUTED BY THE SUCCESSFUL BIDDER only)

THIS AGREEMENT is made this \_\_\_\_\_ day of Two Thousand between the Director of AIIMS Kalyani represented by authorized officer \_\_\_\_\_

Here in after 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 KALYANI IS ABSOLUTELY seized and possessed or otherwise well and sufficiently entitled to open a Medical Shop at **AIIMS, Kalyani campus, West Bengal -741245** area a measuring approximately 800 sq. ft. Here in after 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, Kalyani, West Bengal-741245. 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 Kalyani hereby grants permission to open and run the Medical Shop vides 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, Kalyani, West Bengal, 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, Kalyani, West Bengal -741245** 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, Kalyani, payable at Kalyani.
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 employees of the contractor shall be well dressed and wear their I.D. card all the time when on duty. A list of all the employees with their full details is required to be submitted to the Administrative Dept., AIIMS Kalyani.
8. The Contractor shall furnish a copy of price list of products kept for sale to the Hospital Authority and shall also make available a 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 a 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 a 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 entitled 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 Executive Director, AIIMS Kalyani 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 Executive Director, AIIMS Kalyani 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 Kalyani** 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 KALYANI represented by its authorized 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 Kalyani in the presence of the witness:

(Signed Sealed and Delivered by the within named Client) (On behalf of The Director of AIIMS, Kalyani)  
in the presence of...

- 1.
- 2.

(Signed Sealed and Delivered By the within named Contractor)

M/S.  
in the presence of

- 1.
- 2.

## ANNEXURE-IV

## 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, KALYANI (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 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.

**ANNEXURE-V**

(To be submitted on bidder's Letter head in Technical Bid)

**Details of Bidder**

<b>GENERAL INFORMATION ABOUT THE BIDDER</b>			
Name of the Bidder			
GeM Seller ID			
Registered address of the Firm			
State		District	
Telephone No.		E-mail ID	
Website			
<b>Two Contact Persons Details</b>			
Name		Designation	
Telephone No.		Mobile No.	
Name		Designation	
Telephone No.		Mobile No.	
<b>Communication address</b>			
Address			
State		District	
Telephone No.		Email	
Website			
<b>Details of Authorized Distributor</b>			
Name		Designation	
Telephone No.		Mobile No.	
<b>If/whether authorization is only for supply</b>			
<b>If/whether authorization is for collecting PO, supply and raising Bills on behalf of Bidder</b>			
<b>Type of the Firm (please tick ✓)</b>			
Private Ltd.		Public Ltd.	
Partnership		Society	
Proprietorship		Others,Specify	
Registration No. & Date of Reg			
<b>Nature of Business</b>			
Manufacturer			
Direct Importer			
<b>Name designation and address of the person(s) responsible to the Company as per Sec.34 of D &amp; C Act 1940</b>			
Name		Designation	
Whether the Owner/Proprietor/Chairman/CEO/Director/Managing Partner has been convicted of an offence for supplying NSQ/Spurious/Adulterated/Misbranded items by any competent court of law within the last 3 years from the date of floating of the tender.			<b>Yes/No</b>
Other relevant Information to be furnished in a separate sheet:- If the bidder is blacklisted/banned/de-recognized for supplying drugs/items within the last 3 years from the date of floating of the tender by authorities.			
Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD /Payment for supply if any (if selected)			
a. Name of the Bank :			
b. Full address of the Branch concerned :			
c. Account no. of the bidder :			
d. IFS Code of the Bank :			

Signature and seal of the Firm/organization

Place  
Date:

**Annexure-VI**

Name of the E-Tender: .

**UNDERTAKING FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN  
THIS TENDER DOCUMENT**

(To be typed on Company Letter head)

To,  
The Executive Director,  
AIIMS, Kalyani,

Sir/Madam,

1. The undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. I/We undersigned hereby bind myself/ourselves to **ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI, NH – 34 CONNECTOR, BASANTAPUR, SAGUNA, KALYANI, DIST.- NADIA, PIN- 741245 (WEST BENGAL)** to supply the approved awarded items in the approved prices to AIIMS Kalyani.
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Executive Director, AIIMS KALYANI, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
4. I/we undertake to arrange for a demonstration of the Items, if required. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of such demonstration shall be borne by me/us.
5. Performance security of Rs.2.5 Lakhs (Rupees two Lakhs & fifty thousand) OR an amount as decided shall be deposited by me/us in the form of FDR/ Irrevocable Bank Guarantee in favour of All India Institute of Medical Sciences, Kalyani on award of the contract from a Nationalised/Commercial Bank and shall remain in the custody of the Executive Director, AIIMS, Kalyani till the validity of the Contract period plus two months (i.e. for 14 months, extendable if required).
6. If it is deemed necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
7. I/We hereby undertake to supply the items during the validity of tender as per directions given in purchase order within stipulated period positively.
8. If I/We fail to execute the contract after receipt of NOA within stipulated time or fail to supply the stores in stipulated period, the AIIMS, Kalyani has full power to compound or forfeit the Bid Security/ Performance Security deposit.
9. I/We declare that no legal/financial irregularities are pending against the proprietor Partner of the tendering firm or manufacturer.
10. I/we undertake to supply the ordered items within stipulated period and if fail to supply during the stipulated period the necessary action can be taken by the Executive Director, AIIMS Kalyani, India.
11. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
12. I/We undertake that the items supplied are as per Make /Catalogue/technical literature description.
13. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices

quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the items at the prices and rates not exceeding those mentioned in the Financial Bid.

14. I/We undertake that our firm is registered in GeM. However, as the category of product is not available in GeM due to which we are unable to participate in it. We will on board our products as and when the items are listed on GeM.
15. We comply with the Government of India order No. F.No.6/18/2019-PPD dtd.23/07/2020 issued by Public Procurement Division, Department of Expenditure and if this declaration is found to be false then, this would be a ground for immediate termination and further legal action in accordance with the law.
16. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, the Director, All India Institute of Medical Sciences,(AIIMS),Kalyani (India)will have full authority to take appropriate action as he/she may deem fit.

Signature and seal of the Manufacturer/Bidder



**Annexure-VI**Name of the E-Tender:**ANNUAL TURN OVER STATEMENT**

(In the letterhead of the Chartered Accountant)

The Annual Turnover for the last three financial years of M/S \_\_\_\_\_ who is a manufacturer/bidder for Enoxaparin as per audited Financial Statements are given below and certified that the statement is true and correct to the best of our knowledge and belief.

Sl.No.	Financial Year	Turnover in Crores (Rs) both in figures & words
1	2018-2019	
2	2019-2020	
3	2020-2021	

Date:

Place:

(Name in Capital):

Seal

Membership

No:

Signature of Auditor/Chartered Account:

N.B: This turnover statement should also be supported by copies of audited annual statement of the last three financial years/Annual Report and the turnover figures mentioned above should be highlighted there.

**Annexure-VII**

Name of the E-Tender:

Tender No.....

**Bid Security Declaration**

**To,**  
THE EXECUTIVE DIRECTOR,  
AIIMS, KALYANI  
NH – 34, CONNECTOR, BASANTAPUR,  
SAGUNA, DIST. - NADIA  
PIN- 741245 (WEST BENGAL)

Dear Madam/Sir,

I/We Mr./Ms. \_\_\_\_\_ authorized person to sign the Bid document for Tender for the **24x7” PHARMACY/CHEMIST SHOP for patient** at AIIMS, Kalyani do hereby declare that I/We have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them.

I/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.

If we withdraw or modify the bids during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance Security before the deadline as defined in the tender document, we will be suspended for the period of time specified in the debarment clause in tender document/two years from being eligible to submit Bids/Proposals for contracts with AIIMS Kalyani.

Signature of Bidder With  
seal of firm