



VIVEKANANDA KENDRA NUMALIGARH REFINERY LIMITED HOSPITAL

**TENDER DOCUMENT
FOR**

Setting up and operating a Pharmacy / Chemist Shop
in the premises of VKNRL Hospital.

(Tender No.: **VKNRL/ADM/TR/18/02**)

(Total no. of pages against the tender = 19 pages)

PREPARED & ISSUED BY

**VKNRL HOSPITAL, NRL TOWNSHIP, P.O.: NUMALIGARH REFINERY COMPLEX
DIST: GOLAGHAT, ASSAM – 785699**

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VIVEKANANDA KENDRA NUMALIGARH REFINERY LIMITED HOSPITAL
NOTICE INVITING TENDER

Tender No.: VKNRL/ADM/TR/18/02

Date: 27/06/2018

Subject : Tender for setting up and operating a “Pharmacy / Chemist Shop” in the premises of VKNRL Hospital for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices . . . etc.
(Tender No.: VKNRL/ADM/TR/18/02)

VKNRL Hospital is an ISO 9001:2015 Certified 100 bedded multispecialty hospital situated at NRL Township, Numaligarh, Golaghat District catering to the captive NRL and nearby population. The hospital is managed by Vivekananda Kendra which is a service organization with the motto of “Serve Man Serve God”.

Outpatient Consultations are available for the following department: General OPD, Medicine, General Surgery, Obstetrics & Gynaecology, Anaesthesia & Critical Care, Paediatrics & Neonatology, Ophthalmology, Dentistry, Dietetics, Physiotherapy, Teleconsultation, Yoga & Meditation.

Hospital is having two pharmacies operated through third party under contractual basis, with an approximate total turnover of Rs 4.0 crore. Submission of tender (Tender No. VKNRL/ADM/TR/18/01 dated 26/04/2018) for one pharmacy whose tenure will be completed within a short period is already over. Now, hospital plans to go for tendering for the other pharmacy presently located near Emergency ward.

Sealed offer in two bids are invited by Vivekananda Kendra NRL Hospital for the work as detailed below:

- 1. Name of the work :** “Setting up and operating a Pharmacy / Chemist Shop”
- 2. Earnest Money Deposit :** Rs. 3,00,000/- (Three lacs only)
- 3. Contract Period :** Please refer Para--2 of Special Terms & Conditions for details.
- 4. Bid Submission (Last date & time) :** 10/07/2018 till 16-00 hours
- 5. Date & Time of opening of bid :** On 11/07/2018 at 10-00 hrs. at VKNRL Hospital
NRL Township,
Numaligarh
Dist: Golaghat
Assam – 785699.
- 6. Place of Bid submission :** Tender Box kept at the Admin Office, VKNRL Hospital, NRL Township.
- 7. Date and Venue of Pre bid Meeting :** On 03/07/2018 at 15-00 hrs at NRL Conference Hall, Admin Building, 2nd Floor, Numaligarh Refinery Complex, Dist: Golaghat, Assam-785699. If any bidders cannot attend the pre bid meeting they can avail Video Conferencing facility (Contact email ID: vknrl@nrl.co.in).

8. Bidder's Pre Qualifying Criteria:

- a)
- i. The Bidder must be holding valid licenses as on the date of Bid opening in specified forms for various categories of allopathic medicines issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 & rules made there under.
 - ii. The Bidder must not have been convicted by the State Drugs Authorities and no case should be pending under the provisions of Drugs and Cosmetics Act, 1940 & rules made there under
 - iii. That the Bidder must have minimum five (05) years experience of operating a pharmacy (proof to be submitted as per Annexure- D).
 - iv. Annual average turnover should not be less than Rs. 1,00,00,000/- (One crore) only for last three years ending on 31-03-2018, supported by audited balance sheet.
 - v. Existing pharmacy operating in VKNRL Hospital having agreement validity for at least one year from the date of bid submission will not be eligible for participating in this tender.
 - vi. ***If any Bidder is successful through Bid Evaluation Methodology for both the tenders i.e., the earlier Tender No. VKNRL/ADM/TR/18/01 dated 26/04/2018 as well as for the present Tender No. VKNRL/ADM/TR/18/02 dated 27/06/2018, then the Bidder will be selected for awarding of contract for only one pharmacy.***
 - vii. ***VKNRL Hospital reserves the right to negotiate with other Bidder in sequence of their position in the evaluation criteria of the above mentioned tenders for awarding the other pharmacy.***

b) Bidders must submit the following along with Unpriced Technical Bid of tender:

- i. Copy of valid licences 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.
- ii. Copy of GST Registration Certificate
- iii. Bidder shall submit a copy of PAN card under the Income Tax Act.
- iv. Audited annual turnover duly certified by Chartered Accountant along with profit and loss account and income and expenditure statement of the firm for the last three consecutive financial years (i.e.2015-16, 2016-17 & 2017-18).
- v. Latest GST receipt of last three quarters ending 31.03. 2018.
- vi. Declaration regarding the Bidder must not have been convicted by the State Drugs Authorities and no case should be pending under the provisions of Drugs and Cosmetics Act, 1940 & rules made there under
- vii. Tender document duly signed & stamped or, each page.
- viii. Bidder's techno-commercial offer and all other details as per requirement of tender document.
- ix. Earnest Money Deposit.
- x. No Correction Fluid should be used while filling up the tender document.
- xi. Power of attorney, in case an authorized representative has signed the tender.
- xii. Income Tax clearance certificate in original or true copies duly attested by Gazetted Officer must accompany the tender. The ITCC should be in the name of the firm / individual quoting for the work.
- xiii. Self attested copy of Valid Registration No. of the Agency/Firm/Company;
- xiv. The Bidders must accept all terms & conditions as per tender document.
- xv. Valid drug licence under the provisions of Drugs and Cosmetics Act, 1940 & rules made there under.

c) The Bidders must accept all terms & conditions as per tender document. Bidders have to confirm the "Acceptance of Terms & Conditions" as per the Format attached in the tender document.

d) The Bidder must submit an undertaking as per proforma enclosed on a Stamp Paper of Rs. 100/- (Annexure-A)

9. Submission of Offer

The tender is to be submitted as single offer with two bid system i.e.

- (a) Technical Un-Priced Bid: There will be an envelope superscribing as “Technical Un-Priced Bid: Setting up and operating a Pharmacy/ chemist shop at VKNRL Hospital premises” (Tender No. VKNRL/ADM/TR/18/02)” and name of Bidder. This envelope shall contain EMD, all other documents that required for technical evaluation of the Bidder and entire tender document duly signed in each page.
- (b) Priced Bid: There will be an envelope superscribing as “Priced Bid: Setting up and operating a Pharmacy/ chemist shop at VKNRL Hospital premises” (Tender No. VKNRL/ADM/TR/18/02)” The envelope shall sealed properly and it will contain Price Bid only as per Annexure-C of Special Conditions of Contract. Both the envelopes shall be put in a common envelope superscribing **“Quotation for the job “Setting up and operating a Pharmacy/ chemist shop at VKNRL Hospital premises ”(Tender No. VKNRL/ADM/TR/18/02)” and name of the Bidder.**
- (c) Tender with 6 months validity under sealed cover as stated above will be received at the Office of The Administrative Officer VK NRL Hospital till the time and date mentioned in Para 4 above. If the last date of receipt of tender falls on a non-working day, the last date will be the next working day at the aforesaid time. Bidders may submit their offers on or before the last date & time of bid receipt **by ordinary post, courier service, speed-post etc. or by hand at Tender Box kept at the Admin Office, VKNRL Hospital, NRL Township.** However, VK NRL Hospital takes no responsibility of late receipt of offers and the offers received late will not be taken into consideration.

10. Earnest Money:

Each offer should be submitted along with Earnest Money Deposit of appropriate values as indicated in para-2 of this Letter Inviting Tender quoted for in the form of Demand Draft of any Scheduled Bank in favor of “Vivekananda Kendra NRL Hospital” payable at State Bank of India, Numaligarh Refinery Complex (Branch Code – 5377). **Tender without EMD will be rejected.** Refund of earnest money deposit to unsuccessful Bidder’s shall be made within 30 days from the date of finalization of Tender without any interest. Bidders are requested to collect their EMD from the hospital.

11. Scope of work and Supply :

- A. To set up and operate 24 x 07 Pharmacy / Chemist Shop within the premises of Vivekananda Kendra NRL Hospital for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices . . . etc. **on preapproved uniform discount rates.** The chemist shop will sale these items against valid prescriptions of VKNRL Hospital Doctors and will submit the documentary proof, of supply of these items to the patients at the preapproved uniform discount rates.

The unfurnished space (two rooms) for running, managing and operating the pharmacy/chemist shop will be provided by VKNRL Hospital inclusive of electricity and water charges & an intercom connection facility free of charges.

- B. The Pharmacy will sell the medicines/ consumables, surgical items, Implants, Instruments, etc to the employees (with their dependants) of NRL, VKNRL Hospital, CISF, VKNRLSoN, etc. on preapproved uniform discount rates against the valid prescriptions of VKNRL Hospital Doctor only on credit basis.
- C. The respective bills along with the prescription of employees (with their dependants) of NRL, VKNRL Hospital, CISF, VKNRLSoN, etc. need to submit fortnightly (may be changed as per discretion of Hospital Management) at the Administrative Office, VKNRL Hospital, for releasing the payment.

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- D. The Pharmacy will sale medicines/consumables / surgical items, implants, instruments etc to Non-entitled patients (other than NRL/VKNRL/CISF Employees & their dependants, VKNRLSoN etc.) in cash with same preapproved uniform discount rates.
- E. The contractor also needs to supply the medicines/ consumables. Surgical items etc. to Mobile Medical Camp organized by VKNRL Hospital at the same preapproved uniform discount rates, against the purchase requisition forwarded by respective departments on credit basis & the respective bill to be submitted monthly (may be changed from time to time) at the Administrative office, VKNRL Hospital for releasing the payment.
- F. The contractor also need to supply (if require) the medicines / consumables, Surgical items etc. to other department of the hospital, at the same preapproved uniform discount rates, against the purchase requisition forwarded by respective departments on credit basis & bill to be submitted monthly (may be changed from time to time) at the Administrative office, VKNRL Hospital for releasing the payment.
- G. Contractor must maintain sufficient stocks of standard quality of medicines, consumables, surgical items, Implants, Instruments, etc (including Narcotic Drugs) at the Pharmacy / Chemist Shop to avoid inconvenience to the patients.
- H. PHARMACY will indicate batch number, name of manufacturer and expiry date on BILL/ CASH MEMOS at the time of supplying the drugs, other consumables- disposables against the valid VKNRL Hospital Doctors prescriptions.
- I. An unfurnished space (two rooms) will be provided (as mentioned in Para-11-A above) for the Pharmacy, the contractor is to make their own arrangement for furnishing the shop. Other expenditure Broadband Internet connectivity, telephone, etc. shall be borne by the contractor including applicable monthly rent.
- J. The selected contractor 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. The contractor will produce the original copy of the Drug Licence under Drugs & cosmetic act 1940, Drugs & Cosmetic rules 1945 and Drugs order (price control) 1995 to the hospital authority within 30 days after awarding the contract. The contractor shall be required to obtain license from the appropriate authority for dispensing Narcotic Drugs like morphine, pephidine, feltanyl, naloxone, etc.
- K. Selected contractor shall be responsible to make available adequately qualified staff physically fit for duty & free of alcoholic habits to run the pharmacy round the clock as per the provisions of Drugs and Cosmetics Act, 1940 & rules made there under.
- L. The contractor must engage qualified registered pharmacists- minimum two, (round the clock= 24x7) with proper valid registration certificates under Pharmacy Council, physically fit for duty & free from alcoholic habits.
- M. The contractor will ensure that the pharmacist or reliever so provided will always be in duty and well behaved in all respect and the pharmacist will abide by all the instructions of the authorized officer of the hospital as & when require. The contractor will replace any of its staff engaged in the pharmacy on written advice from the hospital if performance is not found satisfactory. The hospital will not have liability whatsoever due to their retrenchment.
- N. The contractor shall be fully accountable to the owner and/or appropriate authority in case of his failure to maintain the statutory obligations/ rules declared by the central / state government from time to time as may be applicable to the contractor under different laws for operating the pharmacy.

O. The Medical Director, VKNRL Hospital and/or his authorized representative may issue any instruction/guidance/advice for running and managing the day to day affairs of the pharmacy/chemist shop through Letter/Circular/Notice/Note from time to time and the contractor shall be bound to follow such advice/instructions/guidance/note for effectively providing the services to the VKNRL Hospital, Numaligarh.

12. **Price offer from Bidder:**

The Bidder shall offer the maximum uniform discount on M.R.P. i.e. Maximum Retail price which is printed on the packings / flaps/ bottles. In case there is any anomaly between the uniform discount quoted in figures and words then the highest discount mentioned either in words or in figures will be considered for bid evaluation. The contractor will be paid on M.R.P. less discount. No extra amount towards GST or any other levy/tax will be paid which has to be borne by the contractor. Tampering on the printed M.R.P of the manufacturer by the local pharmacy/ chemist by using stickers or any other means will not be accepted.

13. **Offers submitted by bidders with uniform discount rate below 8% will not be accepted.**

14. **Security deposit:**

Please refer Para-3 of special terms & conditions.

15. **Measurement of work:**

As indicated in point 11-C above.

16. **Terms of payment:-**

100% payment shall be made against fortnightly submitted correct bills within 30 days from the date of submission subject to certification of bills by VKNRL Hospital.

17. **Price, Taxes, Duties:**

It is the responsibilities of the contractor to clear all the payment as per statutory provision of State Government as well as Central Government. VKNRL Hospital authority is no way responsible for this.

18. **Other terms and conditions:**

- A. Employees and their dependants of VK-NRL Hospital, NRL or any other Public Sector Undertaking, State Govt. and Central Govt. are not eligible to bid the Tender.
- B. Transfer of tender documents issued to one agency to another is not permissible. Further, tender containing uncalled for remarks or any additional conditions are liable to be rejected.
- C. The management of VKNRL Hospital reserves the right to reject any or all the tenders received without assigning any reason thereof.
- D. Medical Director VKNRL Hospital shall be the Officer-in-charge of the work and the contractor will have to abide by the instructions of Officer-in-charge as given from time to time.
- E. Tenderers will fill up all the annexure attached to this Detailed Tender Notice clearly and sign every page of this Detailed Tender Notice before submission of the tender. Tender in which any of the required particulars and prescribed Information are missing or are incomplete, are liable to be rejected.
- F. One authorized representative of the vendor/contractor may remain present during the tender opening on the date, time and venue.
- G. Contract will be awarded on the basis of **Bid Evaluation Methodology** (Para-20 below).

- H. **Selected Contractor has to submit bank guarantee of Rs. 10-00 lacs only** (as per annexure B).
- I. No mobilisation advance will be paid to the contractor for execution of the work.
- J. In case any of the document/information(s) furnished by a vendor/contractor are found to be false/forged, such vendor will be kept in holiday list apart from other penal actions as deemed fit by VK NRL Hospital.
- K. The contractor will not engage minor workers / staff below 18 (eighteen) years and not above 55 years of age under any circumstances. The contractor will further comply with the provisions of the following act and indemnify the hospital against all claims, which may arise out of the following Acts, & Rules framed there under:

19. Cost of Bidding

- A. The Bidders shall bear all the costs associated with the preparation and submission of their bid. The Institute in no case will be responsible or be liable for these costs regardless of conduct or outcome of the bidding process.
- B. A pre-bid meeting open to all prospective bidders will be held on 03/07/2018 at 15-00 hrs (as per Bidding Schedule), at NRL Conference Hall, Admin Building, 2nd Floor, Numaligarh Refinery Complex, Dist: Golaghat, Assam-785699 wherein the prospective bidders will have an opportunity to obtain clarifications regarding work and tender conditions. If any bidders cannot attend the pre bid meeting they can avail Video Conferencing facility (Contact email ID: vknl@nrl.co.in)

20. Bid Evaluation Methodology:

The evaluation of the tenders shall be done on the ratio of 70:30 i.e. 70% weightage to Technical (Quality parameters) and 30% weightage to Cost. During the technical evaluation stage, each bidder shall be assigned marks out of a total 100 marks; as per parameter given below:

A. Average Annual Turnover	Max 30 Marks
a. 1 to 1.5 crore	→10 Marks
b. More than 1.5 crore up to 2 crore	→20 Marks
c. Above 2 crore	→30 Marks
B. No. of years of operation in Retail Pharmacy	Max 35 Marks
a. 5 to 7 years	→15 Marks
b. More than 7 years up to 10 years	→25 Marks
c. Above 10 years	→35 Marks
C. Existing Retail Pharmacy Business setup	Max 35 Marks
a. Upto 5 nos. of running pharmacies	→15 Marks
b. 6 to 10 nos. of running pharmacies	→25 Marks
c. More than 10 nos. of pharmacies operating in more than one state in India	→35 Marks

In order to qualify for financial bid opening, a bidder should mandatorily score minimum 40 out 100 marks.

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Calculation of Technical Score: The total marks secured in the technical evaluation will be multiplied by 0.7 to arrive at the Technical score. For example, If a bidder has scored 80 out of 100 marks, technical score of the Bidder for evaluation purpose shall be calculated as $0.7 \times 80 = 56$.

Calculation of Financial Score: The bidder with highest discount shall be assigned full 30 marks. Financial scores of the other bidders shall be compared as $(30 \times \text{Quoted discount} / \text{Highest discount})$.

Calculation of Total score = Technical Score + Financial Score

The bidder with the highest total score shall be considered for award.

**Medical Director
VK NRL Hospital**

SPECIAL TERMS & CONDITIONS OF CONTRACT

Name of Work : "Tender for Setting up and operating a Pharmacy / Chemist Shop" in the premises of VKNRL Hospital for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices "

Tender No. : VKNRL/ADM/TR/18/02

Name of Bidder :

1.0 General Definitions :

- 1.1. "OWNER" means the Vivekananda Kendra Numaligarh Refinery Limited Hospital.
- 1.2. "OFFICER-IN-CHARGE" means Medical Director, VKNRL Hospital or an official authorized by VKNRL Hospital.
- 1.3. Contractor means successful bidder/tenderer who shall be awarded the contract for maintaining and operating the Pharmacy/ Chemist shop and / or his representative duly authorized by power of attorney.

2.0 Period of Contract:

- 2.1 **05 (five) years with provision for yearly extension for maximum 5 (five) extensions at the same rates and terms & conditions** to be reckoned from the date Pharmacy /Chemist shop is ready for services in VK NRL Hospital. However, the date of operating / maintaining the Pharmacy should not be later than 30 days from the date of acceptance of Work Order.

If necessary, the Owner/Officer-In-Charge may, at his discretion, extend the period of contract up to a maximum of one year or a part thereof.

If necessary, the Owner/ Officer-in-Charge may, at his discretion, terminate the contract within the contractual period serving at least 90 days notice.

In case of failure by the contractor to fulfill any of the contractual obligation, the Owner/Officer-in-Charge reserves the right to rescind the contract without notice in which case the Security Deposit shall be forfeited and such a decision shall be absolutely at the discretion of the Owner / Officer-in-charge.

- 2.2 The contractor will not be allowed to withdraw the contract before expiry of minimum one (01) year contract period.
- 2.3 In the event of the Owner and / or the Officer-in-Charge find evidence that the service of the Pharmacy/ Chemist shop provided by the contractor is no longer required, the contract in this respect can be rescind at the discretion of the Owner/Officer-in-charge with three months (90 days) notice to the contractor. Likewise, the contractor can also withdraw the Pharmacy/ Chemist Shop covered under the contract by giving three months notice to the hospital authority subject to completion of minimum one (01) year of contract period. In case of any conflicting views, decision of the Owner and/or Officer-in-charge shall be final and binding.
- 2.4 In the event of expiry of contract period / termination of contract, the contractor including the staff must vacate the space provided for the Pharmacy within five (05) days from the date of expiry /

termination of contract. Otherwise hospital authority bound to take all applicable legal actions against the contractor.

2.5 VKNRL Hospital will not take any responsibilities of any Pharmacist / Workers at the end of the contract.

2.6 Termination of Contract:

VKNRL Hospital reserves the right to terminate the contract at any time during the currency/subsistence of the contract by giving three month's (90 days) prior written notice to the contractor, if the service/performance/conduct of the contractor is found to be unsatisfactory to the Owner which may be in the nature of non-availability of medicines, dispensing wrong / expired medicines, misbehavior by employees etc. Owner's evaluation of the performance of the contractor during the period of his/her contract will be final & binding on the contractor.

3.0 Security Deposit:

3.1 Total security deposit will be Rs. 13,00,000/- (Rupees Thirteen lacs only)

3.2 Earnest money deposit will be converted to security deposit till the completion of the contract which will be refunded without any interest.

3.3 **Bank Guarantee:** The successful bidder will have to furnish a Bank Guarantee for an amount of Rs. 10,00,000/- (Rupees ten lakhs only) as Security Deposit valid for contract period plus three (03) months for claim period (as per format at Annexure – B) issued by the Scheduled Bank . No claim shall be made against VKNRL Hospital in respect of interest if any due on the Security Deposit. In case of extension of contract period the bank guarantee shall be extended accordingly with three (03) months additional claim period for each extension.

3.4 Whenever if any claim against the contractor for payment of a sum arises out of or under the contract the hospital shall be entitled to recover such sum by appropriating in part or whole of the security deposit of the contractor or from the bills claimed for payment. The contractor shall pay on demand any balance remaining due to the hospital.

4.0 Taxes & duties:

4.1 Income Tax as applicable under rule will be deducted at source from the monthly bill claimed by the contractor. A certificate to this effect shall be issued to the contractor if and when required.

4.2 Taxes & duties as applicable from time to time as per the Govt. Regulations should be binding on the contractor.

5.0 Timing:

5.1 The contractor will run the pharmacy in all days in a year (including Sundays and Holidays), irrespective of any Bandh call / Curfew / Law & Order situation etc.

6.0 Taxes / Insurance / Licences

6.1 All taxes and insurance as per Laws and Rules in force or to be levied in future during the contractual period in respect of Pharmacy shall have to be entirely borne by the contractor.

7.0 Staff for Operation of Pharmacy:

- 7.1 In order to give/provide 24 hours continuous service (round the clock service), qualified registered pharmacists shall have to be made available by the Contractor with proper and valid registration certificate from the Pharmacy Council who are to be physically fit for duty and free from alcoholic habits.
- 7.2 The contractor has to engage other qualified staff (at his own cost) to maintain & operation of Pharmacy/chemist shop round the clock. In case of Leave / absence of staff/ pharmacist, the contractor must provide proper reliever.
- 7.3 The contractor shall be responsible for the proper behavior of the Pharmacist/staff and shall exercise absolute control over them. The staff should always be properly dressed and maintain punctuality & cleanliness at all times. The personnel engaged should have and maintain good health condition with proper eye sight. They should be well mannered and should be cordial in dealing with the Staff/Patients/Attendants. Such a Pharmacist/ staff, if found in-disciplined or not well-behaved or not performing as per the terms of the contract, must be removed from the services, failing which it will be construed as violation of terms of contract. The VKNRL Hospital will not have any liability, whatsoever due to their retrenchment.
- 7.4 The contractor shall keep the VKNRL Hospital indemnified against all personnel and other claim whatsoever arising out of any act or omission etc. on the part of the staff/contractor.
- 7.5 The contractor shall ensure declaration under "Good conduct undertaking" by their staff.
- 7.6 All liabilities of Pharmacist / Staffs shall be borne by the contractor. The Hospital authority is no way responsible for the Pharmacist/ staffs related to their Salary/ accommodation / medical treatment etc.
- 7.7 Any damage or loss caused by contractor's persons to the Hospital in whatever form would be recovered from the contractor.
- 7.8 The Hospital shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the VKNRL Management.
- 7.9 The hospital will not be responsible for providing additional space to store the medicines, /consumables / surgical items, implants, instruments etc. It is the sole responsibility of the contractor for arranging space meant for store.
- 7.10 The Hospital is no way responsible for any other support required for operation (transport etc.) of pharmacy.
- 7.11 The Pharmacy has to collect maximum number of feedback forms (**minimum 50%**) from their customer and deposit to reception on **daily basis**.
- 7.12 The Pharmacy is encouraged to engage qualified & efficient sales persons from nearby area.
- 8.0** In case any public complaint is received attributable to misconduct / misbehaviour of contractor's personnel and is assessed as true by hospital administration, a penalty of Rs. 500/- for each such incident shall be levied and the same shall be deducted from contractor's profit. Besides the staff found involved in the incident shall be removed from the Hospital immediately

9.0 Maintenance of pharmacy:

- 9.1 Contractor is solely responsible for operation & maintenance of the Pharmacy/ Chemist shop for which an unfurnished space (two rooms) will be provided by VKNRL Hospital inclusive of electricity and water charges & an intercom connection facility free of cost.
- 9.2 Pharmacy / chemist shop should have sufficient stock of each item- Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices including Narcotic Drugs, Vaccines etc with reasonable validity. The shelf life of Drugs/ items supplied should not have passed more than half of the shelf life from the date of manufacturing, at the time of supply. The Pharmacy should have good co-ordination with VKNRL Doctors for new requirement of drugs.
- 9.3 The hospital will in no way be responsible for unsold medicines/ sales turnover in Pharmacy and the contractor is responsible for proper replacement of medicines before expiry.
- 9.4 In case non availability of medicines in the emergency cases special effort would be put by the contractor to arrange the medicines in time as notified by the treating doctor of VKNRL Hospital. In case of failure to arrange the medicine consecutively for three occasions, the matter may be treated as breach of contract and the contract may be terminated at the discretion of VKNRL Hospital.
- 9.5 Any supply /sale of expired medicine to any party by the pharmacy will be treated as violation of this contract and the contract will be terminated and all legal actions will be initiated.
- 9.6 The contractor must start the Pharmacy / Chemist shop at VKNRL Hospital premises within 30 days from the acceptance of Work Order. However, work order shall stand automatically cancelled if the acceptance is not received within 15 days from the date of issue.
- 9.7 VKNRL Hospital authority will not allow to sublet the pharmacy by the respective contractor.
- 9.8 Maintenance of cold chamber for vaccines & other drugs to be preserved in standard / advised temperature for which necessary arrangement has to be made.

10.0 Variation in Contract Price:

During the contractual period any variation in the discount rate offered by the contractor will not be allowed.

11.0 Inspection of Pharmacy:

Hospital authority reserves the right to inspect the pharmacy at any time any day without information to contractor. Pharmacy has to co-operate with auditors and internal/external vigilance team accompanied by authorized VKNRL Hospital's representatives.

12.0 The Owner/Officer-in-charge shall be at liberty to withhold any payment of bill or security deposit or EMD to realise any amount due from the successful bidder(s) either by way of penalty or any other manner whatsoever.

13.0 In case of any dispute regarding the interpretation and application of any of the conditions of Contract and work order, tender document, the decision of the Tender Committee of VKNRL Hospital shall be final and binding on all concerned.

14.0 Procedure for Selection of Contractor:

Following steps shall be followed

- a) All offers accepting tendered terms & conditions as directed by VK NRL Hospital, without any deviation and accompanied by requisite amount of EMD shall be considered for further evaluation.
- b) **All bids have to be dropped in the Tender Box kept at the Admin Office, VKNRL Hospital, NRL Township, till 1600 hrs of 10/07/2018.**
- c) Bidders may be present at the venue where bid to be opened.
- d) The contract will be awarded as per Bid Evaluation Methodology (Para-20).
- e) Initially three numbers of offer will be selected on the basis of Bid Evaluation Methodology. Highest scorer will be selected for the contract & other two offers will be kept by the authority in wait list.
- f) If, two or more Bidders score equal marks, then the Bidder will be selected through lottery system.
- g) The list of successful agencies in sequence of their selection shall be displayed in VKNRL Hospital Notice Board / VKNRL Hospital website after verification.
- h) No correspondence in any form will be entertained and VKNRLH's decision will be final.

15.0 Penalty Clause:

- 15.1 In case of breach of agreement by the contractor or if the contractor fails to perform and comply with provisions of tender requirement as per agreed terms and conditions, penalty (monetary or otherwise) as deemed fit by the VKNRL Hospital will be levied, the same shall be final and binding on the contractor. Short closure of the contract due to any reason, not directly attributable to VKNRL hospital, shall result in recovery of part or full amount of Security Deposit as decided by VKNRL Hospital.
- 15.2 In case non availability of prescribed medicine penalty will be imposed as per direction of Medical Director or his representative and subsequently failure to arrange the medicine consecutively for three occasions, the matter may be treated as breach of contract and the contract may be terminated at the discretion of VKNRL Hospital.

16.0 Force Majeure:

Any delays in or failure of the performance of either party hereto shall not constitute default hereunder gives rise to any claims for damages, if any to the extent such delays or failure of performance is caused by occurrence of events such as Acts of God or the public enemy expropriation or confiscation of facilities by government authorities, acts of war, rebellion, sabotage of fires, floods, explosions & riots.

17.0 Amendment:

Any amendment to this contract would be enforceable only if made in writing and duly signed by authorized representative of the parties hereto.

18.0 Dispute Resolution

- a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not

resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by VKNRL Hospital, NRL Township, Numaligarh, Golaghat, Assam-785699.

- b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of contract, the Contractor shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Golaghat only.

19.0 Jurisdiction of Court

Courts at Golaghat in the Golaghat District, Assam, shall only have jurisdiction to entertain and adjudicate all disputes, actions and proceedings arising out of this contract.

Undertaking
(TO BE SUBMITTED ON A NON JUDICIAL STAMP PAPER OF Rs. 100/-)

Name of Work : “ Setting up and operating a Pharmacy / Chemist Shop” in the premises of VKNRL Hospital for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices “

Tender No. : VKNRL/ADM/TR/18/02

1. The undersigned certify that I have gone through the terms and conditions mentioned in tender document and undertake to comply with them during the validity of the tender.
2. Rates quoted by me are valid and binding on me during the period of the contract.
3. The undersigned hereby bind myself to run & operate the pharmacy/ chemist shop without any hindrance at VKNRL Hospital.
4. The items supplied by me would be of the best quality.
5. Earnest money deposited by me may be retained till the period of contract without any interest, if I am awarded the contract.
6. I hereby undertake to supply the items during the validity of the tender as per directions given by the Hospital authority from time to time.
7. If the hospital authorities think it necessary to change any item / items supplied by me found to defective / inferior quality the same will be replaced by me at no extra cost.
8. I hereby undertake to recoup any loss/damages caused to health/ or loss caused to the hospital authority through the use of defective medicines / consumables / materials supplied by me.
9. There is no vigilance / or any court case pending against the firm/ me.
10. I hereby undertake that on expiry of the contract period I will remove all my infrastructure including manpower deployed within the stipulated time frame.
11. The decision of the Medical Director / hospital authority will be final and binding upon me towards operating the Pharmacy.

(SIGNATURE OF THE BIDDER)

**BANK GURANTEE FOR SECURITY DEPOSIT (For an amount of Rs.10,00,000/- (Rupees Ten Lakhs only)
(ON NON – JUDICIAL PAPER OF APPROPRIATE VALUE)**

To,

The Medical Director/ Medical Superintendent,
Vivekananda Kendra NRL Hospital
NRL Township, Numaligarh
Assam-785699

Name of Work : “Tender for Setting up and operating a Pharmacy / Chemist Shop” in the premises of VKNRL Hospital for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices “

Tender No. : **VKNRL/ADM/TR/18/02**

Dear Sirs,

M/s have taken tender for the work of for Vivekananda Kendra NRL Hospital, NRL Township, Numaligarh.

The tender conditions of contract provide that the Contractor shall pay a sum of Rs..... (Rupees) as initial/full security Deposit in the form there in mentioned. The form of payment of security deposit includes guarantee executed by Nationalized Schedule ‘A’ Bank, undertaking full responsibility to indemnify Vivekananda Kendra NRL Hospital in case of default.

The said has approached us and at their request and in consideration of the premises we having our office at have agreed to give such guarantee as hereinafter mentioned.

1. We hereby undertake and agree with you that if default shall be made by M/s..... in performing any of the terms and condition of the tender or in payment of any money payable to Vivekananda Kendra NRL Hospital, we shall on demand pay to you in such manner as you direct the said amount of Rupeesonly or such portion thereof not exceeding the said sum as you from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said and to enforce or to forebear from endorsing any powers or rights or by reason of time being given to said which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. (Rupees) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s and /or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said, but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to (Rupees.). Our guarantee shall remain in force until unless a suit or action to enforce a claim under Guarantee is filled against us within six

(-16-)

months from (Which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relived and discharged from all liabilities thereunder.

6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the power of Attorney dated granted to him by the Bank.

Yours faithfully,

_____ Bank
By its Constituted Attorney
Signature of a person duly
Authorized to sign on behalf
Of the Bank.

To:

The Medical Director/ Medical Superintendent,
Vivekananda Kendra NRL Hospital
NRL Township, Numaligarh
Assam-785699.

Dear Sir,

Sub : Commercial Offer

Name of Work : "Setting up and operating a Pharmacy / Chemist Shop" in the premises of VKNRL Hospital for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices "

Tender No. : VKNRL/ADM/TR/18/02

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

1) Uniform Discount on the Printed Maximum Retail Price offered on all items of supply-

Sr.No.		Discount offered (in figures)	Discount offered (in words)
1.	All items	-----	

2) I also undertake to keep the above quoted rate of uniform discount on the Printed Retail Price on all items available for sale valid, till duration of this contract.

3) I also undertake that in case of discrepancy of quote in figure and words above, then the highest discount mentioned either in words or in figures will be considered for bid evaluation.

Signature: _____

Name: _____

Rubber Stamp

EXPERIENCE OF OPERATING PHARMACY DURING THE LAST FIVE (05) YEARS

Name of Work : “Setting up and operating a ” Pharmacy / Chemist Shop” in the premises of VKNRL Hospital for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices “ (TENDER NO.: VKNRL / ADMN/TR/ 18/ 02)

Name of Bidder : _____

Sl. No.	Full postal address where pharmacy was operating	Period from	Period to

(SIGNATURE OF THE BIDDER)

Name of Work : "Tender for setting up and operating a Pharmacy / Chemist Shop" in the premises of VKNRL Hospital for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices (VKNRL/ADM/TR/18/02)

Name of Bidder : _____

CHECKLIST FOR SUBMISSION OF BIDS

Bidders are requested to fill this checklist and also to ensure that the details/ documents have been furnished as called for in this bidding document.

Please tick (✓) the box for this details furnished in the bid.

1. Valid Drugs Licence under the provisions of Drugs and cosmetics Act, 1940 & rules made there under.
2. Copy of GST Registration Certificate
3. Audited annual turnover
4. Sales tax clearance certificate
5. EMD
6. Declaration regarding the chemist must not have been convicted by the State Drugs Authorities
7. Past experience certificate

(SIGNATURE OF THE BIDDER)