

**Tender for Chemist Shop for sale of
Medicines, Drugs and Surgical Items**

At

**All India Institute of Medical Sciences,
Rishikesh**

NIT Issue Date	:	06-04-2017
NIT No.	:	24/Chemist shop/204/2017/Rish/Admn
Pre Bid Meeting	:	17.04.2017 at 3:00PM
Last Date of Submission	:	28.04.2017 at 3:00PM.

Sign of Bidder

Tender Enquiry No. 24/Chemist Shop/204/2017-RISH (ADMN)

Checklist for submission of tender for Chemist Shop for sale of medicines, drugs and surgical items, All India Institute of Medical Sciences, Veerbhadra Marg, Pashulok, Rishikesh, Dehradun.

(This checklist duly filled should be enclosed with the tender form)

All the documents enclosed with the tender form should be numbered and signed.

Name of the tenderer _____

Shop Name and Site/Location _____

Sr. No.	Documents	Photocopy enclosed Yes / No	Page No
1	All the pages of tender form are signed (please write Yes/No)		
2	Earnest money by FD/TD/CD enclosed vide No. _____ dated _____ for Rs. _____ Drawn at bank		
3	Residence Proof duly attested Name of document:		
4	Self Attested photocopy of the Ownership Document, in case of firm/joint venture a Partnership Deed/joint venture agreement and Registration Certificate under Companies Act along with memorandum of association etc. as the case may be.		
5	In case of firm/company/ joint venture firm, self Attested photocopy of authority to negotiate and sign tender and licence deed on behalf of the firm/company/ joint venture.		
6	Copy of audited Balance Sheets (duly attested) of last three years.		
7	Attested copies of VAT Returns submitted in last three years.		
8	Self Attested photocopy of the valid licence for sale of drugs/medicines issued by appropriate Drug Controller under the Drug and Cosmetic Act 1940 for carrying out business of selling of medicines etc.		
9	Affidavit to the effect that the firm/individual will submit concurrent certificate of only one shop at a time from the AIIMS for running the trade mentioned in this tender.		
10	Affidavit to the effect that the firm/individual is not blacklisted by any Govt. Organisation and that no criminal case or any economic offence is pending under any Court of Law/Registered with Police		
11	Self Attested photocopy of VAT Registration Number/TIN number.		
12	PAN number and photocopy of PAN Card Number (self attested).		
13	Bio-data of the Pharmacist/Pharmacists to be deployed in the Chemist Shop along with attested copy of registration certificate with pharmacy council.		
14	A Passport size photographs duly self attested should be pasted on the tender form at last page.		
15	Price Bid(Annexure-III)		

Note:

There should be no cutting/overwriting in quoting the price bid.

Tender form is not transferable.

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**ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
AIIMS (RISHIKESH)
TENDER FORM**

**Cost Rs. 1000/-
Vat 145/-
Total Cost. 1145/-**

Name of tenderer.....

Dated.....

Receipt No./DD.No.....

Dated:.....

Terms and conditions for licensing out built up Chemist Shop for sale of medicines, drugs and surgical items, AIIMS, Virbhadra Marg, Rishikesh, Dehradun, Uttarakhand.

1. Tender must be submitted in two sealed envelopes separately i.e., the tender form duly signed on every page along with all the required documents in one envelope (**Envelope-A**) and price bid/financial bid on the prescribed Performa in the second envelope (**Envelope-B**). Both the envelopes are to be sealed in Master Envelope and the name of tenderer and shop with address should be clearly mentioned on the envelopes. Those who fail to follow this procedure may be disqualified forthwith.

EARNEST MONEY

2. Tender must be accompanied with Earnest Money Deposit (EMD) amounting **Rs. 2,00,000/- (Rupees Two lacs only)** in the form of **FD/TD/CD in favour of AIIMS, Rishikesh payable at Rishikesh with the validity period of minimum of 24 months from issue of tender notice of the said shop/site.** No other format for Earnest Money deposit would be accepted.

RECEIPT & OPENING OF TENDERS

3. Tender should reach in the office of Administrative Officer, AIIMS, Rishikesh upto **28-04-2017** on or before **03.00 P.M.** Tender document/technical bid shall be opened on same day at **03:30 P.M.** (in the presence of tenderers or their authorized representative) In case, the last date of receipt of tenders happens to be a holiday/bank holiday in Rishikesh, the tenders will be received till the next working day upto the same time. The tender document containing technical bid form, financial bid form, technical description & terms & conditions can be purchased from AIIMS, Rishikesh from **06-04-2017 to 28-04-2017** between 10.00 AM to 02.00 PM on non-refundable payment of Rs.1145/- (Rupees one thousand one hundred forty five only) or can be downloaded from website www.aiimsrishikesh.edu.in . Those who download the tender document from website should enclose DD/Pay order for Rs. 1145/- (Rupees one thousand one hundred forty-five only) (non-refundable) in favour of "AIIMS Rishikesh", Payable at Rishikesh, not later the date of **27-04-2017** alongwith their technical bid in the Cover-I "Technical Bid".

4. Earnest Money/qualification documents etc., already deposited with the Institute in connection with any other case/tender shall not be considered.

PRE-QUALIFICATION DOCUMENTS

5. The following pre-qualification documents are to be submitted along with the tender form in a separate envelope from the envelope containing the commercial bid. However, the tenders received without any of the following documents, may render the tender invalid and the commercial bid would not be opened: -

a) The applicant must be resident of India and one of the following documents (self-attested) mentioned will be submitted as a proof of residence namely: -

- | | |
|-------------------------|---|
| (i) Passport | (ii) Ration Card |
| (iii) Driving Licence | (iv) Water/Electricity bill (Latest) |
| (v) Voter Identity Card | (vi) Telephone Bill. (BSNL .L.L Latest) |
| (vii) Smart Card | (viii) Addhar Card |

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- b) Self Attested photocopy of the Ownership Document, in case of firm/ joint venture a Partnership Deed/ joint venture agreement and Registration Certificate under Companies Act along with memorandum of association etc. as the case may be.
 - c) In case of firm/company/ joint venture, self Attested photocopy of authority to negotiate and sign tender and licence deed on behalf of the firm/company.
 - d) The applicant/firm must have minimum average annual turnover of **Rs.3 Crore** in the field of sale of drugs during last three years. In support (proof) of annual turnover the following documents should be enclosed with the tender form:
 - a. Copy of **audited Balance Sheets** (duly attested) of last three years.
 - b. Attested copies of **VAT Returns** submitted in last three years.
 - c. Govt./Semi Govt. supply orders
 - e) Self Attested photocopy of the valid licence for **sale of drugs/medicines** issued by appropriate Drug Controller under the Drug and Cosmetic Act 1940 for carrying out business of selling of medicines etc.
 - f) Affidavit to the effect that the firm/individual will submit non-conviction certificate issued within 15 days after the allotment of shop. The Non-conviction certificate should be furnished within 15 days after allotment & should be after the date of publication of tender notice.
 - g) Affidavit to the effect that the firm/individual will submit concurrent certificate of only one shop at a time from the AIIMS for running the trade mentioned in this tender.
 - h) Affidavit to the effect that the firm/individual is not blacklisted by any Govt. Organisation and that no criminal case or any economic offence is pending under any Court of Law/Registered with Police (**Annexure-I**).
 - i) Self Attested photocopy of **VAT** Registration Number/TIN number.
 - j) PAN number and photocopy of PAN Card Number (self attested).
 - k) Bio-data of the Pharmacist/Pharmacists to be deployed in the Chemist Shop along with attested copy of registration certificate with pharmacy council.
 - l) Two Passport size photographs duly self attested should be pasted on the tender form at last page.
 - m) The bidder must have the experience of operating a pharmacy or supply of medicines in 200 or more bed govt. Hospital in last 2 years.
6. Bidders are not allowed to submit more than one bid anytime during the tendering process else all his bids shall be cancelled thereby making him disqualified in addition to the forfeiture of the EMD.

IMPORTANT NOTE:-

- i) This tender form cannot be sold / transferred to anybody who has not purchased the form.
- ii) Only original purchaser of the form has right to bid. No bid can be made on behalf of the purchaser.
- iii) The person who gives his tender to other person shall be debarred for next two years from dealing with the AIIMS.
- iv) Price bid once submitted with tender cannot be revised (unless or otherwise negotiated after opening of tender/bid).
- v) The person who backs out after bidding will be debarred for next three years from dealing with the AIIMS. His/her earnest money shall also be forfeited.
- vi) The licensee of the same shop /site is eligible to participate in the tender subject to that his/her licence is not terminated for any violation/reason.
- vii) The licence will be given on CPWD rates according to the space allotted.

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Tender Enquiry No. 24/Chemist Shop/204/2017-RISH (ADMN)**OTHER CONDITIONS REGARDING ALLOTMENT OF SHOP**

7. The tenderer who do not have any licence of similar trade from AIIMS on the date of filling of this tender shall submit an affidavit to the effect that:

- *“the applicant/firm either himself/herself or through any partner/close relation i.e., wife/husband/son/daughter/father/mother does not already have a concurrent licence from the AIIMS for running the trade mentioned in this tender”.* (**Annexure-II(a)**)

8. *Note: A Licensee cannot have more than one licence of the shop of similar trade from AIIMS and in case at any stage it is found that he/she or through any partner/close relations i.e. wife/husband/son/daughter/ father / mother has any interest / share / partnership in any other shop of the similar trade, the licence shall stand terminated / cancelled & his/her/their PBG forfeited.*

9. The licence will be given on CPWD rates according to the space allotted for **2+1 years** (subject to satisfactory services) which is awardable in order of highest discount but can be terminated on immediate notice for the purpose of any action in case of default. In case the first highest discount offered backs out and fails to take possession of the premises he/she will be debarred for three years and the earnest money shall be forfeited and the next two tenderer(s) in order of discount may be considered for/offer the license as per direction of the Authority. If, the next two tenderer(s) also back(s) out and fail(s) to take possession of the premises, their earnest money shall also be forfeited, debarred for next two years, the tender may be cancelled and the fresh tender will be floated.

10. This is purely a contractual relationship to ensure availability of quality medicines at minimum price to the patients. No tenancy or any sort of right is intended to be created upon the premises as given for this purpose. The bidder is bound to vacate the premises immediately on termination of this license for selling of medicine & surgical items.

11. The Director, AIIMS, reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever, and without any prior notice to the tenderers whatsoever.

12. Licence fee should be mentioned both in figures as well as in words, wherever required.

DOCUMENTS/PAYMENTS TO BE SUBMITTED BY SUCCESSFUL TENDERER (S)

13. (i) Documents/payments are to be submitted/deposited by the successful bidder within **15 days** from the issue of licence memo or before taking over the possession of the premise whichever is earlier. The possession of the premises will be given after the submission of the following documents: -

- a) Licence Deed on Non-Judicial Stamp Papers Worth Rs.10/-.
- b) One-Month Advance Licence Fee Plus Service Tax.
- c) Licensee should deposit the Police Verification Report receipt within 15 days of taking over the possession of the shop and must deposit the Police Verification Report within 03 months from the issue of the allotment letter of the premises.

(ii) In addition to above, the successful bidder shall submit a BG/FD/TD/CD pledged in favour of Director, AIIMS, Rishikesh issued by any local nationalized bank, worth **Rs. 5,00,000/- (Rupees five lacs only)** as Surety which shall remain valid upto two month after the expiry of the licence period, within a month of taking over possession. Failure to submit the Bank Guarantee/pledged FDR in time shall attract a fine of **Rs.1000/-** per day and if delay is more than 15 days, the offer of licence is liable to be terminated.

Note: *If the licensee does not submit the aforesaid documents/payments within the stipulated period a fine @ **Rs.1000/-** per day will be charged for each day of delay beyond the stipulated period, till the actual deposit of the same. In this case allotment is also liable to be cancelled; EMD forfeited and offer may be made to the 2nd or 3rd highest bidder as per the decision of the licensor.*

(iii) EMD of the allottee/licensee will be refunded only after submission of the bank guarantee/ Pledged FDR and in case of non-submission of bank guarantee, the same will be kept as security till submission of the bank guarantee/pledged FDR and may be adjusted against dues, if any. However, in case the allottee/licensee without submitting the bank guarantee/pledged FDR, terminate or

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submits vacation/termination notice before expiry of one month from the date of possession, his/her EMD shall be forfeited.

14. The tenderer will be sole proprietor of the firm, and if not, the document-governing letter of Authority from the firm shall be furnished along with the documents mentioned in the para-13 above.

SPECIFIC CONDITIONS

15. The licensee must give medicines/consumables/surgical implants, Instruments etc. to the patients against valid prescription by the Doctors at a minimum of discount offered on MRP in tender.

However, the licensee would be free to give higher discount. There are medicines/ consumables on which MRP or MRP in Indian Rupees is not mentioned. In such cases, the chemist should ensure that MRP is printed or stamped on such items and should also ensure that the market price of such items is displayed at the shop and they should not charge more than the rate charged by chemist in the market.

16.

a) The list of drugs in categories described in appendix III will be modified in light of new gazette notifications issued by Government of India from time to time.

b) The MRP in no case shall be higher to the similar items as available in the open market.

c) 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/complaint 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.

d) The licensee shall ensure that all the medicines and consumable / surgical items (particularly life saving drugs) which are prescribed by the AIIMS doctors are available at the shop.

e) The licensee will keep drugs manufactured by companies of international repute who are supplier of medicines to major drug regulatory regions of world like The USA, European Union or Japan.

f) The licensee shall not keep any spurious/substandard (as defined in Drugs and Cosmetics Act, 1945) medicines.

g) The licensee will have to install a separate refrigerator for storage of vaccines. This refrigerator would be as per the technical specification attached with tender document in order to maintain the cold chain for vaccines available in the outlet and also submit the detail of branded refrigerator of horizontal shape manufactured for the purpose. The licensee will ensure the functioning of this refrigerator round the clock and maintain a twice daily log book of temperature chart and also keep the similar refrigerator as standby, if the need be. The licensee will not store non vaccine drugs in this refrigerator (**Annexure-I**).

h) The licensee will ensure use of bar-coding on each item and optical scanner at point of sales.

17. The licensee shall sell only reputed brands of surgical items.

18. For each sale the licensee shall issue a computer generated receipt which will include:

- (a) Sr. No.
- (b) Name of the medicine
- (c) For consumables (C) / surgical (S)
- (d) the batch
- (e) lot No.,
- (f) dates of manufacturing
- (g) date of expiry
- (h) discount
- (i) net amount

19. a) The un-used items will be taken back within three days of the discharge / final treatment of the patient, subject to the condition that the date of expiry, MRP and batch No. is printed and clearly visible on the medicines/surgical items being returned. Any applicable tax already charged and which cannot be refunded will be borne by the patient. The drugs should also be taken back if the patient presents the bill of the same, in case the details mentioned above are not available on the remaining drug strip.

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b) The licensee shall display the scheduled time for exchange/return of the medicines and depute an extra salesman for this purpose.

c) The licensee shall display the names and contact nos. of the person to whom the complainant can contact in case of any difficulty and display on the boards.

20. a) For the purpose of trade, the licensee at his own cost shall ensure display of rates (important items) and discount to be charged by him from the customers and other relevant terms and conditions. He shall not charge in excess of the rates as mentioned at clause 15 above duly adjusted for applicable discount.

b) The licensee shall ensure provision and sale of quality products, medicines and drugs etc. and in no case the items as above which are spurious, soiled, damaged, post-dated and expired would be stocked or sold by the licensee. Breach of these conditions will entail immediate suspension and cancellation of the license. The products shall conform to the rules & laws of the Govt. regarding their sale.

c) The licensee must give receipt of all sold items to the customers without any demand failing which a penalty of Rs. 5,000/- will be imposed upon the licensee for every lapse and his licence may also be liable for termination by the Director, AIIMS, Rishikesh.

d) No substitution of the prescribed medicines is to be allowed as per clause-15 above.

e) If any instance of default regarding Clause No.14, 15 and 19 (a, b & d) is noticed, the penalty as ordered by the DDA of AIIMS, Rishikesh will be imposed and his tender is also liable to be terminated. The decision of the Director, AIIMS, Rishikesh, in this case shall be final and binding.

21. The licensee will stock or sell small quantity of mineral water (not more than 50 bottles can be kept for the purpose) and not allowed to stock ordinary (except medicated) bathing soap, talcum powder toothpaste / brushes etc.

Important Note:

i. The overall control and supervision of the said space will remain vested in the Licensor and the officials of the Licensor shall at any time, be entitled to inspect the premises under Licence with respect to its bonafide use and in connection with the fulfilment of the other terms and conditions of the agreement. Periodical inspection by the duly constituted monitoring committee will also be carried out to verify the stock position of the medicines, cold chain maintenance, bar coding etc. The licensee is required to correct and adopt all the measures immediately, as advised by the committee for smooth running of the shop.

ii. The licensee and all its employees will always prove their Identity through I.D. Cards issued by owner/management of licensee after due police verification. A list of all the employees with their full details is required to be submitted to the Administrative Office, AIIMS, Rishikesh. Licensee will also follow instruction for management of the Institute issued time to time.

PERIOD OF LICENCE

22. *The licence shall initially be for a period of **two years** (subject to satisfactory services) with 10% increase every year in the licence fee for the second year onwards. The licence is further extendable for another one year by the AIIMS subject to the satisfactory service of the licensee and may be extended entirely on the discretion of the Director, AIIMS, Rishikesh, for terms and increase in monthly licence fee for each term as deemed fit by the authorities. The licensee shall not be eligible for such extension as a matter of right whatsoever, and the decision of the Director, AIIMS, shall be final and binding on the license which can be determined / terminated on an immediate notice by the Director AIIMS, Rishikesh without any liability for any claim for damages/case of profit or opportunity from the bidder.*

Note: A Licensee cannot have more than one licence of the shop of similar trade from AIIMS, Rishikesh and in case at any stage it is found that he/she or through any partner/close relations i.e.

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son/daughter/ father/mother/spouse has any interest/share/partnership in any other shop of the similar trade within the radius of 1 km from the Institute, the licence shall stand terminated/cancelled & his/her/their PBG forfeited.

POSSESSION OF THE PREMISES

23. Failure to occupy the premises **within 15 days** of issue of acceptance/licence letter may result in forfeiture of earnest money and cancellation of licence. In case the licensee, after acceptance of letter of licence of the premises, fails to furnish all the required documents and/or take possession of the said premises within **15 days** from the date of issue of letter of licence, he shall be charged licence fee at the rates quoted by him from such date upto the period/date, alternative arrangements for running the said premises are made by the Institute. The possession of the premises is purely for the purpose of this license rather than creating any direct/indirect right of any nature out of such possession over the premises. The bidder shall be liable to immediate vacate the shop on termination of this license to run chemist shop.

24. The licensee shall use the premises solely for the purpose for which it has been licensed out, and for no other purpose and he shall not part with the premises/sub-let the premises to any one directly or indirectly or creating any tenancy or other legal right out of such possession.

PAYMENT OF LICENCE FEE

25. The licensee shall pay to the licensor monthly licence fee in advance and without demand by 7th of each month along with Service Tax or any other tax/Cess imposed or revised by the competent authority from time to time. The licence fee for the first month shall be paid within **15 days** from the issue of letter / memo. of licensing out of the said space and before taking possession. In case of failure to pay, licence is liable to be withdrawn. The licensee shall pay interest @18% p.a. on licence fee due from him, if he/she does not pay the same on due date, but will not be permitted to do so beyond one month and thereafter his licence is liable to be cancelled and the PNG forfeited.

26. The licensee will deposit licence fee in cash or by crossed Bank Draft of any scheduled bank at Rishikesh, in favour of AIIMS, Rishikesh. Such license fee is against the right to run chemist shop by the way of license rather than construing a rent for the shop.

PAYMENT OF ELECTRICITY / WATER CHARGES

27. In addition to the licence fee the licensee shall pay the bills of electricity/water according to the reading of electricity/water meter to be installed by him at his own cost and the arrears, if any will be recovered from the PBG. In case separate electricity/water meter is not installed, the licensee shall pay the charges of electricity/water at flat rates fixed by the Superintending Engineer, AIIMS, Rishikesh from time to time. The licensee will pay the electricity/water bills raised by the Institute within 10 days from the issue of bill failing which the electricity/water supply will be disconnected without any intimation and the arrears if any will be adjusted from the amount of PBG deposit.

BANK GUARANTEE / PLEDGED FDR

28. In addition to the above, the licensee will give within one month of taking over the possession, a BG/FD/CD/TD pledged in favour of AIIMS Rishikesh issued by any local nationalized bank, of **Rs. 5,000,00/- (Rupees five lakhs only)** as performance guarantee, as per the conditions mentioned in the paras above, which shall remain valid till one month after the expiry of licence period. Non-submission of bank guarantee/pledged FDR within one month of taking over the possession shall attract penalty of **Rs.1000/- per day** and if the delay is more than 15 days the license is liable to be terminated. ***The licensee will give pledged FDR from his / her own bank account /firm account and pledged FDR from the account of third party / any other person / firm shall not be considered.***

EMD of the allottee / licensee will be refunded only after submission of the bank guarantee/ Pledged FDR and in case of non-submission of bank guarantee the same will be kept as security till submission of the bank guarantee / pledged FDR and may be adjusted against dues, if any. However, in case the allottee / licensee without submitting the bank guarantee / pledged FDR, terminate or submits vacation / termination notice before expiry of one month from the date of possession, his / her EMD shall be forfeited.

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29. In the event of breach or non-observance of any of terms and conditions of this licence, the Director may forfeit the PBG either in full or in part thereof in addition to termination of licence on immediate basis.

LICENCE DEED

30. The licensee shall execute necessary licence deed specifying the terms and conditions as mentioned herein, on the Non-judicial stamp papers worth Rs.100/- at his own cost, within **15 days** from the issue of licence memo, along with other documents/ payments, failing penalty as mentioned above shall be imposed.

MAINTENANCE OF THE PREMISES

31. (a) The licensee shall keep the premises in a clean sanitary and tenable condition and shall pay for the cost of making good any damage thereto or to adjacent premises, caused by negligence or misuse of premises by the licensee or before taking over possession which ever is earlier and shall indemnify the licensor against any loss/damage/ additions/ alterations to the premises. **The licensee will get the whitewash / paint done in the shop at his / her own costs from time to time as & when required to keep it intact.**

(b) The licensee shall not store empty packing cases or baskets or any goods or any other material on the open spaces around the premises or any other place from where such goods or material may be visible from outside. The area in front of the said premises shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than the public passage. **The licensee shall not make any addition or alternation in or around the premises without the written consent of the Director.**

(c) The licensee would provide dust free, mosquito and fly free environment. The conditions, which increase the infection, shall not be allowed. The licensor reserves the right to issue directions from time to time for proper sanitation and cleanliness of the premises. These will have to be followed by the licensee.

(d) In case of failure to implement the directions regarding condition and sale of the products and maintenance of the premises, suitable fine may be imposed on him for every lapse by the Director of AIIMS, Rishikesh and his tender is also liable to be terminated by the Director, AIIMS, Rishikesh on immediate notice. The decision of the Director, AIIMS, Rishikesh, in this case shall be final and binding.

(e) The licensee will not sell items at higher rates than the MRP or prevailing market rates and shall give mandatory discount, (*as per Clause 14 above*), failing suitable penalty/fine will be imposed for every laps by the Director, AIIMS, Rishikesh.

(f) The penalty fine so imposed for violation must be deposited within stipulated period failing interest @12% per annum will be charged.

(g) The licensee will not allowed to cook or use gas stove, kerosene stove in the premises.

(h)The licensee shall deal with the general public politely and shall not conduct itself in such away as to cause annoyance to anyone. That in case of any dispute between the licensee and the visitors/staff, the matter shall be referred to AIIMS authority whose decision shall be final and binding upon the licensee.

32. The licensee shall ensure promptness of service at the counter and shall appoint necessary staff for the purpose and shall also ensure that there is no mismanagement on his part or his agents and servants. In case of failure, to implement the directions regarding service at the counter, suitable fine may be imposed by the Director, AIIMS, Rishikesh and his licence is also liable to be terminated by the Director, AIIMS, Rishikesh.

33. The licensee shall not use any electric broadcaster or any other article that may disturb the atmosphere of the Hospital.

34. (a) The licensee shall pay during the terms of licence all the Central/local taxes and cesses for the time being imposed or assessed on the premises by the competent authority from time to time.

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(b) The licensee shall pay service tax on the licence fee as notified by the Central Excise Commissionerate from time to time. The Service Tax should be deposited along with monthly licence fee.

35. a) No obnoxious trade like Bidi, Cigarette, Pan Masala etc., shall be carried on at the premises. The licensee shall ensure strict 'NO SMOKING' inside the premises.

b) Sale/stock of Bubble Gum/Chewing-gum and spitting is banned in the Institute premises. Hence, the licensee will not stock/sell Bubble Gum/Chewing-gum or toffees with gum ingredients at the shop/site, failing suitable penalty will be imposed.

c) The licensee will not keep any display counter / equipment etc. in the 'Veranda' or open space in front of or around the shop allotted failing necessary action will be taken / penalty imposed.

36. Neither this licence nor any of the rights conferred by it shall be transferred or assigned to any other person, nor shall the premises or any part thereof be sublet directly or indirectly.

37. a) The licensee shall not employ any child labour(s) in contravention of the law.

b) The licensee will be fully responsible for implementation of Labour Laws/ Shops & Establishment Legislation including minimum wages, ESI, P.F. & Worker Compensation etc.

c) All salespersons working at the counter 24X7 should be qualified pharmacist. No unqualified/person working in a chemist shop previously should be employed or used as sales person at the counter. AIIMS shall be authorized to check the relevant documents of qualification of any salesperson at the counter randomly.

d) The Licensee shall submit complete details of his/her salesperson with qualifications, year of qualification & institute of qualification at the time of taking the charge of the premises.

38. The licensee would be required to make necessary fire safety arrangement in the shop and also install appropriate number of fire extinguishers in consultation with the concerned Officer of AIIMS to ensure safety and security of the public, self and the Institutes property.

VACATION / TERMINATION NOTICE

39. Notwithstanding anything contained in condition 9 above, the licensor shall be at liberty to terminate this licence by giving **30 days** clear notice ending with the expiry of that month of licence without assigning any reason whatsoever. However, the licensee may terminate this licence by giving **60 days** clear notice. In this case he/she will be debarred for participating in the tender process of all the commercial sites for 2 years / site subsequent to his/her vacation notice and 50% of the one month licence fee will be charged / deducted from the licensee and the same will be deducted from his PBG deposit subject to minimum of Rs.10,000/- and maximum of Rs.50,000/- (Rupees fifty thousand only) (in addition to the cost of re-tendering).

Notwithstanding anything contained in this license, the Director AIIMS, Rishikesh reserves the right to terminate this license with immediate effect upon any violation of these terms that will cause the licensee to immediately stop selling medicines/items & vacate the premises in addition to payment such penalty upto Rs. 5,000/- per day as may be imposed by the Director in case of delay in vacation of the premises. The Director AIIMS, Rishikesh reserves the right to put the lock in addition to blacklisting the firm upto 2 years in case of breach of contract.

The Director, AIIMS, Rishikesh reserves the right to allot the licence to the 2nd or 3rd highest bidder, in case the initial licensee opts to terminate the licence any time during the period of initial allotment of the licence.

Sign of Bidder

Tender Enquiry No. 24/Chemist Shop/204/2017-RISH (ADMN)**BUSINESS TIMINGS OF THE PREMISES**

40. The timings of the said premises for providing services shall be **round the clock in all days (including holidays)**. The presence of licensee or his persons shall be ensured during the said working hours, otherwise it would be a violation of the terms and conditions calling for termination of licence followed by immediate eviction.

ARBITRATION

41. Any dispute arising out of this contract at any stage shall be referred to the Director, AIIMS, Rishikesh whose decision shall be final and binding upon both the parties.

VACATION OF THE PREMISES AFTER EXPIRY/REVOCAION OF LICENCE

42. The licensee shall deliver the vacant possession of the premises to the Director, AIIMS after the expiry or revocation of the licence. In case, the licensee fails to handover the vacant possession after expiry of licence period, he will be liable to pay 5 times of monthly licence fee after the termination or licence period has expired unless it is extended by the Director, AIIMS, Rishikesh. In case of non-deposit of the fine as above, the same is liable to be deducted from the PBG deposit.

43. The licensee shall permit access to the Director, or his duly authorised person(s) or representative(s) at any time for the purpose of inspecting the premises and the trade or business carried therein.

44. The Director, AIIMS, may modify, impose or relax any clause in the terms and conditions as per its sole discretion.

45. In case of breach of any of the terms and conditions of this licence, the Director, AIIMS, Rishikesh may revoke this licence and forfeit the PBG/EMD and the licensee shall thereupon forfeit all the rights hereunder, and shall remain liable for any sum then due, from him and also for any damage or loss which may be caused to the licensor by reason of such default or for making any alternative arrangement for running the said premises.

46. The successful Bidder shall at all times agree to indemnify and keep indemnified the purchaser against all losses, damages which may arise in respect of action/inactions of such Bidder or breach of any term of this tender by such Bidder. All claims regarding indemnity shall survive the termination of the contract with such Bidder.

47. The Courts at Rishikesh/ Dehradun alone and no other Court will have the jurisdiction to try the matter, dispute or reference between the parties arising out of this tender/supply Order/contract.

Sign of Bidder

Tender Enquiry No. 24/Chemist Shop/204/2017-RISH (ADMN)

I / We accept all the terms and conditions mentioned above and hereby tender discount offered as per sealed envelope, attached separately (envelope-B).

EMD detail :

FD/TD/CD

No.....

Dated.....

for Rs.

at scheduled Bank.....

Branch

Affix attested
latest Passport
Size Photograph
with date.

(Signature of tenderer(s))

PAN Number

(Enclose attested Photocopy)

(Individual/Firm/company/other)
(Affix stamp except individuals)

Dated: _____

Name in full (of tenderer).....

Date of Birth.....

Father/Husband's Name.....

Address for correspondence.....

Phone No.....

Mobile No.....

Permanent Address.....

Phone No.....

Mobile No.....

Witness – I

Witness - II

Signature:.....

Signature.....

Name

Name.....

Address

Address.....

.....

.....

Phone No.....

Phone No.....

Mobile No.....

Mobile No.....

(Tenderer must sign on each page of Tender Form)

Sign of Bidder

Tender Enquiry No. 24/Chemist Shop/204/2017-RISH (ADMN)

ANNEXURE -I

PROFORMA FOR AFFIDAVITE

TO BE WRITTEN ON NON-JUDICIAL STAMP PAPER OF RS. 10/-

(TO BE ATTESTED BY A MAGISTRATE 1ST CLASS OR OATH COMMISSIONER)

I,..... S/o
R/o..... Police Station..... District.....
Contractor/ partner, + or sole proprietor (Strike out the work which is not applicable) of (firm or contractor) do hereby declare and solemnly affirm that:

- (i) I am/my firm/company is not blacklisted by Union or any State Govt./ Organisation.
- (ii) No individual/firm/companies blacklisted by the Union or State Government or any partner or shareholder thereof, have any connection directly or indirectly with or has any subsisting interest in business of my firm.
- (iii) I am or my partner are not involved / convicted in any criminal case / economic offence and no criminal case/economic offence is pending against me or my partner in any court of Law /Registered with police.

Dated:-.....

Deponent

VERIFICATION

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

Deponent.....

Tender Enquiry No. 24/Chemist Shop/204/2017-RISH (ADMN)

ANNEXURE-II

Affidavit as per Clause 7 of the tender to be given by the tenderer who do not have any licence of similar trade from AIIMS on the date of filling of this tender :-

AFFIDAVIT

I,.....
S/o Sh.....
R/o..... Police Station..... District.....
Contractor/ partner, + or sole proprietor (Strike out the work which is not applicable) of (firm or contractor) do hereby declare and solemnly affirm that :-

“The applicant/firm either himself/herself or through any partner / close relation i.e., wife/husband/son/daughter/father/ mother does not already have a concurrent licence from the AIIMS for running the chemist Shop in the AIIMS premises.

Dated:.....

Deponent

VERIFICATION

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

Deponent.....

Sign of Bidder

Tender Enquiry No. 24/Chemist Shop/204/2017-RISH (ADMN)

TO BE SUBMITTED IN SEPARATE ENVELOPE (Marked – B)**ANNEXURE-III****PRICE BID**

From:

Complete address of the bidder
with Phone/Fax & Mobile No.

To

The Director
AllMS, Rishikesh
Virbhadr Marg,
Rishikesh-249 201

Dear Sir,

I/We hereby offer to sell 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.	Categories	Maximum % Discount offered (in figures) (A)	Maximum % Discount offered in words.	Weightage (B)
1	Drugs covered under Drug Price Control Order of Government of India (should not be less than 15%)		0.15
2	Drugs NOT covered under Drug Price Control Order of Government of India (should not be less than 40%)		0.40
3	Hospital Consumables (should not be less than 50%)		0.50
Cumulative Discount				

- 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) L1 will be decided on maximum cumulative discount offered by the firms. **(Please see next page for the calculation of Cumulative Discount)**

Signature _____ Name _____

Sign of Bidder

Tender Enquiry No. 24/Chemist Shop/204/2017-RISH (ADMN)

For Eg: Firm 1 has quoted the below discounts

Sr. No.	Categories	Maximum % Discount offered (in figures) (A)	Maximum % Discount offered in words.	Weightage (B)
1	Drugs covered under Drug Price Control Order of Government of India	25% (A1) (should not be less than 35%)		0.15 (B1)
2	Drugs NOT covered under Drug Price Control Order of Government of India	45% (A2) (should not be less than 15%)		0.40 (B2)
3	Hospital Consumables	70% (A3) (should not be less than 50%)		0.50 (B3)
Cumulative Discount				

$$\text{Cumulative Discount} = A1 \cdot B1 + A2 \cdot B2 + A3 \cdot B3$$

$$\text{Cumulative Discount} = 25 \cdot 0.15 + 45 \cdot 0.40 + 70 \cdot 0.50$$

$$\text{Cumulative Discount for Firm 1} = 56.75$$

Sign of Bidder