

Tender Enquiry No. 24/Chemist Shop/441/2018-RISH (ADMN)

All India Institute of Medical Sciences
Veerbhadra Marg, Pashulok,
Rishikesh-249203



Tender document for
Allotment of Chemist Shop
AIIMS, Rishikesh

Ref. No.	:	24/Chemist Shop/441/2018-Rish(Admn)
Publishing Date	:	24/08/2018 at 9.00 AM
Pre-Bid Meeting	:	17/09/2018 at 3.00 PM
Bid Submission Start Date	:	22/09/2018 at 9.00 AM
Last Date of Bid Submission:	:	01/10/2018 at 3.00 PM
Bid Opening	:	03/10/2018 at 3.30 PM

Tender documents may be downloaded from institute's web site www.aiimsrishikesh.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>

Sign of Bidder

Tender Enquiry No. 24/Chemist Shop/441/2018-RISH (ADMN)**TENDER NOTICE**

**For Allotment of Chemist Shop at
AIIMS, Rishikesh, Virbhadra Marg, Rishikesh, Dehradun
Dated: 24-08-2018**

1.E-tenders in Two Bids (Technical & Financial) are invited on behalf of the Director, All India Institute of Medical Sciences, Rishikesh from interested and eligible & authorised distributors/dealers, for **allotment of Chemist Shop** at AIIMS Rishikesh.

2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

3. The complete bidding process is online. Bidders should be possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at [0135-2462915](tel:0135-2462915).

4. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.

5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

6. Hard Copy of earnest money deposit and tender fee etc. must be delivered to AIIMS, Rishikesh on or before last date/time of Bid Submission as mentioned above. The bid without EMD and tender fee will be summarily rejected.

7. The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

8. Any future clarification and/or corrigendum(s) shall be communicated through <https://eprocure.gov.in/eprocure/app> or through our website: www.aiimsrishikesh.edu.in. The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only these bids, taking care of such corrigendum(s) shall be considered for finalisation of the tender. The technical bids shall be opened on the same day at 03.30 PM at Tender Opening Room, AIIMS, Rishikesh. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the appointed time.

9. Bidder should necessarily enclose a covering letter mentioning a summary of applied document with proper numbering. Secondly, bid should also attach a compliance sheet as per specification mentioning that they are complying to all specification or have any variation.

10. The pre bid conference would be held on **17/09/2018 at 03.00 PM** in the office of Tender Opening Room, AIIMS, Rishikesh. All firm's representative who are attending the pre bid meeting, shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee and submit the same in writing on its letter head.

Sign of Bidder

Tender Enquiry No. 24/Chemist Shop/441/2018-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 demand draft/pay order enclosed vide draft No._____ dated_____ for Rs._____ Drawn at bank		
3	Performance certificate on Rs.100/-stamp paper duly attested by CA.		
4	Self-Attested photocopy of the Ownership Document, in case of firm a Partnership Deed and Registration Certificate under Companies Act along with memorandum of association etc. as the case may be.		
5	In case of firm/company, self-Attested photocopy of authority to negotiate and sign tender and licence deed on behalf of the firm/company.		
6	Last three-year balance sheet to be provided.		
7	Attested copies of GST Returns submitted till date.		
8	Performance certificate from Govt.Hospital/PSU		
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 or the firm/individual was not terminated from the award of work from any Institute.		
11	Photocopy of GST Registration Number/TIN number attested by Gazeted officer.		
12	PAN number and photocopy of PAN Card Number attested by Gazzeted officer.		
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	Undertaking on Rs.100/- stamp paper that all formalities and certificates applicable from Drug Authority will be provided by the bidder if shop is allotted by AIIMS.		
15	Performance certificate from CA		
16	Character certificate of Prop./Director on Rs.100/- stamp paper		
17	ISO Certificate attested by Gazzeted officer		

Sign of Bidder

Tender Enquiry No. 24/Chemist Shop/441/2018-RISH (ADMN)

Terms and conditions for licensing out built up Chemist Shop for sale of medicines, drugs and surgical items, etc., 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. 5,00,000/- (Rupees Five lacs only)** in the form of **FD/TD/CD/BG in favour of AIIMS, Rishikesh payable at Rishikesh with the validity period of minimum of 3 months from issue of tender notice of the said shop/site and MSME bidders are exempted for EMD.** No other format for Earnest Money deposit would be accepted.

RECEIPT & OPENING OF TENDERS

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

PRE-QUALIFICATION DOCUMENTS

4. 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) Self-Attested photocopy of the Ownership Document, in case of firm a Partnership Deed and Registration Certificate under Companies Act along with memorandum of association etc. as the case may be.
- b) In case of firm/company, self-Attested photocopy of authority to negotiate and sign tender and licence deed on behalf of the firm/company.
- c) The applicant/firm must have minimum average turnover of Rs.150 Crore 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 by CA** of last three years.
 - b. Attested copies of **VAT Returns** submitted in last three years.
 - c. Copy of return of Income Tax of last three years.
 - d. There will be relaxation on turnover on case to case basis for Start-up firms registered by Government of India under Start-ups scheme as per orders of Ministry of Commerce, Government of India.
- d) 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.
- e) 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 as per Para 10 of technical bid by Prop./Director. (**Annexure-I**).
- f) Self-Attested photocopy of **GST** Registration Number/TIN number.
- g) PAN number and photocopy of PAN Card Number (self-attested).
- h) Bio-data of the Pharmacist/Pharmacists to be deployed in the Chemist Shop along with attested copy of registration certificate with pharmacy council.

Sign of Bidder

Tender Enquiry No. 24/Chemist Shop/441/2018-RISH (ADMN)

- i) .
- j) A detailed list is to be provided of all items with Brand Name & its manufacturing Company/supplying company.
6. If more than one tender is received from one/ single firm or its partners or director of the company the tender with the highest discount from the said firm will be entertained.

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 licence will be given on Govt. rates according to the space allotted.

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., 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. 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 Govt rates according to the space allotted for **3+1 years** (subject to satisfactory services) which is awardable in order of highest discount and shall be governed by the provisions of the Public Premises (Eviction/ Regulations) Act and rules framed there under from time to time for the purpose of any action in case of default. In case the first highest discount offerer 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. 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.

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

11. (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 which ever 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.

Sign of Bidder

Tender Enquiry No. 24/Chemist Shop/441/2018-RISH (ADMN)

(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. 50,00,000/- (Rupees Fifty 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.

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

12. The tenderer will be sole proprietor of the premises, and if not, the document-governing letter of Authority from the firm shall be furnished along with the documents mentioned in the para-12 above.

SPECIFIC CONDITIONS

13. The licensee shall/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.

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

b) 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**).

15. The licensee shall sell only reputed brands of both medical and surgical items.

16. 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

17. 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.

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

Sign of Bidder

Tender Enquiry No. 24/Chemist Shop/441/2018-RISH (ADMN)

- 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.
18. 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 13 above.
- 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.

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.

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. 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.*

POSSESSION OF THE PREMISES

21. 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.
22. 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.

Sign of Bidder

Tender Enquiry No. 24/Chemist Shop/441/2018-RISH (ADMN)**PAYMENT OF LICENCE FEE**

23. The licensee shall pay to the licensor monthly licence fee in advance and without demand by 7th of each month along any 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.

24. The licensee will deposit licence fee only through online transfer at Rishikesh, in favour of AIIMS, Rishikesh.

PAYMENT OF ELECTRICITY / WATER CHARGES

25. 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

26. 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. 50,000,00/- (Rupees Fifty 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.

27. 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.

LICENCE DEED

28. The licensee shall execute necessary licence deed specifying the terms and conditions as mentioned herein, on the Non-judicial stamp papers worth Rs.5/- 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

29. (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.**

(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

Sign of Bidder

Tender Enquiry No. 24/Chemist Shop/441/2018-RISH (ADMN)

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. 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 13 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% will be charged.

(g).

(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.

30. 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.

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

32. 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.

33. 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)

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.

34. 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.

35. a) The licensee shall not employ any child labour(s) in contravention of the LABOUR EMPLOYMENT ACT, 1970.

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

36.

BUSINESS TIMINGS OF THE PREMISES

Sign of Bidder

Tender Enquiry No. 24/Chemist Shop/441/2018-RISH (ADMN)

38. The timings of the said premises for providing services shall be round **the clock**. 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 eviction.

ARBITRATION

39. 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

40. 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 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. In such case the licensee shall be governed by the provisions of P.P. Act, 1971.

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

42. The Director, AIIMS, may modify, impose or relax any clause in the terms and conditions.

43. 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.

Sign of Bidder

Tender Enquiry No. 24/Chemist Shop/441/2018-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 :

Pay Order/Demand Draft

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/441/2018-RISH (ADMN)

ANNEXURE -I

PROFORMA FOR AFFIDAVITE

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

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 or the firm/individual was not terminated from the work/award of work from any Institute on the ground of non-satisfactory of work.

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/441/2018-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

Sign of Bidder

Tender Enquiry No. 24/Chemist Shop/441/2018-RISH (ADMN)**Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.

Sign of Bidder

Tender Enquiry No. 24/Chemist Shop/441/2018-RISH (ADMN)

- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- Please note the Number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG Tender No. : formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the

Sign of Bidder

Tender Enquiry No. 24/Chemist Shop/441/2018-RISH (ADMN)

secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key

- Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid Tender No. : summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120- 4001002.

Sign of Bidder

Tender Enquiry No. 24/Chemist Shop/441/2018-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-

Rental Charges (In Rs.) Minimum Rent Rs./-	In Figures (In Rs.)	
	In Words (In Rs.	

- 2) Highest rent offered by the bidder will be considered H-1 bidder.
- 3) In case more than one bidder qualify for H-1, the tender will be awarded to the bidder who have greater turnover.
- 4) All Prospective bidders are required to quote minimum 15% discount on printed rate.
- 5) Minimum 50 lakh per annum rent should be quoted.

I also undertake to keep the above quoted rate of discount on the Printed Retail Price on all items mentioned against them, till duration of this contract.

Signature _____ **Name** _____

Sign of Bidder