



Website: www.jipmer.edu.in
E-mail: pharmacy_office@jipmer.edu.in

Phone No: 0413-2296617
Tele Fax No : 0413-2271269

**JAWAHARLAL INSTITUTE OF POSTGRADUATE MEDICAL EDUCATION & RESEARCH
(JIPMER)**

**Institution of National Importance under Ministry of Health & Family Welfare
Government of India**

Dhanvantri Nagar, Puducherry - 605 006

**TENDER DOCUMENT FOR
OPENING AND RUNNING
“24x7” Paid Pharmacy
AT JIPMER, PUDUCHERRY**

Date of Download the Tender Document: 03.01.15
Last Date of Submission of Tender : 12 Noon of 23.01.15
Pre bid meeting : 2.30 PM 19.01.2015
Cost of Tender Document : Rs.1050/-

NOTICE INVITING TENDER (NIT)

Tender No.: JIPMER Pharmacy/24x7 Paid Pharmacy/2015/01 Dt:

The Director, JIPMER Puducherry invites sealed tenders in Two Bid System (Technical bid and Financial bid) from reputed, branded eligible and qualified Chain of Pharmacies /Authorized Dealers/Distributors for opening and running of 24x7 Paid Pharmacy in JIPMER Puducherry for supply of Medicines / Surgical Consumables / Implants and medical devices etc. to patients only against valid prescriptions of JIPMER Doctors at approved Discount Rates

The tender notice can be downloaded from the Website of the JIPMER. www.jipmer.edu.in. The cost of tender document Rs 1050/-is to be submitted in the form of Demand Draft in favour of Director, JIPMER payable at Puducherry along with bid.

Minimum requirements for eligibility:-

1. The chemist must hold valid licenses as on the date of Bid opening in specified forms for various categories of allopathic medicines/surgical consumables/medical devices issued by the Drug Control authority of the State under the provisions of Drugs and Cosmetics Act, 1940.
2. The chemist must not have been convicted by the State Drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.
3. Chemist should have at least three years experience in selling /dispensing the medicines / surgical consumable etc.
4. VAT Registration certificate should be available with the bidder for at least 3 years.
5. TIN allotted to the firm.
6. The chemist should have No Conviction Certificate from State Drug Controller and certificate to this effect that there is no case pending under the Drugs & Cosmetics Act 1940 and Rules made there under as well as under Drug Price Control Order (DPCO) against the firm during the last 5 years.

The Director, JIPMER reserves the right to reject all / any application received from the Chemists without assigning any reason thereof.

Last date for submission of completed Tender in sealed cover is by 12.00 Noon on 23.01.15 at Pharmacy Block, Ist Floor, Pharmacy Office, JIPMER, Puducherry-605006.

Officer In Charge of Pharmacy

JIPMER

**TENDER DOCUMENT FOR RUNNING 24x7 PAID PHARMACY IN JIPMER
CAMPUS**

Schedule of Tender

1	Issue of blank Tender documents	Tender Document will be available on the JIPMER website from where it can be downloaded.
2	Web site	www.jipmer.edu.in under Tender
3	Date of floating the tender	03.01.15
4	Cost of Tender document	Rs.1050/-
5	Method of submission of Technical Bid/Commercial Bid	By Courier/By Registered Post/In Person
6	Last date & time for submission of Tender	up to 12.00 Noon of 23.01.15 at Pharmacy Office, 1st Floor, Pharmacy Block, JIPMER.
7	Date & Venue for Tender Opening	Hunter Theatre, Ground floor, Institute Block, JIPMER, Puducherry-605006 at 03.00 Pm on 23.01.15
8	Pre Tender meeting to be held on	2.30 PM on 19.01.15

The Tender Document has been divided into the following Sections:-

Section I	Certificates/Documents required to be Submitted in the Technical Bid
Section II	Instruction to Bidders Scope of Work Eligibility Cost of Bidding Bidding Procedure, Signing and Sealing of Bids
Section III	Terms and Conditions of Contract
Annexure-A:	Declaration of Bidder
Annexure-B:	Performance Security Form
Annexure-C:	Price Bid

Section-1

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

The prospective bidders have to submit the following certificates / documents invariably along-with Technical Bid. If these documents are not submitted/ conditions not met, the quotation shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

Sl. No.	Documents To be Submitted	Document Enclosed Yes/No	If Yes, Mention the page No/ Annexure No	Remarks
1	EMD in the form of Demand Draft			
2	Duly attested copies of valid licenses held by the bidder as on the date of Bid opening in specified forms of various categories of medicines/surgical consumables /implant and medical devices issued by the Drug Control authority of the State under the provisions of Drug and Cosmetics Act, 1940 and rules made			
3	Copy of Declaration of bidder as per Annexure –duly signed.			
4	Copy of the valid Registration Certificate of the organization as per the applicable Act vide Section-3 3.c along with the list of Executive Members of the Organization/ Trust/ Firm			
5	TIN & Sales Tax VAT Registration Certificate.			
6	Certificate from the State Drugs Controller stating that the TENDERER has not been convicted/Black listed and no case is pending against the organization under the “Drugs and Cosmetics Act and Rules” as well as under the “Drugs Price Control Order” issued from time to time.			
7	Copies of the Audited Balance Sheets for the preceding three financial years to establish the turnover of the bidder			
8	Copy of Drug License for preceding three years.			
9	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			
10	Bio-data of the Pharmacist/Pharmacists to be deployed in the Paid Pharmacy along with attested copy of registration certificate with pharmacy council and proof that they are under the direct employment of the bidder.			

SEAL & SIGNATURE OF TENDERER

DATE:

PLACE:

Section - 2

Instruction to Bidder

1. SCOPE OF WORK

- a. Minimum Area provided will be 15 Sq. meter. The space for shop will be provided by JIPMER on monthly rental basis as decided by the competent authority time to time .
- b. To Selected bidder should set up and operate 24x7 Paid Pharmacy of high ethical and esthetic standards within the premises of JIPMER for supply of Medicines / Surgical/ Consumables / Implants and medical devices etc.. On discounted rates. The Paid Pharmacy will sell these items through computerized system and will submit the documentary proof, of supply of these items to the patients at the approved discounted rates.
- c. Supply has to be made on prescription immediately or within 48 hours of working days of order or request from hospital or patients.
- d. Selected Tenderer shall be responsible for making available adequately qualified pharmacist as per the provisions of Pharmacy Act 1948, Drugs and Cosmetics Act 1940 and rules made there under.
- e. Drugs should be sold against valid prescription as per Drug & Cosmetics Act of India.
- f. MRP (Maximum Retail Price) should be printed on the supplied drugs.
- g. Tenderer has to display boldly the percentage of discount offering for the drugs for public knowledge.
- h. Pharmacy should have computerized billing system.
- i. It will be open for 24 Hours on all days including Holidays.(24x7)
- j. All the essential drugs defined by the Institute shall be available.
- k. Other than drugs no items should be sold.
- l. JIPMER is not responsible for the credit sale to JIPMER Staff /Student/ Patient.
- m. Tenderer should not sublet the contract to any other person/s.
- n. Any formality regarding Drug sale license/VAT registration etc. will be done by the selected tenderer on allotment of contract within Two months.
- o. Tenderer will offer maximum 3 months credit period for drugs purchased by the JIPMER hospital.
- p. Selected Tenderer will sign the rent agreement along with all legal proceedings.
- q. The agreement shall be vetted by Law officer of the institute. The fair copy of the agreement shall be in the custody of Director and Law Officer.
- r. Expenditure on establishment of shop, racks, extra fittings, telephone, electricity etc. shall be borne by the tenderer.
- s. Tenderer will bring his furniture, AC, Fridge etc.
- t. Successful tenderer will pay to JIPMER at commercial rate of power tariff.
- u. Power points for AC & Fridge will be provided by JIPMER.
- v. To install A/C, Fridge as per Drug and Cosmetic Act 1940, up to latest amendments. To provide shading outside so that patients are not to be exposed to sun and have comfortable waiting area.
- w. All the emergency local purchases requested by the Pharmacy Department has to be given priority and the supply has to be made within 48 Hrs.

- x.** Water will be provided free of cost.
- y.** The applicant shall at his own cost comply with the provision of labour laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include the minimum Wages Act, 1948, the Workmen's Compensation Act, 1923, the payment of gratuity Act, 1972, the Payment of Bonus Act, 1965, the Payment of Wages Act, 1936, the employees' provident fund and miscellaneous provisions act, 1952.
- z.** All the provisions of THE DRUGS AND COSMETICS ACT, 1940 shall be followed .The amendments from time to time to this act also should be complied.
- aa.** Applicant shall provide proper identification cards to his employees as per the prescribed format. The I.D card should contain the employees "age, address, photograph etc.
The applicant shall not engage/employ persons below the age of 18 years
The exterior painting, interiors & civil work of shop should be completed within 45 days after the award of tender & handover of premises and start the shop within 2 months of handover.
The selected chemist shall be responsible for making available adequately qualified staff in sufficient numbers in the shop as per the provisions of Drugs and Cosmetics Act, 1940 & rules made there under. All dispensing should be done by qualified pharmacists with uniform.

2. ELIGIBILITY

- a. The chemist must be holding valid licenses as on the date of bid opening in specified forms for various categories of allopathic medicines/surgical consumables/medical devices and implants issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 & rules made there under.
- b. The chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the provisions of Drugs and Cosmetics Act, 1940 & rules made there under. No Conviction Certificate from State Drug Controller and certificate to this effect that there is no case pending under the Drugs & Cosmetics Act 1940 and Rules made there under as well as under Drug Price Control Order (DPCO) against the firm during the last 5 years should be produced.
- c. Chemist should have at least three years experience in selling / dispensing the medicines / surgical consumable etc.
VAT Registration certificate should be available with the bidder for at least 3 years with the TIN allotted to the firm.

Copy of the Sales Tax Registration (VAT) Certificate is to be furnished. Organization shall also submit a certificate on the organization letter head stating that up-to-date returns have been filed there are no dues with the concerned department. Prospective bidder will also submit the copies of latest returns filed to the department of trade tax.

- d. That the bidder must have the annual turnover of **75 Lakhs** for 3 financial years.
- e. The Director, JIPMER reserves the right to reject all / any application received from the Chemists without assigning any reason thereof.

3. COST OF BIDDING

- a. The bidders shall bear all the costs associated with the preparation and submission of their bid. The Institute in no case will be responsible or be liable for these costs regardless of conduct or outcome of the bidding process.

A pre-bid meeting open to all prospective bidders will be held on 19.01.15 at 02.30 pm (as per Bidding Schedule), in the Hunter Theatre, Ground floor, Institute Block, JIPMER Wherein the prospective bidders will have an opportunity to obtain clarifications regarding work and tender conditions.

4. BIDDING PROCEDURE, SIGNING AND SEALING OF BIDS

The bidder must submit his Bid in two parts as mentioned below:

Technical Bid

i. Earnest Money

The bidders are required to submit their EMD amount of Rs 1,00,000/- (Rs. One Lakh Only) in the name of "Director JIPMER" payable at JIPMER as Earnest Money for the period of 2 months from the scheduled date of Technical Bid opening by the demand draft issued by a Scheduled Bank. EMD should be submitted along with the technical bid document, failing which the quotation will be summarily rejected and no communication will be entertained in this regard.

The following documents should be submitted along with the price bid.

- a) EMD Rs. 1, 00,000/- (Rs. One Lakh Only only) in the form of Demand Draft drawn in favor of "Director JIPMER.
- b) Duly attested copies of valid licenses held by the bidder 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 and rules made there under. Copy of Drug License for preceding three years would be required.
- c) Copy of Declaration of bidder as per Annexure – A duly signed.
- d) Copy of the valid Registration Certificate as per the applicable Act vide Section-3 3.c along with the list of Executive Members of the Organization/ Trust/ Firm
- e) TIN & Sales Tax / VAT Registration Certificate.

- f) Certificate that the voluntary organization/trust/NGO has not been convicted/blacklisted by State Drugs Controller and stating that no case is pending against the firm under the “Drugs and Cosmetics Act and Rules” as well as under the “Drugs Price Control Order” issued from time to time.
- g) Copies of the Audited Balance Sheets for the preceding three financial years to establish the turnover of the bidder.
- h) Proof of 3 year work experience (attach relevant documentary evidence)
- i) Documentary Proof of attachment of Tenderer’s pharmacy/ reputed Hospital. (Copies of the orders/satisfactory performance report/certificate from the reputed Hospital be attached)
Name of the Hospital with address and phone number start date of attachment & end date of attachment.
- j) Name and Address of Bankers.

ii. PERIOD OF CONTRACT

a) The contract shall initially be for a period of two years from the date of the signing of contract. However, strictly on the basis of the satisfactory performance it may be extended for a further period of one year at the sole discretion of the Director, JIPMER on the same terms and conditions.

The contract period will be curtailed or terminated for violations of the tender conditions by the Director by giving notice

iii. RIGHT TO ACCEPT / CURTAIL/REJECT ANY BID

The Director, JIPMER, reserves the right to annul the bidding Process and reject all bids at any time without assigning any reasons and without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the such decision.

iv. PERFORMANCE SECURITY GUARANTEE

The successful bidder will have to furnish a Performance Bank Guarantee for an amount of Rs. 10,00,000/- (Rs. Ten Lakh Only) either in the form of FDR/Bank Guarantee valid for 30 months (as per format at Annexure – B) issued by the Scheduled Bank or through Demand Draft payable to Director, JIPMER”. No claim shall be made against JIPMER in respect of interest if any due on the Performance Security.

The Performance Bank guarantee should remain valid up to six months beyond the validity of the contract.

v. INDULGENCE IN CORRUPT OR FRAUDULENT PRACTICES

The Institute requires that the bidder under this bid observes the highest standards of ethics during the procurement and execution of this contract.

In pursuance of this policy, the terms are set forthwith as follows:

- a. "Corrupt practice" means offering, giving, receiving or soliciting anything of value to influence the action of the public official in the contract execution.
- b. "Fraudulent practice" means misrepresentation of facts in order to influence the execution of the contract to the detriment of the Institute, and it includes collusive practices among Bidders (prior to or after bid submission) designed to deprive the Institute of the benefits of free and open competition.
- c. The Institute will reject a proposal for award if it determines that the bidder recommended for award was engaged in corrupt or fraudulent practices in competing for this contract.
- d. The Institute will declare a firm ineligible, either indefinitely or for specified period of time, for award of the contract if at any time during tendering or, contract period it determines that the firm was engaged in corrupt and fraudulent practices in competing for or in executing the contract.

Commercial Bid

- i. Duly filled-in prescribed Bid Form (**Price Bid** as per Annexure C) containing the discount offered on MRP on the items specified will have to be submitted.
- ii. **Contract will be awarded to the bidder who will quote for maximum percentage of discount on printed MRP on the items as in Annexure C** subject to fulfillment of technical bid and all other terms and conditions.
- iii. **Selection will be based on the cumulative percentage of highest discounts offered by the Companies/Firms.**
- iv. **Percentage of discount will become applicable on the MRP mentioned and will be inclusive of VAT etc. No taxes of any kind would be levied on the discounted price. The medicines stocked and sold should be manufactured by cGMP certified Units. Any item which is not approved by JIPMER Hospital monitoring Committee will be rejected.**
- v. The Bid is liable to be rejected, if the required information / documents have not been furnished as asked for. Individual signing the Bid and other documents must specify whether he signs as :

A partner of the organization/trust/NGO, if it is in joint ownership/trusteeship/partnership then in that case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.

A person signing the Bid form or any document forming part of the bid on behalf of another shall be deemed under warranty that he has authority to bind with his acts on such other person. If on enquiry, it appears that the person so signing has no authority to do so, the JIPMER without prejudice to other Civil and Criminal remedies can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.

vi. PERIOD OF VALIDITY OF BIDS

The Bids shall be valid for acceptance for 90 days after the date of bid opening and shall be further extendable by another 30 days at the request of JIPMER

vii. INVENTORY MANAGEMENT

Inventory management will be through computerized system. Periodical inspection by the duly constituted Monitoring committee will be carried out to verify the stock position of medicines, cold chain maintenance, bar coding, percentage of discounts and also samples may be collected to verify the quality of the Drugs. cGMP certificates should be provided if required.

viii. PENALTY

a) In case the chemist fails to supply the prescribed medicines and other items as per the agreed discounts, a penalty will be imposed which has to be decided on the merit of the complaint by the Competent Authority.

b) A Through enquiry will be conducted against all complaints and for any violation appropriate penalty will be imposed.

c) For violations the Director is empowered to cancel the allotment/Work order.

VIII. ACCOUNTABILITY

The Contractor/ Successful bidder has to get satisfactory certificate from the Officer In charge of Pharmacy/Additional medical Superintendent at least once in a month. In case the applicant has not obtained certificate prescribed in the above manner, a suitable penalty will be imposed and JIPMER may cancel the lease/allotment of Paid Pharmacy.

IX. FORFEITURE OF EMD / PERFORMANCE SECURITY.

a) The Earnest Money may be forfeited if a Bidder withdraws its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails:

To sign the contract in accordance with the terms and conditions, and to furnish Performance Security as per the terms and conditions.

b) Performance Security is liable to be forfeited if selected chemist:

- I) Fails to adhere to the terms and conditions of the contract
- II) Supplies any sub-standard, spurious medicines, substituted drug/molecule etc.
- III) Non availability of common medicines / surgical/consumables, essential drugs prescribed by the institute. etc.
- IV) Over – charging i.e. not offering the predetermined discount
- V) Non-payment of rent / any other dues.
- VI) Any other violations feels fit by the director.

X. SUBMISSION OF BIDS

Bidders will submit all the Bid documents, under two-bid system (Technical Bid & Price Bid in separate Sealed covers), only by hand or in-person, by post in the name of The Director, JIPMER and will reach before 12.00 Noon on 23.01.15. Late bids will not entertained in any case.

XI. OPENING OF BIDS

Tender (Technical Bid) shall be opened in the 23.01.15 at 3.00 p.m.

XII. MISCELLANEOUS

The Earnest Money of the successful Bidder will be returned to the Bidder after Six months of executing the Contract and furnishing the Performance Security/Bank Guarantee. Unsuccessful Bidder's Earnest Money will be returned within 30 days after the successful completion of the tender process.

Section - 3

Terms and Conditions of Contract

1. NON SUBSTITUTION

The chemist will not change Molecule (generic) mentioned by the treating doctor. In case of request for specific brand of medicines, the brand shall not be substituted irrationally. However, the Paid Pharmacy will be provided with a list of all the standard manufacturers; duly recommended by the Monitoring Committee constituted by the Director, JIPMER Puducherry.

2. PACKED SUPPLIES

Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular medicine / drug on any particular day.

3. INDIVIDUAL PACKETS

The chemist shall put medicines / surgical items as per prescription per patient in one packet.

4. LIFE PERIOD OF MEDICINES SUPPLIED

Every medicine has its own shelf-life period mentioned on the label of medicine / surgical / consumables. The shelf life of medicines / surgical consumables supplied should not have passed more than half of its shelf life at the time of supply.

5. PRESCRIPTIONS

Prescriptions of 24x7 paid pharmacy should be in pink colour, the model of the prescription may be obtained from the pharmacy department. Prescriptions should be supplied by paid pharmacy to all OPD's, Wards, ICU's and EMSD. Periodical prescription auditing will be done by monitoring committee.

6. PERFORMANCE SECURITY

The amount of Performance Security shall be liable to be forfeited if the medicines/ surgical consumables, etc. supplied by the authorized Chemist against the request placed on them in pursuance of this contract are subsequently found as having not conforming to quality.

Performance Security is liable to be forfeited if selected chemist:

- i. Fails to adhere to the terms and conditions of the contract
- ii. Supplies any sub-standard, spurious medicines, substituted medicine etc.
- iii. Non – availability of common medicines / surgical consumables, etc.
- iv. Over – charging i.e. not offering the pre-determined discount
- v. Non-payment of rent / any other dues.

The Chemist should not stop the sale of the Medicines / Surgical Consumables / Implants and medical devices etc. Without giving 30 days prior Notice to JIPMER

5. PENALTY FOR DEFAULT

The firm will ensure availability of all medicines & surgical consumables at all times. In case of non-availability of any item, the firm will procure the requisite item from nearby market and provide the same within an hour to the patient.

In case the chemist fails to supply the prescribed medicines and other items, a penalty will be imposed which has to be decided on the merit of the complaint by the Competent Authority.

In case of prescription for specific brand of medicines and other items, the same shall not be substituted. If any such case is noticed during random check / complains by the purchaser etc. after the payment, then chemist will be penalized and the quantum of penalty will be decided by the Director for each such default.

6. TERMINATION FOR DEFAULT

The JIPMER may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder terminate the Contract in whole or part:

- a. If the bidder fails to provide any or all of the services within the period(s) specified in the Contract
- b. If the bidder fails to perform any other obligation(s) under the Contract
- c. If the bidder, in the judgment of the JIPMER has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- d. If the bidder practices fault billing.

7. SALE OF MEDICINES

- a Sufficient stock of standard quality of medicines / surgical item / medical implant and medical devices at all times will have to be maintained by the chemist.
- b The chemist will indicate name of the medicine, quantity, batch number, date of expiry including discount given in the cash memo at the time of supplying the medicines / surgical item to the purchaser.
- c The medicines / surgical item etc. to be supplied will be of standard quality. In case, it is found that any particular medicines/surgical item, etc. is expired or is near to the date of expiry, found not of standard quality, substandard or spurious, chemist will liable to be penalized which may include being debarred for a period of 3 years besides other legal action as may be necessitated.
- d Medicines/surgical items for the patient shall be supplied in individual packets by the chemist
- e The details of discounts should be displayed separately for Branded drugs, Branded generics, Consumables, Medical devices & implants outside of the paid pharmacy.

8. RETURN OF UNCONSUMED STOCK OF MEDICINES /SURGICAL ITEMS

Chemist will accept the stock of unconsumed / unused stock of medicines / consumable / items etc. from patient, if returned to him in good & original pack within a week of purchase along with the original cash memo and refund the original amount.

9. INDEMNITY

The bidder shall indemnify the Institute against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the hospital in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job, safety measures prevalent in India and will free the hospital from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents without any extra cost to hospital and will not hold the hospital responsible or obligated. JIPMER may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

10. ARBITRATION

The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the hospital and the Bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration of the qualified person appointed by the Director, JIPMER who shall give written award of his decision to the Bidder. The decision of the Director, JIPMER will be final and binding. For all legal matter, jurisdiction will be of Puducherry Court only.

11. NOTICES

- a. Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy by post to the other Party's address.
- b. Notice shall be effective when delivered or on the notice's effective date Whichever is late.