

North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences

(An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)

Director's Block, GPO Post Bag No.92, Mawdiangdiang, Shillong 793 018, Meghalaya

Store & Procurement:

Extension No – 3509/ (D) (0364) 2538032

File No. NEIGR/S&P/1/2009(Pharmacy)

Enquiry No: NEIGR/S&P/OT-32/2009-10

Email: store_neigri@bsnl.in

Website: www.neigrihms.nic.in

Dated: 06/01/2010

Sub: Open Tender Notice for license of operation, supervision, management and running of 24 (hrs) x 7 (days) pharmacy/ chemist stall within the public utility block of NEIGRIHMS, Mawdiangdiang, Shillong-793018

Sealed tender are invited on behalf of Director, NEIGRIHMS, Shillong-793018, for license of operation ,supervision, management and running of 24(hrs) X7(days) pharmacy/chemist stall within the public utility block of NEIGRIHMS, Mawdiangdiang,Shillong-793018 indicated against the schedules attached to this Invitation for Bid/Tender, under two bid system in two separate sealed covers duly marked "Techno-Commercial: Bid/Tender-A" and "Price/Finance: Bid/Tender- B", placed in another sealed cover/envelope

Offers against the tender in sealed cover addressed to the Deputy Director (Admn.), NEIGRIHMS, Mawdiangdiang, Shillong - 793018 with the words "24(hrs) X7(days) pharmacy/chemist stall within the public utility block of NEIGRIHMS, Mawdiangdiang,Shillong-793018" -Tender No: and File No:", enquiry number with due date boldly superscribed on the top of the envelope and the offer sent by registered / speed post or dropped in the Tender Box placed near the Store & Procurement Section, top floor of Director's Block of the Institute.

Bid document/Tender Schedules can be had from the Stores and Procurement Officer-Procurement Section- II Floor, Director's Block, NEIGRIHMS, Shillong-793018 (Tel: 0364-2538032), Meghalaya on all working days during the office hours till 22/01/2010 (before closing time) on payment of non-refundable tender Fee for Rs.500/- (Rupees five hundred only) by hand or by Post Rs.600/- (Rupees Six hundred only) ,in the form of Demand Draft drawn on any nationalized Bank in favour of Financial Adviser, NEIGRIHMS, Shillong-793018. The agency may refer to the Institutes website for detailed terms/ conditions, addendum or corrigendum relating to tenders.

The documents can also be downloaded from our website: www.neigrihms.nic.in . The tender document downloaded from the website will be accepted only on furnishing of non-refundable tender fee in the form of crossed demand draft/pay order for Rs. 500/- separately drawn on or any nationalized bank in favour of Financial Adviser, NEIGRIHMS, Shillong-793018 and the tender cost should not be mingled with EMD and both the instruments should be enclosed along with techno-commercial bid .Otherwise, tender will not be considered. Tender document may be referred to for EMD details. If the tender document is downloaded from our website, while furnishing the tender, it should be superscribed legibly on the left corner of the sealed cover as "TENDER COPY IS DOWNLOADED FROM NEIGRIHMS WEBSITE". The prospective agency may note that Pre-Bid meeting will be held on 15/01/2010 at 16.00 hrs in the Conference Room of Director's Block of the Institute. All prospective Agencies may attend the Pre-Bid Meeting.

ENQUIRY No/BID Reference No: NEIGR/S&P/Enquiry/OT-32/2009-10

DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	: 06.01.2010
LAST DATE FOR SALE OF BIDDING DOCUMENT	: Before the closing hours of 22.01.2010
LAST DATE AND TIME FOR RECEIPT OF BIDS	: 13.30 hrs of 22.01.2010
TIME AND DATE OF OPENING OF BIDS	: 14.00 hrs of 22.01.2010
PRE-BID CONFERENCE AND CLARIFICATION SESSION	: 16.00 hrs of 15.01.2010

In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the engaged times, in the presence of attending agencies or their authorized representatives, if any.

Stores & Procurement Officer
For Director, NEIGRIHMS

CC.

- Accounts Officer / IPC / Tender Committee members- For information and wide circulation please
- Deputy Director (Admn.): for information please & to direct the concerned section to upload on the Institute's website and send details by e-mail/fax to State Information Officer, Meghalaya State Unit of NIC, 104, Secretariat Building, Shillong-793001, Tel:2225501,2241813 E-mail: sio-megh@nic.in
- State Information Officer, Meghalaya State Unit of NIC, 104, Secretariat Building, Shillong-793001, Tel:2225501,2241813 E-mail: sio-megh@nic.in : For kindly upload details in the relevant section of website of Government of Meghalaya/ Government Tenders.

SECTION I: NOTICE INVITING TENDERS(NIT)

North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences, Shillong-793018

NEIGRIHMS is a super specialty medical institution for post graduate education, research and customer care services. The Institutes hospital in the permanent complex at Mawdiangdiang, Shillong-793018, presently has a capacity of around 500 beds.

The Institute license of operation, supervision, management and running of 24 (hrs) x 7 (days) pharmacy/ chemist stall within the public utility block of NEIGRIHMS, Mawdiangdiang, Shillong-793018

Offers should be based in 2 bid systems -

- i) Technical and commercial bid. (Sealed Envelope-A)
- ii) Price Bid (Sealed Envelope- B)

The bids should be two separate envelopes clearly super scribed in the sealed envelope as Technical Bid & Commercial Bid- (Envelope-A) & Price Bid - (Envelope--II). If the bids are not submitted separately, the tender will be automatically disqualified. The agency qualified in the Techno-Commercial Bid, their Price Bid will be opened in the presence of the agency/ representative (the date will be intimated).

1. **Sealed tenders in two-bid system are invited by the Director, NEIGRIHMS, Shillong as per enclosed specification and related terms and conditions.**
2. **Tender is to be duly signed on all the pages as a token of having accepted all the terms and conditions (no thumb impression is to be affixed).The tender document is deemed to be part of the contract agreement, once the selected bidder/agency is awarded the contract.**
3. The license/ contract will be operative for a period of three year (from the date of award), thereafter renewable based on the satisfactory performance as evaluated by Director, NEIGRIHMS or delegated officer of the Institute, till the finalization of the next tender, whichever, earlier.
4. Earnest Money Deposit (EMD) of **Rs 60000/- (Rupees sixty thousand rupees only)** -Calculated on the average estimated rental during the license/ contract period, in the form of Call deposit, Fixed deposit or Demand draft in favour of Financial Adviser, NEIGRIHMS, Shillong, is to be enclosed with Techno-commercial BID 'A' (Un priced Bid). EMD of all unsuccessful bidders shall be refunded and a successful bidder has to submit performance guarantee (10%), valid for a period of 60 days beyond the contract period.
5. Tender without earnest money or short of it or not in the form specified above will not be entertained and shall be ignored straightway.
6. The service agency should enclose attested copy of VAT/Sales tax registration, PAN Number/Card, valid document regarding the existence and registration of the firm along with the with Techno-commercial BID/tender 'A' (Un-priced Bid).
7. Please note that no counter proposal is acceptable to us and conditional / late tenders are liable to be rejected.
8. A proof of ownership/partnership etc. shall be submitted along with verification of address, telephone & fax numbers.
9. No work will be allotted to Non-tribal Agency, Stockists, bonded warehouse, private carriage, cooperative societies etc except under a valid trading license issued by the Khasi Hills Autonomous District Council, Shillong.
10. The agency has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs.10/= that there is no vigilance/CBI case pending against the firm/supplier (Annexure: II).
11. The agency has to agree to all the terms and conditions, stipulated in the tender document, in this connection including service, penalty etc. Bids for the item is to be submitted under sealed cover /sheets and may be considered on their face value.
12. The agency has to undertake to sign the rate contract agreement within 15 (fifteen)days from the issue of the letter of acceptance, failing which EMD/security deposit may be forfeited and name may be removed from the list of contractor/suppliers at NEIGRIHMS, Shillong. The successful agency shall have to enter into an agreement with the Institute and the cost incurred in this connection, shall be borne by the agency.
13. In case the agency furnishes false information their tenders/ bids will be rejected and their security deposit/EMD will stand forfeited.
14. At any time prior to the date of submission of bid, Director, NEIGRIHMS may, for any reason, whether at his own initiatives or in response to a clarification from a prospective agency, modify the bidding documents by an amendment. All prospective agency who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid. Director, NEIGRIHMS, may at his discretion, extends the date and time for submission of bids.
15. NEIGRIHMS reserves all rights to make any changes in terms and conditions of the tender and also to reject any or all bids without assigning any reason thereof.
16. Settlement of disputes - Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.

SECTION II& III: GENERAL AND SPECIAL CONDITIONS OF CONTRACT

General terms and conditions of operation, supervision, management and running of 24 (hrs) x 7 (days) pharmacy/chemist stall within the public utility block of NEIGRIHMS, Mawdiangdiang, Shillong-793018.

1. All pages of the tender and related papers are to be duly authenticated by agency or authorized signatory on behalf of the service agency.
2. The applicant should be Indian National and not less than 18 years of age on the date of opening of tender. The applicant should at least be Matric pass or its equivalent examination recognized by the State/Central Government (Certificate should be enclosed)
3. The bidder/tenderer/licensee should engage a full time qualified pharmacist with a diploma/degree from a Government recognized institute (Recognized by Pharmacy Council of India). Details of the pharmacist to be enclosed, failing which the tender will be rejected.
4. The bidder/tenderer/licensee should have a valid license from the Drug Controller of the State Government for running a drug store and should fulfill all the conditions necessary therefore. (Copy of license should be enclosed). Copy of Drug License issued by the competent authority shall be prominently displayed during operation of the pharmacy.
5. The bidders/tenderer should have at least 3 (three) years experience in running a Pharmacy. They should submit the following:-
 - a. Credentials of their business operations - The turnover in business should not be less than Rs 2 lakh per annum.
 - b. Audited Balance sheets and profit and loss account of last three years.
 - c. Latest Sales tax Clearance Certificates.
6. The pharmacy should stock routine and life saving drugs as per British and Indian Pharma Copoeia from companies having a certificate.
7. They should keep all essential medicines and drugs from good manufacturing companies as required by NEIGRIHMS.
8. Certificate to the effect that the Pharmacy will fulfill all the criteria as per Pharmacy Act should be furnished and non-compliance of this provision will not be accepted.
9. The Pharmacy should be open for 24 (twenty-four) hours and on all 7 (seven) days a week. The pharmacy/chemist shop will stock and provide of sufficient upgraded necessary medical stores. The stores available at the pharmacy should not be beyond the expiry date.
10. The stores available at the pharmacy should not exceed the printed MRP. In addition the pharmacy may also sell items of toiletry like soaps, toothpaste, hair oil, baby foods, cosmetics etc. Under no circumstances, eatables will be sold through the chemist shop/pharmacy.
11. Successful bidders will have to deposit a refundable Security Deposit of Rs 300000.00- (Rupees three lakhs only) in the form of Bank Guarantee ,Call deposit, Fixed deposit or Demand draft in favour of Financial Adviser, NEIGRIHMS, Shillong,
12. The business premises will be subjected to inspection by the Institute and other authorized officials.
13. Minor repairs, maintenance will have to be met by the party concerned, including painting and whitewashing. Modifications / improvements of the existing premises will be allowed without disturbing the existing structure, subject to approval of the Institute.
14. The selected bidder/licensee should also abide by the rules and regulations of the local/ Government authorities and provisions of law. The bidder will have to manage the pharmacy/chemist shop and will not sublet the same failing which the license/contract will be deemed to be closed/terminated.
15. Bidder/firms whose Drug retailers' license have been cancelled by the concerned authorities and for proceedings are pending in a Court of Law need not apply.
16. The bidder/Lessee will have to deposit the applicable License fee per month, latest by the first week of every month commencing from the month of occupation, failing which the Institute will levy a penalty of 2 % of the License fee amount per month. Record of receipt should be available with the pharmacy for Inspection.
17. Electricity charges of the premises allotted for the Pharmacy will be borne by the bidder/Lessee, for the energy consumed, calculated at the prevailing tariff of MeSEB, on the lines of Clause No16.

18. The business premises will be subjected to inspection by the Institute or its authorized representative in matters of sanitation, hygiene and civil / electrical works or against any specific complaints.
19. Books of accounts, Store Accounts of Drugs and Medicines shall be maintained as per approved procedure.
20. The operation of the pharmacy by successful bidder shall start within 1 (one) week from the date of signing the agreement. The Tenderer/ Bidders are requested to visit the proposed shop for the retail outlet before casting the tender.
21. Tenderer are to quote their rates both in figures and in words distinctly as per the format given in Annexure-I. No overwriting should be done. In case, the rate quoted in figures is found to be illegible, rates in words will be considered.
22. In case of unsatisfactory performance with regard to maintenance of Chemist stall as per subject name and description of work, schedule of work and terms and conditions of agreement pointed out during daily and periodical inspection by the concerned authority, the license will be penalized in each occasion / classification of deficiency as mentioned below would be final and binding on the licensee. The amount of fine shown in the table below would be imposed on each occasion against each deficiency in 24 hours.

Sl. No.	Classified Deficiency	Amount of Fine
1.	Work force not wearing proper uniform name, badge, photo identity card.	Rs 500.00 for each staff
2.	Employment of staff below 18 years	Rs1000.00 for each staff
3.	Drug license not readily available in chemist stall during inspection	Rs1000.00
4.	Non -maintenance of cleanliness and improper disposal system of chemical waste	Rs 500.00
5.	Selling of items in excess to MRP	Rs1000.00
6.	Subletting of chemist stall	Termination of license
7.	Selling eatable items which are not allowed	Rs 500.00
8.	Any other deficiencies pointed out by the official not indicated in the above classified items.	Fine up to the discretion of NEIGRIHMS administration not less than Rs 500.00

23. That a notice board shall be displayed prominently by the licensee /licensees at a conspicuous position within the premises that any complaint regarding any Medicines being sold may be entered in the complaint book.
24. The NEIGRIHMS Administration shall have the right to terminated the License if in their opinion (which shall be final and binding on the parties), the licensee /licensees not conforming to the above conditions after being given due notice in respect thereof.
25. The license and Security Deposit may be subjected to review from time to time by the NEIGRIHMS Administration and the Security deposit /License fee may be increased, if required, and the licensee may be demanded by the NEIGRIHMS Administration at its sole discretion during the currency of contract on giving one calendar months notice in writing NEIGRIHMS Administration also reserves the right to enhance the applicable rates and water /electrical charges when necessary to do so and such charges shall be applicable binding recoverable from the licensee.
26. In case the licensee /licensees make /makes any default in the payment of the rent, tax or any other charges that may be due to the Administration, the Administration shall be at liberty to recover such rent or other dues from the said amount of security deposit, forfeit the balance if any as liquidated damages forthwith determine the licensee /licensees and proceed to resume possession in a manner stipulated herein.
27. In case of licensee /licensees commit /commits any breach of this provision of this agreement or in the event of failure of licensee /licensees in payment of license fee, the licensee /licensees would be served with 7 days (seven days) NOTICE to take remedial action. On expiry of the period of 7 days notice, if the licensee /licensees fail to take remedial action or if the performance does not improve, the Administration will have the liberty to issue 48 hours (forty eight) NOTICE of termination. On expiry of 48 hours notice period, the contract would be terminated. On such termination, licensee's entire Security deposit available with the Administration will be forfeited. The contract will be terminated at "Risk and Cost" of the licensee /licensees under the provision of General Conditions of Contract.
28. Any issue not specifically covered by the above shall be referred to the Director, NEIGRIHMS whose decision shall be final and binding.
29. The Institute also operates its own internal pharmacy, for provision of essential drugs/medicines to the registered patient of the Institute, to which the bidder/lessee will not have any objection/reservations.
30. Successful bidder will have to sign a MOU with the Institution. The Legal jurisdiction for any dispute will be Shillong, East khasi hills district, Meghalaya.

Format to be placed in the Techno-commercial Bids- "Envelope: A:"

Please attach all relevant documents as per NIT (Section I), GCC (Section II) and SCC (Section III) in "Envelope: A:"

TENDER APPLICATION FORM

1.	Name of the firm:-		
2.	a	Full Postal Address:-	
	b	Cell Phone No.	
	c	Telephone No:-	
	d	Fax No.	
3.	a	Date of Establishment of Firm:-	
4.	a	If your Firm Registered under:-	
	b	Drug license details:-	
	c	Any other Act, if not, who are the owners (Please give full address):-	
5.	Name and Address of your Bankers stating the name in which the Account stands:-		
6.	Whether insured against fire, theft, burglary etc. If so, please state the amount and name of company with policy no:-		
7.	Total number of Manpower:-		
8.	Are you in the list of approved agencies of any other organization/ institutions, if any give details (Append extra page if necessary):-		

9.	Give details of any Government contracts executed during the last twenty four months (Append extra page if necessary):-	
10.	Any other information which you consider necessary to furnish:	
12.	No. of man-power engaged :: by the agency at present	

UNDERTAKING:

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
2. The license fee quoted by me are valid and binding upon me for the entire period of contract and it is certified that in case of .
3. The earnest money of Rs. _____ to be deposited by me has been enclosed herewith vide FD/Demand Draft no. _____, Dt. _____, drawn on bank _____, Branch _____.
4. I/We give the rights to NEIGRIHMS, Shillong to forfeit the earnest money deposited by me/us if any delay occurs on my/our part.
5. There is no vigilance/CBI case or court case pending against the firm.

Date: -
Place:

Signature of the agency:-
Designation:-
Full Name:

(Office seal of the agency)

Annexure: I

Format to be placed in the Price Bid- "Envelope: B:"

Sealed Envelop -B (Price Bid)

Pharmacy	Area in Sq. feet	Rate /Sq. feet (to be quoted both in figures and in words) per month valid for a period of three year (No Overwriting)	Remarks (For Office Use)
Pharmacy	690 square feet		

Signature & Stamp of the Bidder

Date

AFFIDAVIT

I/We..... (Name)
Contractor/Partner/Sole proprietor (strike out word which is not applicable) of (Firm)
..... do hereby declare and solemnly affirm to the fact that
the individual firm/companies are not blacklisted by the Union or State Government or any partner or shareholder there
of are not directly connected with or has any subsisting interests in business of my/our firm.

DEPONENT

Address:.....
.....

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my
knowledge and beliefs. No part of it is false and nothing has been concealed.

Dated:.....

DEPONENT

(Note:- To be furnished on non-judicial stamp paper duly attested by the Oath Commissioner).