



ALL INDIA INSTITUTE OF MEDICAL SCIENCES, VIJAYPUR, JAMMU-184120  
(A CENTRAL AUTONOMOUS BODY under PMSSY, MOH&FW, GOVERNMENT OF INDIA)

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**TENDER FOR OPENING AND RUNNING A 24X7 PHARMACY FOR SUPPLY OF  
MEDICINES/ SURGICAL CONSUMABLES/ IMPLANTS/ ORTHOTIC AND  
PROSTHETIC DEVICES, ETC. TO PATIENTS ONLY AGAINST VALID  
PRESCRIPTIONS /REQUISITIONS OF DOCTORS OF AIIMS  
VIJAYPUR, JAMMU-184120**

**NIT Ref No: AIIMS/JMU/Empanelment/RC/1**

**Dated: 28<sup>th</sup> OCTOBER, 2024 (MONDAY)**

NIT Document can be downloaded from following  
websites:

- <https://www.eprocure.gov.in/epublish/app>
- <https://www.aiimsjammu.edu.in>

**Note :** If any Bidder cannot download the tender documents from the above websites. They may collect the Hard copy of the Tender Documents from Procurement Section



**Address**

Officiating Deputy Director (Administration)  
All India Institute of Medical Sciences, Vijaypur, Jammu-184120  
**Office Address:** 6<sup>th</sup> Floor, Academic Block, AIIMS, Vijaypur,  
Jammu-184120



**NIT Ref No: AIIMS/JMU/Empanelment/RC/1 Dated: 28<sup>th</sup> OCTOBER, 2024**

**TENDER FOR OPENING AND RUNNING A 24X7 PHARMACY FOR SUPPLY OF  
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PRESCRIPTIONS /REQUISITIONS OF DOCTORS OF AIIMS  
VIJAYPUR, JAMMU-184120**

**All India Institute of Medical Sciences, Vijaypur, Jammu**

The Executive Director AIIMS, Vijaypur, Jammu invites Tender for opening and running a “24x7” Pharmacy” in the premises of All India Institute of Medical Sciences, Vijaypur, Jammu for supply of Medicines /Surgical Consumables/ Implants/ Orthotic and Prosthetic Devices, etc. to patients only against valid prescriptions/ requisitions of doctors of AIIMS, Vijaypur, Jammu, at approved discounted rates.

The tender notice can be downloaded from the Website of CPP Portal <https://www.eprocure.gov.in/epublish/app> and website of AIIMS, Vijaypur, Jammu <https://www.aiimsjammu.edu.in>

**. Minimum requirements for eligibility:**

1. The bidder must hold valid licenses as on the date of Bid opening in specified forms for various categories of allopathic medicines issued by the Drug Control authority of the concerned State under the provisions of Drugs and Cosmetics Act, 1940 and Rules 1945, as amended.
2. The bidder must not have been convicted by the respective State Drug Control Authority and no case should be pending under the Drugs and Cosmetics Act, 1940 and Rules 1945.
3. Bidder should have at least three years’ experience in selling /dispensing the medicines /surgical consumables etc.
4. Valid GST Registration certificate should be available with the bidder.
5. GST No. be allotted to the firm.

The Executive Director, AIIMS, Vijaypur, Jammu reserves the right to reject all/ any application received from the bidder without assigning any reason thereof.

**Last date for submission of tender is as given on the schedule of this tender document as mentioned below and submission of bid is totally offline: -**



**NIT Ref No: AIIMS/JMU/Empanelment/RC/1 Dated: 28<sup>th</sup> OCTOBER, 2024**

**TENDER FOR OPENING AND RUNNING A 24X7 PHARMACY FOR SUPPLY OF  
MEDICINES/ SURGICAL CONSUMABLES/ IMPLANTS/ ORTHOTIC AND  
PROSTHETIC DEVICES, ETC. TO PATIENTS ONLY AGAINST VALID  
PRESCRIPTIONS /REQUISITIONS OF DOCTORS OF AIIMS  
VIJAYPUR, JAMMU-184120**

**CRITICAL DATE SHEET**

1.	Date of Issue/Publishing	28/10/2024 Time 16.00 Hrs (Monday)
2.	Number of Covers	02 (Two)- Cover-I (Technical Bid) and Cover-II (Financial Bid)
3.	Bid Document Download Start Date	28/10/2024 Time 17.00 Hrs (Monday)
4.	Place of Submission of Bid Documents	Tender Box, Placed at Procurement Section, 5 <sup>th</sup> Floor, Academic Block, AIIMS, Vijaypur, Jammu-184120
5.	Bid Submission Start Date	28/10/2024 Time 17.30 Hrs (Monday)
6.	Pre-Bid Meeting (For any query related to tender)	04/11/2024 Time 11.00 Hrs (Monday) Physically Pre-bid meeting at Committee Room, Procurement Section, 5 <sup>th</sup> Floor, Academic Block, AIIMS, Vijaypur, Jammu-184120
7.	Bid Submission End Date	26/11/2024 Time 17.30 Hrs (Tuesday)
8.	Date and Time of Opening of Technical Bids (Cover-I)	27/11/2024 Time 12.00 Hrs (Wednesday)
9.	Date of Opening of Financial Bids (Cover-II)	02/12/2024 Time 11:00 Hrs (Monday)
10.	Estimated contract value	Approximately Rupees <b>20,00,00,000/-</b> (Rupees twenty crore only) for two years
11.	Tender Process Fee (Non-refundable) <b>Not exempted</b>	Rs. 5000/- (Rupees five thousand only)
12.	EMD (Earnest Money Deposit)	Rs 60,00,000/- (Rupees sixty lakhs only) of estimated tender value)



13	Performance Bank Guarantee	10,0,00,000/-of Estimated Contract Value
14	Bid Validity	120 days from the date of publication
15	Contract detail Mobile No E-mail id	Officiating Deputy Director (Administration) 9419364999 <a href="mailto:ddaaiimsjammu@gmail.com">ddaaiimsjammu@gmail.com</a>
16	Location	6 <sup>th</sup> Floor, Academic Block, AIIMS, Vijaypur, Jammu-184120
17	Method of Selection	Least Cost (L1) basis financial bid would be opened only of those bidders who are qualified in technical evaluation of the bid

**Note:** The Applicants are requested to read the Tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the Applicants. Any query related to the tender can be mailed to [ddaaiimsjammu@gmail.com](mailto:ddaaiimsjammu@gmail.com)

**Bids for the tender will be accepted through offline in Tender Box only.**

Sd/-  
Officiating Deputy Director (Administration)



### Check List

#### Certificates /Documents required to be submitted in the Techno-Commercial Bid

The prospective bidders have to submit the following certificates / documents invariably along-with Techno-Commercial 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. where mentioned/ attached	Remarks
1	EMD in the form of Fixed Deposit Receipt (FDR) /Bank Guarantee			
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 allopathic medicines and consumables and other items/ devices issued by the respective State Drug Controller under the provisions of Drugs and Cosmetics Act, 1940 and Rules, 1945 made there under.			
3	Copy of Declaration of bidder as per Annexure – A, duly signed.			
4	Copy of the valid Registration Certificate of the organisation as per the applicable Act vide clause 2.3 along with the list of Executive Members of the Organisation/ Trust/ Firm			



5	Valid GST Registration Certificate			
6	Undertaking that the voluntary organisation/trust/NGO has not been convicted by State Drugs Controller, and stating that no case is pending against the organisation under the "Drugs and Cosmetics Act, 1940 and Rules 1945"			
7	Copies of the Audited Balance Sheets of last three financial three years			
8	Copy of Drug License renewal copy or fresh copy which is valid at least one year after award of contract			



## **ALL INDIA INSTITUTE OF MEDICAL SCIENCES, Vijaypur, Jammu**

Tender document for opening and running a “24x7 Pharmacy” in the premises of All India Institute of Medical Sciences, Vijaypur, Jammu for supply of Medicines / Surgical Consumables /Implants /Orthotic and Prosthetic Devices . . . etc. to patients only against valid prescriptions/requisitions of AIIMS doctors at approved discounted rates.

### **Bidding Schedule**

The detailed schedule for the same is as follows:

1. Issue of blank Bid documents: Tender document\* will be available on CPP Portal <https://www.eprocure.gov.in/epublish/app> and the website of AIIMS, Vijaypur, Jammu <https://www.aiimsjammu.edu.in>

portal website from where it may be downloaded.

2. Web site address for bid: <https://www.eprocure.gov.in/epublish/app> and <https://www.aiimsjammu.edu.in>

3. **Tenderer needs to deposit the EMD Amount as mentioned above in the form of FDR/Bank Guarantee in Favor of “The Executive Director & CEO, AIIMS, Vijaypur, Jammu”, payable at Jammu and its legible Hard copy of EMD, in sealed envelope should be submitted along with prequalification documents in the Technical Bid Envelope, before the closing date of Submission of Bid in the Box kept in the Committee Room of Procurement Section, 5<sup>th</sup> Floor, Academic Block, AIIMS Vijaypur, Jammu-184120 (J&K)India.**

**Bidders can download the complete set of bidding documents from the CPP portal: <https://www.eprocure.gov.in/epublish/app> and <https://www.aiimsjammu.edu.in> If any Bidder cannot download the tender documents from the above websites. They may collect the Hard copy of the Tender Documents from Procurement Section**

Bidders have to submit the bids offline by uploading all the requisite documents through above mentioned websites.

***Important: The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not as per required bidding may result in rejection of the bid. The Bidder shall bear all costs associated with the preparation and submission of the bid, and the Client will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.***



**The Executive Director, AIIMS Vijaypur, Jammu, reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.**

Tender Box, Placed at Procurement Section, 5<sup>th</sup> Floor, Academic Block, AIIMS, Vijaypur, Jammu-184120

4. Pre-bid Meeting: On 04/11/2024 Time 11.00 Hrs (Monday) will be held Physically at Committee Room of Procurement Section, 5<sup>th</sup> Floor, Academic Block, AIIMS, Vijaypur, Jammu-184120

5. Amount of earnest money deposit: **Rs 60.00,000/- (Rupees sixty lakhs only) of estimated tender value)**

by FDR/ Bank Guarantee.

6. Method of submission: Offline

7. Last date & time for submission of Bid: **as mentioned in the critical date sheet**

\* In case the tender documents are downloaded from the website:

The bidders may download the tender documents directly from the website available at <https://www.eprocure.gov.in/epublish/app> and <https://www.aiimsjammu.edu.in>. All the pre-qualification documents including EMD as required in the tender document should invariably be accompanied with the technical bid. Tenders submitted without complying with the directions as above will be summarily rejected.





## **SECTION – I**

### **Instruction to Bidders**

#### **1. SCOPE OF WORK**

1.1 To set up and operate 24x7 Pharmacy within the premises of All India Institute of Medical Sciences, Jammu for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices . . . etc. on discounted rates. The 24x7 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. The space for shop will be provided by AIIMS, Jammu on monthly CPWD rates. The vendor will also pay for electricity, water bills and sanitation bills.

1.2 To maintain sufficient stocks of medicines, consumables, surgical items, Implants, Instruments, etc for sale at the Pharmacy at discounted rates.

1.3 To sell medicines, surgical items, Implants, Instruments, etc. to patients/ staff only against valid prescriptions/requisitions of AIIMS doctors at pre-approved discounted rates.

1.4 Bidder will ensure use of bar-coding on each item and optical scanner at point of sales.

1.5 Expenditure on establishment of shop, broadband Internet connectivity, telephone, etc. shall be borne by the bidder.

1.6 The available discount on all items should be clearly and prominently displayed outside pharmacy.

1.7 The selected bidder shall arrange and will be responsible for all clearances / formalities including drugs license from the respective State Drug Controller for opening the 24x7 Pharmacy in the allotted space.

1.8 Selected bidder 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 & Drugs and Cosmetic Rules 1945 made thereunder.

#### **2. ELIGIBILITY**

2.1 The bidder must be holding valid licenses as on the date of Bid opening in specified forms for various categories of allopathic medicines issued by their respective State Drug Controller under the provisions of Drugs and Cosmetics Act, 1940 & Rules made thereunder.



2.2 The bidder must not have been convicted by the State Drugs Authorities and no case should be pending under the provisions of Drugs and Cosmetics Act, 1940 & Rules 1945 made thereunder

2.3 That the bidder must have at least three-year experience of operating a pharmacy and should have an annual turnover of Rs. 2 crores.

2.4 Copies of the IT return of three financial years and valid GST Registration Certificate. is to be furnished.

2.5 The bidder should also submit a certificate on the official letter head stating that up-to-date Income Tax Returns have been filed and there are no dues with the concerned department,

2.6 The prospective bidder should also attach copies of IT and GST returns for the last three years.

### **3. COST OF BIDDING**

3.1 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.

3.2 A pre-bid meeting will be held on 04/11/2024 at 11.00 Hrs (Monday) Physically Pre-bid meeting at Committee Room, Procurement Section, 5<sup>th</sup> Floor, Academic Block, AIIMS, Vijaypur, Jammu-184120 (as per Bidding Schedule) wherein the prospective bidders will have an opportunity to obtain clarifications regarding work and tender conditions. Prospective bidders are advised to visit the site earmarked for 24×7 Pharmacy in AIIMS premises before pre-bid meeting.

### **4. BIDDING PROCEDURE, SIGNING AND SEALING OF BIDS**

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

**Part 1: “Technical Bid”**

**Part 2 : Financial Bid**

#### **Two Bid System Terms & Conditions**

**The required hard copies of respective bids shall be submitted separately in sealed envelopes, and both bids will be submitted in one outer envelope before the closing dates of the bids as per the instructions given in this Tender document. The participating Bidder shall submit all requested bid documents (i.e. Technical and Financial Bid) duly signed and scanned copies in the tender box. If any of the requested document’s scanned copies are not found submitted on the tender box by the Bidder, their bid is liable for rejection. Please study this tender very carefully and fill it out accordingly.**



### Validity of Tender & Period for Rate Contract:

The validity of the Bid tender Document shall be for 120 days after the acceptance and issue of Notification of award/conclusion of the Rate Contract Agreement shall be valid for two year period extendable further for a period of one years on a yearly basis as per mutually agreed similar terms & conditions. Each document should be serially numbered and duly signed by the bidder with the firm's rubber stamp on each page. **In the absence of any documents, the tender may be rejected.**

The tender shall be submitted in 02 (Two) parts, one single outer envelope and 02 inner envelopes (Technical Bid and Financial bid will be sealed separately in separate envelopes inside) and submitted offline in the tender box: -

1. **Technical Bid:** Technical bids of all tenders shall be opened.

2. **Financial Bid:** The Financial Bids of bidders who qualify at the Technical Bid Stage will be opened after that.

- Hard copies of documents to be submitted on or before the closing date:
- **Serial Number of submitted documents should be in sequence as mentioned below:**
- **Hard Copies of Undertakings should be submitted in a sealed envelope in original in the Tender Box kept in the Committee Room of Procurement Section, 5<sup>th</sup> Floor, Academic Block, AIIMS, Vijaypur, Jammu-184120 (J & K) India, on or before the Closing date of Bid Submission.**

**A.** Original copy of Undertaking for acceptance of all Terms & Conditions mentioned in this Tender on Non-Judicial Stamp Paper worth Rs. 500/- duly attested by Notary.

**B.** Original copy of Undertaking for Criminal Liability on Non-Judicial Stamp Paper worth Rs. 500/- duly attested by Notary.

**C.** Original copy of Integrity Pact on Non-Judicial Stamp Paper worth ₹ 500

- Signed & scanned copy of the technical bid
- Signed and scanned valid copy of Firm/Company Registration/Incorporation Certificate.
- Signed and scanned copy of GST Registration and proof of latest quarter GST returns filed by the participating Bidder Company.
- Signed and scanned copy of PAN Card in the name of firm/company.
- Signed and scanned copy of CA certificate for Income Tax return of the firm/company for the last three financial years (**i.e. Financial Year- 2021-22, 2022-23 and 2023-24**)



- Legible scanned copies of the CA Certificate for Audited Balance Sheet and Profit & Loss account for any two years of the last five Financial Years (excluding the **COVID-19 period**) duly certified by the Chartered Accountant/Company Secretary must be submitted. The Annual Turnover of the Bidder company for participating in this tender must exceed **Rs. 2 Crore**. For this purpose, a scanned copy of the letter duly certified by the Chartered Accountant/Company Secretary, clearly mentioning the above any two of the five FY's Annual Turnover Figures, must be submitted for necessary references by the Bidder.
- List of Name of the Organizations and their contact details where the same nature of Items have been previously supplied by bidder to any INI/Government Hospital/Institute/PSU's/Other reputed Institutions in India in the **Last Three Financial Years (FY 2021-22,2022-23 and 2023-24)** must be submitted. If any Bidder will not submit the list of the above information with respect to the items asked in this Tender document of the requested FYs, their bid is liable for rejection.
- Signed and attested legible scanned copies of at least three Numbers of **Previous Purchase Order Copies** which they have supplied to various reputed INI/Government Hospitals/Institutions/PSU's/Other reputed Hospitals/Institutions in India in the last Three Financial Years in Chronological Order from **FY- 2021-22,2022-23 and 2023-24)** clearly showing the financial value of PO Amount for Technical bid evaluation purpose.
- Only those bidders who qualify for the Technical Bid Stage after evaluation of the above-mentioned Qualification documents, submitted in the Tender Box shall be considered for Technical Evaluation and shall be intimated separately.

**NOTE:-**

***All above documents shall also be submitted in the Tender Box serially and page numbered legibly. bid with the absence of any document will invite rejection of bid, and no further communication in any form shall be entertained, i.e., the above documents are mandatory for qualification to the next stage of the bid.***

**4.2 Earnest Money**

The bidders are required to submit their EMD amount of Rs. 60,00,000/- (Rs. sixty lakhs only) exclusive of GST, in the name of "Executive Director, AIIMS, Vijaypur, Jammu" in the form of Fixed Deposit Receipt /Bank Guarantee issued by a Scheduled Indian Bank. Original EMD should be submitted along with the technical bid, failing which the quotation will be summarily rejected and no communication will be entertained in this regard.



### **4.3 Documents establishing Bidders eligibility (Technical Bid)**

**The following documents should be submitted along with the tender bid as mentioned below.**

- a) 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 and allied items issued by the Drug Control authority of the respective 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.
- b) Copy of Declaration of bidder as per Annexure – A, duly signed.
- c) Copy of the valid Registration Certificate as per the applicable Act vide clause 2.3 along with the list of Executive Members of the Organisation/ Trust/ Firm
- d) Undertaking on stamp paper that the bidder has not been convicted by State Drugs Controller, and stating that no case is pending against the vendor under the “Drugs and Cosmetics Act and Rules” as well as under the “Drugs Price Control Order” issued from time to time.

### **4.4 PERIOD OF CONTRACT**

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 further one year at a time at the sole discretion of the Executive Director, AIIMS, Vijaypur, Jammu on the same terms and conditions.

### **4.5 RIGHT TO ACCEPT / REJECT ANY BID**

The Executive Director, AIIMS, Vijaypur, Jammu reserves the right to annul the bidding Process and reject any or 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.

### **4.6 PERFORMANCE BANK GUARANTEE**

The successful bidder will have to furnish a Performance Bank Guarantee for an amount of Rs1,00,00,000/- (Rupees one crore only) either in the form of Bank Guarantee valid for 30 months (as per format at Annexure – B) issued by the Scheduled Bank or through FDR payable to “Executive Director AIIMS, Vijaypur, Jammu”. No claim shall be made against AIIMS in respect of interest, if any due on the Performance bank guarantee.

The Performance Bank guarantee should remain valid up to six months beyond the validity of the contract. In case of extension of the contract, the validity of PBG will have to be extended accordingly.



#### 4.7 INDULGENCE IN CORRUPT OR FRAUDULENT PRACTICES

(i) The Institute requires that the Bidder observes the highest standards of ethics during the procurement and execution of this contract.

(ii) 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; and

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.

(iii) 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.

(iv) 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 was found that the firm was engaged in corrupt and fraudulent practices in competing for or in executing the contract.

#### Part 2: "Commercial Bid" (Financial Bid)

**5.0** Duly filled-in prescribed Bid Form (**Price Bid** as per Annexure C) containing the discount offered on MRP will have to be submitted. The discount offered will have to be **more than 30% of MRP, in any case for vendors to be eligible for the bid and prominently displayed in bold on all items across the board, to be sold** at the pharmacy in the space provided by AIIMS.

**5.1** Contract will be awarded to the bidder who will quote for maximum percentage of discount on printed MRP on all items across the board, subject to fulfilment of technical bid and all other terms and conditions.

Percentage discount will become applicable on the MRP mentioned and will be inclusive of GST etc. No taxes of any kind would be levied on the discounted price. The MRP on the products should be the prevailing MRP on same goods available in the market at a particular point of time.

**5.2** 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 bidder, 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 persons. If on enquiry, it appears that the person so signing has no authority to do so, AIIMS, Vijaypur, Jammu 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.

### 5.3 PERIOD OF VALIDITY OF BIDS

The Bids shall be valid for acceptance for 120 days.

### 5.4 INVENTORY MANAGEMENT

1. Inventory management will be through computerized system 2. Periodical inspection by the duly constituted Monitoring Committee will be carried out to verify the stock position of medicines, cold chain maintenance, bar coding etc.

### 5.5 PENALTY

In case the bidder 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.

### 5.6 FORFEITURE OF EMD /PERFORMANCE BANK GURANTEE

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

- i. To sign the contract in accordance with the terms and conditions, and
- ii. To furnish Performance bank guarantee as per the terms and conditions.

(II) **Performance Bank Guarantee** is liable to be forfeited if selected bidder:

- 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, etc.
- iv. Over – charging i.e. not offering the pre-determined discount
- v. Non-payment of rent / any other dues.



### 6.1 SUBMISSION OF BIDS

Bidders will submit all the Bid documents, under two-bid system (Technical Bid & Price Bid) Offline in the Tender Box

### 6.2 OPENING OF BIDS

Tender (Technical Bid) shall be opened in Committee Room as per schedule

### 7 MISCELLANEOUS

The successful Bidder's Earnest Money will be returned upon the Bidder executing the Contract and furnishing the Performance bank guarantee. Unsuccessful Bidder's Earnest Money will be returned within 30 days after the successful completion of the tender process.

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## **SECTION –II**

### **Terms and Conditions of Contract**

#### **1. NON-SUBSTITUTION**

The bidder will not change generic drug /molecule mentioned by the treating doctor. In case of request for specific brand of medicines, the brand shall not be substituted irrationally. However, the 24x7 pharmacy will be provided with a list of all the standard manufacturers; duly recommended by the Monitoring Committee constituted by the Executive Director.

#### **2.1 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.

#### **2.2 INDIVIDUAL PACKETS**

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

#### **3. LIFE PERIOD OF MEDICINES SUPPLIED**

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

#### **4. PERFORMANCE BANK GUARANTEE (PBG)**

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

**Performance bank guarantee** is liable to be forfeited if selected bidder:

- 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 bidder should not stop the sale of the Medicines /Surgical Consumables / Implants / Orthotic and Prosthetic Devices, etc. without giving 30 days prior notice to AIIMS, Jammu.



## 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 four hours to the patient.

In case the bidder 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 / complaint by the purchaser etc., after the payment, then bidder will be penalized for Rs. 1000/- plus cost of the specific brand for each such default.

## 6. TERMINATION FOR DEFAULT

AIIMS, Jammu 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 and forfeit the PBG, too:

- (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 judgement of the AIIMS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- (d) Any other default as may be determined by the Institute.

## 7. SALE OF MEDICINES etc.

7.1 Sufficient stock of standard quality of medicines / surgical item / medical implant/ Orthotic and Prosthetic Devices at all times will have to be maintained by the bidder.

7.2 The bidder 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.

7.3 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, bidder will be liable to be penalised which may include being debarred for a period of 3 years besides other legal action as may be necessitated.

7.4 Medicines / surgical items for the patient shall be supplied in individual packets by the bidder.



## 8. RETURN OF UNCONSUMED STOCK OF MEDICINES /SURGICAL ITEMS

Bidder 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. AIIMS 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 Executive Director, AIIMS who shall give written award of his decision to the Bidder. The decision of the Executive Director, AIIMS will be final and binding. For all legal matters, jurisdiction will be of Jammu High Court / District court Samba.

## 11. NOTICES

11.1 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 E-mail and confirmed by original copy by post to the other Party's address as below.

11.2 Notice shall be effective when delivered or on the notice's effective date, whichever is later.



**ANNEXURE – A**

**DECLARATION OF BIDDER**

From:

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

To:

The Executive Director,

+



All India Institute of Medical Sciences,  
Vijaypur, Jammu

Dear Sir,

1. I / We hereby offer to open & run 24 x 7 pharmacy shop to sell medicines and surgical consumables/implants, orthotic and prosthetic devices etc. to patients attending AIIMS, Vijaypur, Jammu as indicated in the Bid notice in the acceptance of Bid at the rate given in **Price Bid** attached and agree to hold this offer open till \_\_\_\_\_. I /we shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I / we have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
3. I / we are fully aware of the nature of medicines and surgical consumables / implants etc. required; and my /our offer is to sell the medicines and surgical consumables / implants etc. strictly in accordance with the requirements of patients.
4. I/ we agree to arrange supplies of standard quality drug and surgical consumables / implants.
5. I / we agree that the supply of aforesaid will comply with provisions of Drugs & Cosmetics Act, 1940 and rules made there under.
6. My /our organisation has not been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act, 1940 and corresponding Rules.

SIGNATURE OF WITNESS

NAME

ADDRESS:

SIGNATURE OF BIDDER

NAME:

ADDRESS:



**ANNEXURE – B**

**PERFORMANCE BANK GURANTEE (PBG)**

**(For an amount of 10,0,00,000/-of Estimated Contract Value only)**

To,  
The Executive Director,  
AIIMS Vijaypur, Jammu

WHEREAS \_\_\_\_\_ (Name of successful bidder), hereinafter called “Successful Bidder” has undertaken, purchase Contract NO. \_\_\_\_\_ dated \_\_\_\_\_ 2024 to \_\_\_\_\_ (Description of Services) hereinafter called “the Contract” in pursuance of Tender Document dated \_\_\_\_\_ issued by \_\_\_\_\_.

AND WHEREAS it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee by a scheduled bank for entering into a contract.

AND WHEREAS it has been stipulated by you in the said contract that the successful bidder shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for the compliance with the successful bidder’s performance obligations in accordance with the contract AND WHEREAS we have agreed to give guarantee for the successful bidder.

1.THEREFORE, WE hereby affirm that we are guarantors and responsible to you up to a total sum of Rs. 10,0,00,000/-of Estimated Contract Value) and we undertake to pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

2. A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us notwithstanding any differences between you and successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.



3. In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee.
4. You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and conditions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.
5. We undertake not to revoke this guarantee during its currency.
6. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.
7. This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of thirty months or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this day of 2024 \_\_\_\_\_ at \_\_\_\_\_

SIGNED, SEALED AND DELIVERED

For and on behalf of (Name of the bank)

By:

(Signature)

(Name)

(Designation)

(Address)



**ANNEXURE – C**

**PRICE BID**

From:

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

To:

The Executive Director,  
All India Institute of Medical Sciences,  
Vijaypur, Jammu

Dear Sir,

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

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

	Sr.No. Type of Drug	Minimum Discount	Discount offered (in figures)	Discount offered (in words)
1.	All Items	30 %		

**Note: Bid of firms quoting discount less than 30% on MRP shall be summarily rejected and no correspondence shall be entertained in this regard.**

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Rubber Stamp





ALL INDIA INSTITUTE OF MEDICAL SCIENCES, VIJAYPUR, JAMMU-184120  
(A CENTRAL AUTONOMOUS BODY under PMSSY, MOH&FW, GOVERNMENT OF INDIA)

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