



**JAWAHARLAL INSTITUTE OF POST GRADUATE MEDICAL EDUCATION &
RESEARCH
(JIPMER)
GOVERNMENT OF INDIA
(An Institution of National Importance under Ministry of Health & Family Welfare)**



Dhanvantri Nagar, Puducherry-605006

**E-TENDER FOR OPENING AND RUNNING OF 24X7- PAID PHARMACY AT JIPMER
HOSPITAL CAMPUS,
PUDUCHERRY**

Advertised-Tender Enquiry No: JIPMER/24x7PHARMACY/2024

(This document contains 52 pages)



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NOTICE INVITING E TENDER

Advertised-Tender Enquiry No: JIPMER/24x7PHARMACY/2024

On behalf of the Director, JIPMER Puducherry, online bids are invited in Two cover System (Technical bid and Financial bid) by e tender from reputed/ branded/ Chain of Pharmacies / Authorized Dealers/Distributors for opening and running of 24x7 Paid Pharmacy (hereinafter referred to as “the Project”) within JIPMER Hospital campus, Puducherry for sale of Medicines/ Surgical Consumables / Implants and Medical devices etc. to patients against valid prescriptions of JIPMER Doctors at approved discount rates.

The tender Document can be downloaded from JIPMER Website www.jipmer.edu.in or <https://eprocure.gov.in/eprocure/app> .

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

The Director of JIPMER, Puducherry or his designated officer will be hereinafter called the “Authority”.

CRITICAL DATE SHEET

S. No.	ITEM	DESCRIPTION
1	Date of notification and Download of E Tender documents	Tender documents can be downloaded from CPP portal www.eprocure.gov.in or from JIPMER website: www.jipmer.edu.in from 04 th January 2025
2	Pre-bid queries can be made through e mail to	jipmer.pharmacy@gmail.com
3	Clarification End date	09 th January 2025 upto 4.30 PM
4	Date, time & Venue of pre-bid meeting	10 th January 2025 at 2.30 PM Institute Council Room, JIPMER
5	Commencement of submission	11 th January 2025 at 9.00 AM
6	Last Date for submission of Technical bid and financial bid	30 th January 2025 up to 12.00 Noon
7	Cost of the Tender processing fee	Rs. 1180 (1000 + 18% GST)
8	Date of opening of Tender (Technical bid)	31 st January 2025 at 12.00 Noon
9	Date & time of opening of Tender (Price bid)	Shall be communicated to technically qualified bidders

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1. DETAILS OF TENDER APPLICATION

S. No.	ITEM	DESCRIPTION
1	Tender Reference	JIPMER/24x7PHARMACY/2024
2	Mode of bidding	National Competitive Bidding for two cover system by e tender
3	Budget	Domestic/ National
4	Description of Tender	Opening and running 24x7 Paid Pharmacy in JIPMER Hospital Campus, Puducherry
5	Cost of the Tender processing fee	Rs. 1180 (1000 + 18% GST)
6	Method of payment (application cost & EMD)	Through SBI Collect Link available in JIPMER website
7	Submission of bid	E Tender
8	Address for Communication	The Officer In Charge of Pharmacy Dept. of Pharmacy First Floor, Pharmacy Block JIPMER. Puducherry-605006.
9	Contact official	Chief Pharmacist, Dept. of Pharmacy First Floor ,Pharmacy Block, JIPMER. Puducherry. 605006
10	Phone Number	0413-2296617 0413-2271269
11	Website	www.jipmer.edu.in
12	E-mail	jipmer.pharmacy@gmail.com

2.SCHEDULE OF TENDER

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2. INTRODUCTION

Brief Description of services:

Jawaharlal Institute of Postgraduate Medical Education and Research (JIPMER), Puducherry, was established by the Government of India to provide health care service to the country and to attain self-sufficiency in graduate & postgraduate medical education. This is a multidisciplinary super specialty hospital with bed strength of 2059 and daily average OPD attendance is more than 5000.

The Director of JIPMER, Puducherry or his designated officer will be hereinafter called the “Authority”.

This e tender is invited for opening and running of 24x7 Paid Pharmacy within JIPMER Hospital campus, Puducherry (hereinafter referred to as “the Project”) for sale of Medicines/ Surgical Consumables / Implants and Medical devices etc. to patients against valid prescriptions of JIPMER Doctors at approved discount rates.

3. SCOPE OF WORK

1. The space for pharmacy will be provided by JIPMER on monthly rental @ Rs 130 per square meter subject to change as per Government of India guidelines. The allotment will be for a period of two years. It may be extended as per competent authority discretion for a maximum period two years.
2. Rent will be revised by the competent authority from time to time based on the CPWD rates and has to be paid to JIPMER administration.
3. Bidder has to pay commercial power tariff to JIPMER administration on monthly basis an amount based on the power consumption.
4. A space with 15/20.25 Sq.Mtr area will be provided.
5. Expenditure on establishment of Pharmacy, Air-conditioning, Furniture, Refrigerator, telephone etc. shall be borne by the bidder.
6. Selected bidder should set up and operate 24x7 Paid Pharmacy with the approved discount rates.
7. Drug license/GST registration etc. for the Pharmacy should be obtained within two months of award of contract.
8. The Pharmacy should be open for 24 Hours on all days including holidays.(24x7)
9. Bidder has to permanently display the percentage of discount offered for the drugs for public information in the prominent places of JIPMER.
10. Bidder should maintain a website with available list of items (Drugs, surgical consumables, implants and devices) under the categories listed in this tender and provide access to the prescribers at JIPMER. This list must be updated periodically to reflect the current status at any given point of time.
11. Selected bidder shall employ registered pharmacists as per the provisions of Pharmacy Act 1948, Drugs and Cosmetics Act 1940 and rules made there under. All dispensing should be done only by qualified pharmacists.
12. Drugs should be sold only against valid prescription from JIPMER Hospital. Prescription from elsewhere should not be entertained.
13. Supply has to be made on prescription immediately (essential drugs). All essential drugs listed in the National List of Essential Medicines 2022 must be available at all times for dispensing. All implants, disposables and surgical items as per the list provided by the pharmacy from time to time must be made available.
14. For the rare moving/specialty drugs, supply has to be made within 48 hrs.
15. All the goods sold should bear the Maximum Retail Price (MRP) printed on the package.
16. The Paid Pharmacy must have computerized billing system and issue printed receipts with details of discount offered.
17. Other than drugs as defined in the Drugs and Cosmetics Act 1940 and rules made there under, no other item should be sold.
18. Credit based payment must be made available for and only for PMJAY and Other state insurance patients. Payment will be made by JIPMER within six weeks from submission of error free invoice by the paid pharmacy. Invoice to be submitted after discharge of the patient.
19. Bidder should not sublet the contract to any other person(s)
20. All the emergency local purchases requested by the Pharmacy Department has to be given top priority and the supply has to be made within 48 Hrs.

21. The applicant shall at his own cost comply with the provision of labour laws and other statutory 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 but not limited to, 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, ESI Act. 1948 and Contract Labor (Regulation & Abolition Act. 1970). JIPMER shall be a 'no liability' in this regard.
22. The bidder shall not employ persons below the age of 18years.
23. The Bidder shall not employ any person with criminal antecedents.
24. Bidder shall provide proper identification cards to all employees.

4. ELIGIBILITY

The eligibility conditions for participating in the tender and the supporting documents to be attached are listed in the table below.

Documents to be submitted in support of Eligibility & Qualification Criteria:

S No	Eligibility Criteria for the Bidder	Documentary Evidence
I	A Bidder may either be a Proprietary firm/ Partnership firm/ Private limited Company incorporated under the Companies Act 1956/2013 or a Society registered under Societies Registration Act, 1860, or a trust registered under the Indian Trusts Act, 1882 or Non-Governmental Organization/Charitable Organization registered under the applicable governing laws.	Appropriate certificates/Certificate of incorporation. Individuals are required to provide proof of domicile.
II	The Bidder should have Minimum 3 years' experience in buying and selling medicines.	Drug licence (Form 20, 20-A, 20-B, 20-G or 21-B Narcotic Drug Licence etc., which ever applicable) in specified form issued by Competent authority of Central and State)
III	The Bidder should have Rs 10 crores average annual turnover in the last three years. (2020-2021,2021-22 and 2022-23)	Auditor certificate of the annual turnover for the preceding three years
IV	The bidder should be registered with appropriate tax authorities such as Income Tax, GST, etc.	Copies of PAN card and GST registration
V	The bidder should have filed IT returns regularly for the last three years.	Last three Years ITRs, and other relevant documents (2020-21, 2021-22, 2022-23)
VI	The bidder should have financial resources of at least 10 lakhs in terms of bank balance and FDs as on 31.03.2024	Chartered accountant's certificate and banker's

	and the bidder should be willing to commit enough funds for executing the project in case it is allotted to them. Bidder has to submit chartered accountant's certificate as well as the banker's certificate.	certificate.
VII	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 made there under	Non Conviction Certificate from State Drug Controller should be produced.
VIII	The bidders must give a minimum of 40% discount on the MRP printed on the package for all the Surgical consumables, implants and medical devices.	Self-declaration from the Bidder (on letter head)
IX	The bidder shall be single point of contact with JIPMER and shall be solely responsible for the execution and delivery of the work.	Self-declaration from the Bidder (on letter head)
X	Any entity or individual having a retail business of selling medicines within the campus in Puducherry must provide a declaration (i) to forgo the existing business in the event of award of contract and (ii) for not having any dues pending with JIPMER. (Not applicable for Jan Aushadhi Kendra as it is a Central Government initiative to sell generic medicines)	Self-declaration from the Bidder (on letter head)
XI	Any individual who is employed in JIPMER (Puducherry/Karaikal) in regular capacity and their family members are not eligible to submit the E-TENDER. (Family means spouse, siblings, spouse of sibling, children, spouse of children and parents of self and spouse)	Self-declaration from the Bidder (on letter head)
XII	Proof of running of pharmacy in hospitals other than JIPMER, if any.	Copies of the orders/satisfactory performance report/certificate from the Hospital to be attached with the details

Note : Failure to include any applicable document(s) mentioned above will lead to rejection of E-TENDER application

For the purposes of this E-TENDER, annual turnover means:

- (a) In case the Bidder is a company or any other entity except for a society or trust, the gross amount of revenue recognized in the profit and loss account by a company during a financial year. It is clarified that it shall not include interest earned from financial instruments.
- (b) In case the Bidder is a society or a trust, the gross receipts which includes donations from individuals and corporations, support from government agencies, income from activities related to the organization's mission, and income from fund raising activities, membership dues, and financial investments such as stock shares in companies.

5. Earnest Money Deposit

The EMD of Rs. 1,00,000/- is to be paid through **SBI collect ONLY** . Online payment is

through SBI Collect link (<https://jipmer.edu.in> -> online payments -> Bid fee) found in the JIPMER website (<https://jipmer.edu.in>).

The Earnest money shall be valid for a period of 425 days, that is, sixty days (60) days beyond the validity period of the Bid.

Unsuccessful Bidders' earnest money will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty days after award tender. The Successful Bidder's earnest money will be returned without any interest, after receipt of performance security and contract form from that Bidder.

Earnest Money is required to protect the purchaser against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid or if it comes to notice that the information/documents furnished in its Bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful Bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security or fails to enter into a contract with the Authority within the specified period.

Micro and Small Enterprises are exempt from paying EMD. However, in lieu of EMD the bidder must submit a "Bid Security Declaration" in the format given in Annexure XII. In the event of non fulfillment or non observance of any condition stipulated in the contract , the MSMSE bidder shall pay a penalty equivalent to the EMD to offset loss incurred by Tender Inviting Authority consequent to breach of contract.

6. INSTRUCTION TO BIDDERS

1. A bidder shall submit only one Bid.
2. The Bid shall be furnished in the BoQ in the E-Tender portal.
3. The prospective bidders must register with the E-procurement system of <https://eprocure.gov.in/eprocure/app>.
4. Special Instructions to the bidders for the e-submission of the bids online through this e-Procurement Portal on completion of the registration process is given in <https://eprocure.gov.in/eprocure/app>.
5. The bidders will be provided user ID and password upon enrollment. In order to submit the bids electronically, bidders are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).
6. Bidders are requested to read the bidders document on e-tender web site before proceeding for bidding.
7. Post receipt of User ID & Password, bidders can log on for downloading & uploading tender document
8. The Bidder should submit a Power of Attorney as per the format, duly supported by a charter document authorizing the signatory of the Bid. (Not applicable for bidders who themselves are applicants)
9. Failure to meet any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
10. The Bid and all communications in relation to or concerning the Bidding documents and the Bid shall be in English.

11. The Bidding documents and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
12. Any award of contract to this E-TENDER shall be subject to the terms of Bidding Documents.
13. Any entity which has been barred by the Government of Puducherry or any other state/ Union Territory or Government of India, or any entity controlled by it, from participating in any tender/ project, and the bar subsists as on the closing date of Bid, would not be eligible to submit a Bid.
14. Any entity or individual having a retail business of selling medicines within the campus (JIPMER Puducherry) must submit a self-declaration (i) to forgo the existing business in the event of award of contract and (ii) for not having any dues pending with JIPMER. (Not applicable to Jan Aushadhi Kendra)
15. Any individual who is employed in JIPMER (Puducherry/Karaikal) in any capacity/manner and their family members are not eligible to submit the E-TENDER. (Family means spouse, siblings, spouse of sibling, children, spouse of children and parents of self and spouse)
16. The bidders must give a minimum of 40% discount on the MRP printed on the package for all the Surgical consumables, implants and medical devices.
17. The following conditions shall be adhered to while submitting a Bid:
 - (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information.
 - (b) Information supplied by a Bidder must apply to the Bidder.
18. TENDER FEE: The cost of tender fee is Rs. 1000/- +18% GST (Rs. 1180/-) to be paid through **SBI collect ONLY**. Online payment is through SBI Collect link (<https://jipmer.edu.in> -> online payments -> Bid fee) found in the JIPMER website (<https://jipmer.edu.in>).

7. BID SUBMISSION

1. The bidders must ensure that they submit the **on-line bids only** within the scheduled closing date & time.
No physical documents need to be submitted.
2. **Late Submission:**
There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system.
3. **Alteration and Withdrawal of bid**
 - i. The bidder, after submitting its bid, is permitted to alter/modify its bid, within the deadline for submission of bids. Alterations/modifications to bids received after the prescribed deadline will not be possible on the e-tender portal.
 - ii. No tender should be withdrawn or modified after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws or modifies the tender during this period, it will result in the tenderer forfeiting his EMD. MSE bidders who have submitted "Bid Security Declaration" in lieu of EMD shall be

suspended from participating in all tenders invited by JIPMER for a period of two years with effect from the date of withdrawal, as per the terms and conditions of the declaration.

8. PREPARATION OF BID

1. Documents comprising the e-Tender

This is a Two-Bid Tender system, consisting of the **Techno-Commercial Bid** and **Price Bid** that are to be uploaded in the prescribed formats in the e-tendering portal.

2. The tender(s) shall only be submitted online as mentioned below:

A. Techno-Commercial Bid shall comprise

i) In the “Fee” Cover

- a. Scanned copy in pdf format of Tender processing fee payment receipt must be uploaded. Tender processing fee is not exempt for any bidder.
- b. Scanned copy in pdf format of EMD receipt should be uploaded.

ii) In the “Prequal/Technical” cover

Scanned copy in pdf format of the following documents are to be uploaded:

- a. **Documents mentioned under S.No. 1-4 in the table below** must be downloaded, filled in the format prescribed in the firm’s letterhead, signed in full and stamped at the appropriate places by the authorized signatory, and **Authorization letter** for signing tender documents if other than the Owner, Partner, Managing Director must be scanned and uploaded as a single pdf file.
- b. Copies of self attested **documents mentioned under S.No. 5 - 11 in the table below** must be scanned and uploaded as a single pdf file
- c. Declaration by bidder as in **S.No. 12-17 in the table below** must be downloaded, filled in the format prescribed in the firm’s letterhead, signed in full and stamped at the appropriate places by the authorized signatory

Documents required to be Uploaded

(Technical Bid)

S.No	Details of Documents
1	Copies of payment for Tender Fee and EMD to be uploaded in Fee cover
2	Letter comprising the Bid (Annexure -1)
3	Details of the bidder with Brief description of the Company/Trust/Society/Partner/ Proprietor / Details of individual(s) who will serve as the point of contact/ Authorised signatory (Annexure -II)
4	Technical capacity of the bidder (experience of running pharmacy) as mentioned in Annexure - III
5	Auditor certificate of the annual turnover for the preceding three years mentioning the annual turnover - Annexure IV

6	Drug licence (Form 20, 20-A, 20-B,20-G or 21-B Narcotic Drug Licence etc., which ever applicable) in specified form issued by Competent authority of Central and State)
7	Certificate of registration of the firm and certificate of domicile (as mentioned in Point No 1 under eligibility criteria)
8	Copies of PAN card and GST registration and Aadhar card
9	Last three Years ITRs, and other relevant documents (2020-21, 2021-22, 2022-23)
10	Certificate from statutory auditor stating the experience. CA certificate and Banker's certificate with Copies of Bidder's duly audited balance sheet and profit and loss statement for (2020-2021,2021-2022 and 2022-2023)
11	Non-Conviction Certificate issued by the State Drug Control Department
12	Proof of running of bidder's pharmacy in hospitals other than JIPMER, if any. Copies of the orders/satisfactory performance report/certificate from the Hospital to be attached with the details)
13	Self-declaration from the Bidder to give a minimum of 40% discount on the MRP printed on the package for all the Surgical consumables, implants and medical devices. (Annexure - V)
14	Self-declaration from the Bidder for single point of contact (on letter head) (Annexure - VI)
15	Self-declaration from any entity or individual having a retail business of selling medicines within the campus in Puducherry (i) to forgo the existing business in the event of award of contract and (ii) for not having any dues pending with JIPMER. (Not applicable to Jan Aushadhi Kendra) (on letter head) (Annexure - VII)
16	Self-declaration from the Bidder for not being an employee of JIPMER or relative of JIPMER employee (on letter head) (Annexure - VIII)
17	Power of Attorney for signing the Bid (Not applicable for bidders who themselves are applicants). Copy of Memorandum and Articles of Association, if the Bidder is a corporate body (Annexure - IX)
18	Bid Security Declaration (Annexure XII)

Note:

- i) Bidders must ensure that the documents uploaded in pdf format are legible. Illegible documents will be treated as documents not submitted.**
- ii) Bidder must note that the total size of all documents in any one cover, i.e. "Fee cover" and "Prequal/Technical" Cover cannot exceed more than 50 MB. Bidder must accordingly scan and upload only relevant documents scanned at appropriate resolution such as 200dpi, black and white.**

B. Price Bid:

BOQ of Price Bid as in Annexure X to be uploaded

Note:

- i) The bidder must be diligent while filling up the Techno-Commercial Bid and Price Bid BoQ provided in the Portal in prescribed formats and must not tamper with the contents of the sheets.
- ii) It is the responsibility of bidder to go through the Tender document to ensure furnishing all required documents in addition to above, if any.

9. MISCELLANEOUS

10.1 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

10.2 Site visit and verification of information Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarize themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids. **Prior permission to visit the site must be taken from the Authority.**

It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the Authority;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to.
- d) satisfied itself about all matters, things and information including matters referred hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract by the Selected Bidder;
- f) acknowledged that it does not have a Conflict of Interest;
- g) agreed to be bound by the undertakings provided by it under and in terms hereof;

The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to E-TENDER, including any error or mistake therein or in any information or data given by the Authority.

10.3 Verification and Disqualification

The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the E-TENDER and the Bidder shall, when so required

by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation / improper response shall lead to the disqualification / rejection occurs after the Bids have been opened and the Bidder providing highest discount gets disqualified / rejected, then the Authority reserves the right to annul the Bidding Process and invite fresh Bids, or award it to the bidder who offered the next highest discount. In addition, the EMD or Performance Security of the bidder so disqualified shall be forfeited and the Authority may also take other action on the bidder as permitted by law. Micro or Small Enterprises who have submitted Bid Security Declaration in lieu of EMD shall be suspended from participating in future tenders of the institution for two years as per the terms of the declaration.

In case it is found during the evaluation or/at any time before signing of the Contract or after its execution and during the period of subsistence thereof, including the Project thereby granted by the Authority, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of the Letter of Award (LOA) or entering into of the Contract, and if the Selected Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained herein or in this E-TENDER, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder , as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder . In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this E-TENDER, the Bidding Documents, the Contract or otherwise under law.

Authority reserves rights to seek clarification from the documents submitted by the bidders and may ignore minor deviations

10.4 Clarifications

Bidders requiring any clarification on the E-TENDER may notify the Authority by e-mail jipmer.pharmacy@gmail.com. The Authority shall endeavor to respond to the queries during the pre-bid meeting without identifying the source of queries.

The Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

The Authority may also on its own, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given

by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

To facilitate evaluation of the Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If a Bidder does not provide clarifications sought within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

10.5 Amendment and Cancellation of E-TENDER

At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the E-TENDER by the issuance of Addenda or corrigenda.

Any Addendum or corrigendum issued hereunder shall be published online on eprocurement portal and JIPMER website only.

In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

Authority reserve right to cancel bidding process of E-TENDER without assigning any reasons thereof.

10.6 Format and Signing of Bid

The Bidder shall provide all the information sought under this E-TENDER. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects and Bid Security, Document Fee with Power of Attorney (Not applicable for bidder who is applying directly) etc. as specified in the E-TENDER are received in hard copies. Incomplete and /or conditional Applications shall be liable to rejection.

The Bid shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

All pages of the bid document must be signed by the authorized signatory.

10.7 Bid Due Date

Bid comprising of the documents listed in the E-TENDER shall be submitted on or before 12 Noon on 30th January, 2025 at the e-procurement portal. This date will not change even if the date is declared a holiday after the publishing of the bid on eprocurement portal.

10.8 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected. The institute will not be responsible for any postal delay or any other delay in submission of bid due to any reason whatsoever such as strikes, natural calamity like flood, cyclone, etc. In case the closing/opening date is declared a holiday by JIPMER, the bid submission closing/opening date will be the next working day at the same time.

10.9 Modifications/ Substitution/ withdrawal of Bids

The Bidder may modify, substitute or withdraw its Bid after submission prior to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date .

Any additional information supplied subsequent to the specified time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

10.10 Rejection of Bids

Notwithstanding anything contained in this E-TENDER, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

10.11 Validity of Bids

The Bids shall be valid for a period of not less than 365 (Three hundred and sixty five) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

10.12 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not concerned with the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

10.13 Correspondence with the Bidder

Save and except as provided in this E-TENDER, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

10.14 Pre-Bid Meeting

A Pre-Bid meeting of the Bidders shall be convened at the designated date, time and place as mentioned in E-TENDER. The pre-bid Tender meeting will be held on 10th January, 2025 at 2.30 pm in Institute council Room, JIPMER. The agency(s) may get clarified any confusion regarding any terms and condition of the contract during pre-bid meeting and thereafter any claim of doubt/confusion or any things relating to this contract will not be entertained and it will be deemed that the agency has understood everything about this tender. Based on queries of the bidders, committee members will decide to issue any amendments/corrigendum for the tender.

During the course of Pre-Bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

In case the pre-bid conference date is declared a Holiday by JIPMER, the conference will be held on the next working day at the same time.

11 Bid Evaluation

All the E-TENDER applications will be screened for eligibility and qualification criteria. Only eligible bidders will be evaluated for the criteria mentioned in the table below. The committee will evaluate and award the contract to the bidder offering highest discount based on weighted average as detailed below. The committee may call the responsive bidders for discussion to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion.

Minimum discount and weightage criteria for Bid Evaluation

S No	Items	Minimum discount in percentage	Weightage for selection of bidder
1	Branded Drugs*	20	10
2.	Branded Drugs under Drug Price Control Order [#]	20	10
3.	Branded Generics ^{\$}	50	80

Selection Sequence:

1.The bidder who offers the highest “Discount based on weighted average” (H1) will be awarded the contract.

2.In case the bidders obtain the same total score, the bidder with higher experience with proof of running pharmacy will be selected.

3.In case the bidders have the equal experience then the bidder with higher turnover will be selected.

* Branded Drugs- those drugs which are under patent period.

[#]Branded Drugs under Drug Price Control Order – Those drugs listed under Drug Price Control Order issued by NPPA (Latest list should be followed)

^{\$} Branded Generics – Those drugs off the patent period, but marketed under proprietary name.

Note: The brands/ drugs sold must be only those available through other retail pharmacy and must not be those manufactured exclusively for the bidder’s firm. The MRP printed must not be more than that printed on identical products from the same manufacturer/ of the same brand sold in other retail outlets.

Weighted average calculation example

S.No	Items	Weightage	Discount offered by	Calculation
------	-------	-----------	---------------------	-------------

			bidder (%)	
1	Branded Drugs	10	25	$10\% * 25 = 2.5$
2.	Branded Drugs under Drug Price Control Order	10	25	$10\% * 25 = 2.5$
3.	Branded Generics	80	60	$80\% * 60 = 48.00$
		Average Discount	36.7	
		Discount based on weighted average		53

The bidder who offers the highest “Discount based on weighted average” (H1) will be awarded the contract.

12 Terms and Conditions of Contract

The Selected Bidder shall sign a separate Contract for the Project (“Contract”) within one month of intimation of the award of contract failing which the award will be automatically cancelled and the EMD will be forfeited. In case of MSE who have given BSD in lieu of EMD, the bidder shall be suspended from participating in any tender of the institution for a period of two years. The Contract sets forth the detailed terms and conditions for grant of the Project to the Selected Bidder, including the scope of the Selected Bidder services and obligations. The Selected Bidder, shall be responsible for, operation and maintenance of the Project under and in accordance with the provisions of a Contract to be entered into between Authority and Selected Bidder in the form provided by the Authority as part of the Bidding Documents pursuant thereto. The Agreement Period initially shall be for a period of 2 years. The agreement period will be renewed every year with mutual consent of both parties with modifications as proposed by the authority if any for a maximum of 2 years.

13 Performance Security

The successful bidder will have to furnish a Performance Bank Guarantee (Annexure XI) in favour of the Director, JIPMER for an amount of Rs. 10,00,000/- (Rs. Ten Lakhs Only) either in the form of FDR/Bank Guarantee valid for 38 months issued by the Scheduled Bank within three weeks of intimation of award of contract failing which the award will be automatically cancelled and the EMD will be forfeited. In case of MSE who have given BSD (Annexure XII) in lieu of EMD, the bidder shall be suspended from participating in any tender of the institution for a period of two years. No claim shall be made against JIPMER in respect of interest if any due on the Performance Security.

The Earnest Money of the successful Bidder will be returned to him/her with two months of his paying the performance security. The Performance Security/ Bank Guarantee will be returned after deducting any dues, within 60 days after the successful completion of the contract period.

The selected bidder will be under a probation period of six months wherein JIPMER, Puducherry will observe the service provided by the bidder; in case it is deemed that the services are deficient or inadequate, JIPMER, Puducherry reserves the right to terminate the contract forthwith. JIPMER, Puducherry also reserves the right to undertake a periodic review of the services including patient satisfaction, availability of medicines, compliance rate of prescription medicines, quality

parameters, extent of compliance of any other regulations etc and take appropriate measures including termination of the contract if the services provided are seemed to be consistently deficient.

The Authority retains the right to make direct sales and to setup one or more Pharmacies in the same area/location in addition to the existing similar facilities in the campus.

Plain prescription pads should be supplied by paid pharmacy to all OPD's, Wards, ICU's and EMSD. The model of the prescription may be obtained from the pharmacy department. The bidder shall not change generic drug mentioned by the prescribing doctor. In case of request for specific brand of medicines, the brand shall not be substituted.

Supplies are required to be dispensed in original packing of manufacturer. The medicines shall be issued as per prescription in individual covers.

The shelf life of medicines /surgical consumables supplied should not have passed more than half of its shelf life at the time of sale.

The Bidder should not stop the sale of the Medicines without giving 30 days prior notice to the Director, JIPMER

The details of discounts should be displayed boldly for outside of the paid pharmacy.

Sufficient stock of medicines/surgical items/ implants and medical devices have to be maintained by the bidder. 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.

The bidder shall 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 items/ implants and medical devices to the purchaser.

Bidder will accept the unconsumed/ unused medicines/consumables/ from patient, if returned to him in original pack within a week of purchase along with the original cash memo and refund the amount.

14 FRAUD AND CORRUPT PRACTICES

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract, or otherwise.

Without prejudice to the rights of the Authority hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract, or otherwise if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract, such Bidder, at the sole and absolute discretion of the Authority, shall not be eligible to participate in any tender or E-TENDER issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an

agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes of this Section the following terms shall have the meaning hereinafter respectively assigned to them

(a). **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

(b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;

(c) **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

(d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) **“Restrictive practice”** means forming a cartel or arriving at any understanding arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

15. Termination of contract

15.1 Termination for Default

JIPMER, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the contractor, terminate the contract in whole or in part, if the contractor fails to perform any contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by JIPMER.

Unless otherwise instructed by JIPMER, the contractor shall continue to perform the contract to the

extent not terminated.

15.2 Termination for Insolvency

If the Service Provider / Contractor becomes bankrupt or otherwise insolvent by the court of law, JIPMER reserves the right to terminate the Contract at any time, by serving written notice to the Contractor/Service Provider without any compensation, whatsoever, to the Service Provider / Contractor, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to JIPMER.

15.3 Force Majeure

Notwithstanding the provisions contained in above clauses, the Service Provider / Contractor shall not be liable for imposition of any such sanction so long as the delay and/or the failure of the Contractor/Service Provider in fulfilling its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, Force Majeure means an event beyond the control of the Contractor/Service Provider and not involving the Contractor's/Service Provider's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management and freight embargoes.

If a Force Majeure situation arises, the Contractor/Service Provider shall promptly notify JIPMER in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by JIPMER in writing, the Contractor/Service Provider shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15.4 Termination for Convenience

JIPMER/service provider may terminate the contract, in whole or in part for its convenience, by serving a written notice of at least 90 days on the other party at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of party serving the notice. The notice shall also indicate inter alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination will become effective. All the liabilities that are due to either party have to be settled even after the date of closure of the agreement

16. Arbitration and Notices

16.1 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 on 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 as per section 11 of Indian Arbitration and conciliation act 1996 as amended and proceedings shall be conducted in accordance with procedure of Indian Arbitration & Conciliation act 1996 as amended time to time. The decision of the Director, JIPMER will be final and binding. For all legal matter, jurisdiction will be of Puducherry/ Chennai Courts only.

16.2 Notices

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 email and confirmed by original copy by post to the other Party's address. Notice shall be effective when delivered or on the notice's effective date whichever is late.

Annexure I
LETTER COMPRISING THE BID

To
The Director
JIPMER
Puducherry

**Sub: BID FOR E-TENDER FOR OPENING AND RUNNING OF 24X7- PAID PHARMACY
AT JIPMER HOSPITAL CAMPUS, PUDUCHERRY**

DEAR SIR,

1. With reference to your E-TENDER document dated _____, I/we, having examined the E-TENDER document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the agency for the aforesaid Project, and we certify that all information provided in the Bid and in Annexures are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as an agency for the establishment of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/or our/ their Associates have neither blacklisted by Government of Puducherry or Government of India or any of its associates.
7. I/ We declare that:
 - (a) I/We have examined and have no reservations to the E-TENDER document, including any Addendum issued by the Authority.
 - (b) I/ We do not have any conflict of interest in accordance with the E-TENDER document; and
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the E-TENDER document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the E-TENDER document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that the authority may cancel the Bidding Process at any time and that the authority are neither bound to accept any Bid that the authority may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
 9. I/ We believe that I/we satisfy the annual turnover criteria and meet(s) all the requirements as specified in the E-TENDER document.
 10. The Directors / President / Chairperson / Trustee/ Partner/ Proprietor of our _____ (*Please mention the exact nature of the entity such as Company / Society / Trust / Partnership firm/ Proprietorship concern*) M/s _____ have not been criminally indicted or convicted of any offence nor is/are any criminal case(s) pending before any Competent Court.
 11. I/ We further certify that no investigation by any regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
 12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this E-TENDER, we shall intimate the Authority of the same immediately.
 13. The Statement of Legal Capacity as per format provided in the E-TENDER document duly signed is enclosed. The Power of Attorney or Signing of Bid is also enclosed (Not applicable for bidders who themselves are applicants).
 14. I/We acknowledge and agree that in the event of a change in control of an Associate shall be taken into consideration for the purposes of selection under and in accordance with the E-TENDER, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Contract it would, notwithstanding anything to the contrary contained in the Contract, be deemed a breach thereof, and the Contract shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
 15. I/ We understand that the Selected Bidder shall either be a proprietorship concern, or a partnership firm, or an existing Company incorporated under the Indian Companies Act, 1956/2013, or be a society or trust incorporated under the applicable laws of its relevant Jurisdiction of origin.

16. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Contract in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Bipartite.
19. I/We offer EMD of Rs.1,00,000/- (Rupees One Lakh only) for "E-Tender for opening and running Of 24x7- Paid Pharmacy At JIPMER Hospital Campus, Puducherry to the Authority in accordance with the E-TENDER Document.
20. The documents accompanying the Bid, as specified in the E-TENDER, have been submitted.
21. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
22. I/ We agree and undertake to abide by all the terms and conditions of the E-TENDER document.
23. I/We shall keep this offer valid for 365 (three hundred and sixty five) days from the Bid Due Date specified in the E-TENDER.
24. I/ We hereby submit our Bid as indicated in Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Contract

In witness thereof, I/we submit this Bid under and in accordance with the terms of the E-TENDER document.

Date:

Place:

Yours faithfully,
(Signature, Name and designation of the Authorized signatory)
(Name and seal of Bidder)

Annexure II
Details of Bidder

1. (a) Name:
 - (b) State of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s)/ registered office
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company/Trust/Society/Partner/ Proprietor including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
4. Particulars of the Authorised Signatory of the Bidder:
 - a. Name:
 - b. Designation:
 - c. Address:
 - d. Phone Number:
 - e. E-Mail
 - f. Address:
5. Bank account details
 - a. Beneficiary Name:
 - b. Bank Name:
 - c. Account No:
 - d. IFSC Code:
 - e. Branch Address:

(Signature, Name and designation of the Authorised signatory)
(Name and seal of Bidder)

Annexure III
Technical Capacity of the Bidder

Summary of Experience

S.No.	Name and location of Pharmacy	Date/ Year of start of the operations	Number of Years since operational	Remarks
1				
2				
3				

Client certificate and/or statutory auditor's certificate and/or Chartered Accountant's certificate and/or agreement copy and/or Letter of Award evidencing the aforementioned experience of the bidder to be attached. Bidder should also provide copy of Drug License supporting the experience.

(Signature, Name and designation of the Authorised signatory)
(Name and seal of Bidder)

Annexure IV
Certificate from statutory auditor/ CA

Bidder type	Annual Turnover		
	2020-21	2021-22	2022-23
Single entity Bidder			
TOTAL		Average	

Signature of Chartered Accountant / Statutory Auditor:

Name of the Chartered Accountant / Statutory Auditor:

Membership No.:

Name of the Company:

Instructions:

1. The Bidder shall attach copies of the balance sheets and financial statements for 3(three) years 2020-21, 2021-22, 2022-23
The financial statements shall:
 - (a) reflect the financial situation of the Bidder and its/ their Associates where the Bidder is relying on its Associate's financials;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year.
3. The Bidder should provide details of its own Financial Capability or of an Associate specified

(Signature, Name and designation of the Authorised signatory)

(Name and seal of Bidder)

Self-Declaration -I (Annexure V)
(To be provided on the bidder's letter head)

To
The Director
JIPMER
Puducherry.

I/we affirm hereby that the undersigned/firm, agree to give a minimum of 40% discount on the MRP printed on the package for all the Surgical consumables, implants and medical devices.

Signature
(Name and designation of the Authorised signatory)
(Name and seal of the bidder)

Self-Declaration -II (Annexure VI)
Letter of Legal capacity
(To be provided on the bidder's letter head)

To
The Director
JIPMER
Puducherry.

I/we hereby affirm that I am the authorized signatory for this tender and I shall be the single point of contact with JIPMER and shall be solely responsible for the execution and delivery of the project (work).

Signature
(Name and designation of the Authorised signatory)
(Name and seal of the bidder)

Self-Declaration -III (Annexure VII)
(To be provided on the bidder's letter head)
(Only for those running retail business of selling medicines within JIPMER,Puducherry)

To
The Director
JIPMER
Puducherry.

I/we affirm hereby that the undersigned/firm have retail business of selling medicines within the JIPMER Puducherry campus and agree to forgo the existing business in the event of award of paid pharmacy contract.

I/we declare that I/we do not have any dues pending with JIPMER.

Signature
(Name and designation of the Authorised signatory)
(Name and seal of the bidder)

Self-Declaration -IV (Annexure VIII)
(To be provided on the bidder's letter head)

To
The Director
JIPMER
Puducherry.

I/we affirm hereby that the undersigned/firm, I/we are not employed in JIPMER (Puducherry/Karaikal) in regular capacity and I/we do not have any family members employed in JIPMER (Puducherry/Karaikal). (Family means spouse, sibling, spouse of sibling, children, spouse of children and parents of self and spouse)

Signature
(Name and designation of the Authorised signatory)
(Name and seal of the bidder)

Format for Power of Attorney for signing of Bid (Annexure IX)
(Not applicable for bidder who is applying directly)
(To be executed on Stamp paper of appropriate value)

Know all men by these presents, We, (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the E-TENDER in JIPMER , Puducherry (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF
....., 20.....

For

**(Signature, name, designation and address of person authorized by Board Resolution
in case of Firms/Company)/Partner in case of**

Witness :

- 1.
- 2.

Notarized Person identified by me / personally appeared before me / signed before me/Attested/
Authenticated

(*Notary to specify as applicable) (Signature, Name and Address of the Notary)
Seal of the Notary Registration Number of the Notary
Date_Accepted

(Signature, name, designation and address of the Attorney)

FORMAT OF PRICE BID (Annexure X)

This Annexure is provided for information purposes only

Price bid must be uploaded in the BOQ

Name and Address of bidder: Complete address of the bidder with Phone/Fax, email ID & Mobile No

S.No.	Category of Drug	Weightage	Minimum Discount in Percentage	Discount percentage offered by the bidder in figures
1	Branded Drugs	10	20	
2	Branded Drugs under Drug Price Control Order	10	20	
3	Branded Generics	80	50	
	Discount based on weighted average		= (“S.No 1 value” X 0.1) + (“S.No 2 value” X 0.1) + (“S.No 3 value” X 0.8)	

Note: Refer Point 11 under Bid Evaluation for Minimum discount in percentage to be offered for each category of drug.

Selection Sequence:

- 1.The bidder who offers the highest “Discount based on weighted average” (H1) will be awarded the contract.
- 2. In case the bidders obtain the same total score, the bidder with higher experience with proof of running pharmacy will be selected.**
- 3.In case the bidders have the equal experience then the bidder with higher turnover will be selected.**

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY (Annexure XI)

WHEREAS _____ (Name and address of the contractor/ service provider) (Hereinafter called “contractor/ service provider”) has undertaken, in pursuance of /Contract No _____ dated _____ for opening and running Of 24x7- Paid Pharmacy at JIPMER Hospital Campus, Puducherry. (Hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor/Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor/Service Provider such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Contractor/Service Provider, up to a total of Rs.10,00,000/-(Rupees Ten Lakhs only), and we undertake to pay you, upon your first written demand declaring the Contractor/Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor/Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the contract documents which may be made between you and the Contractor/Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20...

Our.....branch at (Name and Address of the(branch) is

liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at ourbranch a

written claim or demand and received by us at ourbranch on or before date..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that .

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of Branch

Bid Security Declaration (Annexure XII)

**(Applicable for MSE bidders only)
(To printed on the Firm's letterhead)**

(In compliance with the OM No. F.9/4/2020-PPD dated 12.11.2020 on the subject —Bid Security/ Earnest Money Depositll, issued by the Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India, there is no need for bidders to pay Bid Security/ Earnest Money Deposit for participating in this tender. However, in lieu of Bid Security, the bidder must print this —Bid Security Declarationl on his/her firm's letterhead duly sign the undertaking and upload the document in the fee cover.)

I/We hereby declare that we accept the condition that if I/We withdraw or modify our bids during period of validity etc., we will be suspended for a period of two years from participating in all tenders invited by JIPMER, Puducherry with effect from the date of our withdrawal or modification of our bid.

(Signature with date)

(Name and designation)

Duly authorized to sign this tender and declaration

for and on behalf of _____ (Name of the Bidder's Firm) Seal

(CHECK LIST)

Name of Bidder:

CHECKLIST OF DOCUMENTS TO BE SUBMITTED

S.No	Documents	Submitted	Not submitted	Remarks
1.	Letter comprising the Bid (Annexure -1) with Copies of payment for Tender Fee and EMD			
2.	Details of the bidder with Brief description of the Company/Trust/Society/Partner/ Proprietor / Details of individual(s) who will serve as the point of contact/ Authorised signatory (Annexure -II)			
3.	Technical capacity of the bidder (experience of running pharmacy) as mentioned in Annexure - III			
4.	Auditor certificate of the annual turnover for the preceding three years (Annexure IV)			
5.	Drug licence (Form 20, 20-A, 20-B,20-G or 21-B Narcotic Drug Licence etc., which ever applicable) in specified form issued by Competent authority of Central and State)			
6.	Certificate of registration of the firm and certificate of domicile (as mentioned in Point No 1 under eligibility criteria)			
7.	Copies of PAN card and GST registration and Aadhar card			
8.	Last three Years ITRs, and other relevant documents (2020-21, 2021-22, 2022-23)			
9.	Certificate from statutory auditor stating the experience. CA certificate and Banker's certificate with Copies of Bidder's duly audited balance sheet and profit and loss statement for (2020-2021,2021-2022 and 2022-2023) (Supporting the Annexure IV mentioning the annual turnover)			
10.	Non-Conviction Certificate issued by the State Drug Control Department			
11.	Proof of running of bidder's pharmacy in hospitals other than in JIPMER , if any. Copies of the orders/satisfactory performance report/certificate from the Hospital to be attached with the details)			

12.	Self-declaration from the Bidder to give a minimum of 40% discount on the MRP printed on the package for all the Surgical consumables, implants and medical devices. (Annexure - V)			
13.	Self-declaration from the Bidder for single point of contact (on letter head) (Annexure - VI)			
14.	Self-declaration from any entity or individual having a retail business of selling medicines within the campus in Puducherry to forgo the existing business in the event of award of contract and not having any dues pending with JIPMER. (Not applicable to Jan Aushadhi Kendra) (on letter head) (Annexure - VII)			
15.	Self-declaration from the Bidder for not being an employee of JIPMER or relative of JIPMER employee (on letter head) (Annexure - VIII)			
16.	Power of Attorney for signing the Bid (Not applicable for bidders who themselves are applicants). Copy of Memorandum and Articles of Association, if the Bidder is a corporate body (Annexure - IX)			
17.	Bid Security Declaration (Annexure - XII)			

Note:

The Bidder may go through the checklist and ensure that all documents/confirmations listed above are enclosed in the tender, and no column is left blank. If any column is not applicable, it may be filled up as Not Applicable. It is the responsibility of the bidder to go through the bid documents to ensure furnishing all required documents in addition to the above, if any

**CONTRACT FOR
RUNNING 24X7 PAID-PHARMACY AT JIPMER, PUDUCHERRY
Agreement made on the -----**

between:

----- (hereinafter called as ‘Contractor’, which expression unless repugnant to the context shall mean and include its successors-in-interest, assignees, etc.), of the one part.

AND

Director, Jawaharlal Institute of Postgraduate Medical Education and Research, Dhanvantri Nagar, Puducherry, which is an autonomous institution and an Institution of National Importance under the Ministry of Health & Family Welfare, Govt. of India (hereinafter referred to as ‘Customer’ or ‘JIPMER’, which expression unless repugnant to the context shall mean and include the successors-in-interest, assignees, etc.), of the other part.

Preamble

Whereas JIPMER is a multi-specialty hospital rendering patient care services and to achieve its goals and objectives, JIPMER desires to provide access to medicines at a low cost for its patients who are not entitled to be provided medicines free of cost.

Whereas JIPMER, to achieve the aforesaid objective, has invited an “Expression of Interest” vide -----Dated: ----- for the “Opening and running 24x7 Paid-Pharmacy in JIPMER Hospital Campus, Puducherry.” And

Whereas the contractor has submitted its bid no-- dated ----- for the same and JIPMER has accepted the offer of the contractor and issued a notification of award to the contractor vide JIP/Phar.2/... dated...., for “Opening and running a 24x7 Paid-Pharmacy in JIPMER Hospital Campus, Puducherry”.

AND NOW IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Each of Contractor and Customer referred to individually as a “**Party**” and collectively as the “**Parties**”

In addition to the terms and conditions listed below, the following document shall be deemed to form and be read and constructed as part of this contract, viz.

1. “Notice inviting e-tender” vide No: ----- Dated: ----- for the “Opening and running 24x7 Paid-Pharmacy in JIPMER Hospital Campus, Puducherry.” and the tender document and its subsequent addenda and corrigenda, if any.
2. Minutes of pre-bid meeting if any,
3. Clarification on the ‘Tender’ document made by the Customer, if any.
4. JIPMER’s notification of award.

The headings in this agreement do not affect its interpretation. Save where the context otherwise requires, reference to sub-clauses and schedules are to sub-clauses, clauses and schedules of this agreement.

References to a particular gender include any other gender depending upon the context. In case of a conflict between or ambiguity in any provisions contained in the body of this agreement and those in the proposal, the provision in the body of this agreement shall take precedence, or the decision of the Director, JIPMER is final.

I. DEFINITIONS

“Contract” means this Contract together with all attachments and including all modifications made in accordance with the provisions of this agreement hereof between the Customer and the Contractor.

“Paid-Pharmacy” means the pharmacy outlet inside the JIPMER Puducherry campus where the patients attending JIPMER Hospital and the various departments of JIPMER can buy medicines, surgical consumables, implants and medical devices at a predefined discounted rate.

“Effective Date” means the date on which this agreement is made, as mentioned above in this agreement.

“Corrupt practice” means offering, giving, receiving or soliciting anything of value to influence the action of a public official in the execution of the Contract.

“Fraudulent practice” means misrepresentation of facts in order to influence the execution of the Contract or 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.

“Taxes” means any taxes, duties, levies, VAT, or similar governmental charges, now in force or enacted in the future, and however designated, including related penalties and interest, imposed by any governmental authority on, or measured by, the running of the 24X7 Paid-Pharmacy.

II. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of master and servant, or of agent and principal, between the Customer and the Contractor. The Contractor, subject to this Contract, shall manage 24x7 Paid-Pharmacy services in JIPMER Puducherry Campus as per discount specified in the Price Bid and tender conditions for a period of 3 years from the effective date. He shall have complete charge of personnel performing the services of 24x7 Paid-Pharmacy and shall be fully responsible for their actions.

III. COMMENCEMENT, EXPIRY, MODIFICATION OF THE CONTRACT

- a. This Contract will be effective from the effective date as mentioned above.
- b. Unless terminated earlier pursuant to a clause given below hereof, the Contract shall terminate on completion of Contract period of 2 years. However, the parties by mutual consent may extend the Contract for further period of up to 2 years on the same terms and conditions or modifications proposed by the authority if any.
- c. Modifications: Modifications to the contract shall be made only with the mutual consent of the two parties.

IV. SCOPE OF WORK

1. The Contractor shall set up and operate a round the clock (24x7) Paid-Pharmacy service, with high ethical and aesthetic standards, under the supervision of the customer within the premises of the Customer for supply of branded drugs, branded drugs coming under Drugs Price Control Order, branded generics, surgical consumables, implants and medical devices, on approved discounted rates.
2. For this, the customer will provide space on ground floor, with area measuring 20.25 square meters. The current monthly rent is Rs 130 per square meter. The rent can vary from time to time as per Government of India guidelines. The allotment will be for period of two years. It may be extended as per competent authority discretion for a maximum period of two years.
3. The display board outside the pharmacy and the invoices shall read only as “24x7 Paid-Pharmacy”. The name of the contractor shall not be mentioned on the board.
4. The pharmacy shall be open for 24 hours on all days including holidays.
5. Only drugs defined under Drugs and Cosmetics Act will be sold, and no other item shall be sold.
6. Drugs, surgical consumables, implants, and medical devices shall be sold only to patients attending the JIPMER Hospital and only against valid prescriptions by JIPMER doctors. The MRP must be printed on the package of every item sold.
7. Departments of JIPMER may request, by issuing a prescription in triplicate, for supply of drugs, surgical consumables, implants, or medical devices for patients in JIPMER covered under various insurance schemes and these shall be supplied immediately if available or else to be procured and supplied within 48 hours. Payment will be made after the payment is realized from the insurance firm and within 6 weeks of submitting of error free invoice by the paid pharmacy. Invoice(s) must be submitted for claim only after discharge of the patient. For this purpose, the contractor must print at his own expense and make available adequate number prescription pads with self-carbon pages in the format approved by the customer, for writing prescriptions in triplicate.
8. The Contractor will provide a discount on all drugs, surgical consumables, implants, and medical devices as per the agreed percent rates as more fully described in clause VII (b) below. These discount rates will be boldly displayed for public information at the paid pharmacy and in all hospital and OPD blocks.
9. All drugs, surgical consumables, implants, and medical devices sold must have Maximum Retail Price (MRP) inclusive of GST printed on them. The discount percentage shall be calculated on the MRP, and after the discount has been subtracted from the MRP, there shall be no addition either in the name of GST or any other in the bill. In no case should the price charged for a drug, surgical consumable, implant, or a medical device exceed the MRP minus the discount.
10. The drugs, surgical consumables, implants, and medical devices shall be sold only through a computerized billing system, and the bill amount may be rounded to the nearest one

rupee.

11. The Contractor shall participate in all local tender/quotations called by Department of Pharmacy, JIPMER without fail and with the approved discount. All the emergency local purchases requested by Department of Pharmacy have to be given priority and the supply has to be made within 48 hours.
12. The Customer will not be responsible for any sale on credit to any staff, student or patient of the Customer, or to another person except for the patients being treated in JIPMER under insurance and for whom prescription has been raised by the department as mentioned in clause IV (7)
13. The Contractor shall not sublet the Contract or premises to any other person/s or agency without the prior permission of the Customer.
14. The Contractor should be responsible for obtaining the necessary license(s) for sale of drugs, surgical consumables, implants, or and medical devices, GST registration, or any other legal requirements, etc., within two months of allotment of Contract and before start of any sale.
15. The expenditure on establishment of 24X7 Paid Pharmacy outlet, racks, any extra fittings, telephone, etc., shall be borne by the Contractor. He shall also arrange for necessary furniture, air conditioner, refrigerator, etc. Installation of air conditioner, refrigerator for cold chain management of drugs should be as per the Drugs and Cosmetics Act 1940, including the latest amendments.
16. The Customer will provide electrical sockets for air-conditioner and refrigerator. However, the Contractor shall install an electricity meter and pay the customer for the electricity consumed at the commercial rates of electricity tariff. Water will be provided free of cost by the customer.
17. The Contractor will provide a shade (for a minimum of six feet) and a comfortable waiting area in front of the pharmacy outlet counter, to protect patients from sun and rain, etc. However, the contractor shall not cause impediment of any kind whatsoever to the movement of vehicles in front of the pharmacy.
18. The Contractor shall complete all the exterior painting, interior and civil work for the outlet within 45 days of the award of tender and the premises being handed over to him.
19. The Contractor shall ensure that the 24x7 Paid-Pharmacy starts functioning within 2 months of the effective date of this Contract.
20. The Contractor has to appoint an in-charge/coordinator to run the 24x7 Paid-Pharmacy, and provide his name and contact details to the Customer's Medical Superintendent and Head of Pharmacy before opening the 24x7 Paid-Pharmacy.
21. Bidder has to permanently display the percentage of discount offered for the drugs for public information in the prominent places of JIPMER.
22. Bidder should maintain a website with available list of items (Drugs, surgical consumables, implants and devices) under the categories listed in this tender and provide access to the prescribers at JIPMER. This list must be updated periodically to reflect the current status

- at any given point of time.
23. Selected bidder shall employ qualified & registered pharmacists as per the provisions of Pharmacy Act 1948, Drugs and Cosmetics Act 1940 and rules made there under. All dispensing should be done only by qualified pharmacists.
 24. Drugs should be sold only against valid prescription from JIPMER Hospital. Prescription from elsewhere should not be entertained.
 25. Supply has to be made on prescription immediately (essential drugs). All essential drugs listed in the National List of Essential Medicines 2022 must be available at all times for dispensing. All implants, disposables and surgical items as per the list provided by the pharmacy from time to time must be made available.
 26. For the rare moving/specialty drugs, supply has to be made within 48 hrs.
 27. All the goods sold should bear the Maximum Retail Price (MRP) printed on the package.
 28. The applicant shall at his own cost comply with the provision of labour laws and other statutory 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 but not limited to, 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, ESI Act. 1948 and Contract Labor (Regulation & Abolition Act. 1970). JIPMER shall be a 'no liability' in this regard.

V. PERFORMANCE SECURITY

The Contractor will furnish a Performance Security for an amount of Rs. 10,00,000/- (Rs. Ten Lakh only) either as a fixed deposit receipt (FDR) or as a Bank Guarantee valid for 38 months (as per format at Annexure-B) issued by a nationalized bank within two weeks of signing of the Contract, failing which the Contract shall be automatically cancelled. The site will be handed over to the Contractor within a week of the Contractor furnishing the performance security.

In case of extension of Contract, the validity of performance security shall be extended by the same duration for which the Contract is extended.

VI. INDULGENCE IN CORRUPT OR FRAUDULENT PRACTICES

The Institute requires that the Contractor observes the highest standards of ethics during the procurement and execution of this Contract, and does not indulge in any corrupt or fraudulent practice.

VII. TERMS AND CONDITIONS FOR SALE OF DRUGS

1. Availability and quality of medicines and supplies

The Contractor shall maintain sufficient stock of branded drugs of standard quality, branded drugs coming under Drugs Price Control Order, branded generics, surgical consumables, implants and medical devices at all times by the Contractor in the outlet. The Contractor shall provide an invoice indicating the name of each medicine, quantity, batch number, date of expiry, and price including discount given when supplying the medicines/ surgical item to the purchaser.

The medicines /surgical items /implants etc., supplied should be of standard quality. (e.g. IP, BP, USP, ISO, European CE, etc.)

The Contractor will ensure availability of all medicines and surgical consumables, implants and medical devices at all times. In case an item required by a patient is not available in the pharmacy, the Contractor must arrange to supply the prescribed medicines and other items within 48 hours.

2. Price schedule for sale

The firm is authorized to sell only the following classes of drugs, surgical consumables, implants, and medical devices, and on the approved discount rates indicated below against each.

<i>Sr. no.</i>	<i>Category</i>	<i>Discount over MRP (inclusive of all taxes)</i>
1	Branded drugs	
2	Branded drugs coming under Drugs Price Control Order	
3	Branded Generics **	
4	Surgical consumables, Implants, Medical devices	

** Branded generics should not be sold at the discount rate applicable to branded drugs and any violation of this would amount to over-charging. This can lead to penalty and termination.

Note: The brands/ drugs sold must be only those available through other retail pharmacy and must not be those manufactured exclusively for the bidder’s firm. The MRP printed must not be more than that printed on identical products from the same manufacturer/ of the same brand sold in other retail outlets.

3. Non-substitution of prescription drugs, surgical consumables, implants, and medical devices

The Contractor should mandatorily sell medicines as per prescription. He shall not substitute one drug with another therapeutic equivalent (or other drugs in the same class) without a written consent received from the physician. Similarly, the Contractor shall not substitute one surgical consumable, implant, or medical device with another therapeutically equivalent item without a written consent received from the physician. In case of request

for a specific brand, another brand shall not be substituted, be it for a drug, a surgical consumable, an implant, or a medical device. If any noncompliance is noticed to this, during random check / complaint from patients, JIPMER may penalize the Contractor as specified under Clause XV(1).

4. Continuity of supply

The Contractor needs to ensure continuous availability of medicines. In case a particular drug, surgical consumable, implant, or medical device is not available, the Contractor shall make necessary arrangements to procure the requisite item from local market and provide the same within 48 hours to the patient. Non compliance shall be sufficient reason for imposition of penalty as per clause XV(1)

5. Packaging of drugs, surgical consumables, implants, and medical devices supplied

Drugs, surgical consumables, implants, and medical devices must be supplied in the original packing from the manufacturer.

6. Individual packets

The Contractor shall dispense all medicines and surgical items as per prescription, with each drug, surgical consumable, implant, or medical device in a separate packet with dose schedule (in case of drugs) written on it for ease of understanding for the patient.

7. Life period of medicines supplied

Every medicine / surgical consumable supplied has a shelf-life (as per date of manufacture and the expiry period mentioned on the packing or label). At the time of supply or sale, every medicine or surgical consumables should not have passed more than half of its shelf-life.

8. Discontinuation of sale of medicine(s)

The Contractor shall not discontinue the sale of one or more branded drugs, branded drugs coming under the Drugs Price Control Order, branded generics, surgical consumables, implants and medical devices without obtaining written permission from the Customer.

Failure to comply with any of the above-mentioned conditions shall be sufficient reason for impositions of penalties as given by the customer.

VIII. REGULAR SUBMISSION OF COMPLIANCE REPORT

The Contractor shall submit a compliance report in the format provided by the pharmacy on monthly basis.

IX. FORFEITURE OF PERFORMANCE SECURITY

A part of performance security is liable to be forfeited if the Contractor does not pay the Customer any dues, such as rent, penalties imposed upon him, if any, or any other amount due from him.

Further, the performance security is liable to be forfeited in entirety if the Contractor:

1. Fails to adhere to the terms and conditions of the Contract,
2. Any medicine or surgical consumable etc., supplied by the Contractor against a request placed on them in pursuance of this Contract is subsequently found as not conforming to quality,
3. Supplies a substandard or spurious medicine
4. Indulges in fraudulent or corrupt practice that is in breach of law.
5. Indulges in over-charging, e.g. by not offering a discount as per the pre-determined rate.

X. EMPLOYMENT OF PHARMACISTS

1. For running the pharmacy, the Contractor will appoint pharmacists, who are adequately qualified as per the provisions of Pharmacy Act 1948, Drugs and Cosmetics Act 1940, and the rules made thereunder. All dispensing shall be done by qualified pharmacists dressed in uniform.
2. As required under the Drugs & Cosmetics Act 1940, at least one Pharmacist and one assistant has to be posted in each shift so that a pharmacist is available at all times 24X7 in the 24X7 Paid-Pharmacy.
3. Failure to comply with above provisions shall be grounds for impositions of penalties as given in Clause XV (1).

XI. CONDITIONS APPLICABLE TO DEPLOYMENT OF PHARMACISTS AND OTHER EMPLOYEES ENGAGED BY THE CONTRACTOR

The following rules will apply to the staff engaged by the Contractor.

1. The Contractor shall submit the Police Verification Certificates for personnel proposed to be deployed by them, before engaging them for duty, to the Deputy Director (Admin.), JIPMER.
2. Copies of appointment orders of such personnel, along with salary details as per Minimum Wages Act, 1948, Workmen Compensation Act, 1923, Payment of Gratuity Act 1972, Payment of Wages Act 1936, Payment of Bonus Act 1965, should be submitted to the Head of Pharmacy and the Deputy Director (Admin.), JIPMER before appointment.
3. The Contractor should comply with the provisions of all labour and other laws, rules, orders and notifications, and other statutory provisions, whether central, state or local, as applicable to him or to this Contract from time to time, such as 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 Employee's Provident

- Fund, The Employees' State Insurance Act, 1948 and Miscellaneous Provisions Act, 1952. This list is only indicative and not exhaustive.
4. The Contractor shall not engage/employ persons below the age of 18 years or above the age of 60 years.
 5. The Contractor shall provide identification cards to all his employees as per the prescribed format, which includes employee's name, Adhaar number, date of birth, address and photograph. The employees shall wear the identity card at all times, while on duty, in such a manner that it is visible to patients coming to the pharmacy.
 6. The Contractor shall provide apron/coat and any other required items to the employees engaged by him.
 7. All the personnel deployed by the Contractor for the job should be medically fit, should possess good conduct and discipline, should not have a criminal record, and should know the local language (Tamil).
 8. The Contractor shall periodically impart training on behavior aspects and ethics to all his staff.
 9. No employee including Pharmacists engaged by the Contractor shall perform double duty without prior approval of the 24x7 Paid-Pharmacy Monitoring Committee /JIPMER authorities.

Failure to comply with any of the above-mentioned conditions shall be grounds for imposition of penalties as given in clause XV (1).

XII. INDEMNITY

1. The Contractor shall indemnify JIPMER against all actions, suites, claims and demands brought or made against it in respect of anything done or committed to be done by the Contractor in execution of or in connection with the work of this Contract and against any loss or damage to JIPMER or its hospital as a consequence of any action or suit being brought against the Contractor for anything done or committed to be done in execution of this Contract.
2. The Contractor shall abide by the job and safety measures and statutory requirements prevalent in India and shall free the Customer from all demands or responsibilities arising from failure to follow statutory requirements, accidents or loss of life caused by the Contractor's negligence. The Contractor shall pay all indemnities arising from such incidents without any extra cost to the Customer and shall not hold the Customer responsible or obligated. The Customer may at its discretion and entirely at the cost of the Contractor defend such suit, either jointly with the Contractor or singly in case the latter chooses not to defend the case.

XIII. PAID-PHARMACY MONITORING COMMITTEE

JIPMER shall constitute a committee, to be called the 24X7 Paid-Pharmacy Monitoring Committee, to govern the 24x7 Paid-Pharmacy and inform the same to the contractor. The

committee will monitor and periodically review the functioning of the 24X7 Paid-Pharmacy and will advise about the steps necessary to improve its functioning. It will also draft administrative policies and help the pharmacy to take decisions on important issues and resolve conflicts/ problems.

Any complaints against the 24X7 Paid-Pharmacy and violation of the terms and conditions of the contract may also be referred to this Committee.

XIV. OTHER TERMS AND CONDITIONS

1. Any other terms and conditions related to the Paid Pharmacy tender as may be decided by the Customer from time to time.
2. For any criminal/undesirable activities committed by the employees of the Contractor, the responsibility will lie with the Contractor and any action as deemed fit may be initiated on the Contractor as well as on his employee as per the laws/ rules and conditions of Contract.
3. No material, not even garbage, shall be taken out of the campus without proper authorization from the respective competent authorities. Any such action will amount to theft of the Customer's property and suitable action will be initiated against the Contractor as per the rules and conditions of Contract.
4. The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of any failure of the existing arrangement.
5. All necessary reports and other information will be supplied on mutually agreed basis and regular meetings will be held with the Head of Pharmacy JIPMER. Contractor and his staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Customer, and shall not knowingly lend to any person or company, any of the effects or assets of the Customer, under its control.
6. The Contractor shall also maintain a suggestion book for public's comments on the services rendered by him.
7. The Contractor shall, in performing its part of this agreement, ensure the safety of the building and the persons working in or visiting the Customer's premises and shall indemnify the Customer, of any loss or damage caused by any act of the Contractor or its employees or staff etc.
8. In the event of loss/damage of equipment etc., at the premises of the Customer due to negligence/carelessness of Contractor if established after an enquiry by the Customer, then the Contractor shall compensate the loss to the Customer.
9. Upon termination of this agreement/Contract, the Contractor shall surrender possession of the properties to the Customer in the same condition as and when they have been received except the changes that have happened due to ordinary wear and tear. If any

other damage caused to the premises the cost of repairs or restoration of the damage will be recovered from the Contractor.

XV. PENALTY CLAUSE

1. In case of any deviation from the agreed terms and conditions, more so for noncompliance the Contractor will be penalized as per the decisions of the 24X7 Paid-Pharmacy Monitoring Committee. For the first default, the penalty will be Rs. 1000 (Rupees one thousand only). For the second or subsequent defaults of the same kind, it will be Rs.5000 (Rupees five thousand only) on each occasion. In addition, the Customer has full right to cancel the Contract if a particular default occurs more than two times.
2. The penalty so imposed, if not paid by the Contractor within a week of it being imposed, will be deducted along with interest at the rate of 1% for every month of delay or part thereof, from the Performance Security given by the contractor.
3. The penalty is only for default of work, and paying it does not absolve the Contractor of his responsibility/ies under the Contract. The Contractor must ensure that assigned work is carried out without fail even after the penalty has been imposed.
4. If any statutory authority (such as Assistant Labor Commissioner, Regional Labour Commissioner, ESI authorities, etc.) levies any penalty/fine on the Contractor for lapses of the Contractor, the amount will be recovered with applicable interest at 1% per month or part thereof from any money payable to the Contractor or recovered from the Performance Security paid by the Contractor or from any other payment due to the Contractor from the Customer or shall be recovered from the Contractor using such measures as permitted by law.
5. The penalties mentioned above may also be imposed by the Customer against the Contractor for any violation of the Contract or laws of the land, etc.
6. In case, it is found that any particular medicine/ surgical item, etc. is expired or is near to the date of expiry, not of standard quality, substandard or spurious, the Contractor is liable to be penalized which may include being debarred for a period of 3 years after hearing his defense and his submission, besides other legal action as may be necessitated.
7. In each of the above instances, the penalty will be imposed only after the Contractor is given a chance to be heard.

XVI. ACCOUNTABILITY

1. The Contractor has to get a certificate of satisfactory performance on a six monthly basis (or periodically, as defined from time to time) from the 24X7 Paid-Pharmacy Monitoring Committee or any other person designated by the authority of JIPMER, as per the directions given to the Contractor from time to time.
2. The 24X7 Paid-Pharmacy Monitoring Committee appointed by the Institute will monitor/ coordinate / periodically evaluate the functioning of the 24X7 Paid-Pharmacy services.
3. The Contractor is liable for full execution of the Contract both work wise as well as

manpower wise.

4. The Contractor is liable for full execution of the Contract with quality and in accordance with the applicable laws and rules.

XVII. PROHIBITION OF ANY SUBCONTRACT

The Contractor shall not be allowed to transfer, assign, pledge, or sub-Contract its rights and liabilities under this Contract to any other agency/ies without the prior written consent of the Customer. And in the event of any demand for consent as stated supra, it is the total and absolute prerogative of the Customer to grant or not to grant such consent. If the consent is refused by the Customer, the Contractor has no option except to continue the same as agreed under the agreement. If it is found that the Contractor has given a sub-Contract to another Agency, the Contract shall stand cancelled and the performance security shall be forfeited.

XVIII. TERMINATION

This Contract may be terminated in the following situations:

1. *Termination for convenience*

Either party, i.e, the Customer or the Contractor, reserves the right to terminate the Contract by serving a written notice of at least 90 days on the opposite party at any time without assigning any reason during the currency of the Contract.

2. *Termination for default or breach of service level agreement by the Contractor*

The Customer, without prejudice to any other Contractual rights and remedies available to it, may, by a written notice sent to the Contractor, terminate the Contract in whole or in part, in the following circumstances:

1. If the Contractor has defaulted on his obligations on more than two occasions
2. If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract.
3. If the Contractor fails to perform any other obligation(s) under the Contract.
4. If the Contractor has materially breached any term or condition of this agreement.
5. If the Contractor has violated any of the terms and conditions of the Contract agreement, tender conditions, labor laws or laws of the land, etc.
6. If the Contractor does not obey the orders, issued from time to time in the interest of patients, by the 24X7 Paid-Pharmacy Monitoring Committee or other designated officer acting on behalf of the customer.
7. If the rent and/or electricity bill is not paid for two consecutive months.
8. If the Contractor does not obey any other reasonable condition imposed in public interest, by the Customer.
9. If the Contractor in the judgment of the customer, has engaged in corrupt or

fraudulent practices in competing for or in executing the Contract.

However, before taking a decision in the above situations, the Customer shall give a chance to the Contractor to put forth his written defense and being heard.

3. *Termination for insolvency*

If the Contractor becomes bankrupt or otherwise insolvent, the Customer reserves the right to terminate the Contract at any time, without any compensation, by serving a written notice to the Contractor, subject to the further condition that such termination will not prejudice or affect the rights and remedies which have accrued and/or will accrue thereafter to the Customer.

XIX. FORCE MAJEURE

1. For purposes of this clause, Force Majeure means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
2. If a Force Majeure situation arises, the Contractor shall promptly notify the Customer in writing of such conditions and the cause thereof within twenty-one days of the occurrence of such event. Unless otherwise directed by the Customer in writing, the Contractor shall continue to perform its obligations under the Contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
3. If the performance in whole or in part or any obligation under this Contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the Contract without any financial repercussion on either side.
4. In case due to a Force Majeure Event, the Customer is unable to fulfil its Contractual commitment and responsibility, the Customer will notify the Contractor accordingly and subsequent actions are taken on similar lines described in the above sub-paragraphs.

XX. LAW GOVERNING THE CONTRACT

This Contract, its meaning and interpretation, and the relations between the parties shall be governed by the laws of Union of India.

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing, and shall be deemed to have been given or made when delivered in person or to the authorized representative of the party to whom the communication is addressed or when sent by registered/speed post/e-mail to such party to the following address:

For the Customer: The Director,
JIPMER,
Puducherry 605006
For the Contractor: -----
Representatives:
For Customer: ----- Dept. of Pharmacy,
JIPMER, Puducherry
For Contractor: -

XXI. DISPUTE SETTLEMENT & 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 arises, every effort shall be made that all such disputes or differences are resolved by the mutual discussion, failing which the matter will be referred to an Arbitrator. The arbitrator shall be appointed by the Customer for Arbitration for settlement of disputes in accordance with Arbitration and Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the Contracting parties. The place of arbitration shall be Puducherry and the language of arbitration shall be English. Any court case/dispute arising out of running of 24x7 Paid-Pharmacy will be settled within the jurisdiction of the courts of Puducherry/ Chennai. The contract will be subject to the jurisdiction of the courts of Puducherry/Chennai only.

SIGNED AND ISSUED ON DAY OF -----2024

-For

For
Jawaharlal Institute of Postgraduate
Medical Education and Research,
Puducherry

Director

IN THE PRESENCE OF WITNESSES

- 1.
- 2.