

**Tender for setting up of 24 Hour Medicine and Chemist Shop
in the proximity of Sir Sunderlal Hospital, Institute of
Medical Sciences, BHU.**

DETAILS OF TENDER

Cost of Tender
Rs. 1000/-

Earnest Money Deposit (EMD)
Rs. 5.00 Lacs

Date and Time of Prebid Conference
09.03.2013; 15:30 Hrs.

Last Date & Time for receipt of Tender Document
18.03.2013; 15.00 Hrs.

Date and Time for Opening Technical Bid
19.03.2013; 16.00 Hrs.

Date and Time for Opening Financial Bid
30.03.2013; 15.00 Hrs.

Venue

**Committee Room
Office of the Medical Superintendent
Sir Sunderlal Hospital, IMS, BHU**

Address for Tender

**Medical Superintendent
Sir Sunderlal Hospital, Institute of Medical Sciences
Banaras Hindu University
Varanasi – 221 005**

**Office of the Medical Superintendent
Sir Sunderlal Hospital, IMS
Banaras Hindu University
Varanasi – 221 005
WEBSITE : [http:// www.bhu.ac.in](http://www.bhu.ac.in)**

F. No.: _____

February , 2013

TENDER DOCUMENT

Tender for setting up of 24 hour Medicine & Chemist Shop at SSH, IMS, BHU under licensing arrangement.

The tenders are invited from capable, well – equipped, experienced and reputed Firms/Agencies/Organisations for setting up of a 24 Hour Medicine & Chemist Shop in the premises of SSH, BHU with the following terms & conditions :

1. SCOPE:

Sir Sunderlal Hospital of Banaras Hindu University is a 1195 bed hospital (972 for Modern Medicine, 180 for Ayurvedic, 43 beds for private and others) with all modern medical, surgical and investigative amenities. The Hospital consists of OPD, Emergency, Inpatient, ICU / CCU, OT services, Referral Services, Blood Bank, highly equipped CSSD & Laundry, and Center for Clinical Investigations, Radiology, Microbiology, Immunology, Angiography, Angioplasty, Green Light Laser Prostatectomy and Mortuary. The Hospital has all the clinical disciplines which include Radiotherapy & Radiation Medicine, Paediatrics, Paediatrics- Surgery, Ophthalmology, ENT, General Surgery, Surgical Oncology, General Medicine, Endocrinology, Nephrology, Neurology, Cardiology, Gastroenterology, Dermatology, and Dental Surgery. The daily turnout of patients is about **2945** in OPD and annually there are **50868** admissions. The approximate bed occupancy is **72.73%** and total surgical operations done annually is about **29827**. Besides the Hospital has a Kidney Transplant Unit, C. T. and whole Body Scan facility, a Dialysis Unit and Radiotherapy a Cobalt Unit. The unique features of the Hospital is that it renders specialty and super specialty services through Modern Medicine, Ayurvedic and Yoga under one roof. The University, in order to facilitate the patients, proposes to open a 24 Hours Medicine & Chemist Shop in the premises of the S.S. Hospital.

2. ELIGIBILITY CONDITIONS:

2.1 The bidder must have the following eligibility qualifications:

- i) It should have the work experience of at least 3 years in running of pharmacies / pharmacies attached to reputed hospital.
- ii) It should be in possession of valid drug License as per Drugs & Cosmetics Act, 1940, as amended from time to time and Rules made there under (*for existing establishments*).
- iii) It should have No Conviction Certificate from State Drug Controller and certificate to this effect that there is no case pending under the Drugs & Cosmetics Act 1940 and Rules made there under as well as under Drug Price Control Order (DPCO) against the firm during the last 5 years.

- However, for submitting the bid, the bidders may submit an affidavit to this effect, duly sworn before a First Class Magistrate.
- iv) It should, preferably, be stockist of major reputed manufacturers of Modern & Ayurvedic medicines, (including imported, life saving & anti cancer drugs), implants, other parental drugs and surgical disposables / equipments, etc. (documentary proof be enclosed).
 - v) Its average turnover from similar work should be more than Rs. Five Crore in preceding three financial years.
 - vi) It should have Trade Tax / VAT / Sales Tax registration number and PAN number.
 - vii) It should have Articles of Association (in case of registered firms), by laws and certificate of registration (in case of registered cooperative societies), Partnership deed (in case of partnership firm).
 - viii) It should neither have been blacklisted by any Central / State government department in the last five years nor should have any litigation pending with any of these departments.

2.2 The firms having ISO certification would be preferred.

3. PRE-BID MEETING:

- 3.1 The BHU would convene a pre-bid meeting at 03.30 P.M. on 9th March, 2013 in the Medical Superintendent's Office when all the prospective bidders should demonstrate the resources available with them and past experience and at the same time may seek clarifications from the BHU on various aspects of the tender.
- 3.2 Amendments necessitated in the tender documents as a result of the pre bid meeting or otherwise shall be made available within 03 days of the pre-bid meeting through uploading on BHU's website. It shall be the responsibility of the bidders to fine-tune their bids incorporating the amendments so communicated through the website. BHU shall not be responsible for any oversight or negligence on the part of the bidders on the amendments to the terms and conditions of the tender documents and notified through the website.

4. PROCEDURE FOR SUBMISSION OF BIDS:

- 4.1 It is proposed to have two bid system for this tender :
 - a) Sealed Technical Bid (*In the format placed as Annexure-I*) in one envelope along with EMD of Rs. 5.00 Lacs by way of Demand Draft in favour of "**Registrar, Banaras Hindu University**" super scribing "Technical Bid".
 - b) Sealed Financial bid (*In the format placed as Annexure-II*) in one envelope duly signed, stamped super-scribing "Financial Bid".
- 4.2 Both the documents viz. Technical Bid Envelops and Financial Bid Envelops prepared as above are to be kept in a single sealed envelope super-scribing "Tender for 24 Hour Medicine & Chemist Shop" and submitted in the Office of the Medical Superintendent, SSH, IMS, Banaras Hindu University, Varanasi – 221 005 latest by 15.00 Hours on 18 March 2013. In the event of the specified date for the submission of bids being declared a holiday for BHU, the bids will be received upto the prescribed time on the next working day. Any bid received by BHU after the deadline for submission of bids

prescribed above will be summarily rejected and returned unopened to the bidder. BHU will not be responsible to any postal delay or non-receipt / non-delivery of the bid. No further correspondence will be entertained on the subject.

4.3 Technical Bid will be opened on 19.03.2013 at 16.00 Hrs. and the Financial Bid of only those Tenderers who qualify in Technical Bid will be opened on 30.03.2013 at 15.00 Hrs. The venue for opening of bids will be the Committee Room of the Medical Superintendent Office, Administrative Block, S. S. Hospital, IMS, Banaras Hindu University, Varanasi – 221 005.

4.4 Note:

- a) *The offers submitted through Telex / Telegram / Fax / Email or any manner other than specified above will not be considered. No further correspondence will be entertained on this matter.*
- b) *Bids shall be valid for 180 days from the date of opening. BHU holds the right to reject a bid valid for a period shorter than 180 days a non – responsive, without any correspondence.*
- c) *Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required by the tender Document or submission of a bid not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in the rejection of the bid.*
- d) *BHU reserves the right to reject commercially unviable bids on the basis of suitability of the financial bid if the rates of discount and monthly license fee are quoted so high, which, in conjunction with the trade norms and investments in the project, can make it a commercially unviable project.*
- e) *BHU reserves the right to accept any bid on the basis of suitability of the financial bid, and to annul the Tender process and reject all bids at any time prior to award of Contract.*
- f) *No Bidder shall contact BHU on any matter relating to its bids, from the time of the bid opening to the time the contract is awarded. Any effort by bidders to influence BHU's bid evaluation, bid comparison or contract award decision may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.*

5. PROCEDURE FOR EVALUATION OF BIDS:

5.1 The University will calculate the net gain due to the said shop which has following elements :

- a) **Fixed monthly license fee @ Rs. 12.50 Lacs per month.** The said fixed monthly license fee would be charged from the licensee during the entire period of license.
- b) In addition to the fixed monthly license fee, the licensee shall pay an **additional variable monthly license fee** to the BHU. **The bidders would be required to quote the percentage of monthly sale volume (on MRP) they wish to pass on to the BHU as additional variable monthly license fee which will be over and above the fixed monthly license fee fixed by the BHU.**

- c) The third element of the net gain to the BHU will be **discount offered to its patients.**
- d) As an additional measure to support patients from weaker sections, the licensee will have to pay a sum of Rs. 1.00 lac or 0.5% of the monthly sale volume (on MRP), whichever is higher, to the First Party per month.

While the fixed monthly license fee has been fixed by the BHU, the other two elements of the net gain are to be quoted by the bidders. The evaluation of financial bid would be based on Net Gain Percentage (NGP) comprising of the following two elements **carrying equal weightage.**

- ◆ Weighted average discount rate on MRP offered to patients.
- ◆ Percentage of monthly sale volume (on MRP) offered to BHU as additional variable monthly license in addition to the fixed monthly license fee fixed by the BHU.

5.2 Weighted average rate of discount offered to patients would be calculated as follows :

- a) To facilitate the bidders, the drugs, medicines, surgical items etc. Have been classified into 7 categories and laid as a part of Tender Document (*Annexure III*).
- b) Average consumption level per day (tentative average for each category), on a hundred point scale, has been projected and called as “Grades”.
- c) The weighted average discount rate* offered to patient would be calculated as follows :

Weighted average discount rate*

= Total of (quoted discount rate for the category* x Grade) / Total of Grades

d) Accordingly, Net Gain Percentage (NGP) would be calculated as follows :

NGP (in percentage) – (Weighted average discount rate to patients) + (Percentage of monthly sale volume (on MRP) offered to BHU as additional variable monthly license fee)

5.3 The bidder quoting highest net gain percentage would qualify for award of tender.

5.4 Note:

- * Discounts are to be quoted on MRP.
- ***The BHU does not assure/guarantee the bidders of sale volumes. The bidders, prior to quoting rates, must make their own market study to estimate the sale volumes for the purposes of assessing financial viability of their proposal. Conditional bids in this regard would be summarily rejected.***

6. DEED OF LICENSE

The qualifying bidder shall sign a Deed of License, primarily for fair trade practices in all dealing with BHU, incorporating tender terms, delivery mechanisms and penalties for default. The deed of license shall be signed within thirty days of communication from the BHU failing which the EMD of the bidder shall be forfeited and opportunity may be extended to next technically qualified bidder quoting second highest NGP.

7. PERIOD OF LICNSE

- 7.1 The License shall be for a period of two years, commencing from the date of opening of 24 Hours Medicine & Chemist Shop subject to satisfactory outcome of review and evaluation by the BHU after completion of first year.
- 7.2 The awardee shall open the above said shop within 30 days from the execution of a Deed of License to be signed between the BHU and the awardee.
- 7.3 On the expiry of the period of this License, it may be renewed at the option of the BHU on such terms and conditions as it may impose. The duration of the extended period shall be determined by the BHU which shall not be for more than one year at a time.

8. PERFORMANCE GUARANTEE :

The licensee shall deposit with the BHU a sum of Rs. 50.00 Lacs in the form of a Bank Guarantee furnished by a scheduled/nationalised Bank within 30 days of execution of the licensee deed or before opening of chemist shop, whichever is earlier for due and complete performance of the terms and conditions of the tender. The said performance bank guarantee shall be valid for a period of twenty seven (27) months from the date of execution of the License Deed. In case, the BHU invokes the performance bank guarantee for default in due and complete performance of terms and conditions of the tender by the bidder, the license deed would be deemed to have been terminated by the BHU.

9. GENERAL TERMS & CONDITIONS:

- 9.1 The BHU shall have the right to continue with the existing agreements and arrangements and also to enter into any fresh agreement at any time during the period of the license, which are covered under its definition of externally funded drug trial projects and other minor research projects wherein drugs / medicines provided to the patients are sponsored by the external funding agency.
- 9.2 The BHU shall provide an accommodation with electrical connectivity to the licensee to open and run the 24 Hours Medicine & Chemist Shop and in lieu thereof the licensee shall give to the Hospital the fixed part of the license fee on the first day of every month and the variable part of the license fee within one week of the following month.
- 9.3 The Licensee shall get the space organised and carryout the interior decoration of the premises at its own cost after getting the plans, layouts,

overall design and furnishing approved by the BHU in writing. The Licensee shall be further required to make such additions and alternations or changes in the layout, furniture, and other infrastructural requirements as and when felt necessary by the BHU with a view to ensure provision of proper facility to patients and their attendants. Failure to carry out such modifications within the period as prescribed by the BHU shall entitle the BHU to disallow the Licensee from opening of the Licensed premises to the patients till such time the required modifications and refurnishing as asked for its carried out by the Licensee.

- 9.4 The licensee shall sell the medicines to the patients of S. S. Hospital and employees of the BHU on discount basis. The cost be calculated as follows :
(MRP – quoted rate of discount)
- 9.5 On expiry of the period or termination of the License, as aforesaid, the licensee shall close its business and will have no right to carry on business at the premises. The Licensee will remove its goods / furniture etc. within a week and the BHU shall have the undisputed right to make use of the premises in the manner and discretion of the BHU. In case the Licensee does not remove its articles and goods, the same shall be removed by the BHU at the risk and cost of the Licensee and the Licensee shall have no claim whatsoever on this account against the BHU. The BHU shall, however, have lien over the goods and the articles and Licensee shall not be allowed to remove the same unless all the dues of the BHU have been paid by the Licensee.
- 9.6 If the Licensee does not vacate or remove its assets in any manner whatsoever from the premises upon the expiry of the period or termination of this License without clearing all outstanding dues in favour of the BHU, the BHU shall have right to auction the materials, goods etc. of the Licensee an adjust the auction proceeds against the amount of dues and return the balance to the Licensee. In case the auction proceeds fall short of the amount to be recovered from the Licensee, the BHU shall have right to initiate suitable civil / criminal actions under the Law to recover the balance amount.
- 9.7 On expiry of the period or upon the termination of the License, if the Licensee fails to vacate or remove its effects from the premises, the Licensee shall be treated to be trespasser and shall be under the liability to pay damages for such period @ the License fee.
- 9.8 In case any damage is done to the electrical installation of the premises by the Licensee or its employees, the Licensee shall be liable to pay the cost and expenses of the repair and replacement. The decision as to the amount of cost and expenses by the BHU shall be final and binding on the Licensee.
- 9.9 The charges for the electricity & water consumed shall be paid by the Licensee to the BHU on monthly basis or otherwise on the presentation of the bill by the Electric and Water Supply Department of the BHU. The Licensee shall pay for electricity on actual consumption basis for electric gadgets / equipments etc. at the applicable tariff. Failure on the part of the Licensee to pay the above charge shall entitle the BHU to withdraw one or all the facilities and the BHU shall have further right to stop the entry of the Licensee in the said premises till such time the aforesaid service charges are paid by the Licensee to the BHU.

- 9.10 The Licensee shall observe and comply with all the rules and regulations of the Shops and Establishments Act, Employees State Insurance Act, 1948, Minimum Wage Act, Payment of Wages Act, Employees Provident Fund and Miscellaneous Provisions Act, Workmen's Compensation Act, and any other provisions of the Law, Rules and Regulations enforced from time to time by the local authorities or any other authority applicable to their business.
- 9.11 The Licensee shall be solely responsible for any act, omission, negligence, liability, charges etc. against its employees. The BHU in no way whatsoever shall have anything to do with the liability of the Licensee in such respect.
- 9.12 The Licensee shall procure the items contained in the inventory list only from the manufacturers and consignee and freight agents/ stockists appointed by the manufacturers of those items. To substantiate, the Licensee shall furnish a certified copy of such back-to-back arrangement of stockists with the manufactures to the BHU.
- 9.13 The Licensee shall maintain sufficient stock of items at all times to avoid inconvenience to patients. The licensee shall also ensure that the medicines dispensed are as per prescriptions of the Doctors or drug slips given by Nursing staff on duty. In case of substitution on the part of the Licensee to supply the prescribed medicine to the patients, the Licensee may be cancelled at licensee's risk and cost.
- 9.14 The Licensee shall supply the drugs of standard quality. The list of drugs, approved by the University Authority, shall be provided to the Licensee. In case, it is found that any particular medicine has expired or is substandard or spurious, the Licensee will be liable to be black-listed besides initiation of any other legal action as deemed fit by the BHU. **The BHU shall not be liable for spurious drug quality.**
- 9.15 The Licensee shall meet all the conditions of retail 24 Hours Chemist / Drug License granted by the State Drug Controller during the entire period of this License deed with BHU and any breach of such condition will tantamount to be breach of this License deed by the Licensee.
- 9.16 The Licensee shall maintain adequate storage facility in relation to proper stocking of medicines, provision of adequate cold storage and maintenance of cold chain as prescribed by the manufacturers of such drugs.
- 9.17 When called for, the Licensee shall provide a copy of the invoice of all items procured for stocking at the said shop to the BHU indicating therein, *interalia*, the item description, batch number, name of manufacturer and expiry date of the item.
- 9.18 The Licensee shall be required to adopt fair business practice by exhibiting the MRP (inclusive of all taxes), discounted amount and net payable amount in the invoice / cash memos issued to the patient / patient attendant and shall adhere to any other instructions issued by the BHU, from time to time, in this regard. The same information shall also be provided to the Hospital administration for organising its public display.
- 9.19 In the event of any complaint received from the customer or from any authority of Hospital or otherwise regarding the quality of the goods sold by

the licensee, the licensee shall be entirely responsible for the same and liable for penalty/damages or otherwise as well as compensation to the hospital for damaging/tarnishing its repute.

- 9.20 The BHU at its own volition or on receipt of a complaint can cause inspection of the 24-hour chemist shop through a Committee constituted by it for inspection and monitoring the functioning of the chemist shop. The said inspection procedure may include referral of some or all of the medicine samples to the testing recognized by the state or Central Drug Control Authorities. The terms and reference of the said committee are at *Annexure IV* to the Tender Document.
- 9.21 The licensee shall use a computer software to be decided by the university for maintaining *interalia*, the daily sale record of chemist shop which shall be provided to the BHU on daily basis. While the front end of the said software shall be available with the licensee any changes at the back end that is at the server to be kept in possession of the first party shall be on joint authorization by the representatives of the BHU and the licensee.
- 9.22 The Licensee shall not make any additions or alterations in the premises. In case, any additions, alterations are required, the licensee shall request in writing to the BHU for carrying out such alterations, which may be done by BHU at the cost and expenses of the licensee **to be paid in advance**.
- 9.23 The Licensee, in connection with carrying on its business in the licensed premises, will only appoint such persons e.g. pharmacists, having (i) educational/profession qualifications prescribed under Drug and Cosmetics Act, 1940 and rules made the under, (ii) good moral character and (iii) well behaved.
- 9.24 The licensee shall furnish to the BHU a list of its employee indicating names, parentage, age, residential address specimen signature along with two photographs for each of them as on date or to be engaged in future.
- 9.25 The BHU shall be at liberty to forbid the employment of any person/persons whom it may consider as of undesirable character. Such person/persons employed by the licensee shall be subject to general discipline of the BHU and conform to such directions as may be issued by the BHU in respect of routes of entry/departure or otherwise.
- 9.26 The Licensee, the members of its staff or its representatives shall not do any act which may be derogatory to or inconsistent with the Hospital's (premises of the BHU) high standards and reputation or cause nuisance to the management of the hospital or its patients or patients attendants. At the instance of the BHU, the licensee shall discharge from service any employee who is charged with such misconduct or found acting in contravention of the general rules of the BHU.
- 9.27 The licensee shall keep its employees under uniform and with name tags as prescribed by the BHU for easy identification and check.
- 9.28 The Licensee will not permit the use of the shop premise for any of other purpose other than the purpose of this license or in any other way whatsoever. The licensee shall not sublet the premises of the shop to any

individual/party/organization/company. The licensee alone and none else will be permitted to carry on business in the said premises. Any such act by the licensee shall be considered violation of agreement and the BHU shall have the right to terminate the license. In such circumstances, the licensee will have to settle all the outstanding dues and hand over vacant and peaceful possession of the premises within 7 days on receipt of such communication from the BHU.

- 9.29 The BHU reserves the right to accept any change in the status and constitution of the licensee. In case the request made by licensee is not approved by the BHU, the licensee shall not make any such changes otherwise the license shall be treated as cancelled.
- 9.30 The licensee shall keep open the premises for the benefit of the patients of the Hospital. The licensee shall ensure attendance of staff even during off days and other holidays including National Holidays.
- 9.31 The licensee shall not stock any inflammable or otherwise dangerous or unethical or immoral materials and goods in the space which may cause a fire or health hazard to the Hospital property, its guests and visitors.
- 9.32 The licensee shall make its own advertisement arrangements with the prior written permission of the BHU on submission of the details of advertising copy, layout and arrangements. The BHU shall be at liberty to suggest an alteration or amendment thereof which shall be duly carried out. The licensee shall also observe such amendments in the advertisements as the BHU may require from time to time.
- 9.33 The Licensee shall not cause or be the cause of loud or noisy conduct nor indulge in anything whatsoever which may constitute a source of nuisance or annoyance to the BHU or occupants or the visitors of the Hospital.
- 9.34 The licensee shall keep the premises clean and in orderly condition and for that purpose the licensee shall do whatsoever is required and desired by the BHU. Since the BHU is in possession of the property and licensee is permitted to only use and occupy the premises the licensee shall not do any act by which such a peaceful possession and enjoyment of the BHU is endangered in any way.
- 9.35 The Licensee shall not damage the premises or any part of the Hospital premises and in the event of any damage being caused to the same intentionally or otherwise, by the licensee or its employees or visitors or patients, the BHU shall be entitled to repair the damage and make the requisite replacement and call upon the licensee to reimburse cost/expense thereof which the licensee undertakes to pay forthwith on demand.
- 9.36 The Licensee may get its stocks stores, valuables and employees insured for and against all possible losses including for compensation under workmen compensation Act for any reasons whatsoever. The BHU will not be liable for the losses occurred to the licensee, their employees, stocks stores and other valuables due to any reason/eventualities. The licensee should take all security steps, as deemed fit by it after taking prior approval from the BHU.

- 9.37 The Licensee shall bring in and take out its stocks/stores etc through the gate/route prescribed by the BHU after proper inventory under intimation to the Medical Superintendent , S. S. Hospital or any other officer authorized by the Medical Superintendent, S. S. Hospital.
- 9.38 The BHU may at any time at their discretion call upon the licensee to remove its goods from the premises and give it alternative space.
- 9.39 Notwithstanding anything contained herein, it is agreed that the said space shall at all times be under the control and supervision of the BHU and the BHU shall retain domain and possession of the said space and shall have the right to direct the mode and manner of use of the said space so as to more effectively provide for facilities to patients of the Hospital. It is expressly stated that the possession lies with the BHU and the licensee can have only a right of use and occupation.
- 9.40 In the event of licensee being prohibited form selling one or more articles in the premises because of Government Law/Rules/Regulations/Orders, the BHU shall not be liable for and loss suffered by the licensee. Further, in such an event the licensee shall not be entitled to any reduction in the license fee payable to the BHU.
- 9.41 For the instant arrangement, the BHU does not recognize any association of the traders and in case negotiation is necessary with regard to the clarification of the term & conditions of the license or modification thereof, such negotiations should be sought by the licensee alone and no collective representation shall be entertained.
- 9.42 The performance of the licensee shall be of a standard as befits a Hospital of repute and in keeping with the standards desired by the patients from such a Hospital. If and when complaints regarding inadequate performance/services of the licensee or complaints on any other count are received by the BHU or functioning of licensee is unsatisfactory, the same shall be communicated to the licensee and if it still continues to be below the desired standards the same shall be considered a violation of the terms of this license and the BHU shall be at liberty to terminate the license.
- 9.43 In case the Licensee fails to perform or commits breach of any of the obligations under the deed, the BHU shall without prejudice to any other remedy for breach of contract, by written notice of default sent to the licensee terminate the Deed in whole or in part.
- 9.44 The License deed can be terminated by mutual consent of the parties, if either of the parties by giving one month prior notice in writing revealing the reasons, come to the conclusion that it is not in their interest to run the said 24 hour medicine and chemist shop under the instant licensing arrangement.
- 9.45 If any fresh License agreement /deed is not executed for any reason whatsoever, thirty (30) days prior to the expiry of the initial period of two years, it will be presumed that the license has not been renewed and the use of the premises by the licensee, after such date shall be considered as unauthorized. The BHU shall be at liberty to enter into such arrangements, as it may deem fit, with any other party permitting the use of the premises

by such other party the expiry of the initial period of License with the Licensee and the Licensee shall not interfere with the same directly or indirectly nor shall cause any damage, loss or expenses to the BHU in this regard.

9.46 Notwithstanding any other provisions contained in this Deed, in the eventuality of any loss/ damage caused on use of medicine, sold by Licensee, the liability of the Licensee would be unlimited and will be subject to determination by appropriate authority or body. The BHU shall not be liable in any manner whatsoever.

9.47 For the purposes of instant licensing arrangement, any direction issued by the Director, Institute of Medial Sciences, BHU, in writing, shall be considered as the direction issued by the BHU.

10. FORCE MAJEURE:

10.1 The "Force Majeure" means an event beyond the control of the Licensee and not involving the Licensee's fault or negligence and not foreseeable. Such event may include, but are not limited to, war or revolution, fire, floods, quarantine restrictions and freight embargoes.

10.2 If a Majeure situation arises, the Licensee shall promptly notify the BHU in writing of such condition and the cause thereof. Unless otherwise directed by the BHU, in writing, the Licensee shall continue to perform its obligations under the License Deed as far as is reasonably practical and shall seek all reasonable alternative means for performance of obligations not prevented by the Force Majeure event.

11. DISPUTE SETTLEMENT:

11.1 All questions, disputes and differences arising under and out of, or in connection with the License Deed, shall be referred to the sole arbitration by an arbitrator appointed under the provisions of the Arbitration and Conciliation Act, 1996 by the Vice-Chancellor, BHU, Varanasi whose decision shall be final and binding on both the parties. The venue for the arbitration proceeding shall be Varanasi. All the arbitration shall be carried out in English language.

11.2 All disputes shall be subject to the jurisdiction of the Civil Court Varanasi.

Medical Superintendent

TECHINICAL BID

Tender for setting up 24-hour medicine and chemist shop at SSH, IMS, BHU under license arrangement.

1. ESSENTIAL DETAILS OF THE BIDDER

1. Name of the firm
2. Full Address
 - (i) Head Office
 - (ii) Branch Office, if any
3. Telegraphic/e-mail Address
4. Telephone Number (s)
5. Fax No.
6. Name/Mobile no. of authorized representative for the instant Tender
7. Power of attorney in favour of the representative authorized by the Bidder
8. Date of establishment of the firm
9. Is the firm registered under :
 - (a) The Indian companies Act, 1913
 - (b) The Indian Factories Act 1932
 - (c) The Societies Registration Act
 - (d) Another Act. (Please give full names)

Attach copy of Articles of Association (in case of registered firms), by laws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm).

10. Details of equipment and manpower of your firm/unit related to this type of work.
11. Whether the firm has ISO Certification for such works
(if yes, proof of ISO Certification may be attached)

12. Proof of 3 year work experience (attach relevant documentary evidence)
13. Documentary Proof of attachment of Bidder Company's pharmacy with reputed Hospital.

(Copies of the orders/satisfactory performance report/certificate from the reputed Hospital be attached)

- Name of the client with address and phone no.
- Start date of attachment

End date of attachment

- 14 The average turnover from similar work should be more than Rs. Five Crore in preceding three financial years.
(attested copies of the IT returns filed by the company and audited balance sheets during the preceding three financial years be attached)

15. Particulars of license held under drug and cosmetics Act and rules made their under (copy of the valid certificate held by the Bidder for its existing establishments may be attached)

16. Sales Tax No./VAT/TT No.

(copy of the valid certificate (s) held by the Bidder for its existing establishment may be attached)

17. TAN/PAN number

(Copy of the valid certificate (s) held by the Bidder for its existing establishment may be attached)

18. Name and Address of Bankers

19. Whether the bidder possesses no conviction certificate from state Drug Controller and certificate to the effect that is no case pending under the Drugs & Cosmetics Act 1940 and rules made there under as well as under Drug Price Control Order (DPCO) against the firm during the last 5 years *(copies to be attached. Alternatively, bidder may furnish a sworn affidavit to this effect).*

20. Whether the bidder is stockiest of major reputed manufacturers of Modern & Ayurvedic medicines (including imported life saving & anti cancer drugs), implants, other parental drugs and surgical disposables/equipments, etc. *(documentary proof be enclosed).*

21. Details of time likely to be taken for setting up of the medicine shop *(time proposed to be taken in reaching various stages be*

indicated detailing prerequisites from the University achieving the tie schedule).

Certified that:

1. I/We have read the terms and conditions governing this work of the University and hereby agree to abide by them.
2. The company has neither been blacklisted by any Central or State Government department in the preceding three years nor there is any litigation pending with any of its departments.
3. The information provided by us above regarding the details of firm is correct & any information found to be incorrect will lead to the cancellation of our bid.

Name and signature of the authorised signatory of the firm with seal of firm.

FINANCIAL BID

Tender for sale of license for setting up of 24 Hour Medicine and Chemist Shop at SSH, IMS, BHU.

The evaluation of financial bid would be based on Net Gain Percentage (NGP) comprising of the following two elements **carrying equal weightage**:

- ◆ Weighted average discount rate on MRP offered to patients (WADR)
- ◆ Percentage of monthly sale volume (on MRP) offered to BHU as additional variable monthly license fee in addition to the fixed monthly license fee fixed by the BHU (PAVLF)
- ◆ **NGP={ (WADR) + (PAVLF) }**

The manner in which the NGP would be calculated is described at Para 5 of the tender document titled as “Procedure for Evaluation of Bids”.

2.A. **Quote** for category wise discounts offered by the Bidder :

| S. No. | Category of Item * | Grade* | Discount offered in % |
|---------------|------------------------------|---------------|------------------------------|
| (1) | (2) | (3) | (4) |
| 1. | Oral dosage | 15 | |
| 2. | Parenteral , IV fluid | 25 | |
| 3. | Injectable (IM/IV) | 20 | |
| 4. | Chemotherapy drugs | 15 | |
| 5. | Surgical / Dressing Material | 15 | |
| 6. | Implants / Allied | 05 | |
| 7. | Ayurvedic | 05 | |

2.B. Percentage of Sale Volume (on MRP) offered as Variable **Monthly License Fee to the BHU.**

| | |
|--|------------------------------------|
| Quote for Percentage of Sale Volume (On MRP) offered as Variable Monthly License Fee to the BHU (in %) | -----% of sale volume of the month |
|--|------------------------------------|

Note :

- (i) *- As per Annexure III
- (ii) Discounts are to be quoted on MRP
- (iii) 10% weightage on Net Gain Percentage would be given to bidders having ISO certification for their existing pharmacies.

Certified that:

1. I/We have carefully read the terms and conditions at *para* 5 of the Tender Document and hereby agree to abide by them.

2. I/We have made in depth and detailed market study prior to making above offer. Further, the said offer is independent of BHU's projections and estimates.
3. It is further certified that the Company's aforesaid offer is unconditional and it does not expect the BHU to guarantee any volume of sales from the medicine shop to enable it meet the aforesaid offer.

Name and signature of the authorized signature of the firm with seal of firm

Annexure-III

CLASSIFICATION OF ITEMS AND CORRESPONDING AVERAGE DAILY CONSUMPTION GRADES ON A 100 POINT SCALE

| S. No. | Category of Item * | Grade* |
|---------------|------------------------------|---------------|
| (1) | (2) | (3) |
| 1. | Oral dosage | 15 |
| 2. | Parental , IV fluid | 25 |
| 3. | Injectable (IM/IV) | 20 |
| 4. | Chemotherapy druge | 15 |
| 5. | Surgical / Dressing Material | 15 |
| 6. | Implants / Allied | 05 |
| 7. | Ayurvedic | 05 |

NOTE

- a) *To facilitate the bidders, the drugs, medicines, surgical items etc have been classified into 7 categories*
- b) *Average consumption level per day (of each category), on a hundred point scale, has been projected and called as “Grades”.*

Terms of Reference of Inspection and Monitoring Committee

In terms of provisions contained at para 9.20 of this Tender Document, the terms of reference of Inspection and Monitoring Committee constituted by the BHU will be as follows:

- a) Whether drugs being stocked & sold in the 24 –hour Chemist Shop are, at least, in conformity with the inventory list provided by the BHU.
- b) What is the minimum quantum of stock of each category of drugs being maintained to endure their continuous availability?
- c) Evaluation of the authenticity or genuineness of the quality of medicine being dispensed.
- d) Whether adequate storage facilities are being utilized in relation to proper stocking of medicines, provision of adequate cold storage & maintenance of cold chain of such drugs as prescribed by the manufacturers of such drugs.
- e) Appraisal of procedure for weeding out of expired medicines and its timely implementation.
- f) Whether the medicines dispensed are as per prescriptions of the Doctors or drug slips given by nursing staff on duty.
- g) Whether the quantity and quality of man power being utilized in the Medicine Shop is adequate and as per instructions of the BHU and assurance give by the Licensee.
- h) Whether the presence of qualified pharmacists is being maintained round the clock to ensure proper dispensing of drugs.
- i) Whether the number of dispensing counters is adequate.
- j) To assess the time taken by the vendor in satisfactory dispensing of the prescribed medicines which should be bare minimum?
- k) To inspect the documents related to procurement of stock, its maintenance & sale.
- l) To check whether unused medicines, returned in sealed condition by the patients, are taken back by the licensee together with corresponding refund record.
- m) To check whether instructions issued by the BHU, from time to time, under various provisions of the license deed, are being continually adhered to by the licensee.
- n) To check whether any of the other agreed performance obligations of the licensee, as covered in the tender, are being delivered by the licensee to the satisfaction of the BHU.
- o) The aforesaid terms of reference of the said Committee are illustrative and not exhaustive. The Committee will be at liberty to check on any other aspect, as deemed fit by it, for appraising the functioning of the said Chemist shop.

CHECK LIST

Check list for documents to submit with technical bid under Tender for setting up of 24-hour medicine and chemist shop at SSH, IMS, BHU under license arrangement.

1. Power of attorney in favour of the representative authorized by the Bidder.
(To be attached in original)
2. Particulars of license held under Drug and Cosmetics Act and rules made their under *(copy of the valid certificate (s) held by the Bidder for its existing establishment may be attached).*
3. Copy of Articles of Association (in case of registered firms), by laws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm).
4. Details of equipment and manpower of the firm/unit related to this type of work.
5. Documentary proof in support of ISO Certification of bidders existing pharmacies.
6. Relevant documentary evidence in support of 3 year work experience
7. Documentary Proof of attachment of Bidder Company's pharmacy with reputed Hospital(s).
(Copies of the orders/satisfactory performance report/certificate from the reputed Hospital(s) be attached.
8. Attested copies of the IT returns filed by the company and audited balance sheets of preceding three financial years.
9. Copy of the valid certificate (s) Sales Tax No./VAT/TT No. held by the Bidder for its existing establishments.
10. TAN/PAN number (copy of the valid certificate(s) held by the Bidder for its existing establishment may be attached).
11. No conviction Certificate from State Drug Controller and certificate to the effect that there is no case pending under the Drugs & Cosmetics Act 1940 and rules made thereunder as well as under Drug Price Control Order (DPCO) against the firm during the last 5 years (copies to be attached). However, for submitting the bid the bidders may submit an affidavit to this effect, duly sworn before a first class magistrate.
12. Documentary evidence in support of bidder being stockist of major reputed manufactures of Modern & Ayurvedic medicines (including imported, life saving & anti cancer drugs), implants, other parental drugs and surgical disposables/equipments, etc.
13. Certificate to the effect that the company has neither been blacklisted by any Central or State Government department in preceding three years nor there is any litigation pending with any of its departments.

Name and signature of the authorized signatory of the firm with seal of firm