

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

DETAILS OF TENDER

Date and Time of Pre-bid conference

19.07.2022 15:00 Hrs.

Last Date & Time for receipt of Tender document

18.08.2022 17.00 Hrs.

Date and Time for Opening Technical Bid:

20.08.2022 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
ms.ssh.bhu@gmail.com**

Section I
Notice Inviting Tenders (NIT)

GENERAL TERMS AND CONDITIONS

Online tender in **TWO BID** system are invited from setting up of 24 hour Drug & Chemist Shops at SIR SUNDERLAL HOSPITAL, IMS, BHU under lease licensing agreement. Bid should be valid for minimum period of 180 days from the date of opening of technical bid for the purpose of bid evaluation/finalization of lease.

1. Bidder can download the bid document from public procurement portal website at **www.eprocure.gov.in** and **www.bhu.ac.in**. Bidders are required to submit the bid ONLINE by scanning and uploading all the relevant documents through **www.eprocure.gov.in**
2. Bidders who intend to participate in the tender should ensure that they fulfill all eligibility criteria as prescribed in General terms & conditions.
3. While submitting bids ONLINE, the bidder shall read terms and conditions and must accept the same to proceed further to submit the bid.
4. Bidders are advised to submit the bid through above ONLINE e –tendering portal to Tender inviting Authority (TIA) well before the due date and time (as per server system clock) of bid submission. The TIA shall not be held responsible for any delay and difficulties faced during submission of bids by bidder(s).
5. After the successful bid submission(i.e. after clicking “Freeze Bid Submission” in the portal), bidder should note and print acknowledgement number and keep as record for evidence of ONLINE submission of bid for the particular tender and also be used as Entry pass to participate in the bid opening.
6. All data being entered by the bidder would be encrypted using public key infrastructure (PKI) encryption technique to ensure the secrecy of the data. The data entered is not retrievable by unauthorized person during the bid submission and until the time of bid opening by any person.
7. Any bid document that is uploaded to the server is subjected to symmetric encryption using system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyer/bid opener’s public keys. Overall, the uploaded tender documents become readable only after tender opening by authorized bid opener.
8. The confidentiality of the bids is maintained with the use of secured socket layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
9. Bidder submitting tender would be deemed to have read, considered and accepted all the terms and conditions mentioned therein the tender document. No enquiries shall be entertained in respect of acceptance or rejection of the bid.
10. Bidder shall submit duly filled, signed & stamped annexure as per the format provided.

11. The performance of successful bidder firm will be reviewed by the Inspection committee constituted by BHU on quarterly basis (every 3 month) and in case found unsatisfactory the contract will be terminated.
12. Bidder shall have to give undertaking that bidder firm will not employ/involve child labour and persons convicted or criminal background.
13. Bidder shall have to give undertaking that there is no criminal case against individual bidder/firm in any court of law.
14. In the event of any breach/violation or contravention of any term and condition contained in the tender, the contract will be terminated and the said earnest money will be forfeited.
15. The BHU reserve the right to accept one or to reject any or all the offers without assigning any reasons thereof.
16. MoU will be signed between **Banaras Hindu University** (1st party) and **the successful bidder** (2nd party) for **FIVE years** and may be extended **for One year or part of it** with mutual agreement between said parties and satisfactory work performance of 2nd party.
17. In case of any dispute arising between the 1st Party and 2nd party, the matter shall be referred to Honorable Vice chancellor, Banaras Hindu University, Varanasi for arbitration whose decision would be binding to both parties.
18. All disputes are subject to “Varanasi Jurisdiction” only.

Office of the Medical Superintendent Sir Sunderlal Hospital, IMS Banaras Hindu University, Varanasi- 221 005. WEBSITE: <http://www.bhu.ac.in>; email; ms.ssh.bhu@gmail.com

Section-2

TENDER DOCUMENT

The Banaras Hindu University, in order to facilitate the patients care, proposes to open a 24 hours Drug and Chemist shop in the Sir Sunderlal Hospital (SSH), Institute of Medical Sciences, Banaras Hindu University (BHU) Varanasi (UP) under licensing agreement.

The tenders are invited from capable, well equipped, experienced and reputed organizations for setting up of a 24-hour Drug and Chemist shop in SSH campus, BHU with following terms and conditions:

1. SCOPE:

Sir Sunderlal Hospital including Centenary Super-specialty Block (CSSB), Maternal & Child Health Block (MCH), Regional Institute of Ophthalmology (RIO) or any other upcoming hospital facility under ambit of IMS (hereafter referred to as HOSPITAL) of Banaras Hindu University is a 2215 (SSH-1585, CSSB-430, MCH-100, RIO-100) bed hospital with all modern medical, surgical and investigative amenities. The Hospital consists of OPD, IPD, Emergency, ICU/CCU/HDU/ACU/NICU/PICU, OT services, Radio diagnosis and imaging , BMT & Stem Cell Research centre, Blood Bank and Component separation facility, Center for Clinical Investigations, , Microbiology, Immunology and Mortuary and CSSD & Laundry . The Hospital has all the clinical disciplines which include General Medicine General Surgery, Obstretic & Gynecology, Orthopedics, Paediatrics, Dermatology, Respiratory medicine, Geriatric medicine, Radiotherapy & radiation Medicine, Cardiology Endocrinology, Nephrology, Neurology, Gastro-enterology ENT, Regional Institute of Ophthalmology, Urology, Plastic Surgery, Cardio-thorasic & Vascular Surgery (CTVS), Surgical Oncology Pediatrics-Surgery, clinical Haematology, Rheumatology, Pain clinics Ayurvedic specialties, Dental Surgery , ART centre and PMR etc. The daily turnout of patients is about 6000 in OPD and annually there are 30,000 admissions. The approximate bed occupancy is 95% and total surgical operations done annually are around 60,000. Besides the Hospital has a MRI, CT whole Body Scan facility, a Dialysis Unit and Radiotherapy Cobalt Unit, blood irradiator etc. The unique feature of the Hospital is that it renders specialty and super specialty services through Modern Medicine, Ayurvedic and Yoga under one roof. Various National Health Mission schemes like Ayushman Bharat, JSK/JSKY, RBKB etc. are also operational for the benefit of economically weaker section of the society.

2. ELIGIBILITY CONDITIONS: The bidder must fulfill the following qualifying conditions:

- 2.1 Bidder/firm should have the work experience of at least **Five years** in running of pharmacies/pharmacies attached to reputed hospital.
- 2.2 Bidder firm 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.

- 2.3 Bidder firm should have **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 there under as well as under Drug Price Control Order (DPCO) against the firm during the last **FIVE** calendar years. However, for submitting the bid, the bidders may submit an affidavit to this effect, duly sworn before a First Class Magistrate.
- 2.4 Bidder should, preferably, be stockist major reputed manufacturers of Modern & Ayurvedic medicines (including imported, life saving & anti cancer drugs), generic drugs, implants, other parental drugs and surgical disposables/equipments, etc.
- 2.5 The average annual turnover of the bidder from similar work should be more than **Rs. Twenty Five Crore** in preceding **THREE** consecutive financial years.
- 2.6 Bidder firm should have GSTN, TIN / or any other registration number including PAN.
- 2.7 Bidder firm should have “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).
- 2.8 Bidder firm 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.
- 2.9 Bidder firms having ISO certification would be preferred.
- 2.10 Documentary proof of all above is to be enclosed.

3. PRE-BID MEETING:

- 3.1 The BHU shall convene a pre - bid meeting at 15:00 hours on 19/07/2022 in the Medical Superintendent’s office Sir Sunderlal Hospital BHU Varanasi when the prospective bidders should demonstrate the resources available with them and past experience and at the same time seek clarifications from the BHU on various aspects of the tender. Non attending pre-bid would disqualify the bidder from participating in tender process.
- 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 **e-procurement portal as well as BHU’s website**. Banaras Hindu University shall not be responsible for any oversight or negligence on the part of bidder on amendments to terms and condition(s) of the tender documents and notified through the official website.

4. PROCEDURE FOR SUBMISSION OF BIDS:

- 4.1 It is proposed to have ONLINE two bid system for this tender:
 - a) Technical Bid (*In the format placed as Annexure-I*) online.
 - b) Financial bid (*In the format placed as Annexure-II*) online.

- 4.2 A BID SECURITY DECLARATION for Rs 1.25 crore (Rs. One point twenty five crore) in favour of “**The Registrar, Banaras Hindu University**” **Varanasi** is to be sent in the sealed envelope super scribing “ BID SECURITY DECLARATION for Setting up 24 hrs Drug & Chemist shop vide e-tender no.” to **The Medical Superintendent, Sir Sunderlal Hospital, Banaras Hindu University, Varanasi (UP) -221005** before the opening date of technical bid. A copy of BID SECURITY DECLARATION is to be uploaded while bidding ONLINE for Technical bid. (*Annexure-IV*)

5. BID REJECTION CLAUSE:

- 5.1 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, as non-responsive, without any correspondence.
- 5.2 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.
- 5.3 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 investment in the project, can make it a commercially unviable project.
- 5.4 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.
- 5.5 No Bidder shall contact BHU on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. Any effort by a Bidder 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 BID SECURITY DECLARATION MONEY.

6. PROCEDURE FOR EVALUATION OF BIDS:

The BHU will calculate the net gain due to the said shop which has following **elements** for considering as **H1**:

- 6.1 **Fixed monthly lease license fee @ Rs. 50 lakh per month +GST as applicable.** The said fixed monthly license fee would be charged from the licensee during the period of license and extension period if any. (**Element -1**)
- 6.2 In addition to the fixed monthly license fee above (6a), the licensee shall **pay additional fixed Monthly counter fees (FMCF)** to the BHU. Each Bidder has take all counter there is no provision of separate bidding for each counter, i.e each bidder has to pay a total of Rs. 50, 00,000/- (Rs Fifty Lakh) as fixed monthly counter fees. (**Element-2**)

	Name of counter	Fixed Monthly counter fees (FMCF)*
1	Main counter Near HDFC bank ATM,SS Hospital <i>Room area 5000 sq feet + shed area 2000 sq feet (Total 7000 sq feet including shed area)</i>	15,00,000/-
2	EOPD,SSH ground floor <i>(500 sq feet)</i>	10,00,000/-
3	ICU, 1 st floor,SSH <i>(300 sq feet)</i>	10,00,000/-
6	CSSB counter ground floor <i>(200 sq feet)</i>	8,00,000/-
7	MCH counter <i>(150 sq feet)</i>	2,00,000/-
8	RIO <i>(100 sq feet)</i>	2,00,000/-
9	Dental Faculty <i>(100 sq feet)</i>	3,00,000/-
	TOTAL	50,00,000/-

Note: Area shown above with counters is indicative not conclusive and final Calculation will be incorporated in MOU with successful bidder to which bidder has to agree. No claim or Representation will be entertained in this regards.

6.3 The third element of the net gain to the BHU will be the **highest discount rate** offered on **MRP inclusive of GST/IGST** to its patients on all counters as mentioned in 6.2. **(Element-3)**

S.No.	Category of Item	Minimum % of discount should not be Less than *	Maximum % Discount on MRP inclusive of GST/IGST offered *		Weightage
			In figure	In words	
(1)	(2)	(4)	(5)		(6)
			In figure	In words	
1.	Oral dosage	30			0.1
2.	Parental, IV fluid	50			0.2
3.	Injectable (IM/IV)	30			0.15
4.	Insulin & Vaccine	10			0.05
5.	Chemotherapy drugs	30			0.1
6.	FMCG (Fast Moving Consumer Goods)	30			0.1
7.	Surgical/ Dressing Material	60			0.2
8	Implants/ Allied	10			0.05
9	Drugs Under Govt.(Central/Sate) Price control	10			0.025
10	Ayurvedic all preparation	25			0.025
		TOTAL weightage			1.000

While (a) and (b) above has been fixed by the BHU, the remaining (c) 3rd element of the net gain are to be quoted by the bidders. The evaluation of financial bid would be based on Net Gain Percentage (NGP).

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

6.4.1 To facilitate the bidders, the drugs, medicines, surgical items etc. have been classified into **10 categories** and laid as a part of Tender Document as above (6.3).

6.4.2 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 weightage)
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NGP (in percentage) =(Total Weighted average discount rate on *MRP inclusive of GST/IGST* to patients)

6.4.3 As an additional measure to support patients under government health scheme or received financial aid from government or semi-government body & patients from weaker section and other interested patients group, the licensee will run a counter for Generic/Branded Generic Medicines, Surgical items as per Rate Contract of ESIC/SGPGI on Maximum fixed 5% additional service charge. The branded medicines list may be provided by office of Medical Superintendent. It must be on priority counter and under no circumstances the licensee will refuse to provide generic medicine & Implants as described above to the patients.

6.4.4 Further, to support patients from weaker sections of the society, Licensee has to provide medicines of **Rs. 4.00 lakhs per month** on tendered approved rate.

Note:

- *The bidder quoting highest Net gain percentage (NGP) would qualify for award of tender.*
- *Discounts are to be quoted on **MRP inclusive of GST/IGST.****
- *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.*

7 DEED OF LICENSE:

The qualifying bidder shall sign a Deed of License; primarily for fair trade practices in all dealings 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 BID SECURITY DECLARATION MONEY of the bidder shall be forfeited and opportunity may be extended to next technically qualified bidder quoting second highest NGP.

8 PERIOD OF LICENSE:

- 8.1 The License shall be for a period of **FIVE years**, commencing from the date of opening of 24 hours
- 8.2 Drug and Chemist shop **subject to satisfactory outcome of review and evaluation by the BHU after completion of first year.**
- 8.3 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.
- 8.4 On the expiry of the period of this License, it may be renewed for the maximum period of **One year** or part thereof 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. A fresh PBG is to be deposited with validity of 14 months during extended period.

9 PERFORMANCE BANK GUARANTEE (PBG)

The licensee shall deposit with the BHU a sum of Rs. **180.00 lacs (Rs one hundred eighty Lakh)** in the form of a Bank Guarantee furnished by a scheduled/nationalized Bank within 30 days of execution of the license deed or before opening of Drug & Chemist shop, whichever is earlier for due and complete performance of the terms and conditions of tender. The said performance bank guarantee shall be valid for a period of **Sixty two (62) 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.

10 OTHER TERMS & CONDITIONS

- 10.1 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.
- 10.2 The BHU shall provide space with electrical connectivity to the licensee to open and run the 24 hours Drug and chemist shop and in lieu thereof the licensee shall give to the Hospital the **fixed license fee and monthly counter fees on the first day of every month.**
- 10.3 Licensee has to pay the applicable GST on the fixed license fee and monthly counter fee separately.
- 10.4 Licensee has to pay electricity bill separately on monthly basis as per their consumption on the bill raised by BHU Electricity & water supply wing.

- 10.5 Failure on the part of Licensee to pay (monthly License fee+ Counter fee + electricity charges etc.) in time will invite **1% per week** interest rate on the amount unpaid.
- 10.6 Failure on the part of the Licensee to pay above charge shall entitle the BHU to withdraw on 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.
- 10.7 The Licensee shall get the space organized and carryout the interior decoration of the premises at its own cost after getting the plans, lay outs, overall design and furnishing approved by the BHU in writing. The Licensee shall be further required to make such additions and alterations 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 invite penal action as imposed by Medical Superintendent SS Hospital.
- 10.8 The licensee shall keep the premises neat and clean and dispose the biomedical waste as per laws on their own expenditure and hospital will not bear the cost of such disposal.
- 10.9 The licensee shall sell the medicines to the patients of Hospital complex and employees and students of the BHU on discount basis.
- 10.10 Upon 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.
- 10.11 If the Licensee does not vacate or remove its effects 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 and 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.
- 10.12 Upon 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 and in addition 1% license fee per month as demurrage.

- 10.13 Use of premises allotted for Drug and chemist shop and counters, after expiry of licensee will be unauthorized. On expiry or termination of license BHU has full right to enter into fresh contract with any party and allow the use of same premises to other party.
- 10.14 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.
- 10.15 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 or any other authority applicable to their business.
- 10.16 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.
- 10.17 The Licensee shall provide inventory list to the BHU when asked for. If the drugs/articles stocked/supplied are discovered to be not conforming to the description and the quality prescribed by the BHU, it may tantamount to be the breach of License by the Licensee.
- 10.18 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 manufacturers to the BHU.
- 10.19 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 License may be cancelled at licensee's risk and cost.
- 10.20 The Licensee shall supply the drugs of standard quality. 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 actions as deemed fit by the BHU. The BHU shall not be responsible for spurious drug or quality.
- 10.21 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.
- 10.22 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 manufactures of such drugs.

- 10.23 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, and name of manufacturer and expiry date of the item.
- 10.24 The Licensee shall be required to adopt fair business practice by exhibiting the MRP (inclusive of GST /IGST), 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 organizing its public display.
- 10.25 The Licensee shall be required to pay all taxes levies, Cess as time to time imposed by government (Central or State) and get the license deed registered as per law.
- 10.26 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.
- 10.27 The BHU at its own volition or on receipt of a complaint can cause inspection of the 24-hour Drug and Chemist Shop through a Committee constituted by it for inspecting 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 laboratories recognized by the State or Central Drug Control Authorities. The terms and reference of the said committee are at **Annexure III** to the Tender Document.
- 10.28 The Licensee shall use computer software to be decided by the BHU 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.
- 10.29 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 to be paid by licensee in advance.
- 10.30 The Licensee, in connection with carrying on its business in the licensed premises, will only appoint such persons e.g. pharmacists, having (i) educational/professional qualifications prescribed under Drug and Cosmetics Act, 1940 and rules made there under, (ii) good moral character and (iii) well behaved.
- 10.31 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 engaged in future.
- 10.32 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 maybe issued by the BHU in respect of routes of entry/departure or otherwise.

- 10.33 The Licensee is to ensure that the persons engaged by it shall not loiter in any area unwarranted for performance of obligations under this deed and they will keep themselves strictly confined to the premises of the shop. If any irregularity is found, the BHU will bring it to the notice of the Licensee for proper action in the matter. In case no action is taken by the Licensee, the BHU will have sole right to take any suitable action which may include termination of the License.
- 10.34 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 high standards and reputation or cause nuisance to the management of the Hospital or its patients or patient's attendants. At the instance of the BHU, the Licensee shall remove from services any employee who is charged with such misconduct or found acting in contravention of the BHU rules.
- 10.35 The Licensee shall keep its employees under uniform and with name tags as prescribed by the BHU for easy identification and check.
- 10.36 The Licensee will not permit the use of the shop premises 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 carryon 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 due and hand over vacant and peaceful possession of the premises within 7 days on receipt of such communication from the BHU.
- 10.37 The BHU reserves the right to accept any change in the status and constitution of the Licensee. In case the request made by the Licensee is not approved by the BHU, the Licensee shall obey the orders otherwise the License shall be treated as cancelled.
- 10.38 The Licensee shall keep open the premises for the benefit of the patients of the Hospital even during off days and other holidays including National Holidays.
- 10.39 The Licensee shall keep separate dispensing counter for old patients, BHU staff/ Students and differently able patient.
- 10.40 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.
- 10.41 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 the Licensee shall duly carryout. The Licensee shall also observe such rules regulating the advertisement as the BHU may make from time to time.

- 10.42 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.
- 10.43 The Licensee shall keep the premises in clean, 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 the 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.
- 10.44 The Licensee shall not damage the premises or any part of the Hospital premises. In the event of any damage being caused to the same intentionally or otherwise, by the Licensee or its employees or invites or patients, the BHU shall be entitled to repair the damage, or make the requisite replacement and call upon the Licensee to reimburse cost/expense thereof which the Licensee undertakes to pay forthwith on demand.
- 10.45 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 measures, as deemed fit with prior approval from the BHU.
- 10.46 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 or any other officer authorized by the Medical Superintendent, S.S.H.
- 10.47 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.
- 10.48 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.
- 10.49 In the event of Licensee being prohibited from selling one or more articles in the premises because of Government Law/Rules/Regulations/ Orders, the BHU shall not be liable for any 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.
- 10.50 For the instant arrangement, the BHU does not recognize any association of the Traders and in case any negotiation is necessary with regard to the clarification of the terms & conditions of the License or modification thereof, such negotiations should be sought by the Licensee alone and no collective representation shall be entertained.
- 10.51 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 the 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.

10.52 In case the Licensee fails to perform or commits breach of any of the obligation(s) 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.

10.53 The License deed can be terminated by mutual consent of both parties on giving One month prior notice in writing by either party or BHU if it comes to conclusion that it is not in the interest of BHU to permit the Licensee to run the 24-hours Drug and Chemist Shop and this decision shall be final.

10.54 Notwithstanding any other provision to this Deed, in the eventuality of any irreparable 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

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

FORCE MAJEURE

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 events may include, but are not limited to, war or revolution, fire, floods, pandemic, quarantine restrictions and freight embargoes.

If a Majeure situation arises, the Licensee shall promptly notify the BHU in writing of such conditions 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 not prevented by the Force Majeure event.

ARBITRATION

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 proceedings shall be Varanasi and courts at Varanasi shall have exclusive jurisdiction. All the arbitration proceedings shall be carried out in English language.

Medical Superintendent

TECHNICAL BID

Tender for setting up of 24-hour Drug 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. e-mail Address
4. Telephone Number (s)
5. Name/ Mobile no. of authorized representative for the instant Tender
6. Power of attorney in favour of the representative authorized by the Bidder *(to be attached in original)*.
7. Date of establishment of the firm
8. 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).

9. Details of equipment and manpower of your firm/ unit related to this type of work
10. Whether the Firm has ISO Certification for such works: *(If yes, proof of ISO Certification may be attached)*
11. Proof of **THREE** consecutive financial Years work Experience: *(Attach relevant documentary evidence)*

12. Documentary Proof of attachment of Bidder Company's pharmacy with Hospital(s)
(Copies of the orders/ satisfactory performance report/ certificate from the Hospital be attached)
 - Name of the client with address and phone no.
 - Start date of attachment
 - End date of attachment
13. Turnover during previous **THREE** consecutive financial years (in crores)
(Attested copies of the IT returns filed by the company and audited balance sheets during the previous three financial years be attached)
14. Particulars of license held under Drug & Cosmetics Act and rules made their under
(Copy of the valid certificate(s) held by the Bidder for its existing establishments may be attached)
15. GST number: *(Copy of the valid certificate(s) held by the Bidder be attached)*
16. TAN/PAN number: *(Copy of the valid certificate(s) held by the Bidder be attached)*
17. Name and Address of Bankers Including IFSC: *(crossed chq. Leaf be attached)*
18. Whether the bidder possesses **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 there under as well as under Drug Price Control Order (DPCO) against the firm during the last **FIVE** years *(copies to be attached. Alternatively, bidder may furnish a sworn affidavit to this effect).*
19. 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/equipment etc. *(documentary proof be enclosed).*
20. Details of Time likely to be taken for setting up of the Drug and Chemist shop
(Time proposed to be taken in reaching various stages be indicated detailing prerequisites from the University in achieving the time 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 last **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 authorized signatory of the firm with seal of firm

FINANCIAL BID

Tender for setting up of 24-hour Drug and Chemist Shop at SSH, IMS, BHU under license arrangement

The evaluation of financial bid would be based on Net Gain Percentage (NGP) comprising of the following one element:

Weighted average discount rate on MRP offered to patients

Quote for category wise discounts offered by the Bidder:

S.No.	Category of Item	Minimum % of discount should not be Less than *	Maximum % Discount on MRP inclusive of GST/IGST offered *		Weightage
(1)	(2)	(3)	(4)		(5)
			<i>In figure</i>	<i>In words</i>	
1.	Oral dosage	30			0.1
2.	Parenteral, IV fluid	50			0.2
3.	Injectable (IM/IV)	30			0.15
4.	Insulin & Vaccine	10			0.05
5.	Chemotherapy drugs	30			0.1
6.	FMCG (Fast Moving Consumer Goods)	30			0.1
7.	Surgical/ Dressing Material	60			0.2
8.	Implants/ Allied	10			0.05
9.	Drugs Under Govt. (Central /State) Price control	10			0.025
10.	Ayurvedic all preparation	25			0.025
		TOTAL weightage			1.000

*see page 8

Certified that:

1. I/We have carefully read the terms and conditions at *para 5, Section-2* 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 Bidder's aforesaid offer is unconditional and should not expect the BHU to guarantee any volume of sales from the medicine shop to enable it meet the aforesaid offer.

**Signature of the authorized signatory of the firm
Name and designation:
(With clear seal of firm)**

Terms of Reference of Inspection and Monitoring Committee

In terms of provisions contained at *para 10.27* 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 ensure their continuous availability?
- c) Evaluation of the authenticity or genuineness of the quality of medicines 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 given 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 numbers of dispensing counters are adequate.
- j) To assess the time taken by the vendor in satisfactory dispensing of the prescribed medicines, this 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.

Form of Bid-Securing Declaration

Date:
Bid No. :
Alternative No. :

To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely:-

- (a) When we withdraw or modify our bid after opening of bids;
- (b) When we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) When we fail to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
- (d) When we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) If we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State/central/autonomous body of Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- (i) We are not the successful Bidder;
- (ii) The execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) Sixty days after the expiration of our Bid.
- (iv) The cancellation of the procurement process; or
- (v) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed.:-----
Name :-----

In the capacity of :-----

Duly authorized to sign the bid for and on behalf of:

Dated on day of

Corporate Seal -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]

CHECK LIST

Check List for documents to be submitted with technical bid under Tender for setting up of 24-hour Drug 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 establishments 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 your firm/ unit related to this type of work.
5. Documentary proof in support of ISO Certification of bidder's existing pharmacies.
6. Relevant documentary evidence in support of **THREE Years** Institutional work experience.
7. Documentary Proof of attachment of Bidder Company's pharmacy with Hospital(s)
(Copies of the orders/ satisfactory performance report/ certificate from the Hospital be attached)
8. Attested copies of the IT returns filed by the company and audited balance sheets during the past **three** consecutive financial years.
9. Copy of the valid certificate(s) of GSTN/IGSTN, TIN, PAN 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 establishments may be attached}
11. BID SECURITY DECLARATION as per annexure-IV
12. 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 there under as well as under Drug Price Control Order (DPCO) against the firm during the last FIVE 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.
13. Documentary evidence in support of bidder being 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.
14. Certificate to the effect that the Company has neither been blacklisted by any central or state government department in the last three years nor there is any litigation pending with any of its departments.

Signature of the authorized signatory of the firm
Name and designation:
(with clear seal of firm)

INVITATION FOR BIDS
Notice Inviting Tender (NIT)

BANARAS HINDU UNIVERSITY
SIR SUNDERLAL HOSPITAL, IMS, BHU, VARANASI-221005

e-Procurement Notice

Ref: BHU/SSH/2022-23/epro/04

Dated: 12-07-2022

Online tenders are hereby invited in **two cover system** from reputed **manufacturer/ authorized representative of a manufacture/whole sale dealer/importer** for supply of :-

- Tender for setting up of 24 Hour Drug and Chemist Shop.

Bidders can download complete set of bidding documents from e- procurement Platform <http://eprocure.gov.in/eprocure/app> from 13-07-2022 onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through <http://eprocure.gov.in/eprocure/app>.

Last Date/ Time for receipt of bids through e-procurement is: 18-08-2022 upto 05:00PM. (Server time). Late bids shall not be accepted.

For further details regarding Tender Notification & Specifications please visit website: <http://eprocure.gov.in/eprocure/app> and www.bhu.ac.in.

CRITICAL DATE SHEET

Published Date	13-07-2022 (04:00 PM)
Bid Document Download Start Date	13-07-2022 (04:00 PM)
Clarification Start Date	13-07-2022 (04:00 PM)
Clarification End Date	18-07-2022 (04:00 PM)
Pre bid meeting	19-07-2022 (03:00 PM)
Bid Submission Start Date	22-07-2022 (04:00 PM)
Bid Document Download End Date	18-08-2022 (05:00 PM)
Bid Submission End Date	18-08-2022 (05:00 PM)
Bid Opening Date	20-08-2022 (03:00 PM)

sd/-
Registrar