

**GURU GOBIND SINGH MEDICAL COLLEGE & HOSPITAL,  
FARIDKOT - 151203**



**NOTICE INVITING QUOTAIONS**  
**FOR**

**EMPANELMENT OF RETAIL PHARMACY SHOP**

**for supply of drugs, medicines and consumables  
at GGS Medical College & Hospital, Faridkot**

<b><u>Date of pre-submission meeting</u></b>	<b>:</b>	<b>18.08.2015 at 4.00 pm</b>
Date of submission of Quotations	:	25.08.2015 at 2.00 pm
Date of opening of Quotations	:	25.08.2015 at 3.00 pm

**INSTRUCTIONS/ GUIDELINES TO THE BIDDERS ERS**

1. All the instructions are important and required to be compiled with.
2. Please ensure that Terms & Conditions along with requisite enclosures, are submitted in the office of the Principal, Guru Gobind Singh Medical College & Hospital, Faridkot on or before the last date & time of receipt of Quotation.

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**DETAILED DOCUMENT FOR  
Empanelment of Retail Pharmacy shops  
for supply of drugs, medicines and consumables  
to GGSMCH, Faridkot and its patients on day to day / case to case basis**

Guru-Gobind Singh Medical College and Hospital (GGSMCH), Faridkot intends to prepare a panel of pharmacy / retail pharmacy shops for supply of medicines and consumables required by the hospital and/or its patients from time to time. This empanelment shall be initially for a period of one year and may be extended for another one year in case of satisfactory performance and no complaints are received against the Pharmacy.

**SEALED QUTOATIONS** are invited from the interested Pharmacy Shops/Drug Houses located in the radius of 500 meters of Guru Gobind Singh Hospital, Faridkot **on or before 25.8.2015 up to 2.00 pm**, which will be opened in the same at 3.00 pm in the office of the Principal, Guru Gobind Singh Medical College, Faridkot.

**Interest bidders are advised to check for updates/revision in this document on or after 20.8.2015 at [www.bfuhs.ac.in](http://www.bfuhs.ac.in) and [www.ggsmch.org](http://www.ggsmch.org) before submitting the quotation.**

**1. SCOPE OF WORK:**

Hospital has already received tenders for supply of medicines and consumables for bulk supplies by way of tenders called by the hospital and shall continue this practice parallel to this empanelment. This empanelment is intended for

- a) purchase of items
  - i) in smaller quantities
  - ii) in urgent situations,
  - iii) unplanned purchase
- b) and to facilitate patients visiting GGSMCH in getting medicines and consumables at discounted prices.

Hospital will enter into an annual contract with one or more pharmacy which offers the highest uniform discount as specified later in this document. The pharmacy will supply the medicines / drugs at the agreed rate/discount and within the stipulated time and at the specified place (ward/department) on the basis of the indents issued from time to time by the authorized officers of the Hospital. It may be noted that hospital shall not be bound to procure any or all of its requirements of medicines from the L1 pharmacy. Hospital reserves the right to split / divide its purchases among two or more pharmacies. Hospital also reserves the right to accept any or reject any or all of the offers that it may receive without giving any reasons. This empanelment does not offer any exclusivity to the vendors. Hospital shall be free to empanel Red Cross Pharmacy or any other shop at similar or lower prices and also shall be free to open pharmacy inside the hospital area under any type of ownership model.

For facilitation of the patients more than one pharmacy shall be empanelled as per selection criterion as detailed further in this document.

## 2. PRICING

- a) Bidders must quote maximum discount on MRP for the items where preferred brands have been specified
- b) Bidders must quote the lowest prices for the items where preferred brands have not been specified
- c) For items not specified in the list, bidders shall bid for maximum discount on generic medicines/items and branded medicines/items separately

It should be noted that the liability to pay any duties, levies or taxes leviable under the law would be that of the pharmacy. The pharmacy will also have to bear all the expenses etc. connected with proper packaging, carting, transportation etc., in connection with supply to the Hospital and its patient areas.

## 3. CRITERION FOR SELECTION OF PHARMACIES.

- a) Each pharmacy shall submit the lowest bids in the specified format. Prices quoted shall be inclusive of all taxes and F.O.R.
- b) Bidder having the lowest bid for the maximum number of items shall be selected as L1.
- c) Similarly bidder having the lowest bid for the second highest number of items after L1 shall be selected as L2.
- d) Similarly bidder having the lowest bid for the third highest number of items shall be selected as L3.
- e) Similarly bidder having the lowest bid for the fourth highest number of items shall be selected as L4.
- f) Similarly bidder having the lowest bid for the fifth highest number of items shall be selected as L5.
- g) L6-L8 shall also be declared accordingly.
- h) Bidders L1 to L5 shall be called for negotiations to agree to the lowest of the prices quoted by L1-L5 bidders for each specified item.
- i) Thus all selected bidders shall have to agree for same price for that item. In case there is a non agreement on the rates among the bidders from L1 to L5, then accordingly L6 to L8 shall be called in the same order for negotiation. Lesser number of bidders may be empanelled, in case of non-agreement to the lowest of the prices quoted among all the bidders.

## 4. PERFORMANCE SECURITY GUARANTEE:

On entering into an annual purchase contract, as specified above, the pharmacy will have to furnish a **Performance Security** for an amount of Rs.5.00 lac (Rupees five lacs only) in the form of either a Bank Guarantee valid for 18 months issued by the Scheduled Bank or through Demand Draft payable to “Principal, GGSMCH, Faridkot.” No claim shall be made against the hospital and its representatives in respect of interest if any due on the Performance Security. The Performance security should remain valid up to six months beyond the validity of the contract. If the empanelment contract is extended, Performance security shall have to be submitted again as applicable. The EMD of successful bidders will be refunded on receipt of Performance Security Guarantee.

The performance Security is also liable to be forfeited if the empanelled pharmacist:

- a) Fails to adhere to the terms of the Contract or
- b) Supplies any sub-standard, spurious drugs or substitute medicines
- c) Delays in supplies
- d) Over charges
- e) If found negligent in supply of the drugs for any other reason
- f) If found guilty / wrong doing in any case.

## 5. PERIOD OF CONTRACT

- a) The period of empanelment contract shall be for a period of one year subject to satisfactory performance. No extension shall be given under any circumstances. Fresh quotations shall be called for subsequent period.
- b) Orders received even on the closing date should be honoured in accordance with the terms of contract even though the last date of the contract may be expired on the date of supply of medicines.

## 6. ELIGIBILITY

- a) **The shop / establishment of the pharmacy should be situated in Faridkot and within a radius of 500 meters from the hospital.**
- b) The pharmacy must hold valid licenses on the date of application in specified forms (Form 20, 20-B, 21, 21-B, and 21-C) for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 as applicable and any other law in force. They must hold all other licenses, clearances and permissions as may be necessary to carry out the trade of dealing with / selling of medicines. The empanelled pharmacy will further undertake that their licenses remain valid till the end of the contract period.
- c) The Pharmacy must not have been convicted by the State Drugs Authorities and no case should be pending under Drugs and Cosmetics Act and Rules.
- d) The Pharmacy should have an annual minimum turnover of Rs.30,00,000/- (Rupees thirty lacs only) per year for last three years.
- e) The pharmacy should agree to supply all the medicines and consumables that hospital indents / patient comes for purchase of the specified brands or manufacturer as described in the contract. Failure to do so after execution of the purchase contract as described elsewhere in the document will result in automatic forfeiture of the Performance Guarantee.
- f) The pharmacy should not have been debarred / black-listed by any Govt / Semi-Govt / Public Sector Organization.
- g) VAT clearance certificate should be available with the pharmacy.

## **7. DOCUMENTS ESTABLISHING ELIGIBILITY**

**The following documents should be submitted along with the application:-**

- a) Earnest Money Deposit (EMD) of Rs.1.00 lac (Rupees one lac only) in the shape of Demand Draft in favour of “Principal, GGSMCH, Faridkot”

Note: EMD of unsuccessful bidders will be refunded within three of months from the award of contract.  
EMD of successful bidders will be refunded on receipt of Performance Security Guarantee.

- b) Self attested copies of valid licenses held by the Pharmacy as on the date of the application.
- c) Copy of No Conviction Certificate from State Drugs Controller that no case is pending against the firm under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs (Price Control) Order, 1995 issued from time to time. An affidavit to the effect is acceptable in lieu thereof.
- d) Copies of Balance sheets for the last three financial years, duly certified by a Chartered Accountant.
- e) Copy of sales Tax registration.
- f) Copy of VAT registration.
- g) A copy of PAN allotted to the Pharmacy.

## **8. OTHER TERMS & CONDITIONS**

- a) In case of a partnership firm / Pvt Limited company, an affidavit on stamp paper, from all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.
- b) The pharmacy should not stop the supplies of the medicines/drugs without giving 30 days prior notice in writing which shall be mandatory.
- c) Selected vendor shall have to give an undertaking that they shall not substitute the specified items for GGSMCH patients.

## **9. PROCEDURE FOR APPLICATIONS**

All pages of this document must be signed with seal at the bottom and sent together with duly filed application from attaching all specified documents. Eligible pharmacy may submit applications in closed and sealed envelopes super scribed as “Quotation for Empanelment of Pharmacy for Supply of Medicines” accompanied by the copies of the documents as indicated in item No. 7 of the Notice. Applications should be addressed to the Principal, GGSMCH, Faridkot and be dropped in the tender box kept in this office for the purpose

Pharmacy will be responsible to ensure that his application is deposited in the above mentioned tender box on or before the due date and time. Hospital shall not be responsible for non-receipt of applications within the specified date and time due to any reasons including postal delays or delay in transit. All costs in connection with preparation of the documents shall be borne by the applicant.

**10. RIGHT TO ACCEPT/REJECT ANY OR ALL APPLICATIONS:**

Applications received after the due date and time or incomplete in any respect are liable to be rejected. Hospital reserves the right to accept or reject any or all of the applications in full or part without assigning any reasons thereof. Hospital's decision in this regard shall be binding and final. Principal, GGSMCH, Faridkot has the right to modify / alter any requirements in this document at his discretion in the interest of Hospital and its patients as deemed appropriate by him/her. His/her decision in this regard shall be final.

**11. NOTIFICATION OF AWARD OF CONTRACT**

Principal, GGSMCH will communicate award of contract to successful bidders by a letter.

**12. INDENT & DELIVERY OF THE SUPPLIES TO THE HOSPITAL**

- a) On receipt of indent for supply from Hospital, the delivery of supplies in full shall be made at the premises of Hospital's area/store to which the indent pertains.
- b) In case of indent of specific brand of medicines, the brand shall not be substituted
- c) Supplies are required to be made in original packing of manufacturer.
- d) Every medicine has its own shelf-life period mentioned on the label of medicine. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply.
- e) The pharmacy will indicate batch number, name of the manufacturer, date of expiry in the indents at the time of supplying the medicines/drugs to the concerned dispensaries.

**13. PRESENTATION OF BILLS TO THE HOSPITAL BY THE PHARMACY**

- a) The pharmacy shall present the bill to the authorized office of hospital for the supplies made. The bill should clearly indicate the details of the supplies made such as name of the item, quantity, rate, discount amount, name of the manufacturer, batch No., date of manufacture & expiry date, indent No. with date etc.
- b) The bill shall be supported by the original indent along with certificate from the authorized official of Hospital/in charge of the dispensary under his/her signature, with date, seal of the office for receipt of the items indented.
- c) Incomplete bills not accompanied by any of the particulars mentioned in (a) & (b) above, shall be returned for rectification and will not be processed for payments.

**14. PAYMENTS**

Payments of the bills presented will normally be arranged within 30 working days from the date of presentation of the bill. However, the pharmacy shall make no claim from Hospital in respect of interest or damages in case the payment is delayed for any reasons. Hospital reserves the right to make payment through ECS/NEFT for which pharmacy should give requisite details of bank address, Account No., IFS Code, type of Bank account (Current / Savings) etc as an when required.

**15. DIRECT SUPPLY/SALE TO PATIENTS OF GGSMCH, FARIDKOT AND THEIR ATTENDANTS**

- a) Contact details of the pharmacy shops and prices may be displayed at prominent places within the hospital at the sole discretion of the hospital management.
- b) Vendors empanelled for specified medicines – shall extend the same prices to patients of GGSMCH on cash payment basis. Vendor shall issue bills for all medicines issued to patients. GGSMCH shall not be liable for payments of medicines purchase by the patients and their attendants.
- c) Specific brand of medicines prescribed shall not be substituted
- d) An internal committee shall be formed to evaluate the complaints received. Based on the recommendations of the committee, vendor(s) (one or more) may be de-empanelled or alternately fresh quotations may be called at any stage during the currency of existing empanelment thereby cancelling the empanelment of all the vendors without any liabilities on the GGSMCH.
- e) Item wise details and bill shall have to be provided for supplies/sales as a part of packages formed, if any.

**16. CORRUPT, FRADULENT OR UNETHICAL PRACTICE**

Hospital requires that the pharmacy observes the highest standards of ethics during the procurement and execution of contract for supply of medicines. The medicines/ drugs to be supplied will be of standard quality and duly approved by hospital authorities. In pursuance thereof, the terms are set forth as follows: -

- a) The pharmacy shall not resort to offering, giving, receiving or soliciting of anything of value to influence the action of any official of Hospital in the empanelment process or in contract execution.
- b) On receipt of complaint regarding any particular item, the same shall have to be discontinued to be supplied to Hospital and its patients. Mere compliant from the hospital shall be sufficient reason of withdrawal of that particular item of that particular manufacturer.
- c) The pharmacy shall not resort to misrepresentation of facts in order to influence the empanelment process or execution of a contract to the detriment of Hospital.
- d) Hospital will declare a pharmacy ineligible, either indefinitely or for a specified period of time, for award of contract, if at any time, it determines that the pharmacy has engaged in corrupt and fraudulent practices in executing the contract.
- e) Hospital may, without prejudice to any other remedy for breach of contract, at its sole discretion, terminate the contract in whole or part in respect of any pharmacy for any of the following reasons: -

- i) Supply of sub-standard / spurious/ substitute medicines,
  - ii) Delay in supply / refusal to supply/ non-supply of medicine,
  - iii) Over charging in the bill,
  - iv) In case it is found that any particular medicine's date is expired or is due to expire in next 30 days.
  - v) If the pharmacy fails to perform any other obligation(s) under the contract,
  - vi) In the judgment of Hospital the pharmacy has engaged in corrupt or fraudulent practice.
- f) If any such case indicated in (d) above is noticed during subsequent scrutiny after or before the payment, then the pharmacy shall refund the disputed/ excess amount already paid by Hospital, replace the medicines in question. Hospital may stop payment dues or recover the cost of such supplies from the amount due to the pharmacy.

## **17. INDEMNITY**

The pharmacy shall indemnify hospital and its employee against all actions, suits, claims and demands brought or made against Hospital in respect of anything done or committed to be done by the pharmacy in execution of or in connection with the work of this contract and against any loss or damage to Hospital in consequence to any action or suit being brought against the pharmacy for anything done or committed to be done in execution of this contract. Successful pharmacy's shall have to submit the indemnity bond to the hospital, before the award of the contract and within 7 days of communication of the being the selected vendor.

## **18. ARBITRATION**

This agreement/contract shall be deemed to have been made / executed at Faridkot for all purposes. The contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between Hospital and the Bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, settled through arbitration. The decision of arbitrator shall final and binding. Registrar BFUHS shall be the sole arbitrator.

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Format of undertaking to be submitted along with quotation for pharmacy empanelment.  
(to be submitted on a non-judicial stamp paper of Rs: 100/-)

**UNDERTAKING**

1. I/ we, the undersigned certify that I/ we have gone through all the terms & conditions mentioned in the Notice Inviting Quotations.
2. I am/ we are in the Local trade of Medicine sale since last 3 years.
3. I/ our firm have a turnover of Rs.30.00 lacs per year or more.
4. My/ our firm has not been involved in unfair trade practices & No Conviction has been done from State Drug Controller and there is no case pending under the drugs and cosmetic Act and Rules there under as well as under Drug Price Control Act during the last 3 years.
5. I/ We have valid drug license for retail/ wholesale chemist/pharmacy as per drug and cosmetics act.
6. I/ We have Latest sales Tax Registration/VAT Certificate.
7. My/ our firm has not been De-barred/ Black-listed by any Govt or other organisation.
8. The Discount Offers quoted by me/ us are valid and binding upon me/ us for a period of one years.
9. The earnest money of Rs.1.00 lac required to be deposited by me/ us is submitted herewith, vide Demand Draft no.\_\_\_\_\_ Dt.\_\_\_\_\_ in favour of Principal, GGSMCH, Faridkot.
10. I hereby declare that I am authorized to offer discount & sign this document on behalf of my/ our firm.
11. I/We give the rights to the Principal, GGSMCH, Faridkot, to forfeit the Performance Security money deposited by me/ us if any delay occurs on my/ our part or if I/ We failed to supply the Drugs & consumables in stipulated time or the items are not of desired quality.
12. I/ We hereby undertake to supply the items as per directions given in supply order within stipulated period.
13. I/ we understand that the Principal, GGSMCH, Faridkot, has the right to accept any or reject any or all the quotations in full or part without assigning any reason thereof.
19. I/ we indemnify hospital and its employees against all actions, suits, claims and demands brought or made against Hospital in respect of anything done or committed to be done by the pharmacy in execution of or in connection with the work of this contract and against any loss or damage to Hospital in consequence to any action or suit being brought against the pharmacy for anything done or committed to be done in execution of this contract.
20. I/we undertake that I/we shall not substitute the specified items for GGSMCH patients.

Signature and address of the Bidder

With Official Seal.

Date.....

Place.....

**AFFIDAVIT REGARDING NON-BLACKLISTING**

I \_\_\_\_\_ Son of Shri \_\_\_\_\_ resident of  
\_\_\_\_\_ District \_\_\_\_\_ Contractor/  
partner, or sole proprietor (Strike off word which is not applicable) of firm M/s.  
\_\_\_\_\_ do hereby solemnly affirm and  
declare that any individual/firm/companies blacklisted by the Union Govt. or State  
Government or U.T. Govt. or any partner/shareholder of the above said firm there of is/are  
not directly or indirectly connected with or has/have any subsisting interest in business of my  
firm/our above said firm. AND our firm M/s \_\_\_\_\_ has  
never been blacklisted by any individual/firm/companies/Union Govt./State Govt. or UT  
Govt or any Government Institution.

**PLACE:**

**DEPONENT**

**DATED:**

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**PLACE:**

**DEPONENT**

**DATED:**