



BABA FARID UNIVERSITY OF HEALTH SCIENCES, FARIDKOT

(Established by Govt. of Punjab vide Punjab Act No 18 of 1998)

University Procurement & Facility Department

***e-TENDER FOR OPERATION OF PRADHAN MANTRI BHARTIYA JAN AUSHADHI
KENDRAS (PMBJK) FOR IMPLIMENTATION OF PARDHAN MANTRI BHARTIYA JAN AUSHADHI
PARIYOJNA (PMBJP) AT VARIOUS LOCATIONS AT GURU GOBIND SINGH MEDICAL
HOSPITAL, FARIDKOT***

Tender Notification No:	To be generated by the e-procurement portal of the Govt. of Punjab automatically.
Nature of work:	e-Tender notice for Operation of the Pradhan Mantri Bhartiya Jan Aushadhi at Guru Gobind Singh Medical Hospital, Faridkot, For the period of Three Years and further extendable up to Two Years subject to the satisfactory services and mutual consent of both the parties.
Cost of the tender document:	Rs.2000/- only (2000 + 18% GST). 2000+360=2360 {Non refundable, under any circumstances}. <u>Through Online Mode</u>
Tender Processing fee:	To be charged by Govt. of Punjab as per its norms. (Non-refundable).
EMD Amount:	<u>Rs. 7,50,000/- only (Rupees Seven Lac Fifty thousand Only)</u> <u>Through Online Mode</u> {Refundable to the Non-successful bidders, without any type of interest or other charges}. However it will be refunded to successful bidder after receipt of Bank Guarantee 15,00,000/- (Rupees Fifteen Lakh) as performance security and will be returned after successful completion of contract period. <u>It should be clearly noted that no bidder will be allowed any type of exemption from the deposit of the EMD under any circumstances.</u>
Security:	Security in the shape of Bank Guarantee of 15,00,000/- (Rupees Fifteen Lakh) valid for a period of 66 months from the date of starting of the tender in the favour of the <u>"Registrar, Baba Farid University of Health Sciences, Faridkot"</u> . The Successful bidder will have to deposit the said Bank Guarantee within 45 days from the date of issue of the <u>Letter of Intent</u> , within this period of 45 days the bidder will get registered with PMBJP. If the bidder is unable to get registered with PMBJP and to deposit the said bank guarantee within the said period then his/ her tender will be cancelled and the EMD deposited by him/ her will be forfeited.
Date of start of downloading of tender documents:	Immediate from the website of the Punjab Government i.e. https://eproc.punjab.gov.in
Website for downloading of the tender document:	Same as above. However the details can also be downloaded from the University website i.e. www.bfuh.ac.in



BABA FARID UNIVERSITY OF HEALTH SCIENCES, FARIDKOT

(Established by Govt. of Punjab vide Punjab Act No 18 of 1998)

University Procurement & Facility Department

***e-TENDER FOR OPERATION OF PRADHAN MANTRI BHARTIYA JAN AUSHADHI
KENDRAS (PMBJK) FOR IMPLIMENTATION OF PARDHAN MANTRI BHARTIYA JAN AUSHADHI
PARIYOJNA (PMBJP) AT VARIOUS LOCATIONS AT GURU GOBIND SINGH MEDICAL
HOSPITAL, FARIDKOT***

Last date for downloading of the tender document:	<u>22.06.2023 upto 12.30 pm</u>		
Last date & Time for submission of the tender documents:	<u>22.06.2023 upto 1.30 pm</u> <i>(Through Online Mode Only</i>		
Date and time for opening of the Tender documents (Technical Bids)	By the next day from the last date of submission of tenders (by 5:00 p.m.) on the e- procurement portal of the Govt. of Punjab. However the bidder or their authorized agent's representative may attend the tender opening process at the University Procurement & Facility Department, Baba Farid University of Health Sciences, Faridkot on the prescribed time and date.		
Date and time for opening of the Tender documents (Financial Bids)	The opening date of financial bids of the technically qualified bidders will be informed on the university web site. However the bidder or their authorized agent's representative may attend the tender opening process at the University Procurement and Facility Department, Baba Farid University of Healthy Sciences, Faridkot on the prescribed time and date.		
Address for the submission:	Medical Superintendent, Guru Gobind Singh Medical Hospital, Sadiq Road, Faridkot (Punjab) PIN-151203.		
Who can be contacted for obtaining more information about the tender:	<u>Sr. No.</u>	<u>Nature of Information</u>	<u>Name of the concerned official with Contact No.</u>
	1.	About the tenders and allied information	Medical Superintendent, GGS Medical College & Hospital, Faridkot Phone-9814457445, 01639-250098 E mail- msggshospital@gmail.com (on all working days from 9.00 a.m. to 5.00



BABA FARID UNIVERSITY OF HEALTH SCIENCES, FARIDKOT

(Established by Govt. of Punjab vide Punjab Act No 18 of 1998)

University Procurement & Facility Department

e-TENDER FOR OPERATION OF PRADHAN MANTRI BHARTIYA JAN AUSHADHI KENDRAS (PMBJK) FOR IMPLIMENTATION OF PARDHAN MANTRI BHARTIYA JAN AUSHADHI PARIYOJNA (PMBJP) AT VARIOUS LOCATIONS AT GURU GOBIND SINGH MEDICAL HOSPITAL, FARIDKOT

FOR AWARD OF CONTRACT FOR RUNNING OF PRADHAN MANTRI BHARTIYA JAN AUSHADHI KENDRAS (PMBJK).

1. SCOPE OF WORK:-

This work involves providing Medicine, surgical items etc as per the list provided by Pharmaceuticals & Medical Devices Bureau of India (PMBI) under department of Pharmaceuticals, Govt. of India in the following Pradhan Mantri Bhartiya Jan Aushadhi Kendras (PMBJK), whose details are mentioned below:-

Sr. No	Name of the location where canteens/tuck shops will be established/ operated
1.	Guru Gobind Singh Medical Hospital, Faridkot.

Prior to applying the tender the tenderer may approach in the office of Medical Superintendent, Guru Gobind Singh Medical Hospital, Faridkot to check the area/location of Pradhan Mantri Bhartiya Jan Aushadhi Kendras (PMBJK) at GGS Medical Hospital, Fatidkot.

As per guidelines of PMBI, minimum 200 Square Feet (Sqr Ft) area will be allocated to the successful bidder for opening of PMBJK.

Interested parties will quote rent rate for Per Square Feet, which will also be applicable for Extension Counter. L1 Bidder will be decided/ considered based on the Rent Rate per Square Feet (GST extra as applicable).

As per requirement of hospital, Extension Counter of PMBJK should be opened at various floors of hospital at same rent rate i.e. rent for per Sqr Ft. However, all formalities regarding opening of Extension Counter should be fulfilled by the Successful Bidder.

2. PERIOD OF CONTRACT:-

- The period of contract would be **Three Years** and further **extendable up to Two Years** subject to then satisfactory services and mutual consent of both the parties.
- The rent will be increased 5% on annual basis.

Provision:-

In case the rentee is unable to continue the contract and serves the prior notice before completion of contract, then rent equivalent to three months will be recoverable from rent to be deposited along with such notice in addition to rent of notice period.



BABA FARID UNIVERSITY OF HEALTH SCIENCES, FARIDKOT

(Established by Govt. of Punjab vide Punjab Act No 18 of 1998)

University Procurement & Facility Department

e-TENDER FOR OPERATION OF PRADHAN MANTRI BHARTIYA JAN AUSHADHI KENDRAS (PMBJK) FOR IMPLEMENTATION OF PARDHAN MANTRI BHARTIYA JAN AUSHADHI PARIYOJNA (PMBJP) AT VARIOUS LOCATIONS AT GURU GOBIND SINGH MEDICAL HOSPITAL, FARIDKOT

3. SECURITY:-

The Security in the shape of Bank Guarantee of Rs 15,00,000/- (Rupees Fifteen Lakh), valid for a period of 66 months from the date of starting of tender in the favour of **“The Registrar, Baba Farid University of Health Sciences, Faridkot”**.

4. LETTER OF INTENT:-

Prior to issuing the Allotment Letter, the Letter of Intent will be issued by the University/Hospital to fulfill all the conditions i.e. registration with PMBJP for opening of PMBJK in GGS Hospital, Letter of formal acceptance of terms and conditions, Bank Guarantee of Rs 15,00,000/- within a period of 45 (Forty five) days.

5. RENT

6. The Bidder who pays the highest rent will be declared the successful bidder & will provide the discount @6% for MRP on medicines supplied to the hospital under cashless scheme.

7. (a) The successful bidder has to pay rent in advance on Six Months basis along with all taxes levied by govt from time to time.

(b) In case of non receipt of rent till 10th of the designated month, the university will write to the bank to encash the bank guarantee against the total outstanding amount of rent without prior notice.

The rent shall be increased by 5% on annual basis

8. PAYMENT OF TAXES:-

The rent shall be liable to pay along with all taxes levied by the Govt. or any other authority under any law.

9. Tripartite agreement on behalf of GGS Medical Hospital, Faridkot (**Second Party**), Successful bidder (**Third Party**) and Pharmaceuticals and Medical Devices Bureau of India (**First Party**) (Set under the department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Govt. of India).



BABA FARID UNIVERSITY OF HEALTH SCIENCES, FARIDKOT

(Established by Govt. of Punjab vide Punjab Act No 18 of 1998)

University Procurement & Facility Department

***e-TENDER FOR OPERATION OF PRADHAN MANTRI BHARTIYA JAN AUSHADHI
KENDRAS (PMBJK) FOR IMPLIMENTATION OF PARDHAN MANTRI BHARTIYA JAN AUSHADHI
PARIYOJNA (PMBJP) AT VARIOUS LOCATIONS AT GURU GOBIND SINGH MEDICAL
HOSPITAL, FARIDKOT***

ELIGIBILITY

1. The Proprietor/Bidder must have Drug License at their name.
2. The Proprietor/Bidder must have an experience for dispensing of drugs at Govt Hospital/Private Hospital/Market for a period not less than Three Years.
3. The bidder should have turnover of Rs 50, 00,000/- (Rupees Fifty Lakh) per year.



BABA FARID UNIVERSITY OF HEALTH SCIENCES, FARIDKOT

(Established by Govt. of Punjab vide Punjab Act No 18 of 1998)

University Procurement & Facility Department

e-TENDER FOR OPERATION OF PRADHAN MANTRI BHARTIYA JAN AUSHADHI KENDRAS (PMBJK) FOR IMPLIMENTATION OF PARDHAN MANTRI BHARTIYA JAN AUSHADHI PARIYOJNA (PMBJP) AT VARIOUS LOCATIONS AT GURU GOBIND SINGH MEDICAL HOSPITAL, FARIDKOT

1. ALL THE ABOVE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING AS OUTLINED IN THE BELOW MENTIONED ARTICLES-I

The scheme title as Pradhan Mantri Jan Aushadhi Yojana a public welfare program in the area of health care initiated by the Department of Pharmaceuticals (DoP), Ministry of Chemicals and Fertilizers, Government of India being implemented through the agency Bureau of Pharma Public Sector Undertakings India (PMBI) is supported by the GGS Medical Hospital, Faridkot through which the Successful Bidder will be establishing. Running and managing the GGS Medical Hospital, Faridkot Pradhan Mantri Bhartiya Janaushadhi Kendra(s) (PMBJK) for making available quality generic medicines at affordable prices for all. The opening of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK), Faridkot under the Pradhan Mantri Bhartiya Janaushadhi Pariyojana will be done by Successful Bidder in a manner as may be decided in a consultation with the GGS Medical Hospital, Faridkot and the PMBI.

2. Roles and responsibilities of GGS Medical Hospital, Faridkot

- a. GGS Medical Hospital, Faridkot will provide minimum area of 200 Sqr Ft in the hospital premises and bears no responsibility for providing equipment, furniture, fixture, Computers etc. The Successful bidder will be responsible for all types of civil works, housekeeping, and electricity/water supply bills. It will issue suitable guidelines to ensure that the Government Doctors in the hospital prescribe unbranded Pradhan Mantri Jan Aushadhi Yojana generic medicines and also to educate and popularize, amongst the general public about the advantages of Pradhan Mantri Bhartiya Jan aushadhi Pariyojana.
- b. To provide space for publicity among the patients (IP/OP) about the center/availability of Medicines, Surgical and Implants as and when required.
- c. To undertake a survey among the medical fraternity and provide feedback PMBJK about the required medicines for the Centre once in three months. To assign an official as one-point contact between Kendra, PMBI and GGS Medical Hospital, Faridkot for the smooth functioning of the Kendras.
- d. That the inspection committee of GGS Medical Hospital, Faridkot can inspect the premises under the supervision of the Medical Superintendent.
- e. GGS Medical Hospital, Faridkot will not provide any accommodation to Employees of PMBJK inside the premises of GGS Medical Hospital, Faridkot and only the authorized persons shall enter the allocated premises.



BABA FARID UNIVERSITY OF HEALTH SCIENCES, FARIDKOT

(Established by Govt. of Punjab vide Punjab Act No 18 of 1998)

University Procurement & Facility Department

***e-TENDER FOR OPERATION OF PRADHAN MANTRI BHARTIYA JAN AUSHADHI
KENDRAS (PMBJK) FOR IMPLIMENTATION OF PARDHAN MANTRI BHARTIYA JAN AUSHADHI
PARIYOJNA (PMBJP) AT VARIOUS LOCATIONS AT GURU GOBIND SINGH MEDICAL
HOSPITAL, FARIDKOT***

ARTICLE-II

3. Roles and responsibilities of (Successful Bidder)

The PMBJK Successful Bidder will be responsible for establishing, managing making and successfully running the Pradhan Mantri Bhartiya Janaushadhi Kendra, Faridkot (PMBJK) for all and to provide quality generic medicines at affordable prices for all The Successful Bidder will own and manage the system including making necessary provisions for maintenance and recurring expenditure from its own resources for running the Pradhan Mantri Jan aushadhi Kendra,

3.1. It would ensure that the Pradhan Mantri Bhartiya Janaushadhi Kendra is opened in the selected area of the hospitals/Medical Colleges, as decided by the GGS Medical Hospital, Faridkot.

3.2 It will fully furnish the Pradhan Mantri Bhartiya Jan Aushadhi Kendra, as may be required to run a medical store with computer and internet facility etc. and follow the designs, layout and the logo etc. as per specifications provided by the PMBI.

3.3. To carry out required construction in the allotted space.

3.4. The pharmacy will remain opened 24 hours for all seven days of the week.

3.5. The vendor will issue non availability certificates of the item not available with its PMBJK to GGS Medical Hospital, Faridkot.

3.6. Only those drugs which are labeled under Jan Aushadhi will be kept in their pharmacy shop, if other company brand drugs found in their premises they will be liable for penalty of 10 times the cost of medicine available in store, which will be decided by the GGS Medical Hospital, Faridkot administration.

3.7. Proper records should be maintained and time to time the administration may seek various information from the vendor pertaining to stock, expiry drugs, inventory etc.

3.8. The vendor shall ensure total dispensation of drug and medicines prescription for various departments of Faridkot and no patients shall be referred to private medical outlets.

3.9. The vendor shall ensure the security of its pharmacy in all respects and GGS Medical Hospital, Faridkot shall have not responsibility of thrift or damage to its pharmacy whatsoever.

3.10. To comply with all statutory requirements of the FDA.

3.11. It will be responsible for running and managing the PMBJK round the clock as per the requirements of GGS Medical Hospital, Faridkot and PMBI.



BABA FARID UNIVERSITY OF HEALTH SCIENCES, FARIDKOT

(Established by Govt. of Punjab vide Punjab Act No 18 of 1998)

University Procurement & Facility Department

***e-TENDER FOR OPERATION OF PRADHAN MANTRI BHARTIYA JAN AUSHADHI
KENDRAS (PMBJK) FOR IMPLIMENTATION OF PARDHAN MANTRI BHARTIYA JAN AUSHADHI
PARIYOJNA (PMBJP) AT VARIOUS LOCATIONS AT GURU GOBIND SINGH MEDICAL
HOSPITAL, FARIDKOT***

3.12. It will use the premises solely for the purpose for which it has been allotted and forenoon their purpose and shall not part with the premises, sublet the premises to anyone directly or indirectly. It will keep the premises clean, hygienic and function to provide efficient, high-quality service to the public.

3.13. It will keep the premises clean, hygienic and function to provide efficient, high-quality service to the public.

3.14 If the bidder will not provide the medicine (subject to non availability of the same on production wing) as per list within two days, a fine will be charged @ Rs 5000/- per day for seven days after that competent authority will take action as deemed fit.

3.15. It will obtain the Retail /wholesale Drug License/ GST numbers from the competent authority to run the Kendras having Pharmacists and other qualified staff. The Proprietor/Successful Bidder will obtain the required Drug License or any other licenses required to run Pharmacy as per guidelines of Govt. (State or Union) and GST/TAN

3.16. It will procure the generic medicine directly from Central Warehouse/C&F agent/Super Stockiest/Distributor appointed by PMBI.

3.17. It will not use the PMBJK for sale of any unauthorized or illegal or extraneous/obnoxious/banned drugs which are spurious, soiled, damaged, post-dated or expired or adopt unfair means to boost the sale.

3.18. It will issue computer generated receipts for each sale which will include name of medicine(s), pack and quantity, batch no date of manufacturing and expiry, sale price, taxes, if any as per normal procedure.

3.19. It will pay GST service taxes and other central and local taxes as applicable from time to time being imposed or assessed on the premises by the competent authority.

3.20. It will permit access to the PMBI, GGS Medical Hospital, Faridkot through its authorized person(s)/party at all reasonable times for the purpose of inspecting the premises and also the stock where the trade or business of the Kendra is being carried there in. Such Party or its agents are authorized to seize any unauthorized items being sold in the store without any valid permission or sanction law.

3.21. It will abide by directions issued by the Government of India from time to time for proper maintenance of the premises and for running the stores, besides observing the relevant laws such as drugs law, labour law, shop and establishment registration etc. as applicable.

3.22. It will regularly submit their ports and returns as may be called for the PMBI, as the case may be.



BABA FARID UNIVERSITY OF HEALTH SCIENCES, FARIDKOT

(Established by Govt. of Punjab vide Punjab Act No 18 of 1998)

University Procurement & Facility Department

***e-TENDER FOR OPERATION OF PRADHAN MANTRI BHARTIYA JAN AUSHADHI
KENDRAS (PMBJK) FOR IMPLIMENTATION OF PARDHAN MANTRI BHARTIYA JAN AUSHADHI
PARIYOJNA (PMBJP) AT VARIOUS LOCATIONS AT GURU GOBIND SINGH MEDICAL
HOSPITAL, FARIDKOT***

3.23. Further operational issues arising from time to time, will be decided with mutual consent of all the concerned parties.

3.24. It will ensure to install the elect sub meter within two months after LOI & to pay the cost of electricity on a monthly basis at actual and prevailing tariff as prescribed by Punjab state power corporation Ltd (PSPCL) as per bills received from the GGS Medical Hospital, Faridkot authorities. In case the electricity meter is not installed, electricity billing will be done on consumption assessed on the basis of connected load plus fixed charge and other levies as are applicable under the tariff.

3.25. It will employ Pharmacists with qualifications as mandated by PMBI who would be responsible for the day-to-day operation of PMBJK; and will submit the list of Pharmacists and Asst. Pharmacists employed from time to time to Medical Superintendent, GGS Medical Hospital, Faridkot.

3.26. To provide Uniforms and Identity cards to the employees and a copy of identity cards and credentials of employees will be submitted to Medical Superintendent, GGS Medical Hospital, Faridkot for records.

3.27. To bear the cost of repairing or any damages done to the Hospital allotted premises for setting up the pharmacy.

3.28. Not to sublet in part or full of the allotted premises to any third party.

3.29. To allow the authorized Representatives of GGS Medical Hospital, Faridkot / PMBI to conduct Inspection of the premises of Pharmacy any point of Time.

3.30. To install Suggestions and Complaints Boxes in the PMBJK premises conspicuously.

3.31. To dispense medicines to patients only on valid prescriptions from Doctors of GGS Medical Hospital, Faridkot for the benefit of patients.

3.32. To provide List of Inventory maintained from time to time to Medical Superintendent for circulation of the same in different departments.

3.33. To Provide Cashless Service to The Patients (covered under various Govt. Schemes), as directed by GGS Medical Hospital, Faridkot.

3.34. To circulate the list of available medicines, surgical and implants among the Doctors, Nurses and other GGS Medical Hospital, Faridkot Staff.

3.35. It shall indemnify the GGS Medical Hospital, Faridkot against all losses damages caused sustained to the Central Warehouse/ C & Fagent /Super Stockiest/Distributor due to any default, negligence, breach of any of terms and conditions the terms and conditions by it.



BABA FARID UNIVERSITY OF HEALTH SCIENCES, FARIDKOT

(Established by Govt. of Punjab vide Punjab Act No 18 of 1998)

University Procurement & Facility Department

***e-TENDER FOR OPERATION OF PRADHAN MANTRI BHARTIYA JAN AUSHADHI
KENDRAS (PMBJK) FOR IMPLIMENTATION OF PARDHAN MANTRI BHARTIYA JAN AUSHADHI
PARIYOJNA (PMBJP) AT VARIOUS LOCATIONS AT GURU GOBIND SINGH MEDICAL
HOSPITAL, FARIDKOT***

3.36. To entertain Public Grievance redressal and Refunds or Returns of Medicine.

3.37. To complete all the documentation/ agreement as mandated by PMBI and follow all guidelines as applicable to Jan Aushadhi Kendra.

4. Functions and Responsibilities of the PMBI

The Bureau of Pharma Public Sector Undertakings of India (PMBI) set up under the Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Government of India will be responsible for actuating the supply of affordable quality generic (unbranded) medicines required in the health care through Central Warehouse/ C & F agent/Super Stockiest/ Distributor to the Pradhan Mantri Bhartiya Janaushadhi Kendra, Faridkot (PMBJK) to be managed by the Successful Bidder with applicable margins.

4.1. For proper implementation of the scheme, PMBI would render all required assistance to the (Successful Bidder) for running the Kendra for furthering the objective of the Pradhan Mantri Janaushadhi Yojana.

4.2. PMBI shall also facilitate the supply of affordable and quality assured generic (unbranded) medicines etc. through Central Warehouse/C&F agent/Super Stockiest/Distributor to the Pradhan Mantri Bhartiya Janaushadhi Kendra with appropriate margins.

4.3. The PMBI will provide software for computerized operation of Point of Sale (POS) for efficient operation of the PMBJK.

4.4. PMBI will provide the Pradhan Mantri Bhartiya Janaushadhi Kendra with financial support and incentives applicable.

4.5. The assets as created above with the financial support provided by PMBI shall be the sole property of PMBI.

4.6. To ensure availability and dispensing of narcotic/psychotropic drugs based on valid prescription.

4.7. To ensure medicines, consumables and implants are supplied within the required time.

4.8. To establish a system for checking spurious, adulterated and misbranded drugs.

ARTICLE-IV

5. Effective date:

The effective date shall be the date of execution of MoU .This MoU shall remain in force for a period of Three (3) years on the terms and conditions mutually agreed between the parties and further extendable up to Two Years subject to the satisfactory services and mutual consent of both the parties.

The PMBI shall reserve the right to modify, impose or relax these terms and conditions, as the case may be.



BABA FARID UNIVERSITY OF HEALTH SCIENCES, FARIDKOT

(Established by Govt. of Punjab vide Punjab Act No 18 of 1998)

University Procurement & Facility Department

***e-TENDER FOR OPERATION OF PRADHAN MANTRI BHARTIYA JAN AUSHADHI
KENDRAS (PMBJK) FOR IMPLIMENTATION OF PARDHAN MANTRI BHARTIYA JAN AUSHADHI
PARIYOJNA (PMBJP) AT VARIOUS LOCATIONS AT GURU GOBIND SINGH MEDICAL
HOSPITAL, FARIDKOT***

6. Rights and Obligations:

This MoU is not intended to create any legally binding obligations on the Parties.

7. Termination:

Rentee:- Can give three months notice/or rent equal to three months to leave the contract.

Guru Gobind Singh Medical Hospital, Faridkot:- Can terminate the MoU with firm by giving notice of three months/or immediately as deemed fit by the Competent Authority.

8. Force Majeure:

Notwithstanding anything contained in this MoU, neither Party shall be liable to the other for any failure to perform or any delay in the performance of any of its obligations herein, where such failure or delay is caused by war, rebellion, civil disturbance earthquake, fire flood, strike, lockout labour unrest, acts of Government instrumentalities acts of public enemy, acts of God or such other causes as is beyond the reasonable control to the defaulting or delaying Party: Provided however, that the Party who is unable to perform its obligations, or delayed in performing any of its obligations for any reason mentioned in this Article, shall give prompt notice of the same to the other party. If the non- performance on account of Force Majeure event continues for a continuous period of Three (3) months, this MoU may be terminated by mutual consent of the parties.

9. Assignment

1. Neither Party shall assign any of the right and lot obligations under MoU to any third party without the prior written consent of the Party.
2. The terms and Provisions of this MoU cannot be altered or modified without mutual consent and being signed by both parties.

10. Dispute Resolution

Any Dispute Or Difference arising between the parties out of or relating to the construction, meaning,scope,operation or effect this MoU or the validity or the breach thereof shall be resolved amicably by the parties themselves.

If such dispute or difference is not resolved amicably then the matter shall be referred for mediation by Expert Mediator to be appointed by Punjab State Legal Services Authority.

11. Arbitration

Any dispute arising out of this understanding at any stage shall be referred to the Arbitrator to be mutually decided between the three parties whose decision shall be final and binding on all the parties. The Arbitration proceedings shall be conducted as per the rules of Arbitration and Conciliation act, 1996.



BABA FARID UNIVERSITY OF HEALTH SCIENCES, FARIDKOT

(Established by Govt. of Punjab vide Punjab Act No 18 of 1998)

University Procurement & Facility Department

***e-TENDER FOR OPERATION OF PRADHAN MANTRI BHARTIYA JAN AUSHADHI
KENDRAS (PMBJK) FOR IMPLIMENTATION OF PARDHAN MANTRI BHARTIYA JAN AUSHADHI
PARIYOJNA (PMBJP) AT VARIOUS LOCATIONS AT GURU GOBIND SINGH MEDICAL
HOSPITAL, FARIDKOT***

The place of arbitration shall be at Faridkot and the language of arbitration shall be English.

12. Jurisdiction

All disputes arising from or under this MoU shall be subject to the jurisdiction of gate forum/
Courts in Faridkot only.

ARTICLE-V

The Contact Person For Three Parties:

For The First Party, the contact persons

Address- GGS Medical Hospital, Faridkot

Contact No:-

Email-

For the second party, the contact person is

Head/ In-charge of the PMBJK (Successful Bidder). Address-

Contact No.

Email-



BABA FARID UNIVERSITY OF HEALTH SCIENCES, FARIDKOT

(Established by Govt. of Punjab vide Punjab Act No 18 of 1998)

University Procurement & Facility Department

***e-TENDER FOR OPERATION OF PRADHAN MANTRI BHARTIYA JAN AUSHADHI
KENDRAS (PMBJK) FOR IMPLIMENTATION OF PARDHAN MANTRI BHARTIYA JAN AUSHADHI
PARIYOJNA (PMBJP) AT VARIOUS LOCATIONS AT GURU GOBIND SINGH MEDICAL
HOSPITAL, FARIDKOT***

INSTRUCTIONS/ GUIDELINES TO THE TENDERERS

1. The bidder needs to register himself/ herself on <https://eproc.punjab.gov.in> The bidder is also required to obtain Class III digital signature certificates to complete this process.
2. Please download the Tender document from the website of e-procurement of the Govt. of Punjab <https://eproc.punjab.gov.in> Please fill all the relevant blanks on all the pages of the tender document sign along with a stamp/ seal all pages and then a scanned copy of the same may be uploaded on the website at the time of submission of the tender document.
3. **It should be clearly noted that this tender will be accepted through e-tender mode only.** The tenders submitted through offline mode will not be accepted under any circumstances.
4. **Tender Fee** (non-refundable) may be deposited through online mode only.
5. **Tender Processing Fee: Through online mode only as per prescribed rates of Govt. of Punjab.**
6. **Earnest Money Deposit (EMD)** Rs. 7,50,000/- (Rupees Seven lakh Fifty Thousand only) The Earnest Money Deposit must be submitted in the shape of Online Payment in favor of Registrar, Baba Farid University of Health Sciences, Faridkot on or before due date.
7. **Upload** signed copy of *Technical Bid* Compliance Statement (Annexure-I)
8. **Upload** an affidavit regarding Non-Black listing as per proforma given at **Annexure-II** duly attested by an Executive Magistrate or a Notary Public.
9. **Upload** details of Bank Account for refund of EMD (**Annexure –III**).
10. In addition to this, following **documents are to be uploaded** with Technical Bid:-
 - i) Details of registration as Company /Firm/ Establishment.
 - ii) Certificate of Registration for service Tax/TIN/TAN/PAN/GST.
 - iii) A certificate from C.A. regarding Annual Turnover of Rupees **Fifty Lakh** with Balance Sheet for the last 3 (three) financial years i.e. 2019-20, 2020-21 & 2021-22.
 - iv) Copy of the IT Returns for three financial years i.e. 2019-20, 2020-21 & 2021-22. Price should be quoted and **uploaded** only in Excel Sheet proforma available at the e- procurement portal of the Govt of Punjab.
 - (v) Drug License of Bidder



BABA FARID UNIVERSITY OF HEALTH SCIENCES, FARIDKOT

(Established by Govt. of Punjab vide Punjab Act No 18 of 1998)

University Procurement & Facility Department

**e-TENDER FOR OPERATION OF PRADHAN MANTRI BHARTIYA JAN AUSHADHI
KENDRAS (PMBJK) FOR IMPLIMENTATION OF PARDHAN MANTRI BHARTIYA JAN AUSHADHI
PARIYOJNA (PMBJP) AT VARIOUS LOCATIONS AT GURU GOBIND SINGH MEDICAL
HOSPITAL, FARIDKOT**

Annexure-I

TECHNICAL BID COMPLIANCE STATEMENT

Name and Address of the applicant / firm _____

Specify whether Manufacturer/Dealer/Distributor: _____

Sr. No.	Particulars	Remarks
1.	Tender Fee of Rs.2360/- through online	Yes/No
2.	Tender Processing Fee as per the Punjab Govt norms.	Yes/No
3.	Earnest Money of Rs.7,50,000/- through online	Yes/No
4.	Technical Bid Compliance Proforma uploaded (Annexure-I).	Yes/No
5.	Whether an affidavit regarding Non-Black listing as per proforma given at Annexure-II duly attested by an Executive Magistrate or a Notary Public uploaded.	Yes/No
6.	Details of Bank Account for refund of EMD (Annexure – II) uploaded.	Yes/No
7.	Price Bid in the prescribed format (Annex – IV).	Yes/No
8.	Copy of Certificate of Registration for service Tax/TIN/TAN/PAN/ GST uploaded.	Yes/No
9.	A certificate from C.A. regarding Annual Turnover of Rupees Fifty Lakh per year with Balance Sheet for the last 3 (three) financial years i.e. 2019-20, 2020-21 & 2021-22 uploaded.	Yes/No
10.	Copy of the IT Returns for three financial i.e. 2019-20, 2020-21 & 2021-22 uploaded.	Yes/No
11.	Whether copy of the experience certificate for Dispensing of Drugs at Govt Hospital/Private Hospital/Market for a period not less than Three Years has been uploaded.	Yes/No
12.	Drug License(scanned copy uploaded on the e-procurement portal or not)	Yes/No
13.	E-mail ID	Yes/No

Signature & seal of
bidder

Place:

Date :



BABA FARID UNIVERSITY OF HEALTH SCIENCES, FARIDKOT

(Established by Govt. of Punjab vide Punjab Act No 18 of 1998)

University Procurement & Facility Department

***e-TENDER FOR OPERATION OF PRADHAN MANTRI BHARTIYA JAN AUSHADHI
KENDRAS (PMBJK) FOR IMPLIMENTATION OF PARDHAN MANTRI BHARTIYA JAN AUSHADHI
PARIYOJNA (PMBJP) AT VARIOUS LOCATIONS AT GURU GOBIND SINGH MEDICAL
HOSPITAL, FARIDKOT***

Annexure-II

**(To be furnished on non-judicial stamp paper worth Rs.30/-
duly attested by Executive Magistrate or Notary Public).**

AFFIDAVIT

I/We _____ partner/sole

Proprietor (Strike out which is not applicable) of (Name &
Address of Firm) Do hereby declare and solemnly affirm:-

- That the individual/firm/ companies are **not debarred or black- listed** by any department of Union/ State Government or any autonomous institute.
- That no partner or shareholder, directly or indirectly connected with the applicant has been debarred or blacklisted by any department of Union Govt. /State Govt. /Autonomous Institute.
- And that the terms and Conditions for operation of Pradhan Mantri Bhartiya Jan Aushadhi Kendras (PMBJK) For implementation of Pardhan Mantir Bhartiya Jan Aushadhi Pariyojna (PMBJP) at various locations at Guru Gobind Singh Medical Hospital, Faridkot

Date:

Place:

DEPONENT

Verification

I/We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my/our knowledge and beliefs. No part of it is false and nothing has been concealed therein.

Date:

Place:

DEPONENT



BABA FARID UNIVERSITY OF HEALTH SCIENCES, FARIDKOT

(Established by Govt. of Punjab vide Punjab Act No 18 of 1998)

University Procurement & Facility Department

e-TENDER FOR OPERATION OF PRADHAN MANTRI BHARTIYA JAN AUSHADHI KENDRAS (PMBJK) FOR IMPLIMENTATION OF PARDHAN MANTRI BHARTIYA JAN AUSHADHI PARIYOJNA (PMBJP) AT VARIOUS LOCATIONSAT GURU GOBIND SINGH MEDICAL HOSPITAL, FARIDKOT

Annexure- III

Details about Bank Account of the firm who has deposited EMD

Name of the firm: M/s _____

Sr. No.	Particulars	Detail
1.	Account No.	_____
2.	Name of Bank	_____
3.	Branch Name	_____
4.	IFSC Code of Bank	_____
5.	Name of Operator	_____

Dated:- _____.

Place:- _____.

Signature _____

Name:- _____

Address:- _____

Contact No _____

Email ID _____

With seal



BABA FARID UNIVERSITY OF HEALTH SCIENCES, FARIDKOT

(Established by Govt. of Punjab vide Punjab Act No 18 of 1998)

University Procurement & Facility Department

***E-TENDER FOR OPERATION OF PRADHAN MANTRI BHARTIYA JAN AUSHADHI KENDRAS (PMBJK) FOR
IMPLIMENTATION OF PARDHAN MANTRI BHARTIYA JAN AUSHADHI PARIYOJNA (PMBJP) AT VARIOUS LOCATIONS AT
GURU GOBIND SINGH MEDICAL HOSPITAL, FARIDKOT***

TENDER/CONDITIONS ACCEPTANCE LETTER

DATE:- _____

To

The Registrar
Baba Farid University of Health
Sciences, Sadiq Road, Faridkot

Subject: - Acceptance of Terms & Conditions of Tender

Dear Sir,

1. I/ We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the designated website.
2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents. (Including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against organization in satisfaction of this condition.

Yours Faithfully, Signatures: - _____

Name: - _____

Address: - _____

Contact No:- _____