

Aligarh Muslim University, Aligarh.

TENDER NOTICE

1. Sealed tenders are invited on double bid system (technical and financial) on prescribed proforma in two separate envelopes for the following establishment of Aligarh Muslim University.
 - a) Drug Shop No. 1, J.N. Medical College & Hospital
 - b) Drug Shop No. 2, J.N. Medical College & Hospital
2. Interested parties may obtain the tender proforma/ documents from the office of the undersigned/ Cash Counter on payment of Rs. 500/-. Interested person can also download the tender form from the web site *www.amu.ac.in*. The application form/ bid complete in all respect should be submitted along with a Demand Draft of Rs. 50,000/- as Earnest Money payable at Aligarh drawn in favour of Finance Officer, Aligarh Muslim University, Aligarh. Tenders received without Earnest Money and other necessary documents will not be considered. The Vice Chancellor/ Pro-Vice Chancellor reserves the right to reject any or all of the tender applications without assigning any reason and the decision of the Vice Chancellor/ Pro-Vice Chancellor shall be final and binding. The Earnest Money deposited will be refunded without interest if the tender is not accepted.
3. The parties applying on the proforma/ document down loaded shall send their application alongwith Demand Draft of Rs. 500/- as process charge (non-refundable) in addition to earnest money.
4. Parties are requested to ensure that technical bid and financial bid are dropped separately in the assigned boxes kept in the Office of the Property Officer. The financial bid will be opened only if the bidder meets the technical requirements.
5. The last date of submission of tender documents is 5th August 2013 upto 04:00 p.m. in the Office of Property Officer, AMU and shall be opened on 6th August 2013 at 09:30 a.m.

Property Officer

Financial Bid

**DEPARTMENT OF PROPERTIES & WAQFS
ALIGARH MUSLIM UNIVERSITY,
ALIGARH.**

To,

Property Officer
Properties & Waqfs Department
Aligarh Muslim University

In compliance of your notice dated _____ I hereby tender services as contractor of the Drug Shop No. _____, Aligarh Muslim University, Aligarh.

I have carefully gone through all the terms and conditions as contained in the tender specifications and the Draft Agreement Deed which has to be executed between the parties after acceptance of my tender.

I shall pay a sum of Rs. _____ (Rupees _____)
per month as license fee to the University for running said establishment during the contract period.

Signature of Applicant

Technical Bid

Application form for licence of Business Establishment
(Drug Shop) in the premises of Aligarh Muslim University, Aligarh.

Tender Fees (non-refundable) : C.R. No./ D.D. No.: _____

Earnest Money (Rs. 50,000.00) : D.D. No.: _____

1. Name of the Applicant/ Firm : _____
2. Address (Head Office), if any : _____

3. Address (Branch Office), if any : _____

4. Contact No. : _____
5. Company Registration No. : _____
6. Copy of ISO Registration Certificate : _____
7. Sales Tax No./ Tin No. : _____
8. Service Tax No. : _____
9. Experience of having Supplied Generic Medicine in any financial year to any Government Department/ Institution, Medical College to minimum amount of Rupees Fifty Lacks (Attach certificate as proof from authority) : _____

10. **Past Experience** (proof of supply medicine/ surgical item to the Government Hospital, Private Hospitals of repute which is having ICU's) : _____

11. **Financial Capability** (Certificate from any Nationalize Bank for financial capability) : _____
12. **Resource Availability** (atleast having Rs. 40,00,000.00 (Rupees Forty lacks only stock at present (certificate from Chartered Accountant)) : _____

13. Consent to supply/ provide the medicines/ surgical items with minimum discount of 25% on MRP across. : _____

- 14. Consent for payment of electricity charges : _____
on meter basis regularly
- 15. Consent for bring all furniture, fixture : _____
refrigerator and other necessary items of
their own
- 16. Consent for no addition or subtraction in the : _____
existing building without written prior
permission of the University
- 17. Any other matter the bidder want to bring to : _____
the notice of the authority

Signature of Applicant

**TERMS AND CONDITIONS FOR AWARD OF CONTRACT FOR RUNNING
THE GENERIC DRUG SHOP IN THE PREMISES OF J.N. MEDICAL
COLLEGE & HOSPITAL, AMU, ALIGARH.**

1. License fee:

The contractor shall regularly deposit licence fee every month before 15th of the month.

2. Period of Contract:

The contract will be awarded for a period of 11 months and on expiry of said fresh tenders will be invited.

3. Conditions of Contract:

The Contractors are advised to procure their own wholesale and retail licence for the sale of generic medicines/ drugs. **The contractor must have at least one financial year old valid Service Tax No., Sales Tax/ Tin no. and supplied Generic Medicine in any financial year to any Government Department/ Institution, Medical College.** The contractor/ applicant is necessary to submit proof of **past experience** (supply medicine/ surgical item to the Government Hospital, Private Hospitals of repute which is having ICU's), **financial capability** (Certificate from any Nationalize Bank for financial capability) and **resource availability** (atleast having Rs. 40,00,000.00 (Rupees Forty lacks only stock at present (certificate from Chartered Accountant)).

4. Deposits:

- a. The bidder who is finally awarded the contract (Subject to verification from the AMU Proctor) will have to make a security deposit of **Rs. 1,25,000/-** (Rupees One Lack Twenty Five Thousand only) in the form of F.D.R. pledged in favour of the Finance Officer, AMU, Aligarh. The interest of the deposit will continue to accrue to the Contractor as per Bank rules.
- b. The contractor shall also deposit three months license fee in advance which would adjustable/refundable at the end of contract.
- c. The contractor shall submit the account number of nationalize Bank with the Property Office.

5. Maintenance of Drug Shops Building:

- a) The University shall not be responsible in any manner or any loss or damages if caused to the Drug Shops due to the theft, robbery, docoity, fire subversion by super natural act.
- b) The contractor will not make any, alternations or modification or additions to the Building/ shops without the prior written consent of the University.
- c) The University will be responsible for the routine maintenance of the building and ground e.g. white washing, structural repairs.

6. Functions of the Drug Shops:

- a) The Principal & CMS, J.N. Medical College & Hospital may oversee its functioning and may make surprise inspections of the Drug Shops from time to time to check brands and quality control of the Drug Shops and the Director,

MAS will monitor the affairs of the Drug Shops and interact with the contractor. He will discharge the following duties:

- i. It will finalize and specify in writing the procedure to be followed in consultation with the contractor for day to day working and supervision of the functioning of drug shops.
 - ii. Periodic review, if any, in items, quality etc of the medicines.
 - iii. Procedure for dealing with patients/ attendants indiscipline.
- b) The Director (Health) may depute the Senior Pharmacist to visit of and on the Drug Shops to check and supervise proper procurement medicines.
 - c) The Drug Licence will be cancelled by the Drug regulatory authorities in the event of non utilization and it is necessary to get it renewed time to time.
 - d) The purchase of drug will centralized and purchases of Drugs by J.N. Medical College Hospital, Medical Attendance Scheme, University Health Service and Community Medicine will be made through the said drug-shop. The contractor is bound to supply the medicines/ surgical items with minimum discount of 25% on MRP.
 - e) The Contractor of Drug Shop will also provide medicines which are not readily available in MAS to the MAS beneficiaries with a discount of 25% on MRP.

7. Termination of Contract:

In case of breach of any terms of agreement or unsatisfactory standards of service, the University reserves the right to terminate the contract after giving one month notice. In that event the contractor shall vacate the premises within specified period, failing which the security deposit and advance licence fee will be forfeited and steps will be taken for eviction by the University.

The contractor will also have the right to withdraw his licence on two months notice in writing to the Registrar/ Property Officer.

The University keep reserve its right to close the Drug Shop at any time even without prior notice to the contractor, if the Vice-Chancellor of the University, on the recommendation of University Proctor is satisfied that there is any law & order problem in the University Campus due to mismanagement of the Drug Shop. In such case the contractor will have no right to claim damages from the University.

8. Employees:

The appointment of all employees by the contractor shall be own risk. But the contractor shall not employ or engage any person who is involved in any criminal or unsocial activity or is suffering from any disease which is dangerous to others.

9. Labour Regulations:

It will be the sole responsibility of the contractor to comply with all local State and Central Labour and welfare laws for his employees and insurance of the staff from accident etc. The University shall not be hold responsibility for any type of wages, claim or EPF etc.

10. Utilities:

The Electricity and other bills will be paid by the contractor regularly within the stipulated dates. Water will be supplied by University free of charge.

11. Cost of Medicines

The sole objective of establishing the Generic Drug Shop is to provide affordable, reasonable rates to the patients, students and staff of the University on payment.

12. Items to be provided by the Contractor:

The Contractor will have to provide all the medicines preferable life saving drugs and ensure availability of Generic Medicine for the proper running of the Drugs Shops.

13. Arbitration:

In case of dispute of reference between the licensee of drug shop and the University the same shall be referred to the Hon'ble Vice Chancellor, AMU, Aligarh as sole arbitrator for disposal, the decision of the Hon'ble Vice Chancellor or his nominee in this regard shall be final and binding on the parties.

Property Officer