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## **DISCLAIMER**

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and making their technical offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness,

completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Agency (as the case may be) for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



## GLOSSARY

Associate	As defined in Clause 2.1.18
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.20.1
Bid(s)	As defined in the Disclaimer
Bidder	As defined in Clause 1.2.1
Bidding Documents	As defined in Clause 1.1.10
Bid Due Date	As defined in Clause 1.1.10
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Companies Act	Shall mean the Companies Act, 1956. Provided that references to any repealed provision contained in the Companies Act, 1956 shall be read as references to the corresponding provision contained in the Companies Act, 2013.
Conflict of Interest	As defined in Clause 2.2.1 (c)
Demand Draft	As defined in Clause 2.20.2
Government	Government of India
LOA	As defined in Clause 3.8.4
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.8.1
Technical Bid	As defined in Clause 1.2.1
Tripartite Agreement	As defined in Clause 1.1.2

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.



## SECTION 1

### INTRODUCTION

#### 1.1. Background

1.1.1 Superintendent of District Hospital- Civil Surgeon/ Medical office in-charge (MOIC), will be hereinafter called the “**Authority**”. Health Department-Government of Jharkhand has signed Memorandum of Understanding with Bureau of Pharma Public Sector Undertakings of India (BPPI). In this regard, it intends to establish Janaushidhi Kendra at various District Hospitals, Community Health Centre (CHC) and Primary Health Centre (PHC). The Pradhan Mantri Janaushidhi Kendra Pariyojna was launched in 2008, with the aim of selling generic medicine at affordable prices through dedicated outlets i.e. Pradhan Mantri Bhartiya Jan Aushadhi Kendra (PMBJK) in various districts of the country. Proposed Janaushidhi Kendra would cater to the population of Jharkhand. The Authority has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Project may be awarded.

The Janaushidhi Kendra located at **District Hospital/ CHC** and PHC, SDH, State Disp. shall be referred to as Project (the “**Project**”). The Chief Medical officer of the District/ Medical Superintendent of the district Hospital/ Medical Officer incharge of CHC/PHC will provide the space within the premises of the District Hospital/CHC/PHC. The space in the **District Hospital/ CHC** and PHC, SDH, State Disp. will be provided By concerned authority. It is clarified that the Selected Bidder shall as required to be complete with applicable laws refurbish the existing space at the District Hospital, CHC and PHC, SDH, State Disp. at its own cost.

The Selected Bidder shall be required to install and equip the Janasuhadhi Kendra with required furniture and fixtures, computer, printer, scanner etc, obtain Drug license, engage qualified pharmacist registered in Jharkhand State only and as any other applicable norms so as to be able to legally commence operation of the Janasuhadhi Kendra.

A brief particulars of each of the individual Project is as follows:-

District Hospital	01 District Hospitals
CHC	6 CHC

1.1.2 The Selected Bidder, shall be responsible for, operation and maintenance of the Project under and in accordance with the

provisions of a tripartite agreement (“**Tripartite Agreement**”) to be entered into between BPPI, Authority and Selected Bidder in the form provided by the Authority as part of

the Bidding Documents pursuant thereto. The Agreement Period shall be of 5 (Five) years.

1.1.3 The Bidder shall be selected based on the technical qualification score as defined in Clause 2.2.2 (a). The bidder scoring highest score ("**Highest Bidder**") will be awarded the Project.

1.1.4 [Not Used].

1.1.5 The Selected Bidder will be entitled to collect medicine charges as per the guidelines issued by BPPI from time to time.

1.1.6[Not USED]

1.1.7 The Selected Bidder shall sign a separate Tripartite Agreement for the Project.

1.1.8 The Tripartite Agreement sets forth the detailed terms and conditions for grant of the Project to the Selected Bidder, including the scope of the Selected Bidder services and obligations.

1.1.9 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Selected Agency set forth in the Tripartite Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Project to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.10 The Authority shall receive Bids pursuant to and in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

## 1.2. Brief description of Bidding Process

1.2.1 The Authority has adopted a single stage process (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. Under this

process, the Bid shall be invited under single envelope. Prior to or along with the Bid, the Bidder shall pay to the Authority a sum of INR5,000 (Rupees Five Thousand Only) as the cost of the Bidding Process.

Eligibility and qualification of the Bidder (The "**Bidder**") will be examined based on the details submitted under the envelop ("**Technical Bid**") with respect to eligibility and qualifications criteria prescribed in this RFP.

1.2.2 Interested bidders (the "**Bidders**") are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 120 days from the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.2.3 The complete Bidding Documents including the draft Tripartite Agreement for the Project is enclosed for the Bidders. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.4 In terms of this RFP, the Bidder shall pay to the Authority a sum of Rs. 5,000 (Rupees Five Thousand Only) as the cost of the RFP process ("**Document Fee**"). The Document Fee shall be in the form of a demand draft issued by a Scheduled Bank in India, in favour of District Health Society Bokaro, payable at Bokaro. The Bidder is required to deposit, along with its Bid, a Bid Security of following amounts for **each of the Project** that the Bidder bids for (the "**Bid Security**"),

(a) INR 75,000 (Rupees Seventy Five Thousand Only) **for each of the District Hospital**; and

(b) INR 50,000 (Rupees Fifty Thousand Only) **for each of the CHC/PHC/SDH/State Disp.**

The said Bid Security shall be refundable not later than 60 (Sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Tripartite agreement.

Performance security in the form of bank Guarantee for various institutes are

mentioned below:

a) District Hospitals: INR 3 Lacs (INR 3 lacs only)

b) CHC/PHC: INR 2.5 Lacs (INR two lacs fifty thousand only)

In case the Bidder chose to apply for more than one Project defined in Clause 1.1.1, the Bidder is required to submit a **separate** Bid Security of the amounts mentioned above **for**

**each of the Project it has bid for.** The Bidders shall have to provide Bid Security in the form of a Bank Guarantee and the validity period of the bank guarantee shall not be less than 180 (One Hundred and Eighty)

days from the Bid Due Date , and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The format for Bank Guarantee has been provided in Appendix-II of this RFP.

1.2.5 During the Bid Stage, Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the Project.

1.2.6 [Not Used].

1.2.7 [Not Used].

1.2.8 The Agreement Period shall be for five years

1.2.9 Other details of the process to be followed under this Bidding Process and the terms thereof are spelt out in this RFP.

1.2.10 Any queries or request for additional information concerning this RFP shall be submitted in writing through post or e-mail to the officer designated in Clause 2.11.4 below. The envelope/ communication shall clearly bear the following identification/ title:

"Queries/Request for Additional Information:  
for Establishment of

RFP

**Pradhan Mantri Janaushadhi Kendra in District Hospital/CHC/PHC in Bokaro Jharkhand".**

### 1.3. Schedule of Bidding Process

The Authority shall Endeavour to adhere to the following schedule. However, the Authority may, at its own discretion, revise or extend any of the timelines set out in this schedule.

SL. No.	Event Description	Date
1.	Invitation of RFP	17.03.2021
2	Bid Due Date	24.03.2021, 1300 hrs IST
3	Opening of Technical Bids On Bid Due Date	25.03.2021, 1500 hrs IST
4	Letter of Award (LOA) [Within 30 days of Bid Due Date]	To be notified
5.	Validity of Bids	120 days from Bid Due Date
6	Signing of Tripartite Agreement [Within 30 days of award of LOA]	To be notified

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## SECTION-2 INSTRUCTION TO BIDDERS

### A. GENERAL

#### **2.1 General terms of Bidding**

2.1.1 A Bidder shall submit only 1 (one) Bid. A Bidder bidding shall not be entitled to submit another bid for the same Project. In case a Bidder is selected for setting up the Project in a medical college, in that event the said Selected Bidder will not be considered for other medical colleges. However, the Bidder can be awarded the Project for more than one district hospital, CHC and PHC, SDH, State Disp.

2.1.2 [Not Used]

2.1.3 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Tripartite Agreement shall have the meaning assigned thereto in the Tripartite Agreement.

2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Tripartite Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Tripartite Agreement.

2.1.5 The Bid shall be furnished in the format prescribed in the RFP. The Technical Bid shall be as per **Appendix IA** of the RFP.. In the event of any difference between figures and words, the words shall be taken into account.

2.1.6 The Bidder shall deposit a Bid Security of the following amounts for the Project, in accordance with the provisions of this RFP:

**a. INR 75,000 (Rupees Seventy Five Thousand Only) for each of the**

**District Hospital and**

**b. INR 50,000 (Rupees Fifty Thousand Only) for each of the SDH/ State Disp/CHC/PHC**

The Bidder has to provide the Bid Security in the form of a Bank Guarantee, acceptable to the Authority, as per format at Appendix-II. In case the Bidder chose to apply for more than one Project defined in Clause 1.1.1, the Bidder is required to

submit a **separate Bid Security of above-mentioned amounts for each of the Project it has bid for.**

2.1.7 The validity period of the Bank Guarantee shall not be less than 180 (One Hundred Eighty) days from the Bid Due Date with a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 180 (One Hundred Eighty) days from the Bid Due Date except in the case of the Selected Bidder, whose Bid Security shall be retained till the Selected Bidder has provided the Performance Security under the Tripartite Agreement.

2.1.8 The Bidder should submit a Power of Attorney as per the format at Appendix-III, duly supported by a charter document or board resolution in favour of executant, authorizing the signatory of the Bid to commit the Bidder.

[Not Used]

2.1.1 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.1 The Bid and all communications in connection with the Bidding Documents and the Bid shall be in English language.

2.1.1 The Bidding Documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat information as strictly confidential not use it in all and shall for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.13 Not Used.

2.1.14 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.15 A Bidder may either be a Company incorporated under the Companies Act or be a Society registered under Societies Registration Act, 1860, or any other Indian law for registration of societies/a trust registered under the Indian Trusts Act, 1882 or any other Indian law for registration of public trust or Non-Governmental Organization/Charitable Organization registered under the applicable governing laws/Individual registered as sole proprietor.

2.1.16 Any entity which has been barred by the Government of Jharkhand or Government of India , or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid,

2.1.17 [Not USED]

2.1.18 In computing the Technical Capacity and Financial Capacity of the Bidder under Clauses 2.2.2 and 2.2.3, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.

2.1.19 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- b) information supplied by a Bidder must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms; and
- (c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below.

2.1.20 [NOT USED]

## 2.2 Eligibility and qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidder the following shall apply:

- (a) A Bidder may either be a Company incorporated under the Companies Act, or be a Society under Societies Registration Act, 1860, or any other Indian law for registration of societies or trust registered under the Indian Trusts Act, 1882 or any other Indian law for registration of public trustor NGO/Charitable Organization incorporated under applicable governing laws or Individual/sole proprietor).
- (b) [NOT USED]
- (c) A Bidder shall not have a conflict of interest (the **“Conflict of Interest”**) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the **“Damages”**), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Tripartite Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - (i) The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 25%(twenty five percent) of the paid up and subscribed capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (Twenty five percent) of the

subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2 (72) of the Companies Act,2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held

through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a

consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

*Explanation:*

For purposes of this RFP, Associate means, in relation to the Bidder a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "**control**" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- (d) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Tripartite Agreement. In the event any such adviser is engaged by the Selected Bidder, as the case may be, after issue of the LOA or execution of the Tripartite Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Tripartite Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Tripartite Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

*Provided that, in case the Authority seeks information / clarification from a Bidder related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders. Encash its Bid Security as per provision of Clause 2.20.7 (a) and further debar it from participation in any future procurement process for a minimum period of 1 year.*

2.2.2 To be eligible for this RFP a Bidder shall fulfil the following conditions of eligibility

- a. Technical Capacity: For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall have to fulfill the following conditions. The Bidder shall be selected based on highest score on the parameters described below:

Sl No	Qualification Criteria	For District Hospital (DH)	For SDH/State Disp/CHC/PHC
01	The Bidder should be resident of Jharkhand in the case of individual or others it should be registered in Jharkhand	<p>10 Points-</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> For individual: resident of the same district and Jharkhand</li> <li><input type="checkbox"/> For others: registration register and offic in same district of Jharkhand</li> </ul> <p>8 Points-</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> For individual: resident of an District th y adjoining e district in which respective District college is located</li> <li><input type="checkbox"/> For Other: Jharkha nd registration register ed offic in adjoining e district of Jharkhand.</li> </ul> <p>5 Points-</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> For individual: resident of any District of Jharkhand</li> <li><input type="checkbox"/> For Other: Jharkha nd registration register ed offic in adjoining e district of Jharkhand</li> </ul>	<p>10 Points-</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> For individual: resident of the same district and Jharkhand</li> <li><input type="checkbox"/> For others: registrati on and registere d office in sam e district of Jharkhand</li> </ul> <p>8 Points-</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> For individual: resident of any District adjoining the district in which respectiv e CHC and PHC, SDH, State Disp. is located Othe Jharkhan d</li> <li><input type="checkbox"/> For r: registrati on and registere d office in distri adjoining ct of Jharkhan d</li> </ul> <p>5 Points-</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> For individual: resident an Distri of y ct of Jharkhan d</li> <li><input type="checkbox"/> For r: Othe Jharkhan d</li> </ul>

		0 Points in case none of the above	<p>registration and registered office in adjoining district of Jharkhand</p> <p>0 Points in case none of the above</p>
02	<p>Experience in buying and selling of medicine. Bidder to furnish Drug license and certificate from statutory auditor stating the experience.</p>	<p>10 Points- For experience of more than 5 years</p> <p>8 Points- For experience less than 5 years but more than 4 years</p> <p>5 Points- For experience less than 4 years but more than 3 years</p>	<p>10 Points- For experience of more than 5 years</p> <p>8 Points- For experience less than 5 years but more than 4 years</p> <p>5 Points- For experience less than 4 years but more than 3 years</p>

Sl No	Qualification Criteria	For District Hospital (DH)	For SDH/State Disp/ CHC/PHC
		0 Points in case none of the above	0 Points in case none of the above
03	Annual Average turnover in last three years preceding the Bid Due Date.	<p>10 points &gt; INR 1 Cr</p> <p>8 points &gt; INR 75 Lakh</p> <p>5 Points &gt; INR 50 Lakh</p> <p>0 points in case none of the above</p>	<p>10 points &gt; INR 15 Lakh</p> <p>8 points &gt; INR 10 Lakh</p> <p>5 Points &gt; INR 5 Lakh</p> <p>0 points in case none of the above</p>
Total			

- i. In order to qualify the Bidder should score minimum 5 points in all the above parameters;
  - ii. In case the Bidders obtains the same total score the Bidder scoring maximum marks on point number one will be selected;
  - iii. In case the Bidders obtains same score on the evaluation parameter number one and total score, the Bidder scoring maximum on point number two will be selected;
  - iv. In case the bidder obtains same score on the evaluation parameter number one, two and total score, the bidder with highest average annual turnover will be selected.
  - v. Additional 10 point will be given if Bidder is an individual pharmacist and bidding for District Hospital; and
  - vi. Additional 20 point will be given in case the Bidder is an individual pharmacist and bidding for SDH/State Disp/CHC/PHC
- (b) Financial Capacity: For demonstrating financial capacity (the “**Financial Capacity**”), the Bidder shall fulfill the following minimum eligibility criteria:
- i. The Bidder shall have positive Net Worth at the close of the preceding financial year; and

- ii. The Bidder shall have minimum average Annual Turnover specified in point no.3 of Clause 2.2.2 (a) in last 3 years preceding the Bid Due Date.

2.2.3 The Bidders shall enclose with its Technical Bid, to be submitted as per the format at Appendix-IA, complete with its Annexes, the following:

- (i) The Bidder shall provide documentary evidence by way of Statutory Auditor' /Chartered Accountant's certificate and/or client certificate and/or agreement copy and/or Letter of Award as the case may be in support of the Technical Capacity as specified in this Clause and as per the Appendix IA - Annex - II. Such documentary evidence shall be duly signed by the whole time director (in case if the Bidder is a Company)/ trustee/chairperson/president, as the case may be;
- (iii) Supporting documents such as documents supporting experience in buying and selling of drugs; and
- (iv) Certificate(s) from its statutory auditors/ CA specifying the net worth and annual turnover of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth and annual turnover conforms to the provisions of this Clause 2.2.3 (iii).

For the purposes of this RFP, net worth (the "**Net Worth**") means:

- a) In case the Bidder is a company the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
- b) In case the Bidder is a trust or a society, Net Worth will mean the sum of available corpus and reserves: and
- c) In case the Bidder is any other entity - the aggregate value of the paid up capital and reserves of such entity, after deducting the aggregate value of the intangible assets

For the purposes of this RFP, annual turnover (the "**Annual Turnover**") means:

- a) in case the Bidder is a company or any other entity except for a society or trust the gross amount of revenue recognized in the profit and loss account by a company during a financial

year. For avoidance of doubt, it is clarified that it shall not include interest earned from financial instruments.

- b) in case the Bidder is a society or a trust: the gross receipts which includes donations from individuals and corporations, support from government

agencies, income from activities related to the organization's mission, and income from fundraising activities, membership dues, and financial investments such as stock shares in companies.

- (iv) An Affidavit affirming that the Selected Bidder shall:
  - a. engage in Janaushadhi Kendra only unemployed Pharmacists registered with Pharmacy Council of Jharkhand.
  - b. The Selected Bidder will ensure round the clock availability of the pharmacist at its Janaushadhi Kendra. The name of such pharmacist should be duly incorporated/ registered with office of drug control; and the name of pharmacist should be reflected in the Drug License.
  - c. The Selected Bidder will be solely responsible for the hiring and discharging of the employees along with the payment of wages.
- (v) For Company/Trust and Society a copy of certificate of incorporation (applicable to only company), charter documents/registration certificates under applicable law and certificate(s) from its statutory auditors/ CA in support of its legal entity status and evidencing the fact that they have operational business in the district of Jharkhand. Individual is required to provide the proof of domicile either through copy of registration certificate under Jharkhand Shop and Establishment Act, 1953 or Income Tax Receipt.
- (vi) Copy of PAN, TAN and GST
- vii) In case of sole proprietorship bidder (individual) may provide GST certificate/ or other indirect tax filed certificate for last three years to establish the annual turnover as per clause 2.2.2.

### **2.3 Proprietary data**

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

## **2.4 Cost of Bidding**

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The

Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## **2.5 Site visit and verification of information**

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarize themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Tripartite Agreement by the Selected Bidder;
- (f) acknowledged that it does not have a Conflict of Interest;
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof; and

2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any

matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Authority.

## **2.6 Verification and Disqualification**

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.. If such disqualification/ rejection occurs after the Bids have been opened and the highest scoring Bidder gets disqualified/ rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids.

2.6.3 In case it is found during the evaluation or at any time before signing of the Tripartite Agreement or after its execution and during the period of subsistence thereof, including the Project thereby granted by the Authority, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of the LOA or entering into of the Tripartite Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Tripartite Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder , as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder . In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other

right or remedy that may be available to the Authority under this RFP, the Bidding Documents, the Tripartite Agreement or otherwise.

## **B. DOCUMENTS**

### **2.7 Contents of the RFP**

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

#### **Invitation for BIDs**

Section 1. Introduction  
Section 2. Instructions to Bidders  
Section 3. Evaluation of Bids  
Section 4. Fraud and Corrupt Practices  
Section 5. Pre-Bid Conference  
Section 6. Miscellaneous

#### **Appendices**

IA Letter comprising the Technical Bid including  
Annexure I to V II. Bank Guarantee for Bid Security  
III. Power of Attorney for signing of Bid

2.7.2 The draft Tripartite Agreement provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

### **2.8 Clarifications**

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or e-mail in accordance with Clause 1.2.10. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or



requiring the Authority to respond to any question or to provide any clarification.

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.8.4 To facilitate evaluation of the Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.8.5 If a Bidder does not provide clarifications sought under Clause 2.8.4 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## **2.9 Amendment of RFP**

2.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.9.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date<sup>1</sup>.

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<sup>1</sup>While extending the Bid Due Date on account of an addendum, the Authority shall have due regard for the time required by Bidders to

*address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.*

## **C. PREPARATION AND SUBMISSION**

### **OF BIDS 2.10 Format and Signing of Bid**

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects and Bid Security, Document Fee in form of DD, and Power of Attorney etc. as specified in Clause 2.11.2 of the RFP are received in hard copies. Incomplete and /or conditional Applications shall be liable to rejection.

2.10.2 The Bid shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

### **2.11 Documents comprising Technical Bid**

2.11.1 The Bidder shall submit the Technical Bid comprising of the following documents along with supporting documents as appropriate:

#### **Technical Bid**

- (a) Appendix-IA (Letter comprising the Technical Bid) including Annexure I to IV and supporting certificates / documents;
- (b) Power of Attorney for signing the Bid as per the format at Appendix-III;
- (c) copy of Memorandum and Articles of Association, if the Bidder is a body corporate,;
- (d) Copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 3 years.
- (e) Bid Security of  
INR 75,000 (Rupees Seventy-Five Thousand Only) **for each of the District Hospital** INR50,000 (Rupees Fifty Thousand Only) **for each of the SDH/State Dispensary/CHC/PHC**  
in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank.
- (f) Demand Draft of INR5,000 (Rupees Five Thousand Only) towards cost of Bidding Documents for each project.



2.11.2 The documents listed at clause 2.11.1 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “Technical Bid for Establishment of Janaushadhi Kendra in Jharkhand” and shall clearly indicate the name and address of the Bidder.

2.11.4 The envelope shall be addressed and submitted at the following address:

Address: [To be Filled by the bidding authority]

2.11.5 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.11.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

## **2.12 Bid Due Date**

Technical Bid comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted in hard copy on or before 1300 hours IST on Bid Due Date at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.4.

## **2.13 Late Bids**

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.14 Procedure for tendering**

### **2.14.1 Submission of Bids:**

2.14.1.1 The Bidder shall prepare 1 (one) original set and 1 (one) copy of the Technical Bid and supporting documents (together with the documents required to be submitted pursuant to this RFP) and clearly marked as “Technical Bid for Establishment of Janaushadhi Kendra in Jharkhand - ORIGINAL” and “Technical Bid for Establishment of Janaushadhi Kendra in Jharkhand - COPY”. The Bidder shall also provide 1 (one) soft copy of Technical

Bid and supporting documents on a Compact Disc (CD). In the event of any discrepancy between the original and the copy, the original shall prevail.

2.14.1.2 [Not Used]

## **2.14.2 Modifications/ Substitution/ withdrawal of Bids**

2.14.2.1 The Bidder may modify, substitute or withdraw its Bid after submission prior to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date & Time.

2.14.2.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.14.2.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the specified time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.15 [Not used]

## **2.16 Rejection of Bids**

2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

## **2.17 Validity of Bids**

The Bids shall be valid for a period of not less than 120 (One hundred and Twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

## **2.18 Confidentiality**



Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

## **2.19 Correspondence with the Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.



## **D. Bid Security**

### **2.20 Bid Security**

- 2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.6 and 2.1.7 hereinabove in the form of a bank guarantee issued by nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date and a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. . For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.20.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.20.3 Save and except as provided in Clauses 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date.
- 2.20.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the Selected Bidder signing the Tripartite Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Tripartite Agreement.
- 2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding

Documents and/or under the Tripartite Agreement, or otherwise, under the following conditions:

- a) If a Bidder submits a non-responsive Bid;
  - b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
  - c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - d) In the case of Selected Bidder, if it fails within the specified time limit-
    - i) to sign and return the duplicate copy of LOA;
    - ii) to sign the Tripartite Agreement; or
- iii) to furnish the Performance Security within the period prescribed therefore in the Tripartite Agreement; or in case the Selected Bidder, having signed the Tripartite Agreement, commits any breach thereof prior to furnishing the Performance Security.



**SECTION-3**  
**EVALUATION OF TECHNICAL BIDS**

**3.1 Opening and Evaluation of Technical Bids**

3.1.1 The Authority shall open the Technical Bids received at 1500 hours IST on the date specified in Clause 1.3, at the place specified in Clause 2.11.4 and in the presence of the Bidders who choose to attend.

3.1.2 The Authority will subsequently examine and evaluate the Technical Bids in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

**3.2 Tests of responsiveness**

3.2.1 As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:

- a. Technical Bid is received as per the format at Appendix-IA including Annexure I to IV;
- b. Technical Bid is accompanied by the Bid Security as specified in Clause 2.1.6 and 2.1.7;
- c. Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.8;
- d. Technical Bid contain all the information (complete in all respects);
- e. Technical Bid does not contain any condition or qualification;
- f. Technical Bid contains Demand Draft of INR Rs. 5,000 (Rupees Five Thousand Only) towards cost of Bidding Documents.
- g. it is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.



### **3.3 Evaluation parameters**

3.3.1 Only those Bidders who meet the eligibility criteria (Technical Capacity and Financial Capacity) specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Bids of firms who do not meet these criteria shall be rejected.

3.3.2 Not USED

**3.4** [Intentionally Left Blank]

### **3.5 Details of Experience**

The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-IA. The Bidder shall provide documentary evidence by way of Statutory Auditor' /Chartered Accountant's certificate and/or client certificate and/or agreement copy and/or Letter of Award as the case may be in support of the Technical Capacity as specified in this Clause. Such documentary evidence shall be duly signed by the whole time director (in case if the Bidder is a Company)/ trustee/chairperson/president, as the case may be.

### **3.6 Financial information for purposes of evaluation**

3.6.1 The Bids must be accompanied by the Audited Annual Reports of the Bidder for the last 3(three) financial years, preceding the year in which the Bid is made.

3.6.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (Three) years preceding the year for which the Audited Annual Report is not being provided.

3.6.3 The Bidder must establish the minimum Net Worth and Annual Turnover specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-IA.

3.6.4 [Not Used]

### **3.7 Opening and Evaluation of Technical Bids**



The Authority shall inform the venue and time of opening of the Technical Bids to the Bidders. The Authority shall open the Technical Bids on date and time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. The Authority shall publically announce the results of the Technical Bid for each of the Bidder.

### **3.8 Selection of Bidder**

3.8.1 Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2 and the Bidder scoring the highest technical score as per Clause 2.2.2 (a), shall be declared as the selected Bidder (the **"Selected Bidder"**).

3.8.2 Not Used

3.8.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "First Round of Bidding"), the Authority may select next highest scoring Bidder.

3.8.4 After selection, a Letter of Award (the **"LOA"**) shall be issued for each of the Project, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven)days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

3.8.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Selected Bidder to execute the Tripartite Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Tripartite Agreement.

### **3.9 Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their

representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any

means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

### **3.10 Correspondence with Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

- 3.11 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.12 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.



## SECTION-4

### 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Tripartite Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Tripartite Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Tripartite Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Tripartite Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Tripartite Agreement, or otherwise if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Tripartite Agreement, such Bidder, at the sole and absolute discretion of the Authority, shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the

actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly

or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Tripartite Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Tripartite Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Tripartite Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



## **SECTION-5**

### **5. PRE-BID CONFERENCE**

- 5.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place as mentioned in clause 1.3 of this RFP. A maximum of three representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## **6. MISCELLANEOUS**

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bokaro shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process including any terms and conditions specified in this RFP.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.



[On the letter head of the Bidder/ Lead Bidder]

**APPENDIX IA**  
**LETTER COMPRISING THE TECHNICAL BID**  
***(Refer Clause 2.1.5, 2.11 and 3.2)***

To,  
{.....Name of Authority}

**Sub:** Technical Bid for Establishment of Janaushadhi Kendrain  
Jharkhand

Dear Sir,

1. With reference to your RFP document dated .....<sup>2</sup>, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the agency for the aforesaid Project, and we certify that all information provided in the Bid and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as a agencyfor the establishment of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, weor our/ their Associates have neither blacklisted by Government of Jharkahnd or Government of India or any of its associates.
7. I/ We declare that:

- (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.

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<sup>2</sup>All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.

- (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document; and
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.2 of the RFP document.
9. I/ We believe that we/ satisfy(ies) the Net Worth/turnover criteria and meet(s) all the requirements as specified in the RFP document.
10. The Directors / President / Chairperson / Trustee of our \_\_\_\_\_  
(Please mention the exact nature of the entity such as Company / Society / Trust / Sole Proprietorship) M/s \_\_\_\_\_ have not been criminally indicted or convicted of any offence nor is/are any criminal case(s) pending before any Competent Court.
11. Not Used.
12. Not Used.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.

14. Not Used

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[ 40 ]

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
16. The Statement of Legal Capacity as per format provided at Annex-IV in Appendix-IA of the RFP document, and duly signed, is enclosed. The Power Of Attorney For Signing of Bid are also enclosed.
17. Not Used
18. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Tripartite Agreement it would, notwithstanding anything to the contrary contained in the Tripartite Agreement, be deemed a breach thereof, and the Tripartite Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
19. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or be a society or trust incorporated under the applicable laws of its relevant Jurisdiction of origin.
20. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
21. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Tripartite Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

22. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Tripartite Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Tripartite.

22. I/We offer a Bid Security of INR1,00,000 (Rupees One Lakhs Only)for  
“establishment of Janaushadhi Kendra”to the Authority in  
accordance with the RFP Document.
23. The Bid Security in the form of a Bank Guarantee is attached.
24. The documents accompanying the Technical Bid, as specified  
in Clause 2.11.1 of the RFP, have been submitted.
25. I/We agree and understand that the Bid is subject to the  
provisions of the Bidding Documents. In no case, I/We shall  
have any claim or right of whatsoever nature if the Project is  
not awarded to me/us or our Bid is not opened or rejected.
26. Not Used
27. I/ We agree and undertake to abide by all the terms and  
conditions of the RFP document.
28. Not Used
29. I/We shall keep this offer valid for 120 (one hundred and  
twenty) days from the Bid Due Date specified in the RFP.
30. I/ We hereby submit our Bid as indicated in Technical Bid for  
undertaking the aforesaid Project in accordance with the  
Bidding Documents and the Tripartite Agreement

In witness thereof, I/we submit this Bid under and in  
accordance with the terms of the RFP document.

**Yours  
faithfully,**

**Date:**

**(Signature, Name and designation of the Authorised  
signatory)**

**Place:  
(Name and seal of Bidder)**



**Note:** Paragraphs in curly parenthesis may be omitted by the Bidders, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

**List of CHC/SDH /SADHAR HOSPITAL in BOKARO**

1. Community Health Centre, Bermo
2. Community Health Centre, Chandankiyari
3. Community Health Centre, Nawadih
4. Community Health Centre, Peterwar
5. Community Health Centre, Gomia
6. Community Health Centre, Kashmar
7. SADHAR HOSPITAL Bokaro



## **Appendix IA**

**Annex-I**

### **Details of Bidder**

1. (a) Name:
- (b) Country/State of incorporation:
- (c) Address of the corporate headquarters and its branch office(s)/ registered office, a:
- (d) Date of incorporation and/ or commencement of business:
  
2. Brief description of the Company/Trust/Society including details of its main lines of business and proposed role and responsibilities in this Project:
  
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  
4. Particulars of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) E-Mail Address:

**Appendix IA**  
**Annex-I**

**Name of Bidder:**

No.	Criteria	Yes	No
1.	Has the Bidder been barred <sup>3</sup> by the Central/Jharkhand Government, or any entity controlled by it, from participating in any project?.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

30r has been declared by the Authority as non performer/blacklisted.

**ANNEX-II**  
**Technical Capacity of the Bidder**  
*(Refer to Clauses 2.2.2(A) and 3.5 of the RFP)*

Summary of Experience

<b>S.No</b>	<b>Name and Location of Pharmaceutical Drug store</b>	<b>Years since operational</b>	<b>Legal Entity Claiming Experience</b>	<b>Associate Relationship of the Legal Entity who is claiming relationship with Bidder</b>	<b>Years since start of operations</b>	<b>Remarks</b>

*\$ Client certificate and/or statutory auditor's certificate and/or Chartered Accountant's certificate and/or agreement copy and/or Letter of Award evidencing the aforementioned experience of the bidder (corresponding to the Clause 2.2.2 (a)) to be attached. Bidder should also provide Drug License certificate.*

**[Certificate from statutory auditor/ CA]**

**ANNEX-III**

**Financial Capacity of the Bidder**

*(Refer to Clauses 2.2.2(B), 2.2.3 (iii) and 3.6 of the RFP)*

*(In INR. \_\_)*

Bidder type	Annual Turnover			Net Worth <sup>4</sup>		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Single entity Bidder						
TOTAL						

Signature of Chartered Accountant / Statutory Auditor:

Name of the Chartered Accountant / Statutory Auditor:

Membership No.:

Name of the Company:

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<sup>4</sup>The Bidder should provide details of its own Financial Capability or of an Associate specified in Clause 2.1.18.



**Appendix IA**  
**Annex-III**

**Instructions:**

1. The Bidder shall attach copies of the balance sheets and financial statements for 3(three) years preceding the Bid Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Bidder and its/ their Associates where the Bidder is relying on its Associate's financials;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
  
2. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.21.
  
3. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.3 (iii) of the RFP document.



**ANNEX-IV**  
**Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Bidder)*

**Ref. Date:**

To,  
-[Details of Authority to be filled]

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert individual's name) will act as our representative on its behalf and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

**Yours faithfully,**

**(Signature, name and designation of the authorised signatory)**

**For and on behalf**  
**of.....**



**APPENDIX - II**  
**Bank Guarantee for Bid Security**  
*(Refer Clauses 2.1.6 and 2.20.1)*

B.G. No. Dated:

1. In consideration of you, -.....{Name and address of the authority}, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (a Company registered under Companies Act, 1956/2013 or a society registered under Society Registration Act, 1860 or a registered trust under Indian Trusts Act, 1882 or a sole proprietorship) and having its registered office at ..... (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the establishment of Janaushadhi Kendra at \_\_\_\_ in [XX - Insert Location Janaushadhi Kendra], Jharkhand (hereinafter referred to as “the Project”) pursuant to the RFP Document dated [XX] issued in respect of the Project and other related documents including without limitation the draft Tripartite Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at Bokaro in Jharkhand ..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of (Insert relevant amount) (hereinafter referred to as the “**Bid Security**”) encashable at any of our branches including our \_\_\_\_\_<sup>5</sup> branch at Jharkhand as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the

Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person

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<sup>5</sup>*Insert branch address at Jharkand*

and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not **exceeding INR[\*\*\*] (Rupees IN Crores)**.

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or

any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank

shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR[XX] Crore (Rupees in figures). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before \_\_\_ (indicate date falling 180 days after the Bid Due Date). Signed and Delivered by .....Bank  
By the hand of Mr./Ms ....., its..... and authorised official.

(Signature of the Authorised Signatory)  
(Official Seal)

**APPENDIX-III**

**Format for Power of Attorney for signing of Bid**

*(Refer Clause 2.1.8)*

*(To be executed on Stamp paper of appropriate value)*

Know all men by these presents, We, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the establishment of Janaushadhi Kendrain Jharkhand proposed or being developed by the Department of Health, Medical Education & Family Welfare Government of Jharkhand (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Tripartite Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Tripartite Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....

(Signature, name, designation and address  
of person authorized by Board Resolution  
in case of Firms/Company)/Partner in case of  
Partnership Firms

Witnesses:

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{ 53 }

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1.

2.

Notarized

Notarized

Person identified by me/personally appeared before me  
/signed before me/Attested/Authenticated\*

(\*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date\_\_\_\_\_

Accepted

(Signature, name, designation and address of the Attorney)

*Notes:*

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

**(TRIPARTITE AGREEMENT FORMAT)**

**MEMORANDUM OF UNDERSTANDING**

**(MOU)**

**BETWEEN**

**GOVERNMENT OF JHARKHAND  
DEPARTMENT OF HEALTH, MEDICAL EDUCATION, FAMILY  
WELFARE**

**AND**

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**(Selected Agency)**

**AND**

**BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF  
INDIA (BPPI)  
SET UP UNDER THE DEPARTMENT OF PHARMACEUTICALS  
MINISTRY OF CHEMICALS & FERTILIZERS  
GOVERNMENT OF INDIA**

**ON.....  
AT.....**

**The State Government of Jharkhand, Department of Health, Medical  
Education and Family Welfare and the -----  
----- (Selected Agency) and the Bureau of**

**Pharma Public Sector Undertakings of India (BPPI) set up under Department of Pharmaceuticals (DoP), Ministry of Chemicals and Fertilizers, Government of India**, herein after referred to as the parties.

RECOGNISING that the **State Government of Jharkhand, Department of Health, Medical Education and Family Welfare** is the Nodal Department in the Government of Jharkhand (herein after referred to as the First Party of MOU) for providing co-operation to Bureau of Pharma Public Sector Undertakings of India (BPPI) in the implementation of the Pradhan Mantri Bhartiya Jan Aushadhi Pariyojana (PMBJP) in the State of Jharkhand, besides issuing guidelines to the Govt. Doctors in the hospitals for prescribing medicines based on Generic names and educating general public about the advantages of Jan Aushadhi campaign.

RECOGNISING that **the -----**  
**- (Selected Agency)**, will be the Nodal Agency as decided by the State Government (herein after referred to as the Second Party of MOU) which will be responsible for establishing, managing and successfully running the Jan Aushadhi Generic Drug Stores for making available quality generic medicines at affordable prices for all.

RECOGNISING that the **Bureau of Pharma Public Sector Undertakings of India (BPPI) under Department of Pharmaceuticals (DoP) Government of India**, (herein after referred to as the Third Party of MOU) is responsible for facilitating the required supply of affordable quality generic (unbranded) medicines etc. through central warehouse/C&F agent/Super Stockist of BPPI, to the Jan Aushadhi Generic Drug Stores to be managed by the -----

----- **(Selected Agency)** with applicable margins and with the credit facilities for the products up to 30 days with Post Dated Cheque from the date of supply.

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

The scheme titled as ' Pradhan Mantri Bhartiya Jan Aushadhi Pariyojana (PMBJP)', a public welfare programme in the area of health care initiated by the Department of Pharmaceuticals (DoP), Ministry of Chemicals & Fertilizers, Government of India being implemented by the agencies such as Bureau of Pharma Public Sector Undertakings of India (BPPI), Central Pharma Public Sector Undertakings (CPSUs) is supported by the **State Government of Jharkhand, Department of Health, Medical Education and Family Welfare** through which the -

-----  
**(Selected Agency)** will be establishing, running and managing the Jan Aushadhi Generic Drug Stores for making available quality generic medicines at affordable prices for all. The opening of Jan Aushadhi Generic Drug Stores under the Jan Aushadhi Scheme will be done by the -----

-----**(Selected Agency)** in a manner as may be decided in consultation with the State Government and the Bureau of Pharma Public Sector Undertakings of India (BPPI). In the first instance, the Jan Aushadhi Generic Drug Stores will be opened in every Medical college/District Hospital/CHC/PHC premises or at any suitable location provided by the **State Government of Jharkhand, Department of Health, Medical Education and Family Welfare** and spread in to block level etc. as may be decided by the State Government.

**2. Roles and responsibilities of Department of Health, Medical Education & Family Welfare, Govt. of Jharkhand:**

2.1. The State Government will extend its support and co-operation to ---  
----- **(Selected Agency)** and BPPI in the opening up of Jan Aushadhi Stores and implementation of Pradhan Mantri Bhartiya Jan Aushadhi Pariyojana (PMBJP).

2.2. The scheme titled as 'Pradhan Mantri Bhartiya Jan Aushadhi Pariyojana', a public welfare program in the area of health care initiated by the Department of Pharmaceuticals (DoP), Ministry of Chemicals & **Fertilizers**, Government of India being implemented

through the agency Bureau of Pharma Public Sector **Undertakings** of India (BPPI) will be supported by the Deptt. of Health, Medical Education & Family Welfare, Govt. of Jharkhand, in establishing 250 (Two Hundred **Fifty**) Pradhan Mantri Bhartiya Jan Aushadhi Kendra for making available quality generic medicines at affordable prices for **all in public** health facilities & other **suitable public establishments under the state government.**

- 2.3. The opening of Pradhan Mantri Bhartiya Jan Aushadhi Kendra (PMBJK) under the Pradhan Mantri Bhartiya Janaushadhi Priyोजना will be facilitated by the Deptt. of Health, Medical Education & Family Welfare, Govt. of Jharkhand and in so doing it may select one or more nodal agency to run the PMBJK in the State of Jharkhand.
- 2.4. The Deptt. of Health, Medical Education & Family Welfare, Govt. of Jharkhand will in particular endeavor to open Pradhan Mantri Bhartiya Janaushadhi Kendra in every Govt. Medical College, District Hospital/CHC premises throughout the length & breadth of Jharkhand.
- 2.5. The Chief Medical Officer of the District/Medical Superintendent of the Zonal Hospital/Medical Officer in-charge of CHC and PHC, SDH, State Disp. will provide the space in the premises of District Hospital/Zonal Hospital/CHC/Primary Health Center/other Government Hospital, as the case may be, for running of Pradhan Mantri Bhartiya Janaushadhi Kendra by selected agency. In case space is not available inside the Medical College/District Hospital/ CHC and PHC, SDH, State Disp. etc. then permission for temporary structure, on vacant land inside the premises may be considered.
- 2.6. Further, the Jan Aushadhi Kendras, previously set up in medical college/district hospital through Rogi Kalayan Samiti but no longer operational will be also be taken up for revival, wherever possible.
- 2.7. The Deptt. of Health, Medical Education & Family Welfare, Govt. of Jharkhand will issue suitable guidelines to the Government Doctors in these hospitals to prescribe unbranded

Pradhan Mantri Bhartiya Jan Aushadhi Pariyojana generic medicines and also take measures to educate and popularize, amongst the general public, the advantages of the Pradhan Mantri Bhartiya Janaushadhi Pariyojana.

## **ARTICLE - II**

The -----  
**(Selected Agency)** will be responsible for establishing, managing and successfully running the Jan Aushadhi Generic Drug Stores for making available quality generic medicines at affordable prices for all. The -----  
----- **(Selected Agency)** will own and manage the system including making necessary provision for maintenance and recurring expenditure from its own resources for running the Jan Aushadhi Generic Drug Stores, out of the margin built in the MRPs of the medicines.

### **3. Roles and responsibilities of (Selected Agency)**

- 3.1. The selected agency will arrange for the round the clock running of the Pradhan Mantri Bhartiya Janaushadhi Kendra in the designated Govt. Hospitals/ CHC and PHC, SDH, State Disp. etc.
- 3.2. The selected agency will ensure that the premises is used solely for the purpose for which it has been allotted and for no other purpose.
- 3.3. The selected agency will ensure that the premises is kept in clean, hygienic and in functional condition.
- 3.4. The selected agency will obtain the Retail/whole sale Drug License/GST numbers from the competent authority & run the Kendras with pharmacist and other qualified staff. The Deptt. of Health, Medical Education & Family Welfare will provide such assistance, as may be necessary, to obtain the required Drug License/GST Number.
- 3.5. The selected agency will procure the generic medicines directly from the Central Warehouse /C&F agent/Super Stockiest/Distributor appointed by BPPI.
- 3.6. The selected agency will ensure that in case of supply of the medicines made by the Central Warehouse/C&F agent/Super Stockist/Distributor, the receipts of the medicines in the relevant form(s) is/are sent to the Central Warehouse/C&F agent/Super Stockist/ Distributor as promptly as possible.

- 3.7. The selected agency will sell the unbranded generic drugs manufactured by the Central Pharma Public Sector Undertakings (CPSUs) or other manufacturers as may be supplied or permitted by BPPI as per the provisions & guidelines of Pradhan Mantri Bhartiya Jan Aushadhi Pariyojana.
- 3.8. The selected agency will not use the Pradhan Mantri Bhartiya Janaushadhi Kendra for sale of any unauthorized or illegal or extraneous/obnoxious/banned drugs which are spurious, soiled, damaged, post-dated or expired or adopt any unfair means to boost the sale.
- 3.9. The selected agency 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.
- 3.10. The selected agency will release the payments to the Central Warehouse/C&F agent/Super Stockist/ Distributor on regular basis without any default. In case of any default in payment beyond the credit period of thirty days from the date of supply of medicines, the selected agency will be liable to pay the penal interest of 12% per annum for the defaulted amount.
- 3.11. The selected agency will pay 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.
- 3.12. The selected agency will permit access to the BPPI, State and Central Government 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 therein. Such party or its agents are authorized to seize any unauthorized items being sold in the store without any valid permission or sanction of law.
- 3.13. The selected agency will abide by directions issued by the Government of India from time to time for proper maintenance of the premises and for running of the stores, besides observing the relevant laws such as drug laws, labour laws, shop and establishment registration rules etc., as applicable.
- 3.14. The selected agency shall indemnify the Central Warehouse/C&F agent/Super Stockist/ Distributor against all losses and damages caused or sustained to the central Warehouse/C&F agent/super Stockist/Distributor due to any default, negligence, breach of any of the terms and condition by it.

- 3.15. Loss against expiry/breakage of the extent of upto 2% of the total purchase value shall be permitted to each and every Pradhan Mantri Jan Aushadhi Kendra.
- 3.16. The selected agency will regularly submit the reports and returns as may be called for the BPPI, as the case may be.
- 3.17. Further operational issues, arising from time to time, will be decided with mutual consent of all the concerned parties.

### **ARTICLE - III**

The Bureau of Pharma Public Sector Undertakings of India (BPPI) set up under the Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Govt. of India will be responsible for facilitating the supply of affordable quality generic (unbranded) medicines required in health care, through central warehouse/C&F Agent/Super Stockist to the Jan Aushadhi Generic Drug Stores to be managed by the -----  
----- (Selected Agency) with appropriate margins and with the credit facilities for the products up to 30 days from the date of supply.

#### **4. Functions and responsibility of the BPPI.**

4.1. The Bureau of Pharma Public Sector undertakings of India (BPPI) set up under the Department of Pharmaceuticals Ministry of Chemicals & Fertilizers, Government of India will be responsible for facilitating the supply of affordable quality generic (unbranded) medicines required in health care, through central warehouse/C&F Agent/Super Stockist/Distributor to the Pradhan Mantri Bhartiya Janaushadhi Kendra to be managed by Selected agency with applicable margins and with the credit facilities for the products up to 30 days with Post Dated Cheque from the date of supply.

4.2. For proper implementation of the scheme, BPPI would render all required assistance to the selected agency for running the Kendras for furthering the objective of the Pradhan Mantri Bhartiya Jan Aushadhi Pariyojana.

4.3. BPPI shall also facilitate the supply of affordable quality generic (unbran

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

4.5. BPPI will provide each and every Pradhan Mantri Bhartiya Janaushadhi K

- i) Rs. 1 lakh reimbursement of furniture and fixtures, against bills duly u y approved by competent authority.

- ii) Rs. 1 lakh by way of free medicines in the beginning.
  - iii) R5.0.50 lakh as reimbursement for computer, internet, printer scanner, etc. against bills duly approved by competent authority.
- 4.6. The asset as created above with the financial support provided by BPPI shall be the sole property of BPPI which will be returnable in case of termination of this agreement by either party.

## **ARTICLE VI**

### **5. Effective date:**

The effective date shall be the date of execution of Moll This MoU shall remain in force for a period of five (5) years on the terms and conditions mutually agreed between the parties.

### **6. Relationship between the Parties:**

Nothing contained in this MoU shall create any relationship of partnership, agency, contractor, partners of such other relationship and neither party will have right to bind the other Party in any manner.

### **7. Rights and Obligations:**

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

### **8. Termination:**

MoU shall be terminated by either party after giving a notice of 30 days in writing, if either party violates the terms of MoU, or if the parties feel that no useful purpose would be served in further continuing it, either due to change in circumstances or with some unexpected changes taking place in the constituting parties, or without assigning any reason.

### **9. 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 3 (three) months, this MoU may be terminated by mutual consent of the parties.

**10. Assignment:**

Neither Party shall assign any of the right and /or obligation under MoU to any third party without the prior written consent of the Party.

**11. Amendment/Modification to the MoU**

The terms and provisions of this MoU cannot be altered or modified without mutual consent and being signed by both parties.

**12. Dispute Resolution:**

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

12.2: If such dispute or difference is not resolved amicably then the matter shall be referred for mediation by Expert Mediator to be appointed by Tharkhand State Legal Services Authority (JHALSA).

12.3: If the dispute or difference is not amicably resolved by parties themselves or through mediation, it shall be referred to and finally resolved by Arbitration under the provisions of Arbitration and Conciliation Act, 1996 as amended. The number of Arbitrator shall be one and decision of Arbitrator shall be final and binding upon parties.

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

**13. Jurisdiction:**

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

**ARTICLE V**

IN WITNESS THEREOF, the undersigned being duly authorized thereto by the respective parties have hereto signed this MOU

Signed at ..... on this....., 2019 in three originals each in English.

(.....)  
Authority  
Department of Health,  
Medical Education and  
Family Welfare  
Govt. of  
Jharkhand

(.....)  
Proprietor/Partner/  
Authorised  
Signatory  
  
(Selected Agency )

(.....)  
CEO  
Bureau of Pharma public  
Sector Undertaking of India  
(BPPI)

In presence of

(.....)

(.....)

(.....)