

GOVERNMENT OF TRIPURA
DIRECTORATE OF HEALTH SERVICES

No.F.5-II(1)/Store/Med(PMBJK)/DHS/2023-24 Dated, Agartala the...¹².../09/2023

Name of work:- Expression of Interest(EOI) for opening of **Pradhan Mantri Janaushadhi Kendras** in different Hospital and Health centres in the **State of Tripura for the year 2023-24.**

1. Certified that this NIT contains pages numbered from **1 to 22.**

2. Header of every page is bearing the text **“BIDDING DOCUMENT FOR Expression of Interest (EOI)” for opening of Pradhan Mantri Janaushadhi Kendras in different Hospital and Health centres in the State of Tripura for the year 2023-24.**

3. The schedule of the above tender is shown in **P/3.**

4. DETAILS EOI No:- No.F.5-II(1)/Store/Med(PMBJK)/DHS/2023-24.

5. DETAILS:- This draft Expression of Interest(EOI) for opening of **Pradhan Mantri Janaushadhi Kendras** in different Hospital and Health centres in the **State of Tripura for the year 2023-24** is hereby approved.

Address:

**Directorate of Health Services
Govt. of Tripura, Agartala
P.N Complex, Gurkhabasti, Agartala West Tripura
Pin-799006**

Phone: 0381-232-4437

Email: storepurchasedhs@gmail.com

Website: <https://tripuratenders.gov.in>

Expression of Interest (EOI)

Expression of Interest (EOI) in sealed covers are hereby invited for the year **2023-24** by the **Director of Health Services**, Government of Tripura, Agartala (on behalf of the Governor of Tripura) from **Registered Pharmacist having valid registration certificate of Tripura State Pharmacy Council or Individual entrepreneur and NGO/SHG/Government Co-operative Societies** having a Registered Pharmacist employed under him/them for opening a PMBJK in different Hospitals and Health Centres of Tripura.

The name of different hospitals and health centre Medicines with specification and approximate yearly requirement is enclosed in **Annexure-A, B & C**.
The Expression of Interest (EOI) will remain valid up to **30/09/2023 up to 4:00 PM**.

Date of Pre-bid meeting will be held on 15/09/2023 at 12.00 noon in the Recreation Hall, 3rd Floor, Directorate of Health Services, Gurkhabasti, Agartala.

A) Introduction:-

An **Expression of Interest (EOI)** is hereby invited by the Director of Health Services, Government of Tripura, Agartala (on behalf of the Governor of Tripura) from **Registered Pharmacist having valid registration certificate of Tripura State Pharmacy Council or Individual entrepreneur and NGO/SHG/Government Co-operative Societies**.

Individual entrepreneur or NGO/SHG/ Government co-operative Societies applying for a PMBJK should have a Registered Pharmacist having valid pharmacist registration certificate of Tripura.

The interested **Individual entrepreneur or NGO/SHG/ Government co-operative Societies** should furnish the bids in **2 parts**, namely **"Technical Bid" & "Financial Bid"**.

Both **Technical bid and Financial Bid** (2 envelopes) should be submitted separately to the Director of Health Services, P.N Complex, Gurkhabasti, Agartala-799006.

Financial bid to be submitted as per **annexure-G**.

The **Expression of Interest (EOI)** for opening of **Pradhan Mantri Bhartiya Janaushadhi Kendra** (PMBJK) **should submit** in a sealed envelope for opening of a shop in different Health centres under Health & Family Welfare Department for the sale of generic medicines through dedicated sales outlet called **"Pradhan Mantri Bhartiya Janaushadhi Kendra"** (PMBJK) should reach at the receive and dispatch Section of **Directorate of Health services, P. N. Complex, Gurkhabasti, Agartala, Pin-799006** up to 4:00 PM on **30/09/2023**.

Application for PMBJK for the year 2023-24 Tender reference no- No.F.5-II(1)/Store/Med(PMBJK)/DHS/2023-24 should be written in English languages in the top of the sealed envelope. In case of any overwriting or cutting, Correction will not be entertained.

B) Availability of Expression of Interest(EOI) Document:

Prospective service providers desirous of participating in the bid may view and download the Expression of Interest (EOI) document from the Departmental website: **www.health.tripura.gov.in**.

However, bidders have to submit the tender fee amounting **Rs.500/- (Rupees Five hundred only)** with the technical bid **which is Non-refundable** through Demand

Draft issued from any nationalized banks drawn in favour of Director of Health Services, Govt. of Tripura, & payable at Agartala.

The name and signature of bidder's authorized person shall have to be put on each page of the application. All pages of the tender document shall be numbered maintaining proper serial number as per index and submitted as a package along with forwarding letter on agency's letter pad.

Expression of Interest (EOI) document sent through courier & submitted after closing date of bid submission shall not be entertained.

The Place of bid opening will be at Directorate of Health Services, P.N Complex, Gurkhabasti, Agartala, Pin-799006.

The details of the EOI are available at the Departmental website:- **www.health.tripura.gov.in**

The authorized representatives of bidders, who intend to attend the tender opening, are to bring with them a letter of authorization from the corresponding bidder within the specified time.

C) Important Dates:-

Date of publication & downloading of Bid	12/09/2023
Date of Pre-bid meeting	15/09/2023 Time: 12.00 Noon
Closing of Bid submission	30/09/2023 up to 4:00 PM
Place of Bid Opening	Recreation Hall Directorate of Health Services P.N. Complex, Gurkhabasti, Agartala
Date and time of Opening of Technical Bid	07/10/2023 at 12:30 PM

The Director of Health Services, Govt. of Tripura, Agartala reserves the right to make any change in the tender terms and conditions and schedules of the Expression of Interest (EOI) as per need and also reserves the right to reject the Expression of Interest (EOI) without assigning any reason.

D) Eligibility criteria to open "Pradhan Mantri Bhartiya Janaushadhi Kendra" (PMBJK).

Following shall be minimum technical eligibility criteria for selection of agency for PMBJK

E) Individual entrepreneur or NGO/SHG/Government co-operative Societies applying for a PMBJK should have a **Registered Pharmacist** having valid **pharmacist registration certificate of Tripura State Pharmacy Council** for Expression of Interest (EOI) for Opening of Pradhan Mantri Bhartiya Janaushadhi Kendra" (PMBJK).

1. The bidder shall be a **Registered Pharmacist having valid registration certificate of Tripura State Pharmacy Council or Individual entrepreneur and NGO/SHG/Government Co-operative Societies**. The bidder shall be permanent resident of the concerned Gram Panchayat/Village Council/Nagar Panchayat/Municipal Council/Municipal Corporation. The first preference will be given to the unemployed Pharmacist failing which preference will be given to NGO/SHG/Government Co-operative Societies and then to the Individual Entrepreneurs. In case where more than one pharmacist is applying for a particular Institution, in such case the senior pharmacist in respect of date of birth will be given preference. And in case of NGO / SHG/ Co-operative Societies, the firm with earlier registration and in case of Individual Entrepreneurs, the senior most person as per

date of birth will be given preference. Pharmacist or Individual Entrepreneur having age up to 60 years will be allowed to participate in the Expression of Interest (EOI).

2. If no bidder is found for a particular Institution then bidder of other district will be considered.

3. The selected bidder will be responsible for all clearances/formalities including drugs licence from the State Drug Controller for opening the chemist shop in the allotted space of Hospital/Health institution. In case of successful bidder who is a Pharmacist, the drug licence shall be in the name of the successful bidder showing himself/herself as Pharmacist in the said Drug licence.

4. It shall be the responsibility of the bidder to obtain Drug License in the name of "Pradhan Mantri Bharatiya Janaushadhi Kendras (PMBJKs)" and other permissions to run a Drug Store. Compliance to all statutory requirements for Storage of Drugs shall be ensured by the applicant. If the bidder does not set up computerized system/PMBJK, permission will be liable to be cancelled.

5. All operations of Pradhan Mantri Bharatiya Janaushadhi Kendras (PMBJKs) will be conducted as per the guidelines of BPPI. For more details the bidder may visit the website www.janaushadhi.gov.in

6. It shall be the responsibility of the bidder to obtain registration of GST.

7. Successful bidder will stock and sell Generic Medicines, Medical devices and Food supplements procured from BPPI. In addition they can also stock and sell other Generic medicines, Medical devices and Food supplements which are not available /supplied by BPPI. The products other than that supplied by BPPI shall be from WHO-GMP/COPP certified manufacturing unit only.

8. The bidder shall not sell the medicine procured from BPPI at a rate exceeding the printed MRP. However, any Generic Medicine procured other than BPPI shall have been sold with a discount of 20 % on Medicines and at least 30% discount on medical devices procured.

9. The successful bidder shall invariably keep at any point of time stock of at least 60% Generic Medicine of Essential drug.

10. The bidder shall inform everyday in the morning preferably at 9 AM to the head of the Institution about the present stock position of medicines in his/her counter.

11. The bidder must have the financial capability to run the **Pradhan Mantri Bharatiya Janaushadhi Kendras (PMBJKs)**.

12. The Health & Family Welfare Department will notify the successful bidder in writing that the bid has been accepted and issue Letter of Indent (LOI) to the successful Bidder.

13. Within 7(seven) days of receipt of such intimation the successful bidder shall give its acceptance to the Director of Health Services, Govt. of Tripura.

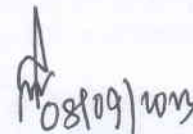
14. The Bidder will not be required to submit any EMD for participating in the Expression of Interest (EOI).

15. The successful bidder will enter in to an agreement after furnishing the performance security of Rs 5,000.00 (Five thousand) only.

16. The contract period shall be preferably for 5(five) years, which can be increased or reduced by the authority of Health & Family Welfare Department.

17. The successful bidder shall have to keep the PMBJKs open and in normal operation starting from 09.00 Hrs to 19.00 Hrs. with the option of Tiffin and lunch break on working days.

18. The successful bidder shall provide within 10(ten) days of being informed, the list of men/women who are likely to be employed. The list shall contain individual personal details like name, address, educational qualification, nationality and contact number. The information furnished shall be supported by documentary evidence.
19. All the personnel shall maintain official decorum abide by rules and regulation of the Hospital/Institution. The successful bidder shall be responsible for conduct and performance of each person.
20. Each customer shall be provided Tax Invoice/Cash memo.
21. Health & Family Welfare Department will provide space, electricity free of cost inside the Government Health Institution premises. However, furnishing of the room including installation of refrigerator and internal wiring for electricity shall have to be arranged by the bidder. All other private investments shall have to be ensured by the bidder under Bureau of Pharma Public Sector Undertaking of India (BPPI) mode within the broad guidelines of Government of India available at the website- www.janaushadhi.gov.in
22. The successful Bidder shall start operating the PMBJK unit within 3(three) months from the date of allotment of award failing to which the award will be treated as cancelled and fresh award will be given to the next bidder participated for that Institution.
23. PMBJKs would be set up in 123 uncovered Health Institutions up to PHC level (As per enclosed list at Annexure-A). Intending bidders may participate in the open bid giving specific choice/preference of Health Institutions appearing in Annexure-A.
24. The successful bidder have to deposit security money of Rs. 5 thousand before signing of the agreement in the shape of DD from a nationalized bank in favour of the Director of Health Services, Govt. of Tripura, Agartala.
25. As per guideline of BPPI the successful bidder under the scheme can get an incentive up to Rs. 5.00 lakh @ 15% of monthly purchase made, subject to a ceiling of Rs. 15,000/- per month. In addition, an onetime incentive of Rs. 2.00 lakh will may be provided in the form of furniture & fixtures in case of Kendras opened in North-Eastern or Himalayan areas, Island territories, inspirational districts or opened by woman, divyang, SC or ST entrepreneurs. For details a participated bidder may visit website www.janaushadhi.gov.in to get these facilities.
26. The Director of Health services reserves the right to reject/cancel any or all bid/bids or offer without assigning any reason.



I/C, Director of Health Services
Govt. of Tripura, Agartala

GOVERNMENT OF TRIPURA
DIRECTORATE OF HEALTH SERVICES

Expression of Interest(EOI)

No.F.5-II(1)/Store/Med(PMBJK)/DHS/2023-24

Date...12.../09/2023

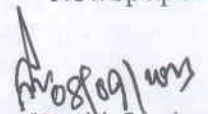
Expression of Interest (EOI) for opening of Pradhan Mantri Bharatiya Janaushadi Kendras(PMBJKs) in the State of Tripura for the year 2023-24.

An Expression of Interest (EOI) hereby is invited by the Director of Health Services, Government of Tripura, Agartala (on behalf of the Governor of Tripura) from **Registered Pharmacist having valid registration certificate of Tripura State Pharmacy Council or Individual entrepreneur and NGO/SHG/Government Co-operative Societies** for opening and running Pradhan Mantri Bharatiya Janaushadhi Kendras(PMBJKs) in the State of Tripura for the year 2023-24.

The details of Expression of Interest (EOI) are made available on website (www.health.tripura.gov.in).

The last date and time of submission of the Expression of Interest (EOI) documents is on 30/09/2023 **up to 4:00 pm.**

All future modification/corrigendum shall be made available in the departmental website **www.health.tripura.gov.in** and in the newspaper only, So bidders are requested to get the update themselves from the website of the Department (www.health.tripura.gov.in) and Newspaper.


I/C, Director of Health Services
Govt. Tripura, Agartala

List of Self-attested documents required to be attached with Application

For Unemployed/Pharmacist /Individual/ entrepreneur			For NGO/Self Help Group/Government Co- operative societies
1.	Aadhaar Card	1.	Authorized person of Aadhaar Card
2.	Pan card	2.	Authorized person of Pan card
3.	Voter ID card	3.	Authorized person of Voter ID card
4.	PRTC	4.	Registration certificate
5.	Certificate of SC/ST or Physical Disability (if applicable)	5.	Pharmacist registration certificate
6.	Pharmacist Registration Certification		
7.	Declaration that GST will be done once threshold limit is achieved as per latest GST Act.	6.	Declaration that GST will be done once threshold limit is achieved as per latest GST Act.
8.	Admit card or birth certificate as an age proof.	7.	Annexure-D (Declaration of Bidder)
9.	Annexure-D (Declaration of Bidder)	8.	Authorized person of PRTC
10.	Annexure-E (Tender form)	9.	Annexure-E (Tender form)
11.	Annexure-F(Checklist)	10.	Annexure-F(Checklist)

F) Document Supporting the Minimum Eligibility Criteria

Following documents in support of minimum eligibility criteria should be submitted along with technical bid.

1.	Authorized person of PRTC	
2.	Authorized person of Aadhaar card	
3.	Authorized person of Admit card or birth certificate	
4.	Valid Pharmacist Registration certificate	
5.	Annexure-D (Declaration of Bidder)	
6.	Annexure-E (Tender form)	
7.	Annexure-F(Checklist)	
8.	Registration certificate(In case of NGO/Self Help Group/ Government Co- operative Societies)	

G) Instruction to Bidders

The tender document may be downloaded from the office website **www.health.tripura.gov.in** however, bidder have to submit with technical bid with a DD from a nationalized bank of **Rs.500/- (Rupees Five hundred) only** as a tender fee which is non refundable drawn in favour of **Director of Health services, Govt. of Tripura, Agartala.**

While all efforts have been made to avoid errors in the drafting of the tender documents the bidder is advised to check the same carefully No Claim on account of any errors detected in the tender documents shall be entertained.

Each page of the bid documents must be stamped and signed by the authorized person or persons submitting the bid in token of his/their having acquainted himself/themselves and accepted the entire bid documents including various conditions of contract. Any Bid with any of the Document not so signed is liable to be rejected at the discretion of the Authority.

The Person signing the bid document on behalf of the bidder shall attach the copy of the authorization letter/power of Attorney as the proof of authorization for signing on behalf of the bidder.

All bidders are hereby explicitly informed that conditional offer or offers with deviations from the conditions of contract, the bids not meeting the minimum

eligibility criteria, bids not accompanied with supportive documents, or any other requirements, stipulated in the EOI shall be summarily rejected.

For all purposes to the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement to the Director of Health services, Govt. of Tripura, Agartala. The bidder shall solely be responsible for the consequences of any omission or error to notify change of adders in the aforesaid manner.

The Expression of Interest (EOI) has to be submitted in an envelope. The Technical Bid should contain all the relevant papers in support of eligibility criteria, experience, and licenses etc. The Bid should be submitted in sealed envelopes superscripted as "Technical Bid for opening of Pradhan Mantri Bhartiya Janaushadhi Kendras" and should be sent to the **Directorate of Health Services, Govt. of Tripura, P.N complex, Gurkhabasti, Agartal, Pin no-799006**. The tendering authority will not be liable to accept any Bids (EOI documents) after 4:00PM on 15/12/2020 even if it is sent through courier, and post or messenger. The bid shall be valid for 180 days from the date of opening of bid.

The successful bidder has to deposit **Rs.5,000/- (Rupees Five thousand only)** as Security deposit in the shape of demand draft from any **Nationalized Scheduled Bank** in favour of "**Director of Health Services, Govt. of Tripura, Agartala** as a Security deposit which shall remain valid for period of **sixty (180) days** and may be held beyond the date of completion of all contractual and statutory obligations of the agency.

Period of the contract will be initially for 5(Five) years but may be renewed on same terms and conditions after completion of **60 months** of service. Renewal will be subject to satisfactory performance of the shop. The Director of Health Services, Govt. of Tripura, Agartala however, reserves the right to terminate/ renew contract without assigning any reason thereof at any time after giving one month notice to the service provider.

In case any information/ document furnished by Service Provider found to be false at any stage, it would be deemed to be a breach of terms of Bid Contract Agreement and Service Provider will be liable for legal action besides termination of the Agreement.

All entries in the tender form should be legible and filled clearly. Any over writing or cutting which is unavoidable shall be signed by the authorized signatory with a seal.

Notwithstanding anything contained herein, the Institute reserved the right to terminate the contract Agreements without giving any prior notice or assigning any reasons whatsoever.

The service Provider shall not assign, transfer, pledge or sub-contract the operation of job-service without prior consent of the Institute.

H) Bid & Bid Evaluation

1. Prior to the detailed evaluation of Technical bids will be done on the basis of scoring criteria at **Page no-21**, Director of Health services, Govt. of Tripura, Agartala will determine the substantial responsiveness of each bid to the Bid document. Substantially responsive bid will be one which confirms to all the terms and conditions of bid document without material deviation. The determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

A bid determined as substantially non-responsive will be rejected and shall not subsequent to the bid opening be made responsive by correction of the non-conformity points by the bidder. However, Director of Health services, Govt. of Tripura, Agartala may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

If there is discrepancy found in any document, then the decision of Director of Health services, Govt. of Tripura, Agartala shall be final in this regard and the bid will be rejected if the bidder does not agree to the decision in this regard.

2. Tendering firms are at liberty to be present or authorize a representative to be present at the opening of the Technical Bid at the time and date as specified in the Schedule. The name and address of the representative authorized to attend the

opening of the tender on behalf of a tendering firm should be indicated in the tender. The representative so deputed should also bring with him a letter of authority from the firm for having been authorized to be present at the time of opening of tender. Only one representative per firm shall be permitted to attend the opening of the tender. The name and address of permanent representative of the firm, if any, should also be indicated in tender.

3. The Individual entrepreneur and NGO/SHG/Government Co-operative Societies shall be selected on basis of highest rent (financial bid) of the Govt. premises.

I) Right To Accept Or Reject Any Bid:-

Following is the guiding decisions for the bidders.

i. Tender will be accepted and Contract will be finalized with only those who in the opinion of Director of Health services, Govt. of Tripura , Agartala shall have capability to run Janaushadhi Kendra.

ii. Director of Health services, Govt. of Tripura, Agartala reserves its right to accept or reject any bid without assigning any reason whatsoever. Director of Health services, Govt. of Tripura , Agartala reserve the right (I) to reject any or all tenders (ii) the right to accept any portion of the tender offered without assigning any reason and he can also reduce or extend the period of contract without assigning any reason.

iii. In case the selected bidder fails to execute the bid agreement within stipulated period, the Institute shall be free to enter into contract agreement with next selected bidder agreeing to provide services as a selected bidder.

J) Terms and Conditions for opening of PMBJK (Shop)

The brand (Generic) medicines are sold at significantly higher prices than their unbranded generic equivalents, though they are identical in therapeutic value. Given the wide spread poverty across the country, making available reasonably priced quality generic medicine in the market would benefit everyone. With this objective, the pharma advisory forum in **April 2008** decided to launch the Janaushadhi campaign – starting with the sale of generic medicine through dedicated sales outlet called **“Pradhan Mantri Janaushadhi Kendra”** in various places of the country. To provide medicines to all health centres at Tripura under Health & Family Welfare Department at low cost Director of Health Services, Govt. of Tripura, Agartala is inviting EOI to open a **Janaushadhi Kendra**.

K) General Terms and Conditions and Instructions to the bidder

1. The Tenders Technical Bid) should contain all the relevant papers in support of eligibility criteria, , Licenses, etc. should be super scribed " Tender for opening of **PMBJK (Pradhan Mantri Janaushadhi Kendra)** under **Health & Family Welfare Department, Govt. of Tripura, Agartala**. Sealed tenders to be addressed to the **Director of Health Services, Govt. of Tripura, PN complex, Gurkhabsti, Agartala, Tripura, Pin no-799001**. Bids sent through courier and bids submitted after closing date of bid submission shall not be entertained. The bid shall be valid for 120 days from the date of opening of bid.

2. The Checklist of technical information, format of experience and financial capacity of bidder along with declaration in the prescribed proforma should be submitted along with the Technical Bid with **Annexure-D, E, F**.

3. The Technical Bid should be accompanied by a **Tender Fee (non-refundable)** only in the form of Demand Draft only from any scheduled Bank drawn in favour of the **Director of Health Services, Govt. of Tripura**, payable at Agartala.

4. The successful bidder has to deposit Rs.5000/- (Rupees five thousand) as Performance Security Deposit in shape of Demand Draft / Bank Guarantee from any Nationalized Scheduled Bank in favour of **“Director of Health Services, Govt. of Tripura, Agartala.”** Security deposit shall remain valid for the period of sixty (180) days beyond the date of completion of all contractual and statutory obligations of the agency.

5. The agency should have

1. Proof of securing a pharmacist with computer knowledge (name of the pharmacist, registration with the state council to be furnished).
2. The agency have to arrange at their own cost furniture in the shop like racks to store medicines counter for issue of bills and medicines to patients, office table , computer tale and chair / stools etc. for working staff.
3. There should be two display boards (one horizontal and second vertical) over the shop following the language, logo design and other colour combination as provided by BPPI.
4. The successful bidder has to meet minimum requirement for BPPI web based software and will have to install computer with higher / latest specification.
5. There should be a Refrigerator in the shop for storage of medicines at the required temperature as per drug and cosmetic Act.
6. The successful bidder will recruit the staff for running the PMBJK as per the requirement at their own cost.
7. All billing should be done using software provided by BPPI. No medicine can be sold by PMBJK without using the software provided by BPPI.
8. Medicines sourced and supplied only by BPPI, will be allowed to be sold through PMBJK. The list of medicines will be dynamic and may be altered after approval from the competent authority.
9. It shall be the responsibility of the operating entity to obtain drug license and other permissions to run a drug shop. Compliance at all statutory requirement for storage of drug shall be ensured by the agency.
10. The operating agency should run the shop from 9AM to 7PM or round the clock, it required.
11. This tender is only for establishment of opening of PMBJK (SHOP) at Health Centres under Health & Family Welfare Department, Govt. of Tripura, Agartala.
12. The agency will use the premises solely for the purpose for which it has been allotted and for no other purposes and shall not port with the premises, sub-let the shop to anyone directly or indirectly.
13. The agency will keep the premises in hygienic and functional condition.
14. The agency will obtain retail sale Drug License/ sale tax/ VAT numbers from the competent authority to run the shop having a pharmacist and other qualified staff.
15. The agency will procure the generic medicines directly from the C&F agent/ super stockiest appointed by BPPI.
16. The agency will not use the store/ shop for sale of other than Generic medicines or 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.
17. The 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, discount allowed, taxes, if any, as per Govt. norms.
18. The agency will pay service taxes and other central and local taxes from time to time hereby imposed by Government.
19. It will be permitted to access to BPPI, and central Govt. through its authorized person(s)/ party at all reasonable times for purpose of inspecting the shop and also the place where the medicines have been stocked. Such party or its agents are authorized to seize any unauthorized items being sold in the shop without any valid permission or sanction of law.
20. The agency will abide by the direction issued by the Director of Health services, Govt. of Tripura, Agartala and Govt. of Central and State from time to time for keeping the shop as well as premises property maintained & clean for running of shop, besides observing the relevant laws such as drug laws & Act, labour laws, shop and establishment registration etc, as applicable.
21. Agency will be responsible for any type of losses and damages caused on the shop.
22. The agency will not sell medicines having shell life of 1 (one) months or less.
23. Further, operational issues arising from time to time will be decided with mutual consent of all the concerned parties.
24. The performance of the Agency selected to run the Generic medicine shop will be assessed at the end of year. A committee formulated under Health & Family Welfare Department, Govt. of Tripura, Agartala will assess in this regard and report to the

Director of Health Services, Govt. of Tripura, Agartala. According to the report, the Director may grant further extension to the agency.

25. Successful bidder will stock and sell Generic Medicines, Medical devices and Food supplements procured from BPPI. In addition they can also stock and sell other Generic medicines, Medical devices and Food supplements which are not available /supplied by BPPI. The products other than that supplied by BPPI shall be from WHO-GMP/COPP certified manufacturing unit only. If found selling other items other than that is mentioned above then the agreement will be treated as cancelled and the agency have to vacate the campus on receipt of notice from the Director of Health Services, Govt. of Tripura, Agartala.

26. The agency shall furnish a copy of price list of medicines kept for sale, to the Director of Health Services, Govt. of Tripura, Agartala authorities and shall also make available copy of the same at all the time and at the time of inspection/ verification. If it is found that product exhibited for sale is sold by the agency at higher rate than shown in the price list furnished by the agency and no agreed discount has been given, the same shall be considered as breach of the terms and conditions of this agreement. A soft copy of the entire price list in a Microsoft Excel format should be supplied to Director of Health services, Govt. of Tripura, Agartala on fortnightly basis during the period of contract.

27. Director of Health Services, Govt. of Tripura, Agartala will not provide any technical assistance in setting up of generic medicine shop.

28. The agency shall at its own cost appoint their own adequate staff to run the said shop as stated above to the satisfaction of the Director of Health Services, Govt. of Tripura, Agartala. Such staff appointed by the agency shall not be treated as the staff of Directorate of Health Services, Govt. of Tripura, employees and shall have not any claim or lien on Director of Health Services, Govt. of Tripura, properties for any dues. Further the agency shall not engage or employ any person suffering from any disease, contagious, infectious, or otherwise dangerous to human life and health.

29. The agency shall at their own cost maintain and keep the said shop in good hygienic condition and will keep it neat and clean and shall make its own arrangement for removal of refuse and garbage as directed by authorities.

30. The agency shall not construct and encroach upon the open space or any adjoining open space besides that allotted to the agency. Any such encroachment will be deemed to be breach of the terms and conditions of the agreement.

31. It is hereby agreed by and between parties that at all time the possession of the area / building of shop shall be with the Director of Health Services, Govt. of Tripura, Agartala who shall continue to enjoy the right to use and occupy the said space/building.

32. It is hereby agreed that on expiry of the period of permission/period of agreement or an earlier on its revocation, Thereof, the agency shall at their own cost remove all articles and things belonging to them from the said premises shop area and handover vacant and peaceful possession. In default, the Director of Health Services, Govt. of Tripura, Agartala shall be entitled to enter the premises and occupy the same and/or to put their own lock. The agency shall not be entitled to any compensation whatever on account of the termination of their agreement.

33. The agency shall always remain faithful to Director of Health Services, Govt. of Tripura, Agartala and shall comply with the terms and conditions stated herein above in the interest of both the parties.

34. The agency shall keep the Director of Health Services, Govt. of Tripura, Agartala, its official harmless and intimated from and against all losses, life, damages, costs, charges, claims and demands of what so ever nature preferred or made by any person or persons whom so ever by reason of the Director of Health Services, Govt. of Tripura, Agartala allowing the agency to permit to conduct of the JAS.

35. The agency shall be responsible for any damage, losses or injury what so ever that may be caused at any time to any property of institutes or to any person or persons while operating JAS and all such damage, injury or loss to the life or property shall be made good and or as the case may be paid immediately by the Agency to the satisfaction in all respects of the Director of Health Services, Govt. of Tripura, Agartala.

36. The Agency shall not do anything or supposed to be done anything in the premises, which may cause nuisance or annoyance or inconvenience to the Director of Health Services, Govt. of Tripura, Agartala officials or patients.
37. Director of Health Services, Govt. of Tripura, Agartala shall not be responsible for any damage, loss or injury caused to the property or person of the agency.
38. The Director of Health Services, Govt. of Tripura, Agartala shall not be party to the recovery of payment of any bills or dues from any of the agency's customers.
39. The terms and conditions and instruction to bidder contained in the Bid document shall form part of the agreement.
40. In all cases of disputes, the Director of Health Services, Govt. of Tripura, Agartala decision shall be final and binding upon the agency.
41. Agreement: The contractor will have to enter into written Agreement with Director of Health Services, Govt. of Tripura, Agartala within 42. days of intimation of acceptance of approved rates. It after the award of the contract the bidder does not sign the Agreement within 15 days or fail to furnish the performance Bank Guarantee within 7 days from the date of receipt of LOI/work order, Director of Health Services, Govt. of Tripura, Agartala reserves the right to cancel the contract and apply all remedies available under the terms & condition of this contract.
43. In case the agency fails to execute the job after signing the Agreement deed or leave the job before completion of the period of contract at their own accord, the Director, Director of Health Services, Govt. of Tripura, Agartala shall have the right to forfeit the security deposited by the agency.
44. Stamp Duty: Contract agreement with the Director of Health Services, Govt. of Tripura, Agartala shall be executed on a non judicial stamp paper of Rs. 100/- (one hundred) only. Expenditure to be incurred on execution of agreement shall be borne by the successful tenderer.
45. Director of Health Services, Govt. of Tripura, Agartala shall not accept any claim in the event of any deployed manpower sustaining any injury, damage or loss to either person or property either inside or outside premises.

If any person engaged by the Agency is injured or rendered partially/ permanently disabled/ indisposed due to any reasons such as disease, accident, fire etc. during the working hour, it shall be the sole responsibility of the Agency to take care of them and to pay necessary compensation in respect of such personnel as relevant labour laws including all medical expenses, legal expenses etc. and Director of Health Services, Govt. of Tripura, Agartala does not hold any responsibility in this regard what so ever.

46. Dispute:-

- a. If any dispute or difference arises between the parties relating or concerning or to interpretation of the contract or any alleged breach there of or any matter relating to the contract, the same shall be settled by the parties as far as possible by mutual discussion and consultation between themselves, whether the same has arisen during the subsistence of the contract or thereafter.
- b. In the event of any dispute or differences arising in connection with this contract/ tender, whether during the subsistence of the contract or there after not being settled in aforesaid manner, the matter shall be referred to the Director of Health Services, Govt. of Tripura, Agartala for arbitration whose decision shall be final and binding on both parties. Proceeding before the arbitrator would be governed by the provision of the ARBITRATION AND CONCILIATION ACT, 1996.
- c. The High court of Tripura shall have exclusive jurisdiction in all matters arising out of Tender.

I/C, Director of Health Services
Govt. of Tripura, Agartala

Annexure-A

I. List of PHCs where PMBJKs are to be opened

District	Sub-Division	Block	Sl No.	Name of Primary Health Centre where PMBJK is to be opened
West District Tripura	Mohanpur	Hezamara	1	Chachu Bazar
			2	Katlamara
			3	Hezamara
		Mohanpur		
		Lefunga	4	Bidya Debbarma Memorial (Lefunga)
		Bamutia	5	Bamutia
			6	Narsinghar
			7	Gandhigram
	Jirania	Mandai	8	Mandai
		Jirania	9	Borakha
			10	Champaknagar
		Old Agartala	11	Ranirbazar
		Dukli	12	Anandanagar
			13	Kanchanmala
Khowai Tripura	Khowai	Khowai	14	Chebri
		Padmabil	15	Baijalbari
			16	Dasaratha Deb Memorial (Ratanpur)
			17	Ampura
		Tulashikhar	18	Tulasikhar
	Teliamura	Kalyanpur	19	Hemanta Debbarma Smriti(Behalabari)
			20	Durgapur
		Teliamura		
		Mungiakami	21	Mungiakari
			22	Uttar Maharanipur
Sepahijala Tripur	Bishalgarh	Bishalgarh	23	Madhupur
		Cherilam	24	Bishramganj
			25	Lalsinghmura
	Jampuijala	Jampuijala	26	Dayarampara
			27	Thelakum
	Sonamura	Nalchar		
		Mohanbhog	28	Taibandal
			29	Urmai
		Boxanagar	30	Kamalnagar
			31	Motinagar
			32	Dhanpur
		Kathalia	33	Microsapara
			34	Nidaya

District	Sub-Division	Block	Sl No.	Name of Primary Health Centre where PMBJK is to be opened
Gomati Tripura	Udaipur	Kakraban	35	Kakraban
			36	Tulamura
		Matabari	37	Maharani
			38	Garjee
			39	Chandrapur
		Killa	40	Killa
			41	Atharabhola
	Amarpur	Ompi	42	Taidu

South Tripura	Karbook	Silachari	43	Silachari
			44	Ghorakappa
		Karbook	45	Chellagang
			46	Tirthamukh
	Belonia	Rajnagar	47	Niharnagar
			48	Barpathari
			49	Chottakhola
			50	Radhanagar
		Hrishyamukh	51	Nalua
			52	Matai
			53	Ratanpur
		Bharat Chandra Nagar	54	Paikhola
			55	Maichara
	Santirbazar	Bakafa	56	Sahid Birchandra Manu Memorial
			57	Twikarma
		Jolaibari	58	Baikhora
			59	Kowaifung
			60	Muhuripur
			61	Ramraibari
	Sabroom	Rupaichari	62	Rupaichari
			63	Baishnabpur
		Satchand	64	Kalachara
		Powang Bari	65	Manughat

District	Sub-Division	Block	Sl No.	Name of Primary Health Centre where PMBJK is to be opened
Dhalai Tripura	Kamalpur	Durgachowman i	66	Marachara
			67	Nakashipara
		Salema	68	Salema
			69	Jamthung
	Ambassa	Ambassa	70	Ambassa
		Ganganagar	71	Ganganagar
	Gandachara	Dumburnagar	72	Jagabandhupara
		Raishyabari	73	Hatimatha Dalpati ,
			74	Raishyabari
	L.T.V.	Manu	75	Dhumachara
			76	Nepaltilla
			77	82-mile
			78	Lalcherra
		Chawmanu	79	Masli
			80	Manikpur
			81	23-Kilo (Purna Mohan Tripura Smrity)
Unakoti Tripura	Kumarghat	Kumarghat	82	Fatikroy
			83	Kanchanbari
			84	Rajkandi
		Pecharthar	85	Peecharthal
			86	Machmara
			87	Krishnatilla
	Kailashar	Gmynagar	88	Irani
			89	Muraibari
		Chandipur	90	Kanika Memorial
			91	N.N.M. (Halaichara)
			92	Samrurpar(Bhaterbazar)
Nor th Tri pur r	Dharmanaga	Kadamtala	93	Brajendranagar
		Kalachara	94	Sanicharra

		Juvarajnagar	95	Uptakhali
			96	Bungmung
	Kanchanpur	Dasda	97	Dasda
			98	Bhandarima
			99	Gachirampara
		Laljuri	100	Laljuri
		Jumpui	101	Jumpui
			102	Sabual
	Panisagar	Damchara	103	Damcharra
			104	Khedacharra
		Panisagar	105	Jalebasa
			106	Tilthai
			PHC- 106	

Annexure-B

II. List of CHCs where PMBJKs are to be opened

District	Sub-Division	Block	Sl	Name of Community Health Centre where PMBJK is to be opened Community Health Centre
West District Tripura	Mohanpur	Hezamara		
		Mohanpur		
		Lefunga		
		Bamutia		
	Jirania	Mandai		
		Jirania	1.	Kherangbar
		Belbari		
		Old Agartala		
	Sadar	Dukli		
Khowai Tripura	Khowai	Khowai		
		Padmabil		
		Tulashikhar		
	Teliamura	Kalyanpur	2.	Kalyanpur
		Teliamura		
Sepahijala Tripura	Bishalgarh	Mungiakami		
		Bishalgarh		
	Jampuijala	Cherilam		
		Jampuijala	3.	Takarjala
	Sonamura	Nalchar		
		Mohanbhog		
		Boxanagar		
		Kathalia	4.	Kathalia
Gomati Tripura	Amarpur	Ompi	5.	Ompi nagar
		Amarpur	6.	Natunbazar CHC
Belonia	Belomia	Belomia	7.	Rajnagar

		8	Hrishyamukh
		9	Manu Bankul
		10	Manu Bazar
		11	Srinagar

Dhalai	L.T.V	12	Manu
		13	Chawmanu
North Tripura		14	Kadamtala
		15	Anandabazar
			CHC-15

Annexure-C

List of Sub-Divisional Hospitals where PMBJKs are to be opened

Sl No	District	Sub-Division	Name of the Hospital where PMBJK is to be opened
1.		Udaipur	TS SDH
2.		Karbook	Karbook SDH
		Total-2 nos	

Submission Details:-

Duly filled application form along with required self-attested documents shall be submitted to below mentioned address in a closed envelope/cover with clearly super scribed as "Application for The New PMBJP Kendra"

(Declaration of Bidder)

To
The Director of Health services
Govt. of Tripura, Agartala
P.N. Complex, Gurkhabasti,
Agartala, Tripura(w)
Pin-799006.

Ref: Invitation for bid No-

I/We, the undersigned, declare and accept that:

1. I/We have examined and have no reservations to the Bidding Documents, Including addenda issued in accordance with instructions to bidders.
2. I/We offer to execute in conformity with the bidding Documents for Opening of **PMBJKs** at different Health facilities under Health & Family Welfare Department, Govt. of Tripura, Agartala.
3. I am fully aware of the nature of Pradhan Mantri Janaushadhi medicines and Medical devices and Food supplement procured from BPPI. Medical devices and food supplement which are not available/ supplied by BPPI.
4. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the bidding documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period
5. If my/our bid is accepted we commit to submits performance security in accordance with the Bidding Documents
6. I/We also declare that Government of India or any other Government Body has not declared us ineligible or black listed us on charges of engaging in corrupt fraudulent collusive or coercive practices.
7. I/We also accept terms and conditions of this bidding document and undertake to abide by them, including the condition that the tendering authority is not bound to accept highest ranked bid/lowest bid or any other bid that it may receive.
8. The authority reserves the right to accept or reject any or all the bids without assigning any reason and the decision of the authority shall be final and binding.

Yours Sincerely,

Authorized Signatory
Full Name and Designation

(Note:- Authorized person shall attach a copy of Authorization for signing on behalf of biding company)

TENDER FORM

To
The Director of Health Services
P.N. Complex, Gurkhabasti,
Agartala
Pin-799001

Email id- dhsgovttripura@gmail.com storepurchasedhs@gmail.com

Dear Sir

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to for opening and running 9AM-7PM **Pradhan Mantri Bharatiya Janaushadi Kendras (PMBJKs)** in the premises of different health institute in the State of Tripura under the above-named Contract in full conformity with the said tender document.

1. If my tender is accepted, we undertake to submit the security deposit in the form, in the amounts, and within the times specified in the tender document.
2. We agree to abide by this tender, for the Tender Validity Period specified in the tender document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. Until the formal final Contract is prepared and executed between us, this tender together with my written acceptance of the tender and my Acceptance of Tender shall constitute a binding Contract between us. We understand that you are not bound to accept any tender you may receive.
4. I am hereby requesting you with the details along with the name of the Health Institution under which I am interested to open a PMBJK in the prescribed format given below:-

Signed: _____

Date: _____

In the capacity of _____

Duly authorized to sign this bid for and on behalf of _____

Signature & stamp of tenderer .

Sl. No.	Particulars	Details
1.	Name of Applicant*	
2.	Address of Applicant*	
3.	Category (GEN/ SC/ ST/ OBC or Physically Disabled) *	
4.	Status of Applicant* (Tick Appropriate Box)	<ul style="list-style-type: none"> • Unemployed Pharmacist <input type="checkbox"/> • Individual entrepreneur <input type="checkbox"/> • NGO <input type="checkbox"/> • Self Help Group <input type="checkbox"/>
5.	Name of Pharmacist (Self/Employed) *	
	Registration Number of Pharmacist	
6.	Registration Number of Organization & Date of Incorporation (if Applicable)	
	Name of Contact Person*	
	Designation	
7.	Mobile No/Landline No*	
	Alternative No. (if any)	
	Email id*	
8.	Aadhaar Card Number*	
9.	PAN Number*	
10.	Proposed location for opening 'Pradhan Mantri Bhartiya Janaushadhi Kendra as per Annexure-A, B & C.	
	Address Line 1*	
	Address Line 2	
	Block/ Taluka/Mandal*	
	District*	
	PIN Code*	
	State*	
	Category of Area, whether 'Rural' (R) or 'Urban' (U)	

1.A checklist should be submitted by all the bidders as per following proforma:-

Sl. No	Name of the document to be submitted	Document submitted. Yes/No	At page no	Remarks
1.	Authorized person of PAN card			
2.	Authorized person of Voter I card			
3.	Authorized person of PRTC			
4.	Authorized person of Aadhaar card			
5.	Authorized person of Admit card or birth certificate			
6.	Valid Pharmacist Registration certificate			
7.	Annexure-D (Declaration of Bidder)			
8.	Annexure-E (Tender form)			
9.	Annexure-F(Checklist)			
10.	Certification of Incorporation(In case of NGO/Self Help Group)			
11.	Registration certificate(In case of NGO/Self Help Group)			

Note: - Applications without any of the above mentioned document shall be summarily rejected.

SCORING CRITERIA

Sl. No.	Sample of Parameters – Opening of Pradhan Mantri Bhartiya Jan Aushudhi Kendra	Full Marks	Marks obtained
<u>PARAMETER SCORE</u>			
<u>PHARMACIST APPLYING FOR PMBJK</u>			
1.	Time since the registration of Pharmacist applying as a bidder is done under Tripura State Pharmacy Council. Older registration within the jurisdiction he is applying will get the full marks and others will get 5 marks	10	
2.	A pharmacist applying as a bidder for PMBJK within his jurisdiction will get 10 marks and others will get 5 marks.	10	
3.	Date of Birth- Age as of now up to 31/03/2020 Maximum ages covering will get the highest mark (Age limit up to 60 years)	10	
Total score :-			
<u>PARAMETER SCORE</u>			
<u>NGO/SHG APPLYING FOR PMBJK</u>			
1.	Time since the Certificate of incorporation of SHG/NGO applying as a bidder applying will get the full marks and others will get 5 marks	10	
2.	Date of Birth- Age as of now up to 31/03/2020 Maximum ages covering will get the highest mark (Age limit up to 60 years)	10	
3.	Name of the Pharmacist with registration details	10	
Total score :-			
<u>PARAMETER SCORE</u>			
<u>INDIVIDUAL ENTREPRENEUR</u>			
1.	Individual Entrepreneur having a Pharmacist employed under him, the Older registration under Tripura State Pharmacy Council will get full marks and others will get 5 marks.	10	
2.	Name of the Pharmacist with registration details	10	
3.	Date of Birth- Age as of now up to 31/03/2020 Maximum ages covering will get the highest mark (Age limit up to 60 years)	10	
Total score :-			
N.B:- Bidder scoring maximum marks will be selected.			

Sl no.	Name of bidder	Rent per month in Rs.	Remarks

Authorized Signatory
Full Name and Designation

(Note:- Authorized person shall attach a copy of Authorization for signing on behalf of bidding company)