

**OFFICE OF THE DEPUTY COMMISSIONER-CUM-CHAIRMAN,
DISTRICT RED CROSS SOCIETY, KANGRA AT DHARAMSHALA**

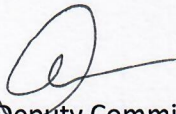
NO. SHOP/RX/2022/- 168

Dated 31.05.2022

EXPRESSION OF INTEREST

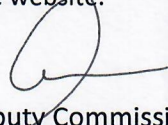
Expression of Interest in two bids system in sealed envelope is hereby invited by the Deputy Commissioner-cum-Chairman, District Red Cross Society, Kangra at Dharamshala from the interested vendors/firms on rent basis of One Pre-fabricated of Modular Structure Shops No. 5 (11.744 Sq. meters) in the premises of RPGMC Tanda (opposite parking place) with the description that one shop as Chemist shop at Dr.R.P.Govt.Medical College Tanda. The EOI document can be obtained from the office of the undersigned on any working day from 01.06.2022 to 21.06.2022 as per schedule in the table given below or by downloading the same from District Red Cross Society, Dharamshala website (www.redcrosskangra.org) after the publication of EOI .EMD @ 10,000/- should be attached with tender documents in shape of DD/FDR duly pledged in favour of Deputy Commissioner-cum-Chairman, District Red Cross Society, Kangra at Dharamshala, payable at Dharamshala. Sealed bids along with all required documents shall be sent through regtd.post or can be dropped in the tender box placed in the Room No. 821 , O/o undersigned ,before the last date and time fixed for submission of the tender.

Sr. No	Nos. of Shops	Cost of EOI document	EMD	Date of start of Sale of EOI document	Last date of purchase of tender document	Last date of submission of EOI	Date & time of opening of EOI
1.	One Shop Pre-fabricated of Modular Structure	Rs.300/-	10,000/-	01.06.2022 PRE-BID MEETING 10.06.2022	21.06.2022	22.06.2022 up to 11:00 AM	22.06.2022 11:30 AM


Additional Deputy Commissioner-Cum-Vice Chairman,
District Red Cross Society, Kangra at Dharamshala.

Endst.No. Shop/RX/2022/- 169-170 Dated 31.05.2022
Copy to ;

1. District Public Relation Officer for publishing in two leading daily Newspaper.
2. N.I.C of DC Office Kangra for uploading on this office website.


Additional Deputy Commissioner-Cum-Vice Chairman,
District Red Cross Society, Kangra at Dharamshala.

DISTRICT RED CROSS SOCIETY KANGRA AT DHARAMSHALA (DRCS)

**TENDER DOCUMENT FORM TO RUN CHEMIST SHOP 24x7 HOURS AT DR.
R.P.GOV.T.MEDICAL COLLEGE, KANGRA AT TANDA (HP) Phone 01892-224888**

SCHEDULE OF EVENTS

DATE OF START OF SALE OF TENDER DOCUMENT	:	01.06.2022
PRE-BID MEETING DATE & VENUE	:	10.06.2022
LAST DATE OF PURCHASE OF TENDER DOCUMENT	:	21.06.2022 (up to 05:00 pm)
BID SUBMISSION (LAST DATE & TIME)	:	22.06.2022 (up to 11:00 AM)
BID OPENING	:	22.06.2022 (11:30 AM)
EOI DOCUMENTS COST	:	Rs. 300/- (Rs.Three hundred only)
EMD	:	Rs. 10,000/- (Rs.Ten thousand only)

INDEX

S. No.	PARTICULARS	PAGE NOS.
1	EOI Notice	1
2	Schedule of events	2
3.	Index	3
4.	Terms & Conditions ; Scope of work & Responsibility & instruction to the tenderer	4-8
5.	Termination of contract, Arbitration, Jurisdiction, Validity of Contract.	9
6.	Eligibility Criteria	10
7.	Penalties	11-12
8.	Check list of Technical documents (Annexure - A)	13
9.	Total Area of shop (Annexure - B)	14
10.	Financial/Price Bid (Annexure - C)	15
11.	Contract Agreement Form (Annexure - D)	16
12.	Proforma for Affidavit (Annexure - E)	17

TERMS AND CONDITIONS

SCOPE OF WORK

- a) The DRCS, Dharamshala shall provide 11.744 Sq. meters space for running the Chemist shop at Dr.R.P.Govt.Medical College Hospital Kangra at Tanda on rent basis.
- b) The Pre-fabricated of Modular Structure shops shall be meant for Chemist shop.
- c) The Pre-fabricated of Modular Structure shops shall be opened all the day (24x7 days) basis.

1. RESPONSIBILITY & INSTRUCTIONS TO THE TENDERER

1.1 Tender must be submitted in two sealed envelopes separately i.e.

(Envelope–A) super-scribed as Technical bid, shall contain tender form duly signed on every page along with all the required documents as per check list at **(Annexure - A)**

(Envelope–B) super-scribed as financial/Price bid which shall contain the offer/price bid (rent fee) on the prescribed Performa **(Annexure-C)**

And both envelopes shall be put in a single envelope **super-scribed as tender for Chemist shop (Distt.Red Cross Society D/shala)** .Sealed bids along with all required documents shall be sent through Regtd.Post or can be dropped in the tender box placed in the Room No. 821 , O/o undersigned ,before the last date and time fixed for submission of the tender.

1.2 The bids shall be opened on the date and time mentioned in the EOI Notice in the presence of Contractor (bidders) who opt to be present. If the date fixed for the opening of the tender is declared a holiday, the tenders shall be opened on the next working day at the same time and venue as fixed for the original date for this purpose. The undersigned reserves the right to accept or reject any or all tenders in part or whole without assigning any reason, what so ever.

1.3 The financial bid shall be opened only of those bidders who qualify the technical bid. After opening the financial bid, successful bidder shall be selected on the basis of (H1) & contract shall be awarded to the bidder who will quote the Highest Rent (H1) for the shop. In case of tie successful bidder shall be selected on the basis of auction.

- 1.4 The contractors whose rates are found to be lower than the reserve price will not be considered.
- 1.5 The EMD for the tenderer will be Rs.10,000/-(Rs. Ten thousand only) in the shape of Bank Draft/FDR duly pledged in the name of the Deputy Commissioner-cum-Chairman, District Red Cross Society, Kangra at Dharamshala.
- 1.6 The successful bidder will have to deposit 10% of the annual value of the contract as refundable Performance Security in the form of an Account Payee Demand Draft or duly pledged Fixed Deposit Receipt or Bank Guarantee from a commercial bank, as the case may be, which shall remain valid for a period of sixty days from the date of completion of contract.
- 1.7 If successful bidder fails to deposit the rent in advance & performance security within 10 days from the date of award letter, the contract shall be terminated & further appropriate action shall be taken by the undersigned.
- 1.8 In case of breach of the contract, Deputy Commissioner-cum-Chairman DRCS may forfeit the security money without assigning any notice to the tenderer.
- 1.9 The contractor/bidder will pay all the rent, rate & taxes payable under GST/service Act/ VAT/ income tax at his own level.
- 1.10 All the tender documents, submitted by the contractors, should have proper paging Number.
- 1.11 All pages of the tender and related papers are to be duly authenticated by tenderer or authorized signatory on behalf of tenderer.
- 1.12 The authority reserves the right to cancel the tender at any stage of tender process without assigning any reason thereof.
- 1.13 The Chemist Shop holder contractor shall keep the medical consumable goods, clean. If at any point the Chemist Shop & its premises are found to be unclean, the contractor shall be held responsible and penalty of Rs.1000/- per occasion shall be imposed.
- 1.14 The Contractor shall bear all the expenses for running the Chemist shop and the DRCS, Dharamshala shall not in any manner be responsible for any damage caused due to incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury caused to its workmen during discharging their duty.
- 1.15 The Contractor shall not be entitled to use the Chemist shop allotted by the DRCS, Dharamshala for any other purpose or business, if found shall be liable for penalty of Rs. 1,000/- per occasion.

- 1.16 The persons associated with product selling will be required to undergo periodical medical checkup to rule out the possibilities of communicable disease /infectious diseases and in case, anybody found suffering from such, has to be kept out of engagement till he/she is fully recovered. Annual medical certificate of fitness is to be deposited.
- 1.17 The Dealers behavior to the common public, students and staff will be courteous so that there may not be any complaint. The Dealers shall undertake not to permit or to indulge in gambling, drinking or any other unlawful and anti social activity in or around the Chemist shop.
- 1.18 The College & Hospital Campus is a **"NO SMOKING ZONE"** hence sale and use of tobacco is prohibited.
- 1.19 The Contractor will have to sign an agreement on non-judicial paper for fulfilling the terms & conditions of Chemist shop.
- 1.20 The authorized Govt. Agencies will have the liberty of taking samples for Chemical analysis to ensure quality as per provisions of the Acts/Rules. The quality assurance of product items shall be done by periodically sampling by the Institution. The Dealers will be wholly responsible for contravention of any provision of the Acts/Rules & suitable action under law shall be taken for violation of the same.
- 1.21 There will be cleanliness in and around the Chemist shop. The contractor, his servants and representatives shall obey all orders given to them by the Deputy Commissioner-cum-Chairman, District Red Cross Society, Kangra at Dharamshala or his representative in writing or orally.
- 1.22 The contractor shall be responsible to pay timely the minimum wages as notified by the state Govt. as well as central Govt. to their workers deployed in the Chemist shop.
- 1.23 Tender incomplete in any form will be rejected outright. Conditional tenders will also be rejected outright.
- 1.24 Undersigned reserves the right to amend/ relax any of the terms and conditions mentioned in the tender document if it is felt necessary in the interest of the office.
- 1.25 The Contractor may be permitted to install electrical fittings (including lights etc.) Installation of CCTV Cameras shall be mandatory covering inside & outside view of the shop. Such type of expenditure or any other temporary structure in connection with safety & security reasons shall be borne by the contractor.

- 1.26 The contractor shall have to pay electricity bill on monthly basis as per the bill which will be submitted by the concerned department. The contractor shall get the electricity meter installed in the premises at his/her own expenses.
- 1.27 The licensee shall not keep any spurious/substandard (as defined in Drugs and Cosmetics Act, 1945) medicines/products.
- 1.28 The licensee shall ensure provision and sale of quality products, medicines and drugs etc. and in no case the items as above which are spurious, soiled, damaged, post-dated and expired would be stocked or sold by the licensee. Breach of these conditions will entail immediate suspension and cancellation of the license. The products shall conform to the rules & laws of the Govt. regarding their sale.
- 1.29 The licensee will get the whitewash / paint done in the shop at his / her own costs from time to time as & when required to keep it intact.
- 1.30 The licensee will not sell items at higher rates than the MRP or prevailing market rates and shall give **mandatory discount**, failing which suitable penalty/fine will be imposed for every laps. However, the licensee would be free to give higher discount.
- 1.31 The licensee will be fully responsible for implementation of Labour Laws/ Shops & Establishment Legislation including minimum wages, ESI, P.F. & Worker Compensation etc.
- 1.32 All salespersons working at the counter 24X7 should be qualified pharmacists. No unqualified/person working in a chemist shop previously should be employed or used as sales person at the counter. Deputy Commissioner-cum-Chairman DRCS or any representative shall be authorized to check the relevant documents of qualification of any salesperson at the counter randomly.
- 1.33 The contractor shall have to mention his e-mail ID along with whatsapp Nos. for any communication regarding tender.
- 1.34 The firm shall be responsible for compliance of the labour laws in respect of the personnel employed by them. The firm shall be the employer for his workers and this office will not be held responsible fully or partially for any dispute that may arise between the firm and his workers.
- 1.35 The firm would be responsible for verifying antecedents of the persons deployed by him and a certificate to this effect shall be provided by him/her to this office in respect of each staff member.
- 1.36 It shall be the sole responsibility of the firm to obtain and keep ready necessary license/permissions from various government bodies and/or MC for running shop and produce the same before the concerned authority as and when asked for. An undertaking in this regard has to be given by the Firm.

- 1.37 Liability/ responsibility in case of any accident causing injury/ death to canteen worker or any of his staff shall be of the firm. This office shall not be responsible by any means in such cases.
- 1.38 The firm required to maintain the details of all his employees/workers.
- 1.39 Contractor shall ensure that, while carrying out the work, no fittings, fixtures, furnishings, provided by this office are damaged. Any damages done to the same or any other property, will have to be repaired/replaced by the Firm, failing which the same will be got done by the office at the firm's risk and cost. In this regard, the decision of the designated officer of this office shall be final and binding on the Firm.
- 1.40 No addition alteration/construction work shall be undertaken by the contractor in the premises without prior permission from the competent authority. He shall have to manage electricity and water connections at his own level and payment of the same will be borne by the contractor.
- 1.41 Bids shall be valid for 180 days from the date of opening.

2. TERMINATION OF CONTRACT

On the recommendation of the committee, the Deputy Commissioner-cum-Chairman, District Red Cross Society, Dharamshala reserves the right to terminate the contract for repeated non conformance of the terms & conditions of the tender.

3. ARBITRATION

Any difference(s) or disputes(s) which may arise will be settled by the Deputy Commissioner-Cum-Chairman, District Red Cross Society, Kangra at Dharamshala and in case of need, the case will be referred to the Divisional Commissioner, Kangra at Dharamshala(HP) for final adjudication.

4. JURISDICTION

This contract shall be deemed to have been concluded at Dharamshala in district Kangra for all purposes and therefore only courts of Dharamshala shall be having jurisdiction for the purpose of any adjudication where some dispute/ obligation remain unsolved despite arbitration.

5. VALIDITY OF CONTRACT

The contract, if awarded will be initially for two years from the date of award of contract subject to continuous satisfactory performance and on failure on this aspect, the Deputy Commissioner-cum-Chairman, District Red Cross Society, Kangra at Dharamshala reserve the right to terminate the contract. An extension of maximum of one year will be allowed on satisfactory performance with a 10% hike in rent, keeping all existing terms & conditions or till the finalization of new tender whichever is earlier.

6. ELIGIBILITY CRITERIA

Following documents are required for Technical qualification of Bids.

- i) Self-Attested photocopy of the Ownership Document, in case of firm/ joint venture a Partnership Deed/ joint venture agreement and Registration Certificate under Companies Act ,/ other Registration authority.
- ii) Firm should have PAN No & GST No.,
- iii) It should have the work experience having similar nature of work for at least 3 years.
- iv) It should be in possession of valid drug License as per Drugs & Cosmetics Act, 1940, as amended from time to time and Rules made there under (for existing establishments).
- v) Attested photocopy of the valid license for sale of drugs/medicines issued by appropriate Drug Controller under the Drug and Cosmetic Act for carrying out business of selling of medicines etc.
- vi) The applicant/firm must have minimum average turnover of Rs 30 lakh in the field of sale of drugs during last three years. In support (proof) of annual turnover Copy of audited TURNOVER CERTIFICATE DUTY SIGNED BY THE CA FOR last three years.
- vii) Affidavit to the effect that the firm/individual is not blacklisted by any Govt. Organisation and that no criminal case or any economic offence is pending under any Court of Law/Registered with Police (Annexure-E).
- viii) Permanent Residential proof document (Local /Permanent) either of Voter card/Aadhar card/Ration card.
- ix) EMD in the shape of Bank Draft/FDR duly pledged in the name of Deputy Commissioner-cum-Chairman, District Red Cross Society, Kangra at Dharamshala.

7. PENALTIES

- 7.1 The contractor/bidder selected for selling the product, will be required to maintain highest level of cleanliness and standard of hygiene in the Chemist shop. A penalty of Rs.1000/- per occasion shall be levied for every non conformance.
- 7.2 There shall be no compromise on the quality of medicines & medical consumable goods provided by the dealers and if any such incidence or product adulteration is found, Rs.1000/- per occasion penalty including black listing of the firm, and action shall be taken under Drugs & Cosmetic act and Prevention of Food Adulteration Act. Non compliance of the provisions of the above Acts may lead to termination of the contract.
- 7.3 The rent of the Chemist shop will have to be paid by the 5th of every month in advance, in case of holiday, on the next working day, failing which penalty @ Rs.100/- per day shall be imposed for delayed period.
- 7.4 The electricity and water charges of the shop per month will be borne by the contractor.
- 7.5 The Selected firm/contractor/bidder shall not sublet the premises or any portion to any other person. In the event of doing so may lead to termination of the contract.
- 7.6 The electricity will have to be used for light and freezing the medicines & its related product only. In case of violation of this condition penalty @ Rs. 100/- at a time shall be imposed and the appliance will be confiscated.
- 7.7 The non-payment of the rent for continuous period of three months by the Selected firm/contractor/bidder will result in automatic termination of the contract and the Deputy Commissioner-cum-Chairman will have the right to take back the possession of the premises/building forthwith.
- 7.8 Either party can rescind the contract by giving two months' notice to the other party to get the shop/premises/building vacated or to vacate the bided shop/premises/building as the case may be. The Selected firm/contractor/bidder will deliver vacant possession of the shop/premises/building to the Deputy Commissioner in case of forfeiture of termination of the contract.

- 7.9 If the shop/premises/building will be required by the Deputy Commissioner-cum-Chairman, District Red Cross Society, Kangra, one months early notice will be served to the Selected firm/contractor/bidder to vacate the shop.
- 7.10 The rates charged by the distributor must not exceed the MRP. In the event of violation of this condition, penalty @ Rs.100/- at a time shall be imposed.

ANNEXURE – A**CHECKLIST FOR TECHNICAL BID****Or****DOCUMENTS TO BE ATTACHED**

[On letter head of the Bidder]

We..... (Insert name of the Bidder), hereby confirm that we are submitting the following documents as a part of our Qualification / Technical Bid in response to this EOI Document:

Sr. No.	Document	Submitted (Yes/No)
1	Attached EMD @ 10,000/-	
2	Attached Tender Cost @ 300/-	
3	Attached Self-Attested photocopy of the Ownership Document, in case of firm/ joint venture a Partnership Deed/ joint venture agreement and Registration Certificate under Companies Act / other Valid Registration certificate.	
4	Attached Copy of work experience of similar nature for at least 3 years.	
5	Attached Copy of audited TURNOVER CERTIFICATE duly signed by the C.A, having minimum turnover of Rs 30 lakh during last three years.	
6	Attached Copy of the valid license for sale of drugs/medicines etc. issued by appropriate Drug Controller under the Drug and Cosmetic Act	
7	Attached Permanent Residential proof document (Local /Permanent) either of Voter card/Aadhar card/Ration card.	
8	Attached Copy of GST Registration Certificate	
9	Attached Copy of Permanent Account Number (PAN) of firm.	
	Attached Affidavit as per ANNEXURE-E; That he has never been blacklisted, there is no any ongoing police case/ vigilance inquiry against him/ his Partner and has never been convicted or punished by any Honorable Court of Law.	

TOTAL AREA OF SHOP

O/o DEPUTY COMMISSIONER-CUM-CHAIRMAN DISTT.RED CROSS SOCIETY KANGRA AT
DHARAMSHALA

S.No	Name of place for rent along with location	Approximate in Sq. meter
1.	One Pre-fabricated of Modular Structure Shops No. 5 (11.744 Sq. meters) in the premises of R.P.Govt.Medical College Tanda (opposite parking place)	11.744 Sq. meter

The bidder is requested to visit the site before submitting the bid so as to avoid the ambiguity in the later stage.

ANNEXURE-C

Tender No: -

FINANCIAL / PRICE BID

**TO RUN CHEMIST SHOP 24x7 HOURS AT DR. R.P.GOV.T.MEDICAL COLLEGE,
KANGRA AT TANDA (HP)**

S. No	Name of Service	Amount quoted per Month (amount should be inclusive GST)
(a)	(b)	(c)
1	TO RUN CHEMIST SHOP 24x7 HOURS AT DR. R.P.GOV.T.MEDICAL COLLEGE, KANGRA AT TANDA (HP)	Amount in Rs..... Amount in words.....

Signature of Authorized Person

Date:

Full Name: _____

Place:

Company's Seal: _____

E-Mail ID _____

Phone No. _____

ANNEXURE-D

CONTRACT AGREEMENT FORM

THIS AGREEMENT made on the day of 2022 between the Deputy Commissioner-cum-Chairman, District Red Cross Society, Kangra at Dharamshala of the one part and (Name of agency) (herein after "the contractor") of the other part:

WHEREAS the Deputy Commissioner-cum-Chairman, District Red Cross Society, Kangra at Dharamshala is desirous to give on rent basis One Pre-fabricated of Modular Structure Chemist Shops No. 5 (11.744 Sq. meters) in the premises of RPGMC Tanda (opposite parking place) as per the price quoted in Financial Bid (hereinafter called the "Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Terms & Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:
 - a) EOI Notice
 - b) The entire tender document;
 - c) The Bid Form and the Price Schedule (Financial Bid) submitted by the Bidder;
 - d) The scop of works given in various sections of the tender document;
 - e) The Terms and Conditions of Contract;
 - f) The agency's acceptance of the award;

Brief particulars of the works which shall be undertaken by the agency is as per the whole set of tender documents.

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with the Indian laws the day and year first above written.

Signed, Sealed and Delivered by the Said (for the Deputy Commissioner-cum-Chairman, District Red Cross Society, Kangra at Dharamshala

In the presence of

Witness(1)

Witness(2)

ANNEXURE-E

**PROFORMA FOR AFFIDAVITE TO BE WRITTEN ON NON-JUDICIAL STAMP
PAPER**

I,.....S/o R/o..... Police
Station..... District..... Contractor/ partner, + or sole
proprietor (Strike out the work which is not applicable) of (firm or contractor)
..... do hereby declare and solemnly affirm that:

- (i) I am/my firm/company is not **blacklisted** by Union or any State Govt./Organisation.
- (ii) No individual/firm/companies blacklisted by the Union or State Government or any partner or shareholder thereof, have any connection directly or indirectly with or has any subsisting interest in business of my firm.
- (iii) I am or my partner are not involved / convicted in any criminal case / economic offence and no criminal case/economic offence is pending against me or my partner in any court of Law /Registered with police.

Dated:-..... Deponent VERIFICATION -----

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

