



Government of India  
Department of Atomic Energy  
Zirconium Complex  
(A Unit of Nuclear Fuel Complex, Hyderabad)

Pazhayakayal Post,  
Srivaikundam Taluk,  
Tuticorin – 628 152.

Ph. No. 0461-2276105 / 6056  
E-mail : zc.ao3@nfc.gov.in

Fax No.0461-2276111

Tender Notice No. ZC/NFC/Admn/Pharmacy/5/2017/

03.11.2017

**NOTICE INVITING TENDERS**

Sealed tenders are invited from reputed Drug Dealers / Suppliers for the work detailed below:

01.	Title of the work	“Operating Pharmacy in Colony Health Centre (CHC), Zirconium Complex Township, Pazhayakayal for supply of medicines to CHSS beneficiaries of Zirconium Complex,(A Unit of Nuclear Fuel Complex, Hyderabad), Pazhayakayal”
02.	Estimated cost	<b>Rs.40,00,000/-</b>
03.	EMD	Rs.80,000/- to be enclosed in a separate sealed cover along with Tender form in the form of Demand Draft in favour of “PAY & ACCOUNTS OFFICER”, Nuclear Fuel Complex payable at Hyderabad.
04.	Security Deposit	@ 2.5% of work order value
05.	Performance Guarantee	@ 5% of work order value
06.	Duration of time	Two (02) years
07.	Cost of Tender	Demand Draft for Rs.500/- (non-refundable) drawn in favour of “Assistant Accounts Officer”, Zirconium Complex, Pazhayakayal.
08.	Sale of Tender Documents	On working days between 1000 hours and 1500 hours from 04.11.2017 to 18.11.2017 from the Office of Assistant Accounts Officer, Zirconium Complex, Pazhayakayal Post, Srivaikundam Taluk, Tuticorin District, Tamil Nadu - 628 152.
09.	Last Date & time for receipt of tender	22.11.2017 upto 14:00 Hrs. Sealed Cover may be dropped in the tender box kept for the purpose at Veda Prastha Building at Zirconium Complex, Pazhayakayal Post, Srivaikundam Taluk, Tuticorin District, Tamil Nadu - 628 152.
10.	Date & Time for opening tender	<b>23.11.2017 at 10:30 Hrs</b> in Conference Room, 1 <sup>st</sup> Floor, Veda Prastha Building at Zirconium Complex, Pazhayakayal Post, Srivaikundam Taluk, Tuticorin District, Tamil Nadu - 628 152.

11.	Nature of Tender	Two Part Tender
12.	PART-I (TECHNICAL BID)	<ol style="list-style-type: none"> <li>1. Valid Drug License</li> <li>2. Solvency certificate</li> <li>3. Latest Assessment report of Sales tax</li> <li>4. Non-convention certificate from drugs license issuing authority</li> <li>5. Valid income tax Permanent Account Number</li> <li>6. Income tax assessment reports of last three (03) years.</li> <li>7. Tax Invoice Number (TIN)</li> <li>8. GST, PAN &amp; Aadhar Number</li> <li>9. Pharmacy License and Pharmacist license, Educational qualification of Pharmacist</li> <li>10. Experience certificate in handling similar outlets etc.</li> <li>11. EMD by a Demand Draft / Bankers' Cheque</li> <li>12. Annual turnover as per ITCC or Profit &amp; Loss statement for last 02 years. (Average annual turnover for the last 02 financial years should be 100% of estimated cost. Not having incurred any loss in more than 02 years during last 05 years ending 31.03.17.</li> </ol> <p>The above documents are to be enclosed with Part-I (Technical bid) - Annexure-A (I to XIII)</p> <p>Part-I (Technical bid) has to be kept in a sealed cover super scribing with Tender Reference No. and Date of Opening</p>
	PART-II (PRICE BID)	PART-II (Price Bid) should be submitted in a Sealed cover separately. Please see Annexure-B
13.	Other information	<ol style="list-style-type: none"> <li>a) Part-I (Technical bid) and Part-II (Price bid) are to be kept in separate sealed covers and both put together in a single envelope, duly sealed</li> <li>b) Contractor has to sign each and every paper contained in Tender Schedule.</li> <li>c) <b>Stapled / Open covers will not be accepted.</b></li> <li>d) <b>Late / Delayed /incomplete tenders will be rejected</b></li> </ol>
14.	Further information is available at NFC Website <a href="http://www.nfc.gov.in">www.nfc.gov.in</a> . Form has to be obtained from the Office of Assistant Accounts Officer, on payment of Rs.500/-, Demand Draft drawn in favour of "Assistant Accounts Officer", Zirconium Complex, Pazhayakayal.	

Incomplete tenders and tenders not accompanied with EMD in the form as stipulated in the tender document are liable to be rejected.



(K.S. Subramanian)  
Dy. General Manager  
For and on behalf of the President of India

**TENDER FORM**

**Tender No.** : ZC/NFC/Admn/Pharmacy/05/2017/ dated 03.11.2017

**Due Date** : 22.11.2017 upto 1400 hrs      **Date of opening** : 23.11.2017 at 1030 hrs.

From:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To:

Deputy General Manager  
Zirconium Complex,  
(A Unit of Nuclear Fuel Complex, Hyderabad),  
Pazhayakayal Post, Srivaikundam Taluk,  
Tuticorin District, Tamil Nadu – 628 152.

Sir,

1. I / We hereby offer to supply the medicines required for the CHSS beneficiaries of Zirconium Complex, Pazhayakayal, Department of Atomic Energy located at ZC Township, Pazhayakayal at the rates after providing the percentage of discount on the maximum retail price (MRP) for a "Pharmaceutical items in accordance with the general Conditions stipulated in the Tender Document and agree to hold this offer open for acceptance for a period of 120 days from the date of the opening of Tender.
2. Further, I / We also state that I/We will not withdraw / modify the offer during the above period of 120 days.
3. I / We have understood the terms and conditions of the contract given in Tender No. ZC/NFC/Admn/Pharmacy/05/2017 dated 03.11.2017 annexed hereto and have thoroughly examined the pattern quoted or referred to in the Schedule hereto and am / are fully aware of the nature of services to be provided and the terms and conditions stipulated in the tender.
4. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and conditions, instructions etc. contained herein or in default hereof, to forfeit the Performance Guarantee and Security Deposit for this contract and pay to the President of India or his successors in office.
5. Earnest Money Deposit of Rs.80,000/- (Rupees Eighty Thousand Only) is forfeited to the President of India or his successors in office without prejudice to any other rights or remedies of the said President of India or his successors in office, should I / we fail to commence providing services specified herein by the date mentioned in the letter communicating the acceptance of our tender or should I/we do not deposit the full amount of Performance Guarantee specified in this tender documents in accordance with clause 7 of the terms and conditions of the contract.

Dated the \_\_\_ day of \_\_\_\_\_ 2017.

Signature of the Tenderer

**Witness :**

Signature :

Address & Occupation

## ZIRCONIUM COMPLEX

### INSTRUCTIONS TO TENDERERS

1. Tenders are invited on behalf of the president of India from approved and eligible contractors for "Operating a pharmacy in Colony Health Centre (CHC), Zirconium Township, Pazhayakayal for supply of medicines on credit basis to CHSS Beneficiaries of Zirconium Complex, (A Unit of Nuclear Fuel Complex, Hyderabad), Pazhayakayal, Department of Atomic Energy.
2. The Turnover for Two (02) years is estimated to cost Rs.40.00 Lakhs. This estimate, however, is given merely as a rough guide. Tenders will be issued to eligible contractors meeting the requirements.
3. Agreement shall be entered with the successful tenderer. Tenderer shall quote his rate as per terms and conditions of the said firm which will form part of the agreement.
4. The time allowed under this contract for running the pharmacy will be 24 months from the date of allotment.
5. The tenderer must produce a copy of PAN / GST / TIN Number before receiving tender, so that tender papers can be sold to him / her.
6. Tenders placed in sealed envelope, with the name of Work and due date written on the envelope will be received by the Assistant Personnel Officer, Zirconium Complex, Pazhayakayal upto 14:00 hrs on 22.11.2017 and will be opened by Assistant Accounts Officer or authorized representative in this office on 23.11.2017 at 10:30 hrs.
7. Tender shall be accompanied by Earnest Money of Rs.80,000/- by Bankers Cheque / DD drawn in favour of "Pay & Accounts Officer", Nuclear Fuel Complex, Hyderabad payable at State Bank of India, Nuclear Fuel Complex, Hyderabad.
8. The Competent Authority on behalf of President of India does not bind himself to accept the highest offer of discount on MRP for all the pharmaceutical items or any other tender and reserved to himself the authority to reject any of the tender received without assigning any reasons. All Tenders in which any of the prescribed conditions are not fulfilled or any condition that is put forth by the tenderer shall be summarily rejected.
9. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing is liable for rejection.
10. The Competent Authority on behalf of president of India reserves to himself the right of accepting the whole or any part of the tender or reject all, and the tenderer shall be bound to supply medicines at the rates quoted by him.
11. Tenderer shall intimate the names of the qualified person who are working with him any capacity or are subsequently employed by him and who are near relatives to any employees working in Zirconium Complex, Pazhayakayal or any other unit of Department of Atomic Energy. In case of non-compliance of the above conditions by the tenderer, their offer is liable for rejection.

12. The Tender shall remain open for acceptance for a period of 120 days from the date of opening. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which are not acceptable to the Department, then the Government shall, without prejudice to any other right remedy, be at liberty to forfeit fifty percent of the said Earnest Money Deposit as aforesaid.
13. All corrections shall be attested by the dated initials of the tenderer.
14. If it is found that the tender is not submitted in the proper manner or contains too many corrections or absurd rates, it will be open for the Government to reject the tender.
15. The tender and Demand Draft for earnest money deposit shall be placed in sealed envelopes separately marked as "Tender" (Part-I) and "Earnest Money Deposit". The tenders of only those tenderers who have submitted in envelope marked "Tender" and the Earnest Money Deposit placed in the other envelope found to be in order shall be opened. Part-II (Price bid) should also be separately enclosed and both Part-I (Technical bid) and Part-II (Price bid) should be submitted together. **Only one part will not be accepted.**
16. **Zirconium Complex, (A Unit of Nuclear Fuel Complex, Hyderabad), is committed to a corruption free work environment. All the purchase and contracts commitments of Zirconium Complex will be honoured without the citizen having to pay any bribe. In case any person demands any bribe, it is the duty of a responsible citizen to inform the matter to the Vigilance Officer, Nuclear Fuel Complex, Hyderabad. His name & Telephone Number is Dr. R. P. Acharya - Office: (040)-27184307, (040)-27184949 Fax 040-27121271, 27121978 & residence no: 040-271120218. E-Mail: dcea@nfc.gov.in**

Dated the \_\_\_\_ day of \_\_\_\_\_ 2017.

Signature of the Tenderer with Seal

Government of India  
Department of Atomic Energy  
Zirconium Complex  
(A Unit of Nuclear Fuel Complex, Hyderabad)

GENERAL CONDITIONS

- A. I / We do hereby tender for the execution for the President of India for the job specified. In the written memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with such materials with such conditions so far as applicable.
- B. I / We have read and examined the notice inviting tender general rules and directions, conditions of contract, clauses of contract and rules referred to in the condition of contract and all other contents in the tender document for the job.
- C. I / We agree to Read the validity of the tender open for one hundred and twenty (120) days from the due date of submission thereof and not to make any modifications in its terms and conditions.
- D. I / We hereby declare that I/We shall treat the tender document and other records connected with the job as secret/ confidential document and shall not part any information / derived there from to any other person to whom I/We may authorize to communicate the same or use the information in any manner prejudicial to the safety of the state.

Should this tender be accepted in whole or 'in part', I / We hereby agree.

- 1. To abide by and fulfill all the terms and provisions of the said conditions annexed here to and conditions contained in notice inviting tenders so far as possible and / or in default thereof to forfeit and pay to the President of India or his successors in office the sum of money mentioned in the said conditions.
- 2. A sum of Rs.80,000/- is hereby forwarded by DD as Earnest Money Deposit. If I / We fail to commence the work specified I/We agree that the said president of India or his successors in office shall, without prejudice to any other right or remedy be, at liberty by him to forfeit the EMD as cited in the conditions.
- 3. To exercise all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered upon at the rates quoted in the tender documents.

Dated the \_\_\_ day of \_\_\_\_\_ 2017.

Signature of the Tenderer

**Witness :**

1.

2.

Signature

Address & Occupation

:

The above tender is hereby accepted by me on behalf of the President of India

Dated the \_\_\_ day of \_\_\_\_\_ 2017.

Signature of the Accepting Officer

## GENERAL CONDITIONS

1. The pharmacy shall be set up in the Colony Health Centre(CHC), Zirconium Complex Township, Pazhayakayal where the tenderer will be allotted a shop on payment of License Fee and other allied charges applicable to other allottees in the shopping complex at commercial rate.
2. Qualified Pharmacists should dispense the medicines. The tenderer has to inform the details of qualifications of persons / employees to be engaged by him in his pharmacy. A notarized copy of the same has to be submitted by the successful bidder. He shall submit the full address with 2B size colour photographs. They should be covered under medical insurance in accordance to rules of shops & Establishments Act. All staff should be paid in accordance with Minimum Wages Act.
3. List of Standard Pharmaceutical companies whose medicines should be stocked given by Chief Medical Superintendent, NFC. Cold Storage wherever necessary will have to be arranged by the successful bidder.
4. Only allopathic medicines should be available in the Pharmacy and no other items like cosmetic, food substitutes etc., should be kept in the Pharmacy. Advertisement in any form of any product in Pharmacy or other products is not permitted. Business with outsiders or in cash is strictly prohibited.
5. The medicines to be supplied will be based on the prescription issued by the Medical Officers of Zirconium Complex, Pazhayakayal. Medicines shall also be issued to the beneficiaries based on the prescription issued by Authorized Medical Attendants (AMAS) / Consultants duly countersigned by the Medical Officer, ZC(P). No Substitute medicine other than the prescribed medicine of any kind shall be supplied to the beneficiary accepted are without proper authorization from Medical Officer, ZC (P) or his authorized Medical Officers.
6. The Medicines manufactured by the reputed pharmaceutical companies are only to be supplied and duplicate / spurious medicines shall not be supplied. In case it is found that the supplied medicines are duplicate / spurious ones, action will be taken as deemed fit. The firm shall be liable to pay penalty agreed to the amount of the damage suffered or 10 times the cost of the medicines whichever is more.
7. The business hours of pharmacy will be preferably from 0900 Hrs to 1800 Hrs on all working days except Sundays with the manpower.
8. The medicines should be supplied to the employees / beneficiaries of Zirconium Complex, Pazhayakayal covered under CHSS.
9. The requirement of Medicines will be Rs.20 Lakhs, per annum approximately. However, minimum quantum of business during the currency of the contract cannot be assured.
10. In Part-II (Price bid) of the tender, the tenderer shall submit his offer indicating clearly the percentage of discount being offered by him/her on MRP for all the medicines by absorbing all the prevailing taxes. In case, there is a change in tax structure involving additional payment at a later date, the same shall be considered on the basis of documentary evidence. Similarly, if any benefit accrues on account of acts passed on by Government of India / State Government due to imposition of Goods & Service Tax (GST), the same shall be extended to Department.

11. The pharmacy should extend credit facility for a minimum period of 90 (Ninety) days.
12. The pharmacy should have computerized inventory and should be able to issue computerized bills with drug License number etc.
13. In case the pharmacy is found indulging into malpractices, the licence will be cancelled by forfeiting EMD and liable for any legal action.
14. Medicines so prescribed should be supplied from the latest batch. Medicines should be supplied in separate envelopes for each prescription, failing which penalty of half percent( $\frac{1}{2}\%$ ) will be levied on the cost of prescribed medicines.
15. A delivery challan-cum-bill shall be submitted by the contractor in duplicate as per the proforma to be prescribed by Zirconium Complex, Pazhayakayal after awarding the contract. The bill shall have the details like name of the Beneficiary, CHSS No. of the beneficiary, name of the medicine, batch no. rate and amount and other details as decided by Medical Officer, Zirconium Complex, Pazhayakayal. The party should submit latest manufactures distributor price list of medicines along with bill for verification of claim.
16. Any medicine less than one year expiry should not be present in the pharmacy at any point of the time during the entire currency of the contract. If any medicine is found with less than one year expiry, 3 times of the entire value of such medicine (near expiry) will be deducted from the running bill and the medicine will be confiscated.
17. Consolidated bill shall be submitted monthly to the Medical Officer, ZC(P) enclosing the documents along with a consolidated statement having all such details of medicines supplied, rates, amount etc for verification and processing for payment or as decided by Medical Officer, Zirconium Complex, Pazhayakayal.
18. In case, the required medicines as prescribed are not issued /delivered in required time or maximum grace time of 24 hours from the time of the prescription, a penalty will be imposed @ 10% of the cost of medicines and also the percentage of discount.
19. Issues of regular medicines (monthly) should not be made five days earlier from the date of completion of treatment. Bills generated for the medicines not collected by the beneficiaries within 72 hour (within 3 working days) would be cancelled.
20. Earnest Money Deposit: The Tender should be submitted along with an Earnest Money Deposit of Rs.80,000/- by Demand Draft drawn in favour of "Pay & Accounts Officer", NFC, Hyderabad payable at State Bank Of India, Nuclear Fuel Complex, branch Hyderabad.
21. Performance Guarantee: The Tenderer should submit an irrecoverable performance guarantee of 5% of the tendered value for proper performance of contract agreement within 15 days of issue of letter of intent or work order This guarantee shall be in the form of fixed deposit receipts or DD or guarantee bonds of any scheduled banks in the prescribed format or the State Bank of India.
22. Security Deposit: The Tenderer shall have to deposit SD @ 2.5% of work order value which shall be recovered from the bills @ 2.5% till full amount towards SD is recovered.



23. Performance Guarantee and security deposit will not be refunded unless the contract is successfully completed.
24. The Tenderer should possess and present required licenses viz., drug license, TNGST License , Solvency Certificate, Latest Assessment report of sales tax, Non-convention certificate from Drugs License Issuing Authority, IT Permanent Account Number, TIN, GST Registration Number, Name of Pharmacist before commencement of the contract and attested Xerox copies of all licenses required should be submitted and obtain all permits and licenses at his cost which he may be required to comply with respect to laws, Ordinances and regulations of the Government or public authorities in connection with the performances of his obligation under the contract.
25. The tenderer shall employ only qualified Pharmacists in the Pharmacy possessing at least Diploma in Pharmacy obtained from Institutions recognized by Central / State Government. The tenderer should enclose a notarized photocopy of the educational qualification with regard to Pharmacy.
26. The Tenderer should employ qualified pharmacist in the pharmacy possessing atleast Diploma in pharmacy obtained from Institutions recognized by Government of India / State Government.
27. The Tender will be construed and shall be Governed by the Laws as applicable and the contractor shall be required to comply with such Laws with regard to performance of the contract including safety and security.
28. In case, of any disputes between the two parties during the course of operation of this contract, both the parties shall agree that Secretary, Department of Atomic Energy, Government of India or his Nominee in the level of Joint Secretary and above in the Department shall act as the arbitrator and his decision shall be binding on both the parties.
29. The legal jurisdiction of the courts is within the urban agglomeration of Tuticorin / Tamilnadu, in case any legal dispute arises on the arbitration award.
30. The Tenderer shall not part any information relating to the contract or incidental there to third parties except where needed for the performance of the contract with prior consent of Zirconium Complex, Pazhayakayal. In such case, the tenderer shall ensure and obtain similar obligation of confidence from the third parties in question.
31. The Tenderer should declare the details of his near relatives who are posted working in any units of Department of Atomic Energy in enclosed proforma Annexure-A (I). Breach of this condition by the party would entail termination of contract.
32. The tenderer shall disclose the method and procedure for disposal of expired medicines, as per the Government directives. The process of disposal will have to be stated in the Tender, as required by Pollution Control Board. A copy of declaration in Annexure-A (VI) regarding method of disposal of the expired medicines shall be submitted to Chief Medical Superintendent.
33. The tenderer shall submit a report of past experience in handling similar Pharmacy outlets in Government/PSU Hospitals.
34. The tenderer should have a financial turnout of 80% of estimated cost of tender during consecutive 3 financial years. The tenderer should produce a Financial Turn out certificate from a Chartered Accountant. The tenderer should produce a Bank solvency certificate.

35. The contractor shall inform the details of persons/employees to be engaged in the pharmacy.
36. The contractor will be responsible for all claims for damages and liability which may arise due to failure to comply with the above conditions.
37. A Departmental Authorized person will be verifying the medicines issued at the counter & certify to this effect for claiming the payment by pharmacy.

**Note:**

- a) The term relative means wife, husband, parents and grandparents, children and grand children, brothers and sister, uncle, aunt, cousins and their corresponding in laws.
  - b) **Zirconium Complex, (A Unit of Nuclear Fuel Complex, is committed to a corruption free work environment. All the purchase and contracts commitments of Zirconium Complex will be honoured without the citizen having to pay any bribe. In case any person demands any bribe, it is the duty of a responsible citizen to inform the matter to the Vigilance Officer, Nuclear Fuel Complex, Hyderabad. His name & Telephone Number is Dr. R. P. Acharya - Office: (040)-27184307, (040)-27184949 Fax 040-27121271, 27121978 & residence no: 040-271120218. E-Mail: [dcea@nfc.gov.in](mailto:dcea@nfc.gov.in)**
38. Violation of any of the terms and conditions stipulated above amounts to breach of contract in which case the security deposit shall be forfeited absolutely to the Government.

Name & Signature of the Tenderer  
& Seal of Tenderer