



NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Web: www.nitt.edu

Phone: 0431 –2503037,2503033

e-Procurement Notice

Ref: NITT/Dean–ID/Hospital/Pharmacy/2018–19/01 Dated: 17.12.2018

Online tenders are hereby invited **in two cover system** for Setting up and Operation of a 24-hour Pharmacy under Pradhan Mantri Jan Aushadi Scheme. The space for Pharmacy will be provided by the NITT on License basis, for a period of 2 (Two) years from the date of commencement extended by further one year.

Bidders can download complete set of bidding documents from e- procurement Platform <http://eprocure.gov.in/eprocure/app> from **17.12.2018(04.45PM)** onwards. Bidders need to submit the bids online by uploading all the required documents through <http://eprocure.gov.in/eprocure/app>.

Last Date/ Time for receipt of bids through e-procurement is: 17.01.2019(03.00PM) (Server time).

Late bids shall not be accepted.

For further details regarding Tender Notification & Specifications please visit website:

<http://eprocure.gov.in/eprocure/app> and www.nitt.edu

CRITICAL DATE SHEET

Published Date	17.12.2018(04.45PM)
Bid Document Download Start Date	17.12.2018(04.45PM)
Clarification Start Date	17.12.2018(04.45PM)
Clarification End Date	26.12.2018(11.00AM)
Pre bid meeting	27.12.2018(03.00PM)
Venue of Pre-bid Meeting	Administrative office
Bid Submission Start Date	28.12.2018(03.00PM)
Bid Submission End Date	17.01.2019(03.00PM)
Bid Opening Date(Technical)	18.01.2019(03.00PM)
Bid Opening Date(Price)	Will be announced after technical evaluation

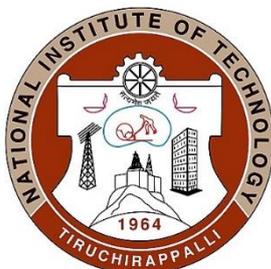


NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Office of the Dean Institutional Development and Alumni Relations

Web: www.nitt.edu

Phone: 0431 –2503037,2503033



Tender Document (e - Procurement)

Tender Notification No	:	NITT/Dean–ID/Hospital/Pharmacy/2018–19/01
Date	:	12.12.2018
Name of the Department	:	Office of the Dean Institutional Development and Alumni Relations
Name of the service	:	Setting up of a 24 hour Pharmacy under Pradhan Mantri Jan Aushadi Scheme
Service Period	:	2 Years
EMD Amount	:	RS.20,000/-
Last Date & Time of submission of Tender	:	17.01.2019(03.00PM)
Address for submission of Tender	:	THE DIRECTOR, NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI- 620015 KIND ATTENTION TO: Medical Officer, Office of the Dean Institutional Development and Alumni Relations.
Date & Time of opening of technical bid	:	18.01.2019(03.00PM)

Checklist for Bid / Tender Submission

(The following check-list must be filled in and submitted with the bid documents)

Sl.No.	Particulars	Yes / No
1.	Have you attached the techno commercial un priced bid form duly filled in appropriately?	
2.	Have you attached a copy of the last audited balance sheet of your firm	
3.	Have you attached the details of the income tax return certificate, proof of Drug Licenses/ general order suppliers and copy of GST?	
4.	EMD: Have you submitted EMD asked for (as specified in BDS).	
5.	Have you submitted the bids both techno commercial unpriced and priced bid separately.	
6.	Undertaking Letter as mentioned in Section-IV Pre-qualification Point no-5	
7.	Have you enclosed the Self Technical Evaluation form (duly filled) ?	
	PRICE BID	
1.	Have you signed and attached the priced bid form?	
2.	Have you attached the schedule of requirements duly mentioned the discount offered ?	

Table of Contents

Part 1	Bidding Procedures
SECTION-I	Instructions for Online Bid Submission
SECTION-II	Instructions to Bidders
SECTION-III	Bid Data Sheet
SECTION-IV	Prequalification
SECTION-V	Institute against Corrupt and Fraudulent Practices
Part 2	Supply Requirements
SECTION-VI	Schedule o Requirements
	List of Goods and Delivery Schedule
	Technical Specifications
Part 3	Contract
SECTION-VII	Contract Specific Conditions
	General Terms and Conditions
	Books of Accounts, Billing and Payment
	Terms Relating to Maintenance of Premises
Part 4	Bidding Forms & Contract Forms
SECTION-VIII	Bidding Forms
SECTION-IX	Contract Forms
	Notice Inviting Tenders

Part - 1 Bidding Procedures

Section I: Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

1. **Possession of valid Digital Signature Certificate (DSC) and enrollment / registration of the contractors / bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.**
2. Bidder should register for the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment / registration, the bidders should provide only valid and true information including valid E-mail id. All the correspondence shall be made directly with the contractors/bidders through E-mail id as registered.
3. Bidder need to login to the site through their user ID / password chosen during enrollment / registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken / SmartCard, should be registered.
5. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
6. Contractor / Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
8. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bid online.
9. Bidder may log in to the site through the secured login by the user id / password chosen during enrolment / registration and then by submitting the password of the e-Token / Smartcard to access DSC.
10. Bidder may select the tender in which he / she is interested in by using the search option and then move it to the ‘my tenders’ folder.
11. From my tender folder, he / she may select the tender to view all the details uploaded there.
12. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked ; otherwise, the incomplete bid shall stand rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and ordinarily it shall be in PDF /xls / rar / jpg / dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip / rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.

14. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under “My Space option” and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
15. Bidder should submit the Tender Fee / EMD as specified in the tender. The hard copy should be posted / couriered / given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. The bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of the instruments.
17. The details of the DD / any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
18. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.

PRICE BID

21. If the price bid format is provided in a pdf file like pricebid.pdf, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid template shall not be modified / replaced by the bidder ; else the bid submitted is liable to be rejected for the tender.
22. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
23. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.

EVIDENCE FOR ONLINE BID SUBMISSION

24. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
25. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.

26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
27. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
29. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone : **1-800-233-7315, 0120-4001005** or send an E-mail to cppp-nic@nic.in.

Section II : Instructions to Bidders

Table of Clauses

A	General
1.	Scope of Bid
2.	Eligible Bidders
	Contents of Bidding Document
3.	Sections of Bidding Document
4.	Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting
5.	Amendment of Bidding Document
	Preparation of Bids
6.	Language of Bid
7.	Documents Comprising the Bid
8.	Tender Forms (Technical and Price) and Price Schedule (BOQ)
9.	Alternative Bids
10.	Bid Prices and Discounts
11.	Currencies of Bid and Payment
12.	Documents Establishing the Eligibility and Qualifications of the Bidder
13.	Period of Validity of Bids
14.	Bid Security
	Submission and Opening of Bids
15.	Sealing and Marking of Bids
16.	Deadline for Submission of Bids
17.	Late Bids
18.	Withdrawal, Substitution, and Modification of Bids
19.	Bid Opening
	Evaluation and Comparison of Bids
20.	Confidentiality
21.	Clarification of Bids
22.	Determination of Responsiveness
23.	Conversion to Single Currency
24.	Margin of Preference
25.	Evaluation of Bids
26.	Comparison of Bids
27.	Qualification of the Bidder
28.	Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids
	Award of Contract
29.	Award Criteria
30.	Purchaser's Right to Vary Quantities at Time of Award
31.	Notification of Award
32.	Signing of Contract
33.	Performance Security

Section II. Instructions to Bidders

	A.General	
1	SCOPE OF BID	
		Setting up and Operation of a 24-hour Pharmacy under Pradhan Mantri Jan Aushadi Scheme. as per Specifications. Through out these Bidding Documents unless the context otherwise requires:“ a. “in writing ” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt; b. “ Institution means National Institute of Technology, Tiruchirappalli’
2	ELIGIBLE BIDDERS	
	2.1	A Bidder may be a firm, a company, a Individual
	2.2	A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
	a	directly or indirectly controls, is controlled by or is under common control with another Bidder; or
	b	receives or has received any direct or indirect subsidy from another Bidder; or
	c	has the same legal representative as another Bidder; or
	d	has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
	e	Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid shall result in the disqualification of all Bids in which such Bidder is involved. This, however does not limit the inclusion of the same subcontractor in more than one bid; or
	f	Has a close business or family relationship with a professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract.
	2.4	A foreign firm and individual may be ineligible if as a matter of law or regulations, India prohibits commercial relations with the country of bidder.
	2.5	A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
3	CONTENTS OF BIDDING DOCUMENT	
	3.1	The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections indicated below, and should be read in conjunction with any Addenda if any, issued.
	3.2	The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

	3.3	Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre- Bid meeting (if any), or Addenda to the Bidding Document. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
	3.4	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as required by the Bidding Documents.
4	CLARIFICATION OF BIDDING DOCUMENTS, SITE VISIT, PRE-BID MEETING	
	4.1	A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS or raise its enquiries during the pre-bid meeting if provided. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS.
	4.2	The Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for procurement of Goods. The costs of visiting shall be at the Bidder's own expense
	4.3	The Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
	4.4	The Bidder is advised to submit any questions in writing to reach the Purchaser not beyond one week preceding the meeting.
	4.5	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum and not through the minutes of the pre-bid meeting. Absence in the pre-bid meeting shall not be a cause for disqualification of a Bidder.
5	Amendment of Bidding Document	
	5.1	At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by corrigendum. In case of e-procurement, corrigendum / amendment shall be published on http://eprocure.gov.in/eprocure/app .
	5.2	Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser. The Purchaser shall also promptly publish the addendum on the Purchaser's webpage.
	5.3	The Purchaser may, at its discretion to give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, extend the deadline for the submission of bids.
C.PREPARATION OF BIDS		
6	LANGUAGE OF BID :	
	The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which	

		case, for purposes of interpretation of the Bid, such translation shall govern.
7		Documents Comprising the Bid The tender/Bid shall be submitted online in two part, viz., Technical Bid and Commercial Bid.
	7.1	TECHNICAL BID The following documents are to be scanned and uploaded as part of the Technical Bid as per the tender document:
	a	Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid) and Tender Acceptance Letter);
	b	Scanned copy of Bid Security or copy of proof for submission of Tender Document Fee/ Earnest Money Deposit etc.;
	d	Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;
	e	Scanned copy of documentary evidence establishing the Bidder's qualifications to perform the contract if its bid is accepted and the Bidder's eligibility to bid;
	f	Scanned copy of i. Documentary evidence, that the Goods and Related Services to be supplied by the Bidder and ii. Conform to the Bidding Documents, and iii. any other document required in the BDS;
	g	Scanned copy of Pre-Qualification Details as per Section-IV like Drug License/ PAN/GST etc.
	h	Technical Bid. All the original documents as well as the original payment instrument like Demand Draft/Bank Guarantee /Pay order or banker cheque of any scheduled bank against EMD, samples as specified in this tender document have to be sent to the address of the Purchaser mentioned in Bid Data Sheet (BDS) by speed post/courier/by hand on or before bid Submission closing date & time. Beyond that the tender shall be summarily rejected without assigning any reason.
	7.2	COMMERCIAL BID The commercial bid comprises of: i. Scanned copy of Tender Form (Price Bid) ii. Price BID in the form of PRICEBID.pdf. The Price bid format is provided a PRICEBID.pdf along with this Tender Document at http://eprocure.gov.in/eprocure/app . Bidders are advised to download this PRICEBID.pdf and quote their discount offer rates in the prescribed column. Bidders can quote Basic Price in INR or CURRENCY (for other than INR) but it is mandatory to quote taxes/levies in INR only, in the prescribed column and upload the same in the commercial bid.
	7.3	The Bidder shall furnish in the Tender Forms information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
8		Tender Forms (Technical forms and Price forms) and Price Schedule(BOQ) Tender Forms and Price Schedules (Bill of Quantity-BOQ) shall be prepared using the relevant forms furnished in Section IX, Bidding Forms and BOQ provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
9		Alternative Bids Unless otherwise specified in the BDS, alternative bids shall not be considered
10	10.1	Bid Prices and Discounts

		The discounts quoted by the Bidder in the Tender Forms and in the Price Schedules (BOQ) shall conform to the requirements specified as under.
	a	All lots (contracts) and items must be listed and priced separately in the Price Schedules (BOQ).
	b	The price to be quoted in the Tender Forms shall be the total price of the bid, excluding any discounts offered.
	c	The Bidder shall quote any discount and indicate the methodology for their application in the Tender Forms.
	d	Discount quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
	10.2	Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted provided the bids for all lots (contracts) are opened at the same time.
	10.3	Discount offer rate shall be quoted as specified in each Price Schedule (BOQ) as provided. The dis aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
	a	For Goods manufactured in India: <ol style="list-style-type: none"> 1. GST payable on the Goods, if the contract is awarded to the Bidder ; and 2. The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS ;
	b	For Goods manufactured outside India, to be imported <ol style="list-style-type: none"> 1. The price of the Goods quoted under Carriage and Insurance Paid (CIP) Model up to named place of destination in India as specified in the BDS ; 2. The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS ;
	c	For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements: <ol style="list-style-type: none"> 1. The price of each item comprising the Related Services (inclusive of any applicable taxes)

11		Currencies of Bid and Payment: The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS. The Bidder shall quote in Indian Rupees.
12	12.1	Documents Establishing the Eligibility and Qualifications of the Bidder To establish Bidder's their eligibility, Bidders shall complete the Tender Form (Techno Commercial Un-Priced Bid & Priced Bid), included in Section-IX, Bidding Forms.
	12.2	The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
	a	that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IX, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in India;
	b	that, if required in the BDS, in case of a Bidder not doing business within India, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;
13	13.1	Period of Validity of Bids Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
	13.2	In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to shall be made in writing. A Bidder may refuse the request without forfeiting its Earnest Money Deposit (EMD). A Bidder acceding to the request will neither be required nor permitted to modify the bid.
14	14.1	Bid Security The Bidder shall furnish as part of its bid, a bid security, as specified in the BDS, in original form the amount and currency as specified in the BDS.
	14.2	If a bid security is specified, the bid security shall be a
	a	Demand Draft
	b	An unconditional guarantee issued by a Bank. of a reputed source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside India, the issuing financial institution shall have a correspondent financial institution located in India to make it enforceable The bid security shall be valid for forty five (45) days beyond the original validity period of the bid, or beyond the extended period.
	14.3	If a Bid Security is specified, any bid not accompanied responsive Bid Security, shall be rejected by the Purchaser as non-responsive.
	14.4	The successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
	14.5	The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
	14.6	The Bid Security of the bidder may be forfeited or the Bid Securing Declaration executed:
	a	if he withdraws from the bid during the period of bid validity specified by the Bidder on the Tender Forms, or any extension thereto provided by the Bidder ; or

		<p>b if he being successful Bidder fails to:</p> <p>i. Sign the Contract ; or</p> <p>ii. furnish a performance Security</p>
D.SUBMISSION AND OPENING OF BIDS		
15		Sealing and Marking of Bids: The Bidder shall submit the bids electronically, through the e-procurement system (http://eprocure.gov.in/eprocure/app). Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender.
16		Deadline for Submission of Bids: The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
17		Late Bids: The e-Procurement system would not allow any late submission of bids after due date and time as per server system. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the proposal submission
18		Withdrawal, Substitution, and Modification of Bids: A Bidder may withdraw, substitute, or modify its bid on the e-procurement system before the date and time specified but not beyond. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Tender Forms or any extension thereof Modification/Withdrawal of the Bid sent through any other means shall not be considered by the Purchaser.
19	19.1	Bid Opening: The Purchaser shall open the bids as per electronic bid Opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to the e- procurement system. Specific bid opening procedures are laid down at http://eprocure.gov.in/eprocure/app under the head “Bidders Manual Kit”. The tenderer/bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end. Price Bids of only those tenderers shall be opened whose technical bids qualify.
	19.2	The withdrawn bid will be available in the system therefore will be considered, if bidder once withdraws the bid then he will not be able to participate in the respective tender again. Modification to the bid shall be opened and read out with the corresponding bid. Only bids that are opened and read out at bid opening shall be considered further.
	19.3	The Purchaser shall prepare a record of the bid opening that shall include; the name of the Bidder; whether there is a withdrawal, substitution, or modification; the Bid Price including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders’ representatives who are present in the office of the Purchaser to witness the bid opening shall be requested to sign the record. The omission/refusal of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be made available on the e-procurement system.
E. Evaluation and Comparison of Bids		
20	20.1	Confidentiality: Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders.

	20.2	No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser it should be done in writing.
	20.3	Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.
21	21.1	To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids.
	21.2	If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification its bid may be rejected.
22	22.1	Determination of Responsiveness: The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
	22.2	A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission.
	22.3	The Purchaser shall examine the technical aspects of the bid submitted in accordance with instructions specified in tender document, in particular, to confirm that all requirements enumerated in the 'Schedule of Requirements' Section-VI have been complied with, without any material deviation or reservation or omission.
	22.4	If a bid is not responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation or omission.
23		Conversion to Single Currency: For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS.
24		Margin of Preference: Unless otherwise specified in the BDS, a margin of preference shall not apply.
25	25.1	Evaluation of Bids: The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
	25.2	To evaluate a Bid, the Purchaser shall consider the following:
	a	Bidder must obtain Minimum 40 Marks to qualify them for price bid opening.
	b	Evaluation will be done based on the discount offered on the MRP of the medicines / items not listed under Pradhan Mantri Jan Aushadi Scheme
	c	The Purchaser shall compare the discount offered prices of all technically qualified bids to determine the highest discount rate of evaluated bid and if any bidders have quoted same discount rate then the preference will be given to bidders having highest technical marks, if technical marks are also same, then preference will be given to the bidders having more number of branches.
	25.3	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

	25.4	The Purchaser's evaluation of a bid shall exclude and not take into account:
	a	In the case of Goods manufactured in the India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
	b	in the case of Goods manufactured outside India, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
	c	any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
	25.5	The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.
26		Comparison of Bids: The Purchaser shall compare the discount offered prices of all technically qualified bids to determine the highest discount rate of evaluated bid and if any bidders have quoted same discount rate then the preference will be given to bidders having highest technical marks, if technical marks are also same, then preference will be given to the bidders having more number of branches.
27	27.1	Qualification of the Bidder: The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the highest discount rate evaluated and substantially responsive bid meets the qualifying criteria.
	27.2	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
	27.3	An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next highest discount evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
28		Institutes Right to Accept any Bid and to Reject any or all bids: The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
F.AWARD OF CONTRACT		
29		Award Criteria: Unless a bidder satisfies all parameters and conditions, is not entitled to be awarded the contract merely because his bid is the highest discount.
30		Purchasers Right to vary Quantities at Time of Award: At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
31	31.1	Notification of Award: Prior to the expiration of the period of bid validity, the Purchaser shall, notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the

		Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.
	31.2	The notification of the award shall constitute a binding contract. A formal contract prepared and executed is only to put it in writing the contract already concluded by the issuance of the award.
	31.3	The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award, requests in writing the grounds on which its bid was not selected.
32	32.1	Signing of Contract: Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
	32.2	Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
	32.3	Notwithstanding anything contained in clause 32.2, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.
33	33.1	Performance Security: Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the General Conditions of Contract (GCC), Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a banking or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in India.
	33.2	Failure of the successful Bidder to submit the above- mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next highest discount offered Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
	33.3	On failure of the successful Bidder to Setting up and Operation of a 24-hour Pharmacy under Pradhan Mantri Jan Aushadi Scheme within 30 – 45 days, Bid Security will be forfeited, In that event the Purchaser may award the Contract to the next highest discount offered Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section III. BID Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). In case of inconsistency, the provisions herein shall prevail over those in ITB.

Sl. No.	A. General
1.	The reference number of the Invitation for Bids is NITT/Dean-ID/Hospital/Pharmacy/2018-19/01 Dated : 12.12.2018
2.	The Purchaser is The Director, NIT Tiruchirappalli. Kind Attention To : Medical Officer, Office of the Dean Institutional Development and Alumni Relations
3.	Maximum number of members in the JV shall be:

Sl. No.	B. Contents of Bidding Documents
4.	For Clarification of bid purposes only, the Purchaser's address is Office of the Dean Institutional Development and Alumni Relations, National Institute of Technology, Tiruchirappalli, 620015 Attention : Medical Officer Office of the Dean Institutional Development and Alumni Relations Address : National Institute of Technology, Tiruchirappalli, Floor / Room number : - City : Tiruchirappalli ZIPCode : 620015 Country : India Telephone : +91 431 2503037,2503033 E-Mail : deanid@nitt.edu
5.	Web page : http://eprocure.gov.in/eprocure/app

6.	A site visit shall not be organized by the purchaser.	
7.	A Pre-Bid meeting date and venue	: 19.12.2018(03.00PM) Office of the Dean Institutional Development and Alumni Relations

NIT, Tiruchirappalli

Sl. No.	C. Preparation of Bids
8.	The language of the bid is : English . All correspondence exchange shall be in English . Language for translation of supporting documents and printed literature is English .
9.	The Bidder shall submit the following additional documents in its bid: NA
10.	Alternative Bids shall not be considered.
11.	The discount quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
12.	Place of Destination: is National Institute of Technology, Tiruchirappalli, 620015.
13.	Location of service required (Project Site): Hospital, National Institute of Technology, Tiruchirappalli, 620015.
14.	The bidder is required to quote their maximum discount offer rates for the items / drugs etc not listed/available under Pradhan Mantri Jan Aushadi Scheme. The prices shall be quoted by the bidder in : Indian Rupee / Foreign Currency of Principal's Country (Preferably in Indian Rupees) The Bidder is required to quote in Indian Rupees (INR), the portion of the bid price that corresponds to expenditures incurred in Indian Rupees(INR).
15.	Manufacturer's authorization is not Required
16.	After sales service is not Required.
17.	The bid validity period shall be 120 days .
18.	EMD / Bid security RS.20,000 (Rs.Twenty Thousand only) shall be paid by the way of Demand Draft (DD) / Bank Guarantee (BG) in favor of The Director, National Institute of Technology, Tiruchirappalli and should be valid for a period of 45 days beyond the BID validity period. All tenders received without EMD / Bank Security shall be rejected
19.	Other types of acceptable securities: NA

Sl. No.	D. Submission and Opening of Bids
20.	<p>For bid submission purposes only, the address is Assistant Registrar (S&P), Stores and Purchase Section, National Institute of Technology, Tiruchirappalli, 620015.</p> <p>Attention : Medical Officer</p> <p>StreetAddress : National Institute of Technology, Tiruchirappalli,</p> <p>City : Tiruchirappalli</p> <p>ZIP/PostalCode : 620 015</p> <p>Country : India</p> <p>The deadline for bid submission is :</p> <p>Date and Time : 17.01.2019(03.00PM)</p> <p>The electronic bidding opening procedures shall be as given in Section I-Instructions for Online Bid Submission.</p>
21.	<p>The bid opening shall take place at : Stores and Purchase Section, National Institute of Technology, Tiruchirappalli-620015.</p> <p>StreetAddress : National Institute of Technology, Tiruchirappalli</p> <p>Floor / Roomnumber : Administrative Block</p> <p>City : Tiruchirappalli</p> <p>Country : India</p> <p>Date and Time : 18.01.2019(03.00PM)</p> <p>The electronic bidding opening procedures shall be as given in Section I - Instructions for Online Bid Submission.</p>

Sl. No.	E. Evaluation and Comparison of Bids
22.	<p>Evaluation will be done based on the discount offered on the MRP of the medicines / items not listed under Pradhan Mantri Jan Aushadi Scheme</p> <p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is : Indian Rupees</p> <p>The source of exchange rate shall be : Reserve Bank of India.</p> <p>The date for the exchange rate shall be: Last day for submission of Bids.</p>
23.	A margin of domestic preference shall apply.
24.	<p>Evaluation will be done for concern equipment. Evaluation will be based on discount rates offered.</p> <p><i>Note: Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</i></p>

Sl. No.	F. Award of Contract
25.	<p>The maximum percentage by which quantities may be increased is :NA</p> <p>The maximum percentage by which quantities may be decreased is:NA</p>

Section IV. Prequalification

1. The Bidder must hold Valid Drug Licenses (as on the date of Bid opening in specified forms) issued by the Competent Drug Control Authorities of the State/Central Government under the provisions of Drugs and Cosmetics Act.
2. The Bidder should have good track record and must not have been convicted by the State Drug Authorities and no case should be pending under the Drugs and Cosmetics Act and rules framed thereunder. In this connection, the bidder has to give an affidavit duly attested by the Notary Public/First Class Magistrate (in Original) on a non-judicial stamp paper of Value Rs. 20/- (Rupees Twenty Only) that there are no cases filed by the Drug controller pending against the bidder.
3. Bidder should have at least One year experience in operation and maintenance of Pharmacy and have annual turnover of Rs.10 lakhs (**Rs. Ten Lakhs Only**) (Documentary Evidence should be provided).
4. Details of GSTIN and PAN along with a copy of certificate to be attached
5. **Undertaking Letter**- The Bidder must give an undertaking letter in their letter head stating that, they must get drug licence under Pradhan Mantri Jan Aushadi Scheme (PMBJP Kendra's) if contract is awarded to them.

******The tender document with out this undertaking letter will be treated as non responsive bid and it will be summarily rejected from evaluation******

Section V. Institute against the Corrupt and Fraudulent Practices

Institute strictly adheres to its policy against corruption and requires that bidders and their agents, subagents, sub-contractors, suppliers etc. shall not indulge in any kind of corrupt practices, fraudulent practices, collusive practices, coercive practices, obstructive practices or other kinds of corruption declared as crimes under Indian law.

- a) If bidder or their agents, subagents, sub-contractors, suppliers etc. are found, directly or indirectly, involved in such practices, bid or agreement and execution thereof at any stage may be rejected or cancelled as the case may be by the Institute and besides it Institute may initiate legal actions including civil and criminal proceeding.

For the purpose of this provision the terms are defined as follows :

- (i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party ;¹
 - (ii) "Fraudulent Practices" is any act or omission including a misrepresentation which knowingly or recklessly made to mislead another party to obtain financial or other benefit or to avoid an obligation ;²
 - (iii) "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party ;³
 - (iv) "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party ;⁴
 - (v) "Obstructive Practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice ; and / or threatening, harassing or Intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- b) Besides actions under clause (a) Institute may also take action to blacklist such bidder either indefinitely or for a specified period.

¹ For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes Institute staff and employees of other organizations taking or reviewing procurement decisions.

² For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

³ For the purpose of this sub-paragraph, "party" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

⁴ For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

Part - 2

Supply Requirements

Section VI. Schedule of Requirements

Contents

1.	List of Goods and Delivery Schedule
2.	Technical Specifications

NIT, Tiruchirappalli

1. List of Goods and Delivery/comencement Schedule

Item No.	Description of Goods/Service	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
			Earliest Service Period (days)	Latest Service Period (Days)	Bidder's offered /Service period [to be provided by the bidder]
1.	Setting up and Operation of a 24-hour Pharmacy under Pradhan Mantri Jan Aushadi Scheme	Hospital NITT	15	40	

NIT, Tiruchirappalli

**2.PROFORMA FOR TECHNICAL BID
(To be submitted in a Separate Envelope)**

Authenticated certificates, testimonials and proof of similar experience should be produced along with the technical bid.

S.No.	Items/Requirement from the Bidder	Bidders Response should be definite, complete and legible. Use separate sheet wherever necessary.
1	Particulars of remittance of EMD: Specify (a) DD Number (b) Amount (c) Name of Issuing Banker Note: Bids without EMD will be rejected summarily	
2	Particulars of remittance of Cost of Tender Document. Specify (a) DD Number (b) Amount (c) Name of Issuing Banker Note: Bids without cost of tender document will be rejected summarily.	NA
3	Do you satisfy the Minimum requirements for eligibility, set out in pre-qualification of this tender document? And if so, have enclosed documents in support of your eligibility? Please indicate page number in which supporting documents are enclosed?	
4	Name and Complete Postal address of the Applicant or Bidder Firm/Company with phone/Fax/Mobile number	
5	Legal status/Constitution of the Bidder: Please attach self-attested documentary proof for verifying the Authority under which Registered, Registration Number and Place and year of Registration.	
6	Nature of the Business of the Bidder	
7	Year of Commencement of Pharmacy Business	
8	Location of the Registered/Main Office/Head Office	
9	(a) Name, (b) Address, (c) Designation, (d) Phone & Cell Number and (e) E-mail ID of the CONTACT PERSON of the applicant/bidder	
10	Name and Address of your Banker	
11	Do you have Valid Drug License for Retail Chemicals from the Drug Controller or from the Competent Statutory Authority (Please Attach self-attested Xerox copy)	
12	Do have Valid Trade License (Please Attach self-attested Xerox copy) for Operating a Pharmacy	
13	Copy of Income Tax Permanent Account Number (PAN Number) (Please Attach self-attested Xerox copy)	

14	Annual Turnover during the 2017-18 (Profit and Loss Account and Balance sheet duly audited and certified by a Chartered Accountant and Income Tax Return Acknowledgement i.e., ITR MUST be attached)					
15	Latest Income Tax Assessment Completion Certificate/Income tax clearance certificate (In the event of assessment of the recent previous year having not been completed the certificate of the latest assessment completed may be enclosed)					
16	VAT/TIN number (Self-attested copy attached)					
17	GST Number (Self-attested Xerox copy to be attached)					Desirable information
18	Service Tax Registration Number, (Self-attested Xerox copy to be attached)					
20	DETAILS OF ONGOING outlets i.e., CONTRACT UNDER EXECUTION: LIST OF SIMILAR PHARMACY/DRUG OUTLET/CHEMIST OUTLET, IF ANY, BEING OPERATED BY THE BIDDER (Attach complete set of supporting documents and use separate sheet wherever required)					
S.No.	Name of the outlet	Annual Turnover under the outsourcing contract and Discount offered on the MRP price	Date of commencement of the outsourcing contract	Period of the Outsourcing contract	Name address and telephone number to whom references can be made	Remarks, if any
21	Whether an Affidavit duly attested by the Notary Public/First Class Magistrate (in Original) on a non-judicial stamp paper of Value Rs. 20/- to the effect that there is no vigilance/CBI case/Enquiry by Drug controller pending against the bidder firm/supplier has been enclosed.					

Self-Technical Evaluation to be filled by the bidder

S.No	Technical Evaluation parameters				
1.	Number of Years of experience in the Pharmacy Business		To be filled by the bidder purely based on their eligibility		
	No of years	Marks	Years of experience (A)	Self marks	Enclosed document Page no
	(1-1.5)	10			
	(1.5-2)	20			
	(2 and above)	25			
	Remarks if any				
2.	Number of branches / outlets Which includes Pradhan Mantri Jan Aushadi Scheme pharmacy also operated by the bidder		To be filled by the bidder purely based on their eligibility		
	No of Branches	Marks	No of Branches (B)	Self marks	Enclosed document Page no
	1	10			
	2	20			
	3 and above	25			
	Note*	Provide Details related to all branches Which includes Pradhan Mantri Jan Aushadi Scheme pharmacy also (Address, No of Employees, Turnover in each branch)			
	Remarks if any				

3.	Total annual Turnover in all branches		To be filled by the bidder purely based on their eligibility		
	Amount in Lakhs	Marks	Total annual turnover in lakhs (C)	Self marks	Enclosed document Page no
	10-100	10			
	100-300	20			
	300 and above	25			
	Note*	Provide Details related to total annual turnover in all branches, along with necessary proof of audited document and IT returns			
	Remarks if any				

4.	No of Pradhan Mantri Jan Aushadi Scheme shops operated by bidders		To be filled by the bidder purely based on their eligibility		
	No of Branches	Marks	Total No of Branches (D)	Self marks	Enclosed document Page no
	1	10			
	2	20			
	3 and above	25			
	Note*	Provide Details related to exclusive Number of Pradhan Mantri Jan Aushadi Scheme shops alone operated by bidders with proof of License.			
	Remarks if any				

Total Marks given by the bidder in self-evaluation

Evaluation Parameters		Marks Given by the bidder
1	Number of Years of experience in the Pharmacy Business (A)	
2	Number of branches / outlets Which includes Pradhan Mantri Jan Aushadi Scheme pharmacy also operated by the bidder (B)	
3	Total annual Turnover in all branches (C)	
4	No of Pradhan Mantri Jan Aushadi Scheme shops operated by bidders (D)	
Total Marks out of 100		

Minimum Eligibility marks for price bid opening-

Bidder must obtain Minimum 40 Marks to qualify them for price bid opening.

Signature, Seal of the bidder with date

Name

Designation.....

CERTIFICATE AND UNDERTAKING BY THE BIDDER

1. Certified that our firm/company was not convicted by any Court of Law for violation of Drugs and Cosmetics Act.
2. Certified that no litigation is pending in any court of Law against our firm for Violation of Drugs and Cosmetics Act.
3. Certified that no Criminal Proceedings were initiated by CBI/State CBCID/Drug Controller at any point of time from the inception of the firm/company against our firm/company for violation of any statutory law including the Drugs and Cosmetics Act.
4. Certified that no Criminal Proceedings instituted against our firm/company by CBI/State CBCID/Drug Controller for violation of any statutory laws including the Drugs and Cosmetics Act is pending at present.
5. It is hereby declared that I/we the undersigned, have read and examined all the terms and conditions etc., of the tender document for which I/We are agreeing for.
6. It is also certified that all the terms and conditions of the tender are fully acceptable to me/us and I/we will abide by the conditions.
7. I/We hereby declare that our proposal is made in good faith, without collusion and fraud. No forged/tamper documents are produced with tender form for gaining unlawful advantage. We understand that NIT, Tiruchirappalli is authorized to make enquiry to establish the facts claimed and obtained confidential reports from clients.
8. In case if its established that any information provided by us is false/misleading or in the circumstances where it is found that we have made any wrong claims, we are liable to forfeiture of EMD and/or any penal action and other damages including withdrawal of all work/purchase orders being executed by us. Further, NIT, Tiruchirappalli is authorized to blacklist our firm/agency/company and debar us in participating in any tender/bid in future.
9. I/we assure that I/We will not be subletting any work specified in the tender document, to any other firm. Neither I/We, nor anybody on my/our behalf will indulge in any corrupt activities/practices in my/our dealing with the NIT, Tiruchirappalli.
10. I/We further certify that I/We possess all the statutory/non-statutory registrations, permissions, approvals, etc., from the competent statutory authority for setting up and operating a pharmacy.
11. We understand that NIT, Tiruchirappalli is not bound to accept the lowest or any bid that NIT may receive.
12. I/We have no objection in NIT, Tiruchirappalli verifying any or all the Information furnished by us, in the technical bid with the concerned authorities or from our present or past clients.
13. I/We hereby declare that this tender on acceptance communicated by you shall constitute a valid and binding contract between us.
14. I/We certify that no addition/modification/alteration has been made in the Original Tender Document. If at any stage addition/modification/alteration are noticed in the Original Document, NIT, Tiruchirappalli can reject the tender and/or cancel the contract.
15. I/We certify that the Technical Bid, Annexure to the Technical Bid, if any, and the Price Bid submitted by us are duly page numbered, signed and stamped.

Signature, Seal of the bidder with date

Name

.....

Designation.....

Part - 2
Contract
CONTRACT SPECIFIC CONDITIONS

1. The Licensee should engage all the time a qualified pharmacist with a diploma/degree from a Government recognized Institute (Recognized by Pharmacy Council of India).
2. The Licensee will be responsible for all clearances/formalities from State/ central Drug Controller for opening Pharmacy/Chemist Shop in the space provided by the NITT.
3. The Licensor reserves their right, at any point of time to create additional facilities for growing requirement of the licensor and that the Licensee should not object to the NITT for granting any other license for similar facility at the NITT, Hospital Premises.
4. The Licensee shall be responsible for making available adequately trained & qualified staff in sufficient numbers in the licensed premises as per the provisions of Drugs and Cosmetics Act, 1940 & rules made thereunder. Limited accommodation on payment may be provided based on the availability.
5. Necessary furnishing has to be made by the Licensee on their own. Licensee will be allowed to put up pharmacy name board at specified area identified by Licensor in the Hospital. Licensee shall have right to do transact in 24 hours a day on all days of the week within the agreed terms and conditions specified in the content.
6. Copy of Drug License issued by the competent authority shall be prominently displayed in the NITT Hospital Pharmacy.
7. Pharmacy must be kept open 24 hours a day on all days of the week and drugs must be issued at all times.
8. Personnel employed by the successful bidder should possess valid Certificate/License issued by the competent authority for dispersing the drugs/pills/medicines prescribed by the doctors of NITT. Any violation of this clause will be treated as breach of agreement.
9. Licensee will stock and issue drugs listed under the Pradhan Mantri Jan Aushadi scheme. Drugs for which equivalent composition is not available in the Pradhan Mantri Jan Aushadi scheme List shall also be stocked. Licensee will submit two complete list of drugs and medical/surgical items in Pradhan Mantri Jan Aushadi scheme and other than item that will be stocked at the NIT Hospital pharmacy, with their rate of charges and minimum stock quantity and get it approved by the doctors of NITT. Any changes in the list must be approved by the doctors/or the person nominated by the Director NITT. Licensee is not allowed to stock, issue or sell any other item not found in the list at any time. Doctors or a person authorized by him/her shall be permitted to conduct surprise checking in the pharmacy at any time. If violation is found, suitable action will be initiated to cancel the agreement.
10. Licensee has to give the drugs in the accepted discount on the MRP as mentioned in the price bid (Discount rate is applicable for drugs if equivalent composition is not available in Pradhan Mantri

Jan Aushadi scheme listed Medicines) on the prescription issued by the Institute doctors of NITT. The Discount offered should be kept firm throughout the License Period. No Taxes of any kind are chargeable extra on the discounted price. Means discounted price will be inclusive of all taxes and duties as may be applicable. Licensee is instructed to put up display of discount boards for specified items at specified area identified by Licensor in the Hospital.

11. The Licensor will issue a Reimbursable list of drugs/surgical items authorized by doctors for issuing to the eligible NITT patients. No alteration in the list will be allowed without a written consent of the NITT administration.
12. Treating doctor at Institute Hospital will issue an authorized drug prescription to eligible patients. The prescribed drugs/surgical items found in the reimbursable list have to be issued to the patients without charges, for which licensor will reimburse the charges.
13. Prescribed items in the prescriptions that are unavailable at any given time may be substituted only on express approval with signature from the doctor who prescribed.
14. Items in prescription, if unavailable at any given time must be delivered to the patients within two working days of the date of prescription. The due register must be followed and get signature from administrative liaison doctor every day.
15. Performance improvement guidelines pertaining to ordering, dispensing and administering of medications may be issued from time to time by the doctors of NITT as and when necessary. Such guidelines must be adhered to by the Licensee.
16. Cost of any drug or any other items not found in the reimbursable list will not be reimbursed. However, if stock is available in the pharmacy the same can be sold on receipt of payment from patients with proper billing. It is the responsibility of licensee to maintain this account on their own as per rules.
17. A list of pharmacist and others working in the pharmacy must be submitted, with their details including their educational qualification, pharmacy council registration, experience, address, contact phone number etc., to doctors for necessary permission and security pass. All those working in the pharmacy shall maintain the code of conduct and courteous behavior mandated by the licensor.
18. The Licensee has to agree to all the terms and conditions, stipulated in the tender documents.
19. The prescribed medicines and other items shall not be substituted without approval of doctors failing which a penalty of Rs. 500/- (Rupees Five hundred Only) will be levied for each occasion and deducted from the monthly bill of the licensee or from the security deposit.
20. The Licensee shall ensure that all the medicines and consumables/surgical items (Particularly lifesaving drugs) which are prescribed by the NITT doctors are available at the shop.
21. The Licensee will have to install a separate refrigerator for storage of vaccines. The Licensee will ensure that functioning of this refrigerator round the clock.

22. The Licensee shall ensure provision and sale of quality of products, medicines and drugs etc., and in no case the items which are spurious or expired should be stocked and sold by the licensee. Breach of this condition will entail immediate suspension or cancellation of the license and subsequent blacklisting by NITT.
23. The Licensee must give receipt for all sold items to the customers without any demand failing which a penalty of Rs. 1,000/- (Rupees One Thousand Only) will be imposed upon the licensee for every lapse and his license may also be liable for termination by the NITT.
24. Licensee will ensure that the entire transactions are computerized and software is made compatible with the hospital software(MIS) with ease transfer of date between two software.

GENERAL TERMS AND CONDITIONS

1. **Duration of License:** The License for running a pharmacy will be awarded for a period of 2 (Two) years with effect from the date of Commencement of License and extendable for one more year based on the performance at the discretion of competent authority.
2. Security Deposit of six months license fee to be deposited within five (5) days from the date of award of contract. Security deposit is refundable without interest within ninety (90) days from the date of termination/expiry of the License after deducting all dues against the License. The receipt relating to security deposit should be produced by the selected service provider well in advance before signing the agreement.
3. **Validity of Tender:** 120 days from the date of opening of the Commercial Bid of tender, EMD will stand forfeited if the tenderer backs out within the validity period of 120 days.
4. The NITT reserves the right not to accept the lowest or any tender without assigning any reason.
5. The NITT reserves the right to terminate the contract without assigning any reason for violation of any terms and conditions of License by the licensee.
6. If any litigation arises on account of default of the licensee in running the Hospital Pharmacy as per the statutory requirements and the licensor becomes a necessary party in the court, the licensee shall have to bear the expenses to be incurred for such litigation.
7. The Licensee in his own interest may carry out minor, repair and maintenance, of shop. AC, Furniture/fixtures, stationary and if required connectivity of telephone for proper communication will have to be arranged by the licensee concerned at his own cost. The Licensor shall allow the licensee for painting and white washing without modifications of the existing premises.
8. Security Deposit is liable to be forfeited, if the licensee: (i) Fails to adhere to the terms and conditions of the contract, (ii) Non-availability of common medicines/surgical consumables, etc., (iii) Over-Charging (i.e.) not offering the pre-determined discount and (iv) Non-payment of license fee/any other dues.
9. The Licensee shall indemnify the licensor against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the licensee in execution of or in connection with the work of this contract and against any loss or damage to the hospital in

consequence to any action or suit being brought against the licensee for anything done or committed to be done in the execution of this contract. The licensee will abide by the job, safety measures prevalent in India and will free the hospital from all demands or responsibilities arising from accidents or loss of life, the cause of which is the licensee's negligence. The licensee will pay all indemnities arising from such incidents, without any extra cost to NITT hospital and will not hold the NITT hospital responsible or obligated. The licensor may at its discretion and entirely at the cost of the licensee defend such suit, either jointly with the licensee or singularly in case the latter chooses not to defend the case.

10. On expiry of license period, the license shall stand automatically cancelled. The licensee should quit the premises under his occupation on expiry of license period or in case of termination of license whichever is applicable.
11. Space of 69.21 SQ. metres (745 Sq. Feet) is available for pharmacy at NITT Hospital, with a monthly license fees **Rs. 11,200/- (Rupees Eleven Thousand and Two Hundred Only)** per month for the total space subject to change as per the change in GoI guidelines Actual licence fee will be based on the minimum space utilized by the licensee (as prescribed by govt. norms) and the electricity charges as per consumption by the licensee. The licensee shall remit the license fees, electricity charges within 10 days from the date of demand notice.
12. The Licensee shall make payment of monthly license fees etc., through Bank and furnish documentary evidence to the Office of the Dean (ID). That in the event of failure to pay the license fee and other charges by due date, simple interest @ 12% will be levied.
13. **Penalty:** If the Licensee is not able to provide the pharmacy service for any particular day, a penalty of Rs. 5,000/- (Rupees Five Thousand Only) shall be deducted from the amount payable to the Licensee for that month for his services.
14. The Licensee has to execute and sign a license deed on Rs. 100/- (Rupees One Hundred Only) stamp paper as per the format of NITT. The format for the same will be specified by NIT Tiruchirappalli.
15. The competent courts at Tiruchirappalli shall have jurisdiction to decide the disputes which arose under this contract.

BOOKS OF ACCOUNTS, BILLING AND PAYMENT

1. The Licensee shall have to maintain proper books of account along with supporting vouchers, Stores Accounts of Drugs reflecting the everyday transaction of purchase and sale of Medicine with batch numbers, date of manufacture and date of expiry.
2. For each sale the licensee shall issue a computer generated receipt which includes : Serial Number, Name of the patient, Patient ID, Date of sale, Name of the medicine, for Consumables (C)/Surgical (S), The batch Lot Number, Dates of manufacturing, Date of expiry, MRP (inclusive of all taxes and duties), agreed Discount thereon, Net Amount.
3. Licensee shall raise a claim bill on NITT for the medicines/drugs/surgical items sold to the NITT patients in the month at the rate MRP Rate minus Discount Agreed. The Claim bill along with original prescriptions, has to be submitted to the Administrative Liaison Doctor of the NITT in the first of week of every month for due verification and forwarding for payment. The bill may be submitted day wise/patient wise or as decided by the Licensor.

4. The Licensee shall, as far as possible, ensure use of bar coding on each item and optical scanner at point of sales. The Licensee shall sell only approved brands of both medical and surgical items.
5. The accounts/documents shall all the times be kept open for inspection by NITT in such manner as may be prescribed. The Licensee shall provide to the NITT, if so required by the NITT, Statement of audited accounts in such manner and within such period as the NITT may prescribe.
6. The Licensor shall have the right to conduct surprise check by the institute pharmacist to verify whether the chemical composition of the medicines of all sorts offered to the patients conform to the prescription of the doctor and to verify, on random basis on any day, by deploying an authorized person whether the licensee offers the discount quoted by the licensee in the tender for the sale of medicines. The licensee shall co-operate for such surprise checking/verification.
7. NITT may at any time recheck the monthly bills of the licensee as a result of any objection by statutory auditors/internal audit regarding over payment to the licensee and may recover such over payment from the pending bills of the licensee or the security deposit paid by the licensee.
8. In case any unsatisfactory performance was noticed with regards to maintenance of Accounts, at the discretion of the NITT the license shall be penalized or terminated.

TERMS RELATING TO MAINTENANCE OF PREMISES

1. The Licensee shall use the premises solely for the purpose for which it has been licensed out and shall not part with the premises/sublet the premises to any one directly or indirectly. The Licensee will not be permitted to franchise the shop for any commercial activity.
2. The Licensee shall keep the premises in a clean sanitary and tenable condition.
3. The Licensee shall not make any alteration/amendment to the structure/shop. Violation of this clause will lead to cancellation of license by the licensor.
4. On expiry of the license period or on termination of the license by the Director, NITT on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the premises to NITT in good condition and in peaceful manner.
5. The License for the premises shall be valid for a period of two years from the date of commencement of license and extendable one more year based on the performance at the discretion of Director, unless terminated earlier on account of the following: (a) By giving 30 (Thirty) days' notice in writing from either side without assigning any reason. (b) Terminated by NITT on a short notice on account of unsatisfactory performance of the successful bidder.
6. In the event of breach of any of the terms and conditions the License, the Deed of License is liable to be cancelled with one-month notice as provided in the License deed.
7. No exclusive possession has been given to the Licensee. The right to do the business will only be given to the Licensee.
8. The Licensee should not be giving any room for any complaint from staff/student/residents or by the Hospital Committee. A complaint register must be kept visible with notification and get signature from administrative liaison doctor on every Friday. If any complaints received, it should be rectified immediately within the time given by the NITT.

9. At all times during the tenure of the license agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and NITT shall not be responsible for any loss or damage caused to the Licensee on any accounts whatsoever. Appropriate firefighting equipment shall be installed to meet any eventuality.
10. The Licensee shall not terminate the license before the expiry of the period of the license except by giving 60 (Sixty) days' notice in writing, otherwise the Licensee shall be liable to pay to the NITT (without any demur or question) such amount of money as the NITT may decide as due to it by the Licensee. The License can be terminated by the NITT by giving 30 days' notice or a new setup is start whichever is later in writing without assigning any reason thereto.
11. In the event of any default, failure, negligence or breach, in the opinion of the NITT on the part of the Licensee in complying with all or any of the conditions of the license agreement, the NITT will be entitled and be at liberty to terminate the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee.
12. The Licensee is expected to adhere to the mandatory rules stipulated by the State/Central Government enforces by such authorities from time to time. The Licensee and his servants shall observe, perform and comply with all rules and regulations of the Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by the NITT and or local body or administration in force from time to time and the business which the Licensee is allowed to carry on under this deed of License.

Part-4
Bidding Forms & Contract Forms
Section IX : Bidding Forms

Table of Forms

1.	Tender Form (Techno commercial un-priced Bid)
2.	Tender Form (Price Bid)
3.	Bidder Information Form
4.	Manufacturer's Authorization

NIT, Tiruchirappalli

(i) TenderForm

(Techno commercial un-priced Bid)

(On the letter head of the firm submitting the bid)

Tender No.

To

The _____

Dear Sir,

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 meet the eligibility requirements and have no conflict of interest ;
3. I/We have not been suspended nor declared ineligible in India ;
4. I/We offer to supply/services in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods : *[insert a brief description of the Goods and Related Services]*;
5. I/We offer to supply/ services the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 120 days from the date of opening of the tender.
6. I/we shall be bound by a communication of acceptance issued by you.
7. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications/requirements quoted in the Schedule hereto and am/are fully aware of the nature of the goods/ service required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
8. A crossed Bank Draft in favor of the Director, National Institute of Technology, Tiruchirappalli for Rs. _____ (Rupees _____ only) as Earnest Money is enclosed. The Draft is drawn on _____ Bank payable at Tiruchirappalli.
9. The following have been added to form part of this tender.
 - (a) the schedule of requirements
 - (b) Income Tax Return.
 - (c) Copy of last audited balancesheet.
 - (d) Copy of Valid GST/TAN/TIN.
 - (e) Copy of relevant major service orders valuing more than Rs.(_____)

estimated cost/- executed during last two years for Govt. Depts., PSUs & Central Autonomous bodies.

- (f) Proof of valid drug licenses issued by competent Authority.
 - (g) Statement of deviations from financial terms & conditions, if any.
 - (h) Any other enclosure. (Please give details)
10. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
11. Certified that the bidder is :
- (a) A sole proprietorship firm/Individual and the person signing the bid document is the sole proprietor / constituted attorney of the sole proprietor,
- Or**
- (b) A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.
- Or**
- (c) A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the biddocument).

12. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.
13. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents ;
14. We are not participating, as a Bidder or as a sub contractor, in more than one bid in this bidding process, other than alternative bids submitted ;
15. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder*	:	
Name of the person duly authorized to sign the Bid on behalf of the Bidder**	:	
Title of the person signing the Bid	:	
Signature of the person named above	:	
Date signed	:	

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

Yours faithfully,

(Signature of bidder)

Dated this day of _____

Address:
.....
.....
.....

Telephone No.: _____

E-mail _____

Company seal

Tender Form

(Priced Bid)

(On the letter head of the firm submitting the bid document)

To

The _____

Ref : Tender No.....Dated:

Sir,

Having examined the bidding documents and having submitted the techno commercial unpriced bid for the same, we, the undersigned, hereby submit the priced bid for the services as per the schedule of requirements and in conformity with the said bidding documents.

1. We hereby offer the Services at the discounted rates of MRP for the drugs/items not available under Pradhan Mantri Jan Aushadhi scheme list mentioned in the enclosed schedule of requirement.
2. We do hereby undertake that, in the event of acceptance of our bid, the Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.
3. The discount offered on MRP is inclusive of all charges. We enclose herewith the complete Financial Bid as required by you. This includes :
 - a. Price Schedule (Bill ofQuantity-BOQ).
 - b. Statement of deviations from financial terms andconditions.
4. We agree to abide by our offer for a period of 120 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
5. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.
6. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract : **[insert complete name of each**

Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commissioner gratuity]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

7. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;and
8. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/ constituted attorney of sole proprietor/individual,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document.)

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Signature of Bidder_____

Dated this day of _____

Details of enclosures_____

Full Address:_____

Telephone No._____

Mobile No.: _____

E-mail: _____

Company Seal

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date : [insert date (as day, month and year) of Bid Submission]

ADVT. No. : [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name : <i>[insert Authorized Representative's name]</i> Address : <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers : <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
1. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement. <input type="checkbox"/> In case of Government-owned enterprise or institution, documents establishing : <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Bidder is not dependent agency of the Purchaser
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

	Forms	Page No
1.	Tender Acceptance Letter	

NIT, Tiruchirappalli

Tender Acceptance Letter

(To be given on Company Letter Head)

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. :

Name of Tender / Work :

Dear Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s)namely:

as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from PageNo. _____ to _____ (including all documents like section(s), schedules(s) etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department/organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

COMMERCIAL/PRICE BID
(To be submitted in a separate Sealed Envelope)

S.No.	Classification of Drugs	Discount Offered on the MRP. of the Drug (in Figures and Words)
1	For Drugs /items not available under Pradhan Mantri Jan Aushadi Scheme list	

**Signature of the authorized
signatory with Seal**

VERY IMPORTANT NOTE

1. Percentage discount will become applicable on the MRP mentioned and will be inclusive of GST etc.
2. The List of drugs the prices of which are available under Pradhan Mantri Jan Aushadi Scheme should be enclosed to the price bid.
3. Any addition or deletion to the list of drugs the prices of which are Controlled by Pradhan Mantri Jan Aushadi Scheme. should be intimated to the Institute immediately with copies of Govt. notification/order for such addition/deletion.
4. The Discount offered should be kept firm throughout the License Period.
5. No Taxes of any kind are chargeable extra on the discounted price. Means discounted price will be inclusive of all taxes and duties as may be applicable.
6. **Price Bid evaluation criteria -**

The Purchaser shall compare the discount offered prices of all technically qualified bids to determine the highest discount rate of evaluated bid and if any bidders have quoted same discount rate then the preference will be given to bidders having highest technical marks, if technical marks are also same, then preference will be given to the bidders having more number of branches.