

## **NATIONAL INSTITUTE OF TECHNOLOGY Arunachal Pradesh (AP)**

Registrar NIT Arunachal Pradesh, invites Tender for opening and running a “24x7” Pharmacy / Chemist Shop” on behalf of Director NIT Arunachal Pradesh in the premises of NIT Arunachal Pradesh for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices etc. to patients only against valid prescriptions of registered doctors at approved discounted rates.

The tender notice can be downloaded from the Website of the NIT AP: [www.nitap.ac.in](http://www.nitap.ac.in). The cost of tender document is to be tendered in the form of pay order / draft draw in favour of “Registrar, NIT Arunachal Pradesh” along with bid. Minimum requirements for eligibility:

1. The chemist must hold valid licenses as on the date of Bid opening in specified forms for various categories of allopathic medicines issued by the Drug Control authority of the State under the provisions of Drugs and Cosmetics Act, 1940.
2. The chemist must not have been convicted by the State Drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.
3. Chemist should have at least three years’ experience in selling / dispensing the medicines / surgical consumable etc.
4. GST/VAT Registration certificate should be available with the bidder.
5. TIN be allotted to the firm.

The Registrar NIT Arunachal Pradesh reserves the right to reject all / any application received from the Chemists without assigning any reason thereof.

Last date for submission of tender is **25/02/2020 by 5.00 pm**, in the O/o the **Assistant Registrar, NIT Arunachal Pradesh, Mr. Taba Tadhe Goyang (Mob No. 9436634198)**.

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**Registrar**  
**NIT Arunachal Pradesh**

**Tender document for opening and running a“24x7” Pharmacy / Chemist Shop” in the premises of NIT Arunachal Pradesh (Jote Campus) for supply of Medicines/Surgical Consumables/Implants/Orthotic and Prosthetic Devices etc. to patients only against valid prescriptions of registered doctors at approved discounted rates.**

### **Bidding Schedule**

The detailed schedule for the same is as follows:-

1. Price of Bid documents: Rs.1,000/- in the form of demand draft drawn in favour of NIT Arunachal Pradesh.
2. Issue of blank Bid documents: Tender document will be available on the institute website from where it may be downloaded.
3. Web site address for blank bid: [www.nitap.ac.in](http://www.nitap.ac.in).
4. Date of floating the tender : \_\_\_\_\_
5. Method of submission: By Hand/By Post
6. Last date & time for submission of Bid:\_\_\_\_\_
7. Date & Venue for Tender Opening:\_\_\_\_\_

In case the tender documents are downloaded from the website. The bidders may download the tender documents directly from the website available at [www.nitap.ac.in](http://www.nitap.ac.in). In such case, the bidders are required to submit the tender cost fee of Rs. 1000/- (non-refundable) by way of separate demand draft drawn in favour of NIT Arunachal Pradesh, and the same should essentially be enclosed along with the technical bid. The bidders should specifically superscribe, “downloaded from the website” on the top left corner of the outer envelope containing techno-commercial bid & price bid separately through online mode. The tenders not following the above procedure will be summarily rejected. Tenders should be submitted in two stage–two envelope system;

Part-I containing technical bid in one sealed cover and Part-II containing price bids/financial bids to be uploaded online only. All the pre-qualification documents as required in the tender document should invariably be accompanied with the technical bid. Tenders submitted without complying with the directions as above will be summarily rejected.

### **Check List**

Certificates / Documents required to be submitted in the Techno-financial bid. The prospective bidders have to submit the following certificates / documents invariably along with Technical Bid. If these documents are not submitted/ conditions not met, the quotation shall be summarily rejected and no further correspondence, in this regard shall be entertained.

**Part I (Technical Bid)**

<b>Sl. No.</b>	<b>Documents To be Submitted</b>	<b>Document Enclosed YES / NO</b>	<b>If Yes, Mention the Page No /Annexure No Where mentioned/ attached</b>	<b>Remarks</b>
1	Duly attested copies of valid licenses held by the bidder as on the date of Bid opening in specified forms of various categories of allopathic medicines issued by the Drug Control authority of the State under the provisions of Drugs and Cosmetics Act, 1940 and rules made there under.			
2	Copy of Declaration of bidder as per Annexure- A duly signed.			
3	Copy of the valid Registration Certificate of the organization as per the applicable act along with the list of Executive Members of the Organization/ Trust/ Firm			
4	TIN & Sales Tax / GST/ VAT Registration Certificate.			
5	Undertaking that the voluntary organization/trust/NGO has not been convicted by State Drugs Controller, and stating that no case is pending against the firm under the “Drugs and Cosmetics Act and Rules” as well as under the “Drugs Price Control Order” issued from time to time.			
6	Copies of the Audited Balance Sheets for the preceding three financial years to establish the turnover of the bidder			
7	Copy of Drug License for preceding three years.			
8	The tender cost fee of Rs. 1000/-(non-refundable) submitted			

**SIGNATURE OF TENDERER**

SECTION –I  
**Instruction to Bidders**

❖ **SCOPE OF WORK**

1. To set up and operate 24x7 Pharmacy / Chemist Shop within the premises of institute for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices etc. on discounted rates.
2. The chemist shop will sell these items through computerized system and will submit the documentary proof of supply of these items to the patients at the approved discounted rates. The space for pharmacy will be provided by NIT AP on nominal monthly rent @per square feet area.
3. To maintain sufficient stock of medicines, consumables, surgical items, Implants, Instruments, etc. for sale at the Pharmacy / Chemist Shop at discounted rates.
4. To sell medicines, surgical items, Implants, Instruments, etc. to patients only against valid prescriptions of registered doctors at pre-approved discounted rates.
5. Chemist will ensure use of bar-coding on each item and optical scanner at point of sales.
6. Expenditure on establishment of shop, broadband Internet connectivity, telephone, Electricity, water etc. shall be borne by the chemist.
7. The selected chemist shall arrange & will be responsible for all clearances /formalities including drugs license from State Drug Controller for opening the chemist shop in the allotted space.
8. Selected chemist shall be responsible for making available adequately qualified staff in sufficient numbers in the shop as per the provisions of Drugs and Cosmetics Act, 1940 & rules made there under.

❖ **ELIGIBILITY**

1. The chemist must be holding valid licenses as on the date of Bid opening in specified forms for various categories of allopathic medicines issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 & rules made there under.
2. The chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the provisions of Drugs and Cosmetics Act, 1940 & rules made there under.
3. That the bidder must have the experience of operating a pharmacy.
4. Copy of the Sales Tax (GST/VAT) Registration Certificate is to be furnished. Organization shall also submit a certificate on the organization letter head stating that up-to-date returns have been filed there are no dues with the concerned department. Prospective bidder will also submit the copies of latest returns filed to the department of trade tax.

❖ **COST OF BIDDING**

1. The bidders shall bear all the costs associated with the preparation and submission of their bid. The Institute in no case will be responsible or be liable for these costs regardless of conduct or outcome of the bidding process.

## ❖ **BIDDING PROCEDURE, SIGNING AND SEALING OF BIDS**

The bidder must submit his Bid in two parts as mentioned below:

Part 1: “Technical Bid”

- Documents establishing Bidders eligibility (Technical Bid): The following documents should be submitted along with the tender bid as mentioned below.
- Duly attested copies of valid licenses held by the bidder as on the date of Bid opening in specified forms for various categories of allopathic medicines issued by the Drug Control authority of the State under the provisions of Drugs and Cosmetics Act, 1940 and rules made there under.
- Copy of Drug License for preceding three years would be required.
- Copy of Declaration of bidder as per Annexure–A duly signed.
- Copy of the valid Registration Certificate as per the applicable Act along with the list of Executive Members of the Organization/ Trust/ Firm & TIN & Sales Tax / GST/ VAT Registration Certificate.
- Undertaking that the voluntary organization /trust/NGO has not been convicted by State Drugs Controller, and stating that no cases pending against the firm under the “Drugs and Cosmetics Act and Rules” as well as under the “Drugs Price Control Order” issued from time to time.
- Copies of the Audited Balance Sheets for the preceding three financial years to establish the turnover of the bidder.

## ❖ **PERIOD OF CONTRACT**

The contract shall initially be for a period of three years from the date of the signing of contract. However, strictly on the basis of the satisfactory performance it may be extended for a further period of two years on the same terms and conditions for each successive year, on approval of competent authority.

## ❖ **RIGHT TO ACCEPT / REJECT ANY BID**

NIT Arunachal Pradesh reserves the right to annul the bidding Process and reject all bids at any time without assigning any reasons and without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such decision.

## ❖ **PERFORMANCE SECURITY GUARANTEE**

The successful bidder will have to furnish a Performance Bank Guarantee for an amount of Rs. 30,000/- (Rupees thirty thousand only) either in the form of Bank Guarantee valid for 36 months (as per format at Annexure –B ) issued by the Scheduled Bank or through Demand Draft payable to “NIT Arunachal Pradesh”. No claim shall be made against NIT AP in respect of interest if any due on the Performance Security. The Performance Bank guarantee should remain valid up to six months beyond the validity of the contract.

## ❖ **INDULGENCE IN CORRUPT OR FRAUDULENT PRACTICES**

1. The Institute requires that the Bidder under this bid observes the highest standards of ethics during the procurement and execution of this contract.
2. In pursuance of this policy, the terms are set forth with as follows:
  - “Corrupt practice” means offering, giving, receiving or soliciting anything of value to influence the action of the public official in the contract execution; and “fraudulent practice” means misrepresentation of facts in order to influence the execution of the contract to the detriment of the Institute, and it includes

collusive practices among Bidders (prior to or after bid submission) designed to deprive the Institute of the benefits of free and open competition.

- The Institute will reject a proposal for award if it determines that the bidder recommended for award was engaged in corrupt or fraudulent practices in competing for this contract.
- The Institute will declare a firm ineligible, either indefinitely or for specified period of time, for award of the contract if at any time during tendering or, contract period it determines that the firm was engaged in corrupt and fraudulent practices in competing for or in executing the contract.

## **Part 2:**

### **❖ Financial Bid**

- Duly filled-in prescribed Bid Form(Price Bid as per Annexure C) containing the discount offered on MRP will have to be uploaded. The discount offered will have to be more than 05% of MRP, in any case, on all items across the board, to be sold at the pharmacy/chemist shop in the space provided by NIT AP in Health centre.
- Contract will be awarded to the bidder who will quote for maximum percentage of discount on printed MRP on all items across the board, subject to fulfilment of technical bid and all other terms and conditions.

### **❖ Percentage discount will become applicable on the MRP mentioned and will be inclusive of GST/VAT etc. No taxes of any kind would be levied on the discounted price.**

- The Bid is liable to be rejected, if the required information / documents have not been furnished as asked for Individual signing the Bid and other documents must specify whether he signs as a partner of the organization/trust/NGO. If it is in joint ownership/trusteeship/partnership then in that case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration. A person signing the Bid form or any document forming part of the bid on behalf of another shall be deemed under warranty that he has authority to bind with his acts on such other person. If on enquiry, it appears that the person so signing has no authority to do so, the NIT AP without prejudice to other Civil and Criminal remedies, can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.

### **❖ PERIOD OF VALIDITY OF BIDS**

The Bids shall be valid for acceptance for 90 days after the date of bid opening and shall be further extendable by another 30 days at the request of NIT AP.

### **❖ INVENTORY MANAGEMENT**

- Inventory management will be through computerized system.
- Periodical inspection by the duly constituted Monitoring committee will be carried out to verify the stock position of medicines, cold chain maintenance, bar coding etc.

### **❖ PENALTY**

In case the chemist fails to supply the prescribed medicines and other items, a penalty will be imposed which has to be decided on the merit of the complaint by the Competent Authority.

❖ **PERFORMANCE SECURITY.**

To sign the contract in accordance with the terms and conditions, and to furnish Performance Security as per the terms and conditions. Performance Security is liable to be forfeited if selected chemist:

- Fails to adhere to the terms and conditions of the contract
- Supplies any sub-standard, spurious medicines, substituted drug/molecule, etc.
- Non-availability of common medicines/ surgical consumables, etc. & over-chargingi.etc. Not offering the pre-determined discount & Non-payment of rent / any other dues.

❖ **SUBMISSION OF BIDS**

Bidders will submit all the Bid documents, under two-bid system (Technical Bid in separate Sealed covers & online Price Bid), only by hand or, by post in the name of “Registrar NIT Arunachal Pradesh”.

❖ **OPENING OF BIDS**

Tender (Technical Bid) shall be opened in the **office of Assistant Registrar, NIT Arunachal Pradesh, Mr. Taba Tadhe Goyang (Mob No. 9436634198)** on ..... at .....

❖ **MISCELLANEOUS**

The successful Bidder’s Earnest Money will be returned upon the Bidder executing the Contract and furnishing the Performance Security. Unsuccessful Bidder’s Earnest Money will be returned within 30 days after the successful completion of the tender process.

## **SECTION –II**

Terms and Conditions of Contract: -

❖ **NON SUBSTITUTION**

The chemist will not change Drug / Molecule mentioned by the treating doctor. In case of request for specific brand of medicines, the brand shall not be substitute directionally. However, the chemist shop will be provided with a list of all the standard manufacturers; duly recommended by the Monitoring Committee constituted by the Director, NIT AP.

❖ **PACKED SUPPLIES**

Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular medicine /drug on any particular day.

❖ **INDIVIDUAL PACKETS**

The chemist shall put all medicines / surgical items as per prescription per patient in one packet.

❖ **LIFE PERIOD OF MEDICINES SUPPLIED**

Every medicine has its own shelf life period mentioned on the label of medicine /surgical consumables. The shelf life of medicines / surgical consumables supplied should not have passed more than half of its shelf life at the time of supply.

❖ **PERFORMANCE SECURITY**

The amount of Performance Security shall be liable to be forfeited if the medicines/ surgical consumables, etc supplied by the authorized Chemist against the request placed

on them in pursuance of this contract are subsequently found as having not conforming to quality. Performance Security is liable to be forfeited if selected chemist:

- Fails to adhere to the terms and conditions of the contract.
- Supplies any sub-standard, spurious medicines, substituted medicine etc.
- Non –availability of common medicines / surgical consumables, etc. & Over – charging i.e. not offering the predetermined discount.
- Non-payment of rent / any other dues.

The Chemist should not stop the sale of the Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices . . . etc. without giving 30 days prior Notice to NIT AP.

#### ❖ **PENALTY FOR DEFAULT**

The firm will ensure availability of all medicines & surgical consumables at all times. In case of non-availability of any item, the firm will procure the requisite item from nearby market and provide the same within an hour to the patient.

In case the chemist fails to supply the prescribed medicines and other items, a penalty will be imposed which has to be decided on the merit of the complaint by the Competent Authority.

In case of prescription for specific brand of medicines and other items, the same shall not be substituted. If any such case is noticed during random check / complain by the purchaser etc. after the payment, then chemist will be penalized for Rs. 1000/-plus cost of the specific brand for each such default.

#### ❖ **TERMINATION FOR DEFAULT**

The NIT AP may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder terminate the Contract in whole or part:

- If the bidder fails to provide any or all of the services within the period(s) specified in the Contract
- If the bidder fails to perform any other obligation(s) under the Contract
- If the bidder, in the judgment of the NIT AP has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

#### ❖ **SALE OF MEDICINES etc.**

- Sufficient stock of standard quality of medicines / surgical item / medical implant / Orthotic and Prosthetic Devices at all times will have to be maintained by the chemist.
- The chemist will indicate name of the medicine, quantity, batch number, date of expiry including Discount given in the Cash Memo at the time of supplying the medicines / surgical item to the purchaser.
- The medicines / surgical item etc. to be supplied will be of standard quality. In case, it is found that any particular medicines/surgical item, etc. is expired or is near to the date of expiry, found not of standard quality, substandard or spurious, chemist will liable to be penalized which may include being debarred for a period of 3 years besides other legal action as may be necessitated.
- Medicines / surgical items for the patient shall be supplied in individual packets by the chemist.

#### ❖ **RETURN OF UNCONSUMED STOCK OF MEDICINES /SURGICAL ITEMS**

Chemist will accept the stock of unconsumed / unused stock of medicines / consumable / items etc. from patient, if returned to him in good & original pack within a week of purchase along with the original cash memo and refund the original amount.



❖ **INDEMNITY**

The bidder shall indemnify the Institute against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder 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 bidder for anything done or committed to be done in the execution of this contract. The bidder 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 bidder's negligence. The bidder will pay all indemnities arising from such incidents without any extra cost to hospital and will not hold the hospital responsible or obligated. NIT AP may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

❖ **ARBITRATION**

The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the NIT AP and the Bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration of the Competent Authority who shall give written award of his decision to the Bidder. The decision of the Competent Authority will be final and binding. For all legal matter, jurisdiction will be of Arunachal Pradesh only.

❖ **NOTICES**

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy by post to the other Party's address as below. Notice shall be effective when delivered or on the notice's effective date, whichever is later.

ANNEXURE –A  
Declaration of Bidder

From:  
Complete address of the bidder  
with Phone/Fax & Mobile No.

To:  
The Assistant Registrar,  
NIT Arunachal Pradesh

Dear Sir,

I / We hereby offer to open & run 24 x 7 Pharmacy / Chemist Shop to sell medicines and surgical consumables / implants etc. to patients attending NIT AP as indicated in the Bid notice in the acceptance of Bid at the rate given in Price Bid attached and agree to hold this offer open till\_\_\_\_\_.

I / we shall be bound by a communication of acceptance dispatched within the prescribed time. I / we have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.

I / we are fully aware of the nature of medicines and surgical consumables / implants etc. required; and my / our offer is to sell the medicines and surgical consumables / implants etc. strictly in accordance with the requirements of patient.

I/ we agree to arrange supplies of standard quality drug and surgical consumables / implants.

I / we agree that the supply of aforesaid will comply with provisions of Drugs & Cosmetics Act, 1940 and rules made there under.

My / our organisation has not been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and Rule.

SIGNATURE OF WITNESS  
NAME  
ADDRESS:

SIGNATURE OF BIDDER  
NAME  
ADDRESS:

ANNEXURE –B

**PERFORMANCE SECURITY FORM (PSF) (For an amount of Rs.30,000/- (Rupees thirty thousand only)**

To,

The Registrar  
NIT Arunachal Pradesh

WHEREAS \_\_\_\_\_(Name of successful bidder) Hereinafter called “Successful Bidder” has undertaken, purchase Contract NO. \_\_\_\_\_ Dated \_\_\_\_\_ 2021 to \_\_\_\_\_ .

\_\_\_\_\_ (Description of Services) hereinafter called “the Contract” in pursuance of Tender Document dated \_\_\_\_\_ issued by \_\_\_\_\_.

AND WHERE AS it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee by a scheduled bank for entering into a contract.

AND WHERE AS it has been stipulated by you in the said contract that the successful bidder shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for the compliance with the successful bidder’s performance obligations in accordance with the contract.

AND WHEREAS we have agreed to give guarantee for the successful bidder.

1. Therefore We hereby affirm that we are guarantors and responsible to you up to a total sum of Rs. 30,000/- (Rupees thirty thousand only) and we undertake to pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.
2. A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us notwithstanding any differences between you and successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.
3. In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee.
4. You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and cognitions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forbear from enforcing any of the terms and conditions of

the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.

5. We undertake not to revoke this guarantee during its currency.
6. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.
7. This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of two years or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this day of \_\_\_\_\_  
at \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED

For and on behalf of (Name of the bank)

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

(Name): \_\_\_\_\_

(Designation): \_\_\_\_\_

(Address): \_\_\_\_\_

\_\_\_\_\_

**ANNEXURE –C**

**Part II (Financial Bid)**

From:  
Complete address of the bidder  
with Phone/Fax & Mobile No.

To:  
The Registrar  
NIT Arunachal Pradesh.

Dear Sir,

I/We hereby offer to sell medicines/items to patients at the rate given below:-

1. Uniform Discount on the Printed Maximum Retail Price offered on All items of supply-

Sr. No.	Type of Drug	Minimum Discount	Discount offered (in figures)	Discount offered (in words)
1	All Items	05%		

Note : Bid of firms quoting discount less than 05% on MRP shall be summarily rejected and no correspondence shall be entertained in this regard.

2. I also undertake to keep the above quoted rate of discount on the Printed Retail Price on all items available for sale valid, till duration of this contract.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

\_\_\_\_\_

Rubber Stamp