



NATIONAL INSTITUTE OF TECHNOLOGY, WARANGAL - 506004
TELENGANA (INDIA)

Tender No. NITW/CS-07/2019-20/

Date: 10-02-2020

INVITATION FOR TENDERS FOR OPERATING PHARMACY
AT NITW DISPENSARY

Established vendors/service providers with proven track record and experience in the supply of concerned item/service are invited to submit their most competitive bids on or before **04-03-2020 at 11.00 AM.**

Important Dates:

1.	Pre-Bid Meeting	on 19-02-2020 at 11.00 AM
2.	Tender Opening	on 04-03-2020 at 11.30 AM

Interested eligible bidders may download the set of bidding documents and formats given as Annexures etc. from our website: www.nitw.ac.in. The payment towards the cost of the tender documents and EMD or BG shall be made in the form of Demand Draft obtained from any **Nationalized/Schedule Bank** in favor of “**Director, NIT Warangal**” or **by way of Bank Guarantee (BG)**. **The format of B.G is enclosed as annexure-VI.** EMD on any other firm will not be accepted. The offer without tender fee/cost of documents & EMD will be rejected summarily.

Tender Cost : Rs. 1,000/- + GST @ 18% = 1,180/- (Demand Draft Only)

EMD : Rs. 1,00,000/- (Demand Draft or Bank Guarantee only)

The Original Bank Guarantee (BG)/ Demand Draft (DD) and Tender cost towards EMD (Earnest Money Deposit) & Tender cost shall reach the Institute on or before the due date of Tender, else the Bid will be rejected summarily.

The Institute GSTN/IEC details are as follows.

GST No.	36AACAN7241H2ZK
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I. GENERAL CONDITIONS OF CONTRACT (GCC):

1. **Validity of the offer:** The Offer shall be valid for **90** days from the date of opening.
2. **Clarification of bids:** During opening or evaluation, the purchaser may at its discretion, seek the required clarification from the bidders. However, no change in prices or substance of the bid shall be sought, offered or permitted. If the bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity. Unsigned communication/ bids will not be accepted and will be rejected summarily.
3. **EMD:** EMD for the specified amount shall be submitted along with the offer in the form of Demand Draft or BG obtained from any **Nationalized/schedule Bank** in favour of “**Director, National Institute of Technology Warangal**”, Payable at Warangal. For details refer corresponding specification sheet (SCC). No interest will be paid on the EMD. The EMD will be

forfeited, if the bidder withdraws his tender during the validity period of the bid. Offer without EMD will be rejected summarily.

4. **Prices:** As per the Format under the heading **FINANCIAL BID** is enclosed as Annexure–IV to this bid document. Concessions extended to Educational Institutions, if any shall be mentioned in the offer.
5. **Payment:** Payment will be made through RTGS/NEFT upon receipt of ordered item and its satisfactory performance and on production of bank guarantee at the rate of 10% of the order value wherever applicable.
6. **Evaluation:** Evaluation of the Bids shall be made strictly in terms of provisions and criteria disclosed in the bidding document for the quantities mentioned in the bid. However, the Institute reserves the right whether to purchase the total quantities or in part thereof.

Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotation, cancel the bidding process and reject all quotations at any time prior to the award of the contract. Also, the Director reserves the right to cancel the purchase order if the firm fails to comply with the delivery schedules without any notice and bid security/EMD will be forfeited accordingly.
7. **Security deposit:** The successful tenderer will have to deposit @ 5% of the order value within 07 days of issuance of LOI/order towards security deposit. Else the offer is liable for rejection and the EMD will be forfeited.
8. **Performance Security:** The Institute reserves the right to insist for performance security @ 10% of the order value towards warranty obligations.
9. **Corrupt or Fraudulent practices:** The bidders shall observe the highest standard of ethics during the whole transaction. Contrary to the above the offer will be rejected for award of contract and firms will be declared as ineligible even for further period as deemed fit by the Institute.
10. **JURISDICTION:** The Courts of Warangal alone will have the jurisdiction to try and any matter dispute or reference between the parties arising of this agreement/contract.

In addition, the Special Conditions of Contract (if mentioned along with the specifications of the item) shall supplement these General Conditions of Contract. Wherever there is a conflict, the provisions mentioned in the SCC shall prevail over these General Conditions of Contract.
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Please note that 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 the award of contract, without thereby incurring any liability to the affected Bidder or bidders.

II. SPECIAL CONDITIONS OF CONTRACT (SCC)

A WORD ABOUT NIT DISPENSARY: NIT Dispensary caters to the medical needs of its students, employees and their dependents numbering about 10,000. It largely operates in outpatient mode and is served by residential and consultant doctors. Based on the past records it is seen that approximately Rs.50 lakhs business is possible in every financial year.

Now, open tenders are invited from established vendors having proven track record for the supply of Drugs, Medicines and other related items to operate/run the pharmacy attached to the institute dispensary. The vendors shall comply with all the relevant regulations prescribed medical authorities. According to medical authorities only a retailer or wholesale cum retailer is eligible to run pharmacy in NIT Warangal campus.

The evidences shall be supported by the certified true copies of the documents issued by the appropriate authorities.

Interested parties meeting the requirements may submit their competitive bid in the format given at Annexure IV under the heading "Format for Price Bid" together with the discount offered on MRP of the Medicines and other items to be supplied.

1. The space for pharmacy will be provided on free of cost.
2. Electrical charges on actual consumption basis should be borne by the vender maintaining the pharmacy.
3. Contract will be valid initially for a period of TWO years and renewable for 01-02 years depending upon the satisfactory performance of the firm. However, the Institute reserves the right to cancel the contract at any time giving one-month notice if the performance and the vendor are not satisfactory.
4. The firm shall have a drug license either as a retailer or wholesale cum retailer for the past 03 years i.e., 2016 to 2018 on wards till date. The annual turnover of the firm shall be Rs.50 lakhs or more for each year for the above years. The format given in the form of Annexure-II shall be used. Documentary evidence to be submitted. The tenderer shall submit a report of past experience in handling similar Pharmacy outlets.

(or)

The Bidder shall have a valid agreement with Bureau of Pharma PSUs of India (BPPI), Department of Pharmaceutical, Ministry of Chemicals & Fertilizers, GOI. Documentary evidence to be submitted. Also, the Bidder should be in a position to supply the branded medicines if necessary.

5. The dispensary of medicines will be compulsory handled/issued by qualified pharmacist who has Diploma/Bachelor in pharmacy and shall be an employee of the Bidder.
6. The pharmacy should follow dispensary timings opening ½ hr before and closing ½ hr after.
7. The firm shall have a valid drug license as a retailer or wholesale cum retailer and other related documents if any. Photo copy of the above documents shall be enclosed.
8. The billing shall be through computer and shall provide the data as required by the authorities.
9. The quality of the medicines shall be of that quality/brand including medicines under Pradhan Mantri Jan Aushadhi Yojana (PMJAY) under Department of Pharmaceuticals Ministry of Chemicals & Fertilizers, Government of India and branded medicines,

manufactured by reputed Pharmaceutical as which is prescribed by the medical authorities of the Institute.

10. Payment will be made on completion of month & on submission of necessary Invoices within the period of 3-4 weeks. To comply with the above, the service provider shall submit the list of medicines supplied on every Monday for the period of Monday to Sunday of previous week.
11. The service provider shall provide all Medicines prescribed by NIT Warangal Medical Officers and visiting specialists without any substitution.
12. The Pharmacist shall follow the standard procedures for dispensing medicines by avoiding all sub- standard drugs as directed by the medical authorities of the Institute.
13. The Tenderer shall have his own software and computer operator for maintaining computerized data of patient medical records and should be able to produce soft copy of daily/weekly/monthly basis. Random sales invoices (product wise or patient wise or Doctor Wise) and detailed data shall be made available for cross verification at any given point of time to the concerned authorities on demand.
14. The successful bidder has to deposit @ 5% of the order value with 07 days of issuance of LOI/order towards security deposit. Else the offer is liable for rejection and EMD will be forfeited, in terms of GCC Sl. No. 7.
15. The price list will be decided based on the Maximum discount offered for other than the Medicines procured through Jan Aushadhi. Further, with reference to Medicines procured through Jan Aushadhi, the payment will be made as per the price list of the Jan Ashudhi available in their website as on that date.
16. The medicines manufactured by the reputed pharmaceutical companies are only to be supplied and duplicate / spurious medicines shall not be stocked or supplied. In case, it is found that the supplied / stocked medicine are duplicate / spurious ones, action will be taken as deemed fit as per law & reported to all the concerned authorities.
17. The tenderer should possess and present required licenses viz., Drug License, GST/TSGST License, Solvency Certificate, Latest Assessment reports of Sales Tax, I.T Permanent Account Number, name of the Pharmacist before commencement of the contract and Xerox copies of all licenses required should be submitted and all permits and license obtained at his cost which he may be required to comply with respect to laws, ordinances and regulations of the Government or Public authorities in connection with the performance of his obligation under the contract.
18. The tenderer should disclose the method and procedure for disposal of expired medicines, as per the Government directives. The process of disposal will have to be stated in the Tender, as required by Pollution Control Board.
19. The tenderer has to comply with all statutory requirements with regard to minimum wages, EPF, ESI etc. as applicable under rules from time to time.
20. In case of any dispute between two parties during the course of operation of the contract, both the parties shall agree that Director, National Institute of Technology, Warangal and his decision shall be binding on both the parties.
21. Any legal dispute arising on the Arbitration Award is subject to the jurisdiction applicable to NIT, Warangal.

EMD: RS. 1,00,000/-

Table of contents		
Sl. No.	Description	Page No.
01	Certificate regarding page numbering	
02	Registration and Tax clearance certificate of the supplier issued by the competent authority. (copy enclosed)	
03	GST Registration Number (a certified true copy shall be enclosed).	
04	Manufacturers Authorization Certificate if the offer is from a Distributor / Dealer (original copy shall be enclosed).	
05	Declaration Certificate format given Annexure-II	
06	Annual Turnover of the firm format given Annexure-III	
07	Bank details of the Tenderer format given Annexure-V	
08	Bank Guarantee (B.G) format given Annexure-VI	
09	Financial Bid in a separate envelope. The envelope shall be sealed and titled as Financial Bid for _____ (mention the name of the item) and shall carry the name and address of the firm. format given Annexure-IV	

Annexure II (Format for declaration & to be enclosed as last page of the bid document)

DECLARATION

(To be furnished by the supplier on company's Letter Head)

I/we hereby solemnly declare and affirm that the above documentary evidence/declarations are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been concealed therein.

Date & Seal

Name and Signature
of the competent Authority of the
firm

Annexure-III
(Format for Annual Turnover)

ANNUAL TURNOVER

Sl. No.	Annual turnover w.r.t. Pharmacy			Remarks if any
	2016-17	2017-18	2018-19	
(1)	(2)	(3)	(4)	(5)

Sig. of the Chartered Account with seal

The relevant documents are enclosed as Page Nos. _____

Certified copies of ITRs are enclosed as page Nos. _____

Sig. of the tendered with Seal

Note: (i) Documentary evidence shall be submitted along with the format
(ii) Certified copies of ITRs of the above years shall be enclosed.

Annexure-IV

Financial Bid in a **separate envelope** (small sealed envelope cover in the Technical Bid).

The envelope shall be sealed and titled as

Financial Bid for OPERATING PHARMACY AT NITW DISPENSARY

and shall carry the name and address of the firm.

FINANCIAL BID FOR OPERATING PHARMACY AT NITW DISPENSARY

(To be furnished by the supplier on company's Letter Head)

FORMAT FOR FINANCIAL BID/PRICE BID

Maximum Discount on MRP other than the medicines supplied through Jan

Aushadhi Please mention on Percentage basis: _____

(in words _____)

NOTE: With regard to payment for medicines supplied through Jan Aushadhi Prices will be determined based on the price list available on the website from time to time.

Date & Seal

Signature of the authorized
Signatory of the firm

Bank details of the Tenderer for Refund of EMD & for making payment in case L-1

Name of the Beneficiary <small>(fill in Capital Letter) As per Bank account</small>															
Bank Account No. (Beneficiary)															
Name of the Bank:															
Name of the Branch:															
IFSC Code of the Branch															
Swift Code/BIC Code (if needed)															
PAN No.															
Mobile No.															
Email ID:															

Signature

Name: _____

Designation: _____

of the competent authority of the firm

Date & Seal

FORMAT FOR EMD BANK GUARANTEE

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

1. Whereas
(hereinafter called the “tenderer”) has submitted their offer dated..... for the supply of
(hereinafter called the “tender”) against the Purchaser’s tender enquiry No.
.....

1. KNOW ALL MEN by these presents that WE..... of having our registered office at are bound unto (hereinafter called the “Purchaser”) in the sum of
..... for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of..... 20.....

2. CONDITIONS OF THIS OBLIGATION ARE:

- (i) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (ii) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity: -
 - a. If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b. Fails or refuses to accept/execute the contract.

3. WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

4. This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name of the officer

.....
Designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

PLEASE PASTE THIS SLIP ON YOUR ENVELOPE

Enquiry No. & Date: _____

Name of the Item(s): _____
(as mentioned in the Enquiry)

Due Date: _____

To

TENDER BOX

C/o. DIRECTOR

National Institute of Technology

W A R A N G A L -506 004 (T.S.)

From: _____
