



NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Web: www.nitt.edu

Phone: 9443559525,0431-2503864,3870

e-Procurement Notice

Ref: 256/2022/NITT

Dated: 27.01.2023

Online tenders are hereby invited in **two bid system** from Indian Nationals for **Outsourcing of 24*7 Pharmacy Services - NITT Hospital**

Bidders can download complete set of bidding documents from e- procurement Platform <https://eprocure.gov.in/eprocure/app> from **27.01.2023@6:55PM onwards**. Bidders need to submit the bids online for the interested items by uploading all the required documents through <https://eprocure.gov.in/eprocure/app>.

Last Date/ Time for receipt of bids through e-procurement is: 16.02.2023@4PM (Server time).

Late bids shall not be accepted.

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

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

CRITICAL DATE SHEET

Published Date	27.01.2023@6:55PM
Bid Document Download Start Date	27.01.2023@6:55PM
Clarification Start Date	Not Applicable
Clarification End Date	Not Applicable
Pre bid meeting	06.02.2023@3PM
Venue of Pre-bid Meeting	Hospital office
Bid Submission Start Date	27.01.2023@6:55PM
Bid Submission End Date	16.02.2023@4PM
Bid Opening Date(Technical)	17.02.2023@4PM
Bid Opening Date(Price)	Will be announced after technical evaluation

Note: *Bidder should submit the EMD as specified in the tender. The hard copy should be posted / couriered / deposit in person to the Central Dispatch section / 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.

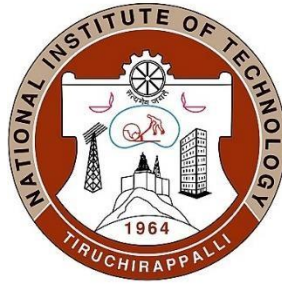
This E-Tender is created and published as per the Recommendations and Approval of the respective Purchase Committee. For further queries / clarifications please contact the contact details available in Section III. BID Data Sheet (BDS).

NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

HOSPITAL

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Tender Document (e - Procurement)

Tender Notification No	:	256/2022/NITT
Date	:	27.01.2023
Name of the Department	:	HOSPITAL
Name of the component	:	Outsourcing of 24*7 Pharmacy Services - NITT Hospital
Service Period	:	1 Year
EMD Amount	:	Rs.42,000/-
Last Date & Time of submission of Tender	:	16.02.2023@4PM
Address for submission of Tender	:	THE DIRECTOR, NIT TIRUCHIRAPPALLI- 15 KIND ATTENTION TO: Dr.K.Chandrika, Medical Officer, HOSPITAL
Date & Time of opening of technical bid	:	17.02.2023@4PM

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 unpriced bid form duly filled in appropriately?	
2.	Have you attached a copy of the last three years audited balance sheet of your firm	
3.	Have you attached the copy of the GSTIN certificate	
4.	Have you attached the details of the income tax return certificate, proof of manufacturing unit/ dealership letter/ general order suppliers and copy of Central / State sales tax registration certificate?	
5.	Have you attached the copies of relevant work orders from Govt. Depts. / PSUs and Central Autonomous Bodies?	
6.	EMD: Have you submitted EMD asked for (as specified in BDS). If the bidder requesting EMD exemption, kindly attached copy of the valid NSIC / MSME (Micro & Small Enterprises) Certificate should be visible, if not visible the bidder will be disqualified)	
7.	Have you uploaded filled in Technical forms in Excel sheet	
8.	Have you uploaded the PDF of filled in Technical form of Excel Sheet	
9.	Have you submitted samples of all items indicated in the respective schedule of requirements at the address of tender inviting authority within due date.(if applicable as mentioned in the specification and requirements)	
10.	Have you enclosed the schedule of requirement indicating the make offered without indicating the pricing components along with the techno commercial unpricedbid?	
11.	Have you submitted the bids both techno commercial unpriced and priced bid separately for each tender?	
12.	Have you enclosed the statement of deviations from financial terms and conditions, if any?	
	PRICE BID	
1.	Have you signed and attached the priced bid form?	
2.	Have you attached the schedule of requirements duly priced?	

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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 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.
17. The bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of the instruments.
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 spread sheet file like BoQ_XXXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid / BOQ 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 cphp-nic@nic.in.

NIT, Tiruchirappalli

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Section II. Instructions to Bidders

A.General	
1	SCOPE OF BID
	Outsourcing of 24*7 Pharmacy Services - NITT Hospital as per Specifications. Throughout 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 Limited Liability Partnership (LLP), a government-owned entity or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement.
2.2	In the case of a joint venture, all members shall be jointly and severally liable for the execution of the contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and during the contract execution in the event the JV is awarded the contract.
2.3	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 https://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	<p>TECHNICAL BID The following documents are to be scanned and uploaded as part of the Technical Bid as per the tender document:</p> <p>a Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid) and Tender Acceptance Letter,);</p> <p>b Scanned copy of the completed Schedules</p> <p>c Scanned copy of Bid Security or copy of proof for submission of Tender Document Fee/ Earnest Money Deposit etc.;</p> <p>d Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;</p> <p>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;</p> <p>f Scanned copy of</p> <ol style="list-style-type: none"> i. documentary evidence, that the Goods and Related Services to be supplied by the Bidder are of eligible origin and ii. conform to the Bidding Documents, and iii. any other document required in the BDS; <p>g Scanned copy of Pre-Qualification Details as per Section-IV like PAN/GST etc.</p> <p>h EMD Returning Form.</p> <p>i Mandate Form For Electronic Fund Transfer/RTGS Transfer.</p>
		<p>j Technical Bid.</p> <p>The Technical specifications format is s available in Excel sheet TECHNICAL.xls in this E-Tender document at https://eprocure.gov.in/eprocure/app. Bidders are advised to download TECHNICAL.xls and fill their specifications in the prescribed column and upload the same in the Technical bid along with other required documents. The hard copy of the filled in Technical specifications (Excel) to be scanned and to be uploaded in PDF.</p>
	7.2	<p>COMMERCIAL BID The commercial bid comprises of:</p> <ol style="list-style-type: none"> i. Scanned copy of Tender Form (Price Bid) ii. Price BID in the form of BoQ_XXXXX.xls. iii. Scanned copy of item wise break up of price bid. <p>The Price bid format is provided a BoQ_XXXXX.xls along with this Tender Document at https://eprocure.gov.in/eprocure/app. Bidders are advised to download this BoQ_XXXXX.xls and quote their 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.</p>
	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		<p>Tender Forms (Technical and Price) 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.</p>
9		<p>Alternative Bids Unless otherwise specified in the BDS, alternative bids shall not be considered</p>
10	10.1	Bid Prices and Discounts

		The prices and 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	Prices 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	Prices shall be quoted as specified in each Price Schedule (BOQ) as provided. The disaggregation 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 ;
	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 EMD 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
		b	if he being successful Bidder fails to: <ul style="list-style-type: none"> i. sign the Contract; or ii. furnish a performance Security
D.SUBMISSION AND OPENING OF BIDS			
15		Sealing and Marking of Bids: The Bidder shall submit the bids electronically, through the e-procurement system (https://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 https://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	Evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price.
		b	price adjustment due to discounts offered;
		c	converting the amount resulting from above, if relevant, to a single currency
		d	price adjustment due to quantifiable nonmaterial nonconformities in;
	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 evaluated prices of all substantially responsive bids established to determine the lowest evaluated bid. The comparison shall be on the basis of CIP-Carriage and Insurance Paid to (place of destination) prices for imported goods and EXW – Ex Works (named place of delivery) prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within India, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.	
27	27.1	Qualification of the Bidder: The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest 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 lowest 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: The Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided the Bidder is determined to be qualified to perform the Contract satisfactorily.
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	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
	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), using for that purpose the Performance

		Security Form included in Section-X, 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 bonding 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 lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
	33.3	If there is a discrepancy between unit price and total price, the unit price will be considered. If there is any mismatch between figure and word, the amount in word shall prevail.

NIT, Tiruchirappalli

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 256/2022/NITT Dated : 27.01.2023
2.	The Purchaser is The Director, NIT Tiruchirappalli. Kind Attention To : Dr. Dr.K.Chandrika, -Medical Officer, HOSPITAL

Sl. No.	B. Contents of Bidding Documents
3.	For Clarification of bid purposes only, the Purchaser's address is HOSPITAL, National Institute of Technology, Tiruchirappalli, 620015 Attention : Dr. Dr.K.Chandrika, -Medical Officer,HOSPITAL Address : National Institute of Technology, Tiruchirappalli, Floor / Room number : - City : Tiruchirappalli ZIPCode : 620015 Country : India Telephone : 9443559525,0431-2503864,3870 E-Mail : mo@nitt.edu
4.	Web page : https://eprocure.gov.in/eprocure/app
5.	A site visit shall not be organized by the purchaser.
6.	A Pre-Bid meeting date and venue : 06.02.2023@3PM Hospital Office

Sl. No.	C. Preparation of Bids
1.	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.
2.	The Bidder shall submit the following additional documents in its bid: NA
3.	Alternative Bids shall not be considered.
4.	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
5.	Place of Destination: is National Institute of Technology, Tiruchirappalli, 620015.
6.	Final destination (Project Site): HOSPITAL, National Institute of Technology, Tiruchirappalli, 620015.
7.	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).
8.	Manufacturer's authorization is Required
9.	After sales service is Required.
10.	The bid validity period shall be 120 Days.
11.	EMD / Bid security Rs.42000/- 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
12.	Other types of acceptable securities: NA

Sl. No.	D. Submission and Opening of Bids
1.	<p>Attention : Dr. Dr.K.Chandrika, -Medical Officer, HOSPITAL</p> <p>StreetAddress : National Institute of Technology, Tiruchirappalli,</p> <p>City : Tiruchirappalli</p> <p>ZIP/Postal Code : 620 015</p> <p>Country : India</p> <p>The deadline for bid submission is:</p> <p>Date and Time : 16.02.2023@4PM</p> <p>The electronic bidding opening procedures shall be as given in Section I-Instructions for Online Bid Submission.</p>
2.	<p>The bid opening shall take place at: Stores and Purchase Section, National Institute of Technology, Tiruchirappalli-620015.</p> <p>Street Address : National Institute of Technology, Tiruchirappalli</p> <p>Floor / Room number : Administrative Block</p> <p>City : Tiruchirappalli</p> <p>Country : India</p> <p>Date and Time : 17.02.2023@4PM</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
1.	<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>
2.	A margin of domestic preference shall apply.
3.	<p>Evaluation will be done for concern equipment.</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
4.	<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 Criteria (PQC)

1. The Bidder must hold Valid Food and 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 or blacklisted 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 three years experience in operation and maintenance of Pharmacy in (a) Government Hospitals, (b) Medical College Hospitals, (c) in house hospitals maintained by Central or State Public Sector Undertakings (d) in house hospitals maintained in CFTIs like Indian Institute of Technologies / National Institute of Technologies / Indian Institute of Managements / State or Central Universities / Central or State Government Institutions, (e) Hospitals maintained in Employees State Insurance Corporation of India(**Documentary Evidence/ Work order copies should be provided**).
4. The bidder should have minimum average annual turnover of Rs. 50 lakhs (Rupees Fifty Lakhs) for the past three years. IT proof for the same to be submitted as certified by the Chartered accountant
5. The bidder should have experience in handling at least one outlet, which should be functional at present (Either General or PMBJP outlet) **Documentary proof should be submitted.**
6. Details of GST, TIN and PAN along with a copy of certificate to be attached.
7. **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) for the proposed outlet in NITT, if contract is awarded to them. Also, required food and drug licence must be obtained for the issuance of drugs (inclusive of branded drugs, generic drugs(WHO GMP and ISO certified), medical and surgical items) other than those available in Pradhan Mantri Jan Aushadi scheme.

******The tender document without this undertaking letter will be treated as non-responsive bid and it will be summarily rejected from evaluation****

SCOPE OF WORK

National Institute of Technology Tiruchirappalli (NITT) is an Institute of National importance funded by the Ministry of Education, Government of India. NITT is situated on Tiruchirappalli – Thanjavur National Highway at a distance of 21 km from Tiruchirappalli railway junction. In order to achieve a more productive work force, NITT desires to utilize the services of reputed agencies in certain area of its functioning. In this regard, NITT has decided to hire reputed and well experienced agency for running **24*7 Pharmacy services** on contract basis, for a period of one year.

NIT Trichy runs a hospital to provide medical facilities to students, employees (existing & retired) and the dependents of the employees (existing & retired). The Hospital is a Primary Care Centre catering to approximately 10,000 people (inclusive of students, faculty, staff, pensioners and their dependants) . Doctors are available 24*7 and specialists in various departments like General medicine, Obstetrics and Gynaecology, Paediatrics, Orthopaedics, Ophthalmology, Dermatology, ENT, Psychiatry, Surgery, Dentistry, Ayurveda, Homeopathy, Physiotherapy are available on visit basis for consultation, for which the pharmacy should be able to provide the required drugs.

The Average annual expenditure of last three years for pharmacy was around Rs.1 crore (Approximately Rs.4 lakhs for PMBJP drugs, Rs. 71 lakhs for generic drugs, Rs. 24 lakhs for branded drugs, Rs.1 lakh for Ayurveda and Homeopathy drugs)

GENERAL TERMS AND 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). The licensee has to adhere to the instructions of the Ministry of Labour and Employment on deployment of manpower.
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.

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 at MRP. Drugs (inclusive of branded drugs, generic drugs, Ayurveda drugs, Homeopathy drugs, medical and surgical items) other than those available in the Pradhan Mantri Jan Aushadi scheme shall also be stocked and issued with the required drug license. Licensee will submit two complete list of drugs and medical/surgical items in Pradhan Mantri Jan Aushadi scheme and other drugs and medical/surgical items that will be stocked at the NIT Hospital pharmacy, with their rate of charges and minimum stock quantity and get it approved by the Medical Officer 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 high quality drugs (WHO GMP and ISO certified)/medical/surgical items like dressing material, PPE for COVID, Injections, IV fluids etc as indented for Hospital use in the accepted discount on the MRP as mentioned in the price bid (Discount rate is applicable for the drugs other than those available in Pradhan Mantri Jan Aushadi scheme) on the prescription issued by the doctors of NITT. The Discount offered in percentage 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.
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 Medical officer every day.

15. Performance improvement guidelines pertaining to ordering, dispensing and administering of medications(inventory management) 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 and police verification certificate regarding good conduct etc., to the Medical Officer, NITT. All those working in the pharmacy shall be in uniform (light blue coat with name badge) and maintain the code of conduct and courteous behavior mandated by the licensor/NITT administration. The staff should not use General alcohol or intoxicants during duty time and should not indulge in any kind of immoral activity directly or indirectly, if found so, strict action will be taken against the concerned staff and the licensee, as recommended by the committee constituted under the Registrar NITT, which may even lead to the termination of the contract

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. 3000(Rupees three thousand) 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 appropriate drugs like Insulin, TT, ARV, other vaccines etc. The Licensee should ensure the 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 sell drugs with prescription from NIT doctors only and give receipt for all sold items to the customers without any demand failing which a penalty of Rs. 5,000/- (Rupees Five 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 with ease transfer of data between two software.

GENERAL TERMS AND CONDITIONS

1. Duration of License: The License for running a pharmacy will be awarded for a period of 1 (One) year with effect from the date of Commencement of License and extendable annually for two more years (with the same terms and conditions and discount rates as per the initial order) based on the performance at the discretion of competent authority. It is to be noted that the contractor cannot claim extension beyond the said period through any means.

2. Performance guarantee (Security Deposit) of Rs.3,00,000/- (Three lakh rupees) which may be remitted within 15 days of the issuance of the work order. 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. A space of 37.15 sq meters (399.87 Sq. Feet) is available for pharmacy at NITT Hospital, with a monthly license fees Rs.200 per sq. meters. per month subject to change as per the additional utilization of space (complying minimum standards as prescribed by govt. norms) and as per change in Gol guidelines from time to time and the electricity charges as per consumption by the licensee. The licensee shall remit the license fees every month at the prescribed rate and 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 Registrar. 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. 10,000/- (Rupees Ten Thousand) shall be deducted from the amount payable to the Licensee for that month for his services and his license may also be liable for termination on subsequent failure by the licensee.

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 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 high quality of medical, surgical and approved 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 and drug analysis in a govt approved lab by the institute authorities / a person nominated by the administration to verify whether the chemical composition/quality/validity of the medicines of all sorts offered to the patients conform to the prescribed standards and 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. If the results are not satisfactory, a suitable penalty as decided by the Institute for each such occasion shall be levied and the entire lot of drugs have to be replaced immediately.

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 one year from the date of commencement of license and extendable annually for two more years based on the performance and at the discretion of Director, unless terminated earlier on account of the following: (a) By giving 90 (Ninety) days' notice in writing from bidder 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 suggestion register must be kept visible with notification and get signature from Medical Officer once in a week.

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 90 (Ninety) 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.

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.

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

S.No	Classification of Drugs	Discount percentage Offered on the MRP. of the Drug (in Figures and Words)
1	For all Drugs /items other than Pradhan Mantri Jan Aushadi Drugs	
2	Ayurvedic and Homeopathy Drugs	

Signature of the authorized signatory with Seal

Remarks:- Bidder has to quote the discount in percentage only. Accordingly, the last column showing as INR shall be treated as Percentage only has quoted by the bidder.

VERY IMPORTANT NOTE

Percentage discount will become applicable on the MRP mentioned and will be inclusive of GST etc.

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.

The List of drugs and prices which are available under Pradhan Mantri Jan Aushadi Scheme should be enclosed to the price bid.

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.

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 higher average annual turnover.

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.

NIT, Tiruchirappalli

Part - 2

Supply Requirements

NIT, Tiruchirappalli

Section VI. Schedule of Requirements

Contents

1.	List of Goods and Delivery Schedule
2.	List of Related Services and Completion Schedule
3.	Technical Specifications

1. List of Goods and Delivery Schedule

Item No	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Period (Weeks)	Latest Delivery Period (Weeks)	Bidder's offered Delivery period [to be provided by the bidder]
1.	Outsourcing of 24*7 Pharmacy Services	1	Nos	HOSPITAL NITT	1	2	

1. List of Related Services and Completion Schedule

Service	Description of Service	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services

NIT, Tiruchirappalli

Technical Specifications

Technical Specifications and Standards	
Name of the Equipment	Outsourcing of 24*7 Pharmacy Services - NITT Hospital
Specification of NIT-T	Specification of the Supplier
<p>1. The Bidder must hold Valid Food and 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.</p> <p>2. The Bidder should have good track record and must not have been convicted or blacklisted 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.</p> <p>3. Bidder should have at least three years' experience in operation and maintenance of Pharmacy in (a) Government Hospitals, (b) Medical College Hospitals, (c) in house hospitals maintained by Central or State Public Sector Undertakings (d) in house hospitals maintained in CFTIs like Indian Institute of Technologies / National Institute of Technologies / Indian Institute of Managements / State or Central Universities / Central or State Government Institutions, (e) Hospitals maintained in Employees State Insurance Corporation of India(Documentary Evidence/ Work order copies should be provided).</p> <p>4. The bidder should have minimum average annual turnover of Rs. 50 lakhs (Rupees Fifty Lakhs) for the past three years. IT proof for the same to be submitted as certified by the Chartered accountant.</p>	<ul style="list-style-type: none"> •

<p>5. The bidder should have experience in handling at least one outlet, which should be functional at present (Either General or PMBJP outlet) Documentary proof should be submitted.</p> <p>6. Details of GST, TIN and PAN along with a copy of certificate to be attached.</p> <p>7. 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) for the proposed outlet in NITT, if contract is awarded to them. Also, required food and drug licence must be obtained for the issuance of drugs (inclusive of branded drugs, generic drugs (WHO GMP and ISO certified), medical and surgical items) other than those available in Pradhan Mantri Jan Aushadi scheme.</p> <p>****The tender document without this undertaking letter will be treated as non-responsive bid and it will be summarily rejected from evaluation**</p>	
Installation Required	Not applicable
Warranty (in months)	Not applicable
AMC Required	Not applicable
Delivery Period (Weeks)	2 weeks
Shipment Terms	Up to NIT, Tiruchirappalli
EMD	As mentioned above
Payment Term	As Per tender Conditions
Performance Security	Rs.3,00,000/- (Three lakhs only)
Purchase committee has finalized and recommends the above-mentioned specification and conditions	

Note:

- 1) **Technical Specification should be duly filled by the bidder no fields were left blank and appropriate value will be filled. (don't fill it as Yes complied or Yes).**
- 2) **A separate excel worksheet (TEC---1920.xls) is available in the tender document, the same to be filled in and uploaded along with the tender document.**

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.
	Particulars of remittance of EMD. Note: Bid without EMD will be rejected similarly.	
1	Name of the Bidder Firm/Agency	
2	Full Postal Address with Landline and Mobile Number	
3	Date of Establishment – Please attach documentary proof	
4	Years of experience in Pharmacy Operation	
5	Legal status of the bidder (Whether Proprietary, Partnership Firm, Private or Public Limited Company) – Enclose Xerox copy of the documentary proof	
6	Details of Registration/Trade License, if any, obtained from Competent Authorities for carrying out Pharmacy Services	
7	Name, Address and Mobile number of the contact person	
8	Permanent Account Number (PAN) under the Income Tax Act – Please enclose self-attested Xerox copy	
9	Details of Pharmacy Services of the bidder during the last three years – Please attach documentary proof	
10	Do you have Service GST Number?	
11	Do you agree with all the terms and conditions of this tender?	
12	Average Annual Turnover during last three financial years. Profit and loss account and balance sheet audited and certified by a chartered accountant to be submitted.	

13	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.					
14	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 reference can be made	Remarks, if any

Signature with seal of the service provider

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
5.	EMD Returning Form
6.	Mandate Form For Electronic Fund Transfer/RTGS Transfer

NIT, Tiruchirappalli

(i)

Tender Form

(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 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 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 quoted in the Schedule hereto and am/are fully aware of the nature of the goods 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) Samples of items quoted for, as per instructions provided in the schedule of requirement.
 - (b) Schedule of requirements, quoting the _____ make only duly signed and stamped. (without indicating price)
 - (c) Income Tax Return.
 - (d) Copy of last audited balance sheet.
 - (e) Copy of Valid GST/TAN/TIN.
 - (f) Copy of relevant major purchase orders valuing more than Rs. (_____) estimated cost/- executed during last two years for Govt. Depts., PSUs & Central Autonomous bodies.

- (g) Proof of manufacturing Unit, dealership certificate/general order suppliers.
 - (h) Statement of deviations from financial terms & conditions, if any.
 - (i) 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 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 bid document).

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*	:	
GSTIN Number of the Bidder	:	
NSIC / MSME REGISTERED BIDDERS DETAILS (IF APPLICABLE) [THE SCANNED COPY OF THE CERTIFICATE TO BE UPLOADED IN THE EMD SECTION]		
MSME Registration Number & Validity of the Certificate	:	
NSIC Government Registration Number & Validity of the Certificate	:	
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 supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

1. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.
2. We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.
3. The prices quoted are inclusive of all charges net F.O.R NITT. We enclose herewith the complete Financial Bid as required by you. This includes:
 - a. Price Schedule (Bill of Quantity-BOQ).
 - b. Statement of deviations from financial terms and conditions.
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 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
7. 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,

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.

Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

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]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

(TO BE PRINTED IN LETTER PAD OF THE FIRM)

EMD Returning Form

To

The Director

National Institute of Technology,
Tiruchirappalli – 620 015

Sub: Returning EMD amount submitted for the Tender / Quotation.

Sir / Madam,

Our firm has participated in the tender / quotation enquiry No mentioned below and produced the EMD amount through DD, details of the DD are given below.

Tender / Quotation Reference No	
EMD amount	
DD Number	
DD issued Bank	
Date of DD	

It is requested to return the EMD amount to our firm after completion of the purchase to the below mentioned Bank account.

Account Name	
Bank Account Number	
IFSC code	
Bank	

Signature with Seal and Date

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

To

The Director,
National Institute of Technology,
Tiruchirappalli – 620 015, Tamil Nadu

Sub	:	Authorization for release of payment / dues from National Institute of Technology, Tiruchirappalli through Electronic Fund Transfer/RTGS Transfer.
-----	---	--

1. Name of the Party / Firm / Company / Institute :
2. Address of the Party :
3. City _____ Pin Code _____
4. E-Mail _____ Mobile No: _____
5. Permanent Account Number _____
6. Particulars of Bank:

Bank Name:		Branch Name:	
PIN Code:		Branch Code:	
IFS Code:(11 digit alpha numeric code)			
Account Type	Savings	Current	Cash Credit
Account Number:			

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Director, National Institute of Technology Tiruchirappalli responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: _____ Date: _

Signature & Seal of the Authorized Signatory of the Party

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	
2.	Contract Agreement	
3.	Performance Security	
4.	Advance Payment Security	

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 tenderdocuments from Page No. _____ 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)

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

1. *[insert complete name of Purchaser]*, a National Institute of Technology, Tiruchirappalli of the Ministry of Human resource and development of the Government of India (hereinafter called “the Purchaser”), of the one part, and
2. *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Tender Forms
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules (BOQ))
 - (h) any other document listed in GCC as forming part of the Contract

1. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
2. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Option 2: Performance Bond

By this Bond [*insert name of Principal*] as Principal (hereinafter called “the Supplier”) and [*insert name of Surety*] as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*insert name of Purchaser*] as Obligee (hereinafter called “the Supplier”) in the amount of [*insert amount in words and figures*], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the represents.

WHEREAS the Contractor has entered into a written Agreement with the Purchaser dated the _____ Day of _____, 20____, for [*name of contract and brief description of Goods and related Services*] in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Contractor; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has here unto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20.

SIGNED ON _____ on behalf of _____
By _____ in the capacity of _____
In the presence of _____

SIGNED ON _____ on behalf of _____
By _____ in the capacity of _____

In the presence of _____

Help Page to Web load the documents in E-Tender Portal

For Cover Wise Uploading The Tender Documents

AFTER LOGGING IN TO THE BIDDER'S LOGIN

COVER WISE TO BE UPLOADED DOCUMENTS

COVER - 1

Cover No	Cover Type	Document Type	Description	Remarks
1	Fee	.pdf	Scanned Copy of Bid Security in the form of DD/BG/Exemption Certificate (MSME/NSIC)	EMD Amount specified in the Tender Document

COVER - 2

2	PreQual	.pdf	Declaration by the firm that it has never been black-listed	Self declaration by the firm duly signed & stamped
		.pdf	Profile of each Bidder and past experience in supply of the material	Previous supplies to the Govt. Institutions / Govt. Organisations.
		.pdf	True copy of Permanent Account Number	Scanned copy of PAN CARD of the firm
		.pdf	Details of Goods and Service Tax (GSTIN) along with a copy of certificate	GSTIN Registration certificate
		.pdf	Manufacturers authorization certificate	The form available in Part – 4 Section IX to be filled in by the Manufacturer/ OEM in the Manufacturer / OEM letter head with the Signatory name, Designation, Phone Number,

		.pdf	Checklist for Bid/Tender Submission	Duly filled and signed and stamped Checklist for Bid / Tender Submission available in the page no.3
		.pdf	Copy of the last three years audited balance sheet of your firm	Audited Balance sheet of the firm for the last three years

COVER – 3

Cover No	Cover Type	Document Type	Description	Remarks
3	Technical	.pdf	Tender Forms (Techno Commercial Un-Priced Bid and Tender Acceptance Letter)	Techno commercial Un-priced bid and duly filled and signed Tender Acceptance letter available in Part – 4 Section IX
		.pdf	Scanned Copy of Completion Schedules	Previous supplies and installation along with completion certificate
		.pdf	Technical Bid (brochures /pamphlets)	Brochure / Pamphlet of the quoted Make & Models along with the specifications
		.pdf	Scanned Copy of written confirmation authorizing the signatory of the Bid to commit the Bidder	Authorising the signatory of the bid to commit the bidder in (written confirmation)
		.xls	Technical Bid	Duly filled-in Technical Excel file in 97-2003 format

		.pdf	Technical Bid	Duly filled-in and signed Technical bid in PDF
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COVER - 4

4	Finance	.pdf	Scanned Copy of Tender form (Priced Bid)	Duly filled and signed Tender Form (Price Bid) available in Part – 4 Section IX
		.xls	BOQ	Duly filled in Price Bid Excel file in 97-2003 format
		.pdf	Scanned copy of item wise breakup of price bid	Item wise breakup of price bid in PDF (duly signed)