

**NATIONAL INSTITUTE OF TECHNOLOGY,
TIRUCHIRAPPALLI – 620015
TAMILNADU, INDIA**

OFFICE OF THE DEAN – INSTITUTE DEVELOPMENT

Phone: 0431 – 2503033, 2503036, Fax: 0431 – 2500133 Website: www.nitt.edu



TENDER DOCUMENT

Tender Notification No.: **NITT/Dean-ID/Hospital/Pharmacy/2017-18/01 Dated 24/05/2017**

Name of the Component : **Outsourcing the Institute Hospital Pharmacy**

EMD Amount : **Rs. 3,50,000/-**

Cost of the Tender Document : **Rs. 500/-**

Probable date of commencement of service : **01/07/2017**

Last Date of submission of Tender : **14/06/2017 Wednesday up to 03:00 p.m.**

Address for submission of Tender : The Director,

National Institute of Technology,

Tiruchirappalli – 620015, Tamilnadu, India

Kind Attn. to: The Dean – Institute Development

Phone: 0431-2503033

E-mail: deanid@nitt.edu

Date of opening of Technical Bid : **14/06/2017 Wednesday at 03:30 p.m.**



NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI – 620015
TAMIL NADU, INDIA
OFFICE OF THE DEAN – INSTITUTE DEVELOPMENT

DRAFT – TENDER NOTICE FOR OUTSOURCING OF PHARMACY TO NITT HOSPITALS

| BID SYNOPSIS | |
|---|---|
| Tender Reference Number and Date | NITT/Dean-ID/Hospital/Pharmacy/2017-18/01 dated 24/05/2017 |
| Brief Description of the Tender | Outsourcing of NITT's Hospital Pharmacy |
| Type of Tender | Two Bid System |
| Cost of Tender Document including 5% VAT (Non-Refundable) | Rs. 500/- (Rupees Five hundreds Only) payable through DD drawn in favour of The Director, NIT, Tiruchirappalli, Tamilnadu |
| Our website address for downloading the Tender document | The tender document should be downloaded from our website www.nitt.edu |
| Earnest Money Deposit EMD (Refundable) | Rs. 3,50,000/- (Rupees Three lakhs fifty thousand Only) payable through DD drawn in favour of The Director, NIT, Tiruchirappalli, Tamilnadu Payable at Tiruchirappalli |
| Date of Pre-bid meeting | 05/06/2017 Monday at 03:30 p.m. (Venue: Administrative Building, NIT, Tiruchirappalli – 15) |
| Last Date and Time for receipt of tender | 14/06/2017 Wednesday upto 03:00 p.m. |
| Mode of submission of Tender | By Speed Post/Registered Post or through Hand delivery at the postal section in the Administrative Office of the NITT. |
| Due Date, time of Opening of Tender | 14/06/2017 Wednesday at 03:30 p.m. |
| Date and time of opening of Price bids | After evaluation of technical bids, the date & time of opening of the Price bid will be intimated to technically qualified bidders. |
| Address for submission of Tender | The Director, National Institute of Technology, Tiruchirappalli, Tamilnadu, India, Pin code: 620015. Kind attention: The Dean – Institute Development, National Institute of Technology, Tiruchirappalli – 620 015. |
| Procedure for submission of Bid | Envelope 1: EMD and Cost of Tender document Envelope 2: Technical Bid Envelope 3: Commercial/Price-Bid Envelope 4: Larger size Outer Envelope (i.e., This is wrapper containing Envelope 1, 2 and 3) |
| Contact person for Technical Queries | The Dean – Institute Development, National Institute of Technology, Tiruchirappalli – 620 015. Phone No.: 0431-2503033, E-mail: deanid@nitt.edu |
| License Fees for Space to be provided | License Fee fixed as per Govt. of India norms at commercial rate for Institute premises. Water, Electricity charges as per the consumption. |
| Security Deposit | Rs. 9, 00,000/- (Rupees Nine lakhs Only) for due performance of the outsourcing contract. |

NOTICE INVITING TENDER

National Institute of Technology, Tiruchirappalli, Tamilnadu (hereinafter referred to as NITT) is an Institution of National Importance, functioning under the control of Ministry of Human Resources Development, Government of India. Presently, over 5,600 students hailing from various States are pursuing their Under Graduate, Post Graduate and Research studies in Engineering.

For the wellbeing of our Students (5,600), Faculties (300), Staff members (350) and for their families NITT maintains an in house Hospital within the Campus wherein 10 duty doctors and 13 visiting doctors with various specializations and supporting staff are deployed. Besides various infrastructure, the Hospital houses a Pharmacy and a Clinical Lab.

For administrative convenience, the Pharmacy is to be outsourced to eligible Bidder. The scope of outsourcing under this open tender would include Setting up and Operation of a Pharmacy/Chemist Medical Shop of high ethical standards for supply of Medicine/Surgical items/Consumables to the NITT Patients at Discounted Rates. The space for Pharmacy will be provided by the NITT on License basis, for a period of 2 (Two) years from the date of commencement and extendable for a period of 1 (One) year based on the performance at the discretion of the Director, NITT.

The bidder is expected to have experience in relevant field, capability to invest sufficient amount to run the pharmacy successfully.

The bidder shall have all necessary permissions, Licenses, No objection certificates, registrations, statutory compliances from the competent statutory authorities required to run the Pharmacy for selling/dispensing of medicines/surgical consumables etc.,

CHAPTER 1: MINIMUM REQUIREMENTS FOR ELIGIBILITY

1. The Bidder must hold Valid Drug Licenses (as on the date of Bid opening in specified forms) issued by the Competent Drug Control Authorities of the State/Central Government under the provisions of Drugs and Cosmetics Act.
2. The Bidder should have good track record and must not have been convicted by the State Drug Authorities and no case should be pending under the Drugs and Cosmetics Act and rules framed thereunder. In this connection, the bidder has to give an affidavit duly attested by the Notary Public/First Class Magistrate (in Original) on a non-judicial stamp paper of Value Rs. 20/- (Rupees Twenty Only) that there are no cases filed by the Drug controller pending against the bidder.
3. Bidder should have at least minimum two years' experience in operation and maintenance of Pharmacy services preferably in (a) Government Hospitals, (b) Government Medical College Hospitals, (c) Central or State Public Sector Undertakings/Autonomous bodies, (d) Indian Institute of Technologies/National Institute of Technologies/Indian Institute of Managements/State or Central Universities or Deemed Universities/Central or State Government Institutions, (e) Hospitals maintained by Employees State Insurance Corporation of India.

4. Bidder should have Valid VAT Registration Certification and TIN Number.

CHAPTER 2: TENDERING PROCESS

1. The tender document and terms and conditions should be downloaded from our website www.nitt.edu
2. Through two separate Demand Drafts, the bidder is required to furnish Earnest Money Deposit (EMD) Rs. 3,50,000/- (Rupees Three lakhs fifty thousand Only) and Cost of Tender Document Rs. 500/- (Rupees Five hundreds Only).
3. Without EMD and Cost of Tender Document, the technical bid will NOT be opened and the tender will be rejected summarily.
4. The sealed tender should be submitted on or before Wednesday, 14/06/2017 up to 03:00 p.m. either through Post or through Hand delivery at the despatch section of NITT and addressed to **THE DIRECTOR, NATIONAL INSTITUTE OF TECHNOLOGY, THUVAKKUDI, TIRUCHIRAPPALLI-620015, TAMILNADU, INDIA**. Hand delivered tender will be received through despatch section only and the bidders should refrain from submitting to the authorities of NIT Tiruchirappalli directly.
5. At the first stage, the envelope containing EMD amount and Cost of Tender document will be opened and the envelope containing Technical Bid will be opened on 14/06/2017 Wednesday at 03:30p.m. In the presence of the bidders or their authorized representatives, who choose to be present at the time of opening?
6. At the time opening of Technical Bid, the name of those who have submitted their offers along with the details of their remittance of EMD and Cost of Tender Document will only be read out and no other information/details whatsoever will be shared at this stage.
7. If in any case, unscheduled holiday occurs on prescribed closing/opening date, the next working day shall be the prescribed date of closing/opening.
8. At the second stage, price bid of the technically qualified bids will be opened for further evaluation and ranking for award of the contract.
9. The bidders are advised to go through the tender documents and understand the terms and conditions specified therein before submitting the tender.
10. The Tender document consisting of Technical Bid and Commercial (Price) Bid should be submitted in the Prescribed Format only.
11. The bidders are not allowed to make addition or alteration in the tender document.
12. Each and every page of the submitted bid shall carry page numbers.
13. All pages of the tender document shall be signed by the person duly authorized to sign, on behalf of the bidder.
14. No paper/page shall be detached from the tender document. No addition or alternation should be made in the tender document. Conditional tender, late and delayed tender will

not be accepted/considered.

15. The NITT shall not be responsible for any postal delay in receipt of the offer. Tender should be properly sealed.
16. Tenders of those bidders who place the price bid along with the technical bid or quote their rates in the technical bid itself will be rejected.
17. The offers submitted by telex/telegram/fax/E-mail etc. shall not be accepted and will be summarily rejected.
18. The Vendor should stamp and sign on each page of the technical and price bid.
19. Offers should be clearly written or typed. All cutting/overwriting must be initialed and stamped.
20. Bidders must confirm the acceptance of all the terms and conditions of the tender.
21. Making misleading or false representation in the bid document will lead to disqualification of the bidder resulting in forfeiture of EMD amount.
22. The tender should be submitted through Registered Post or Speed Post or through Hand delivery.
23. **Earnest Money Deposit (EMD):** The EMD of all the unsuccessful bidders will be returned to them at the earliest after issue of purchase order. The EMD of successful bidder shall be returned on receipt of Performance Bank Guarantee. No interest will be payable by the NITT on the EMD amount.
24. The Contract will be awarded to the bidder who score a maximum weighted average of discounts on printed MRP on for DPCO drugs and other drugs with weights of 5 and 95 percentages respectively subject to the fulfillment of technical bid and all other terms and conditions. Percentage of discount will become applicable on the MRP mentioned and will be inclusive of VAT and all other taxes. No taxes of any kind would be levied on the discounted price.

CHAPTER 3: PRE BID MEETING

It is proposed to conduct a pre-bid meeting on **05/06/2017 Monday at 03:30 p.m.** (Venue: Administrative Building, NIT, Tiruchirappalli). The purpose of the meeting will be to clarify our requirements and to answer the questions/doubts/clarifications raised by the bidders on technical and commercial conditions of this tender.

In view of above, bidders are advised to submit their doubts/questions/clarifications, if any, through e-mail (e-mail ID: deanid@nitt.edu) before the date of Pre-bid meeting. Further, on the date of the meeting, the questions should be given in writing.

Any modification of the bidding documents which may become necessary as a result of the Pre-bid meeting shall be made known to all the bidders by the Purchase/Selection Committee

through a notification of amendment in the website of the NITT. No clarifications/queries/doubts will be entertained beyond the date of pre-bid meeting.

No extension of time will be given for submission of tender on any account.

CHAPTER 4: INSTRUCTIONS REGARDING SEALING AND MARKING OF BIDS

Procedure for sealing and marking of bids: The Tender/Bid Cover shall contain the following:

- a) **FIRST** envelope should contain the Earnest Money Deposit and Cost of Tender Document. The envelope should be sealed and super scribed as “EMD COVER”
- b) **SECOND** envelope should contain the Technical Bid along with enclosures desired in the Tender document. This envelope should be sealed and super scribed as “TECHNICAL BID” Cover.
- c) **THIRD** envelope should contain the Commercial/Price Bid. This envelope should be sealed and super scribed as “Commercial/Price Bid” Cover.
- d) All the above mentioned THREE SEPARATE ENVELOPES are to be sealed and kept in one single larger size outer envelope (**FOURTH** envelope) which should also be sealed and superscribed.
- e) **Each of the FOUR ENVELOPES** shall be super scribed with following details:

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|---|
| Tender reference Number for outsourcing of Pharmacy |
| Due date of tender and time |
| Name of the Department inviting this Tender |
| Name and Complete address of the Bidder |

- f) If all the THREE inner envelopes and the ONE outer envelope (i.e., larger size envelope) are not sealed and marked as instructed, NITT will assume no responsibility for the misplacement or premature opening of any of the envelope. An envelope opened prematurely will be rejected.
- g) There shall NOT be any price indication in the technical bid. If for any reason, it is found that the technical bid reveals the price bid related details in any manner whatsoever, or, the price bid is enclosed in the envelope super scribed, “Technical Bid”, the bid document will be summarily rejected in the first instance itself. Any offer containing both the Technical bid and Price bids in the same envelope will also be out rightly rejected.

CHAPTER 5: CONTRACT SPECIFIC CONDITIONS

- 1. The Licensee should engage all the time a qualified pharmacist with a diploma/degree from a Government recognized Institute (Recognized by Pharmacy Council of India).

2. The Licensee will be responsible for all clearances/formalities from State 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 [at least 10 persons per day (4+4+2 including pharmacist all the shifts)] in the licensed premises as per the provisions of Drugs and Cosmetics Act, 1940 & rules made thereunder. Limited accommodation on payment may be provided based on the availability.
5. Necessary furnishing has to be made by the Licensee on their own. Licensee will be allowed to put up pharmacy name board at specified area identified by Licensor in the Hospital. Licensee shall have right to do transact in 24 hours a day on all days of the week within the agreed terms and conditions specified in the content.
6. Copy of Drug License issued by the competent authority shall be prominently displayed in the NITT Hospital Pharmacy.
7. Pharmacy must be kept open 24 hours a day on all days of the week and drugs must be issued at all times.
8. Personnel employed by the successive 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 submit a complete list of 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 doctors of NITT. Any changes in the list must be approved by the doctors/or the person nominated by the Director NITT. Licensee is not allowed to stock, issue or sell any other item not found in the list at any time. Doctors or a person authorized by him/her shall be permitted to conduct surprise checking in the pharmacy at any time. If violation is found, suitable action will be initiated to cancel the agreement.
10. Licensee has to give accepted discount on the MRP of the drugs issued on the prescription issued by the Institute doctors of NITT. The Discount offered should be kept firm throughout the License Period. No Taxes of any kind are chargeable extra on the discounted price. Means discounted price will be inclusive of all taxes and duties as may be applicable. Licensee is instructed to put up display of discount boards for specified items at specified area identified by Licensor in the Hospital.

11. The Licensor will issue a Reimbursable list of drugs/surgical items authorized by doctors for issuing to the eligible NITT patients. No alteration in the list will be allowed without a written consent of the NITT administration.
12. Treating doctor at Institute Hospital will issue an authorized drug prescription to eligible patients. The prescribed drugs/surgical items found in the reimbursable list have to be issued to the patients without charges, for which licensor will reimburse the charges.
13. Prescribed items in the prescriptions that are unavailable at any given time may be substituted only on express approval with signature from the doctor who prescribed.
14. Items in prescription, if unavailable at any given time must be delivered to the patients within two working days of the date of prescription. The due register must be followed and get signature from administrative liaison doctor every day.
15. Performance improvement guidelines pertaining to ordering, dispensing and administering of medications may be issued from time to time by the doctors of NITT as and when necessary. Such guidelines must be adhered to by the Licensee.
16. Cost of any drug or any other items not found in the reimbursable list will not be reimbursed. However, if stock is available in the pharmacy the same can be sold on receipt of payment from patients with proper billing. It is the responsibility of licensee to maintain this account on their own as per rules.
17. A list of pharmacist and others working in the pharmacy must be submitted, with their details including their educational qualification, pharmacy council registration, experience, address, contact phone number etc., to doctors for necessary permission and security pass. All those working in the pharmacy shall maintain the code of conduct and courteous behavior mandated by the licensor.
18. The Licensee has to agree to all the terms and conditions, stipulated in the tender documents.
19. The prescribed brand of medicines and other items shall not be substituted without approval of doctors failing which a penalty of Rs. 5,000/- (Rupees Five Thousand Only) will be levied for each occasion and deducted from the monthly bill of the licensee or from the security deposit.
20. The Licensee shall ensure that all the medicines and consumables/surgical items (Particularly lifesaving drugs) which are prescribed by the NITT doctors are available at the shop.

21. The Licensee will have to install a separate refrigerator for storage of vaccines. The Licensee will ensure that functioning of this refrigerator round the clock.
22. The Licensee shall ensure provision and sale of quality of products, medicines and drugs etc., and in no case the items which are spurious or expired should be stocked and sold by the licensee. Breach of this condition will entail immediate suspension or cancellation of the license and subsequent blacklisting by NITT.
23. The Licensee must give receipt for all sold items to the customers without any demand failing which a penalty of Rs. 1,000/- (Rupees One Thousand Only) will be imposed upon the licensee for every lapse and his license may also be liable for termination by the Director, NITT.
24. The Licensee will stock or sell small quantity of mineral water and not allowed to stock ordinary (except health care and medicated) bathing soap, talcum powder, tooth paste, brush etc. The health care and medicated products should be sold with prior approval and proper discounts from MRP and as approved by the Director, NITT.
25. Licensee will ensure that the entire transactions are computerized and software is made compatible with the hospital software with ease transfer of date between two software.

CHAPTER 6: GENERAL TERMS AND CONDITIONS

1. **Duration of License:** The License for running a pharmacy will be awarded for a period of 2 (Two) years with effect from the date of Commencement of License and extendable for one more year based on the performance at the discretion of competent authority.
2. Security Deposit of six months license fee to be deposited within five (5) days from the date of award of contract. Security deposit is refundable without interest within ninety (90) days from the date of termination/expiry of the License after deducting all dues against the License. The receipt relating to security deposit should be produced by the selected service provider well in advance before signing the agreement.
3. **Validity of Tender:** 90 (Ninety) 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 90 (Ninety) days.
4. The Director 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. The Licensee will be provided with a space of 69.21 SQ. metres (745 Sq.Feet) at NITT Hospital, License Fee fixed as per Govt. of India norms at commercial rate for Institute premises and the electricity, water charges as per consumption by the licensee. The licensee shall remit the License fee, electricity and water charges within 10 days from the date of demand notice.
12. The Licensee shall make payment of License fee etc., by online transfer to NITT account and furnish documentary evidence to the Office of the Dean (ID). That in the event of failure to pay the license fee and other charges by due date, simple interest @ 12% will be levied.

13. **Penalty:** If the Licensee is not able to provide the pharmacy service for any particular day, a penalty of Rs. 50,000/- (Rupees Fifty Thousand Only) shall be deducted from the amount payable to the Licensee for that month for his services.
14. The Licensee has to execute and sign a license deed on Rs. 100/- (Rupees One Hundred Only) stamp paper as per the format of NITT. The format for the same will be specified by NIT Tiruchirappalli.
15. The court which has jurisdiction is the Madurai Bench of Hon'ble High Court of Madras. Any legal dispute need to be settled with the court having jurisdiction.

CHAPTER 7: BOOKS OF ACCOUNTS, BILLING AND PAYMENT

1. The Licensee shall have to maintain proper books of account along with supporting vouchers, Stores Accounts of Drugs reflecting the everyday transaction of purchase and sale of Medicine with batch numbers, date of manufacture and date of expiry.
2. For each sale the licensee shall issue a computer generated receipt which includes: Serial Number, Name of the patient, Patient ID, Date of sale, Name of the medicine, for Consumables (C)/Surgical (S), The batch Lot Number, Dates of manufacturing, Date of expiry, MRP (inclusive of all taxes and duties), agreed Discount thereon, Net Amount.
3. Licensee shall raise a claim bill on NITT for the medicines/drugs/surgical items sold to the NITT patients in the month at the rate MRP Rate minus Discount Agreed. The Claim bill along with original prescriptions, has to be submitted to the Administrative Liaison Doctor of the NITT in the first of week of every month for due verification and forwarding for payment. The bill may be submitted day wise/patient wise or as decided by the Licensor.
4. The Licensee shall, as far as possible, ensure use of bar coding on each item and optical scanner at point of sales. The Licensee shall sell only reputed brands of both medical and surgical items.
5. The accounts/documents shall all the times be kept open for inspection by NITT in such manner as may be prescribed. The Licensee shall provide to the NITT, if so required by the NITT, Statement of audited accounts in such manner and within such period as the NITT may prescribe.
6. The Licensor shall have the right to conduct surprise check by the institute pharmacist to verify whether the chemical composition of the medicines of all sorts offered to the patients conform to the prescription of the doctor and to verify, on random basis on any day, by deploying an authorized person whether the licensee offers the discount quoted by the licensee in the tender for the sale of medicines. The licensee shall co-operate for such surprise checking/verification.
7. NITT may at any time recheck the monthly bills of the licensee as a result of any objection by statutory auditors/internal audit regarding over payment to the licensee and may

recover such over payment from the pending bills of the licensee or the security deposit paid by the licensee.

8. In case any unsatisfactory performance was noticed with regards to maintenance of Accounts, at the discretion of the NITT the license shall be penalized or terminated.

CHAPTER 8: TERMS RELATING TO MAINTENANCE OF PREMISES

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

10. The Licensee shall not terminate the license before the expiry of the period of the license except by giving 60 (Sixty) days' notice in writing, otherwise the Licensee shall be liable to pay to the NITT (without any demur or question) such amount of money as the NITT may decide as due to it by the Licensee. The License can be terminated by the NITT by giving 30 days' notice in writing without assigning any reason thereto.
11. In the event of any default, failure, negligence or breach, in the opinion of the NITT on the part of the Licensee in complying with all or any of the conditions of the license agreement, the NITT will be entitled and be at liberty to terminate the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee.
12. The Licensee is expected to adhere to the mandatory rules stipulated by the State/Central Government enforces by such authorities from time to time. The Licensee and his servants shall observe, perform and comply with all rules and regulations of the Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by the NITT and or local body or administration in force from time to time and the business which the Licensee is allowed to carry on under this deed of License.

CHAPTER 9: PROFORMA FOR TECHNICAL BID
(To be submitted in a Separate Envelope)

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

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

| 13 | Copy of Income Tax Permanent Account Number (PAN Number) (Please Attach self-attested Xerox copy) | | | | | |
|-------|---|--|--|------------------------------------|--|---------------------------|
| 14 | Annual Turnover during the Last three financial years 2013-14, 2014-15 and 2015-16 (Profit and Loss Account and Balance sheet duly audited and certified by a Chartered Accountant and Income Tax Return Acknowledgement i.e., ITR for the last three years MUST be attached) | | | | | |
| 15 | Latest Income Tax Assessment Completion Certificate/Income tax clearance certificate (In the event of assessment of the recent previous year having not been completed the certificate of the latest assessment completed may be enclosed) | | | | | |
| 16 | VAT/TIN number (Self-attested Xerox to be attached) | | | | | |
| 17 | Central Sales Tax (CST) Number (Self-attested Xerox copy to be attached) | | Desirable information | | | |
| 18 | Service Tax Registration Number, (Self-attested Xerox copy to be attached) | | | | | |
| 19 | DETAILS OF COMPLETED CONTRACTS: LIST OF SIMILAR OUTSOURCED PHARMACY/DRUG OUTLET/CHEMIST OUTLET, IF ANY, OPERATED BY THE BIDDER DURING THE LAST 3 (THREE) FINANCIAL YEARS: at (a) Government Hospitals, (b) Government Medical College Hospitals, (c) In-house hospitals maintained by Central or State Public Sector Undertakings (d) In house hospitals maintained by Indian Institute of Technologies/National Institute of Technologies/Indian Institute of Managements/State or Central Universities/Central or State Government Institutions, (e) Hospitals maintained by Employees State Insurance Corporation of India (Attach complete set of supporting documents and use separate sheet wherever required) | | | | | |
| S.No. | Name of the Pharmacy outsourcing Contract and Name of the Client | Annual Turnover under the outsourcing contract and Discount offered on MRP | Date of commencement of the outsourcing contract | Period of the Outsourcing contract | Name address and telephone number to whom references can be made | Performance Certification |
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| 20 | DETAILS OF ONGOING CONTRACTS i.e., CONTRACT UNDER EXECUTION: LIST OF SIMILAR OUTSOURCED PHARMACY/DRUG OUTLET/CHEMIST OUTLET, IF ANY, BEING OPERATED BY THE BIDDER DURING THE LAST THREE (3) FINANCIAL YEARS: at (a) Government Hospitals, (b) Government Medical College Hospitals, (c) In house hospitals maintained by Central or State Public Sector Undertakings (d) In-house hospitals maintained by Indian Institute of Technologies/National Institute of Technologies/Indian Institute of Managements/State or Central Universities/Central or State Government Institutions, (e) Hospitals maintained by Employees State Insurance Corporation of India (Attach complete set of supporting documents and use separate sheet wherever required) | | | | | |
|-------|--|--|--|------------------------------------|--|-----------------|
| S.No. | Name of the outsourcing Contract and Name of the Client | Annual Turnover under the outsourcing contract and Discount offered on the MRP price | Date of commencement of the outsourcing contract | Period of the Outsourcing contract | Name address and telephone number to whom references can be made | Remarks, if any |
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| 21 | Whether an Affidavit duly attested by the Notary Public/First Class Magistrate (in Original) on a non-judicial stamp paper of Value Rs. 20/- to the effect that there is no vigilance/CBI case/Enquiry by Drug controller pending against the bidder firm/supplier has been enclosed. | | | | | |

CERTIFICATE AND UNDERTAKING BY THE BIDDER

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

Signature, Seal of the bidder with date

Name

Designation.....

CHECK LIST AND IMPORTANT DATES FOR BIDDERS
(To be enclosed with the Technical Bid)

| S.No. | Particulars | Compliance by the Bidder |
|--|---|--------------------------|
| A. Matters relating to EMD amount and Cost of Tender Document | | |
| 1 | Whether a separate Demand Draft for EMD (Rs. 3,50,000/-) and another Demand Draft for Cost of Tender Document (Rs. 500/-) has been submitted in a SEPARATE ENVELOPE ? | |
| B. Matters relating to Technical Bid submission | | |
| 1 | Whether Technical Bid and all the enclosure/annexures to the Technical Bid are serially numbered and over writing or erasures, if any, duly been initialed & endorsed? Whether Technical Bid along with enclosure/annexures are kept inside a SEPARATE ENVELOPE and the said envelope is super scribed as per the instructions given in the tender document? | |
| 2 | Whether list of Hospitals where similar pharmacy services has been rendered by the bidder is attached in the Prescribed Format along with discount offered on the MRP? If similar services has been rendered to other NITs/IITs/IIMs/Central, State Universities/Research Institutions etc., whether the details of such services has been enclosed together with details of Discount offered on MRP? | |
| C. Matters relating to Price Bid submission | | |
| 1 | Whether the Price bid has been submitted under the Letter Head of the bidding firm/company/agency? | |
| 2 | Whether the Price Bid has been kept inside a SEPARATE ENVELOPE and the said envelope is super scribed as per the instructions given | |
| D. Matters relating to Signing, Sealing and Marking of Bids | | |
| 1 | Whether all the pages of the tender document (technical bid, its enclosures and Price bid) duly signed and stamped by the Authorized signatory? | |
| 2 | Whether the THREE SEPARATE ENVELOPES containing (a) Cost of Tender Document + EMD, (b) Technical Bid and (c) Price Bid are placed and wrapped in a Larger Size Outer Envelope AND ALL THE FOUR ENVELOPES are sealed and super scribed as instructed in Chapter 4 of this tender document? | |
| 3 | Whether the following documents have been enclosed with the Technical Bid: (i) Audited and certified Annual Accounts, Income Tax Return and latest assessment orders, clearance certificate. (ii) PAN/VAT/Service Tax Registration certificates 3. | |

| IMPORTANT DATES | |
|------------------------------------|--------------------------|
| Tender Notification Date | 24/05/2017 |
| Pre-Bid Conference Date and Time | 05/06/2017 at 03:30 p.m. |
| Last Date for Submission of Tender | 14/06/2017 at 03:00 p.m. |
| Date of Opening of Technical Bid | 14/06/2017 at 03:30 p.m. |

Signature, Seal of the bidder with date

CHAPTER 10: FORMAT FOR COMMERCIAL/PRICE BID
(To be submitted in a separate Sealed Envelope)

| S.No. | Classification of Drugs | Discount Offered on the MRP. of the Drug (in Figures and Words) |
|--------------|--|--|
| 1 | Drugs the Prices of which are controlled by Central/State Govt. or any Statutory Authority. (DPCO) | |
| 2 | Other Drugs | |
| | a. Generic Medicine | |
| | b. Branded Medicine | |
| | c. Ayurvedic, Sidda and Homeopathic Medicine | |

Signature of the authorized signatory with Seal

VERY IMPORTANT NOTE

1. The Contract will be awarded to the bidder who score a maximum weighted average of discounts on printed MRP for DPCO drugs(S.No. 1) and other drugs(S.No. 2. a, b, c) with weights of 5 and 95 percentages respectively subject to the fulfillment of technical bid and all other terms and conditions.
2. Percentage discount will become applicable on the MRP mentioned and will be inclusive of VAT etc., NO TAXES OF ANY KIND WOULD BE LEVIED ON THE DISCOUNTED PRICE.
3. The List of drugs the prices of which are Controlled by Govt. should be enclosed to the price bid.
4. Any addition or deletion to the list of drugs the prices of which are Controlled by Govt. should be intimated to the Institute immediately with copies of Govt. notification/order for such addition/deletion.
5. The Discount offered should be kept firm throughout the License Period.
6. 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.
7. Average Monthly Turnover at the Pharmacy at NITT during the 12 months period from **April 2015 to March 2016 was around Rs. 15 lakhs per month.**