

DATE: 28-11-2011

**NATIONAL INSTITUTE OF TECHNOLOGY  
TIRUCHIRAPPALLI- 620015**

**Tender for opening and running a “24x7” Pharmacy / Chemist Shop” in NITT**

Director NIT Tiruchirappalli invites Sealed Tender for opening, operation, supervision, management and running a “24x7” Pharmacy / Chemist Shop” in the premises of National Institute of Technology, Tiruchirappalli for supply of Medicines / Surgical Consumables ... etc. to identified patients only against valid prescriptions of NIT doctors.

The tender notice can be downloaded from the Website of the NIT, [www.nitt.edu](http://www.nitt.edu). The cost of tender document is to be tendered in the form of pay order / draft drawn in favour of “Director, NIT” along with bid.

Minimum requirements for eligibility:-

1. The agency/chemist must hold valid licenses as on the date of Bid opening in specified forms for various categories of allopathic medicines issued by the Drug Control authority of the State under the provisions of Drugs and Cosmetics Act,1940.
2. The agency/chemist must not have been convicted by the State Drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.
3. The agency/ Chemist should have at least five years experience in selling / dispensing the medicines / surgical consumable etc.
4. VAT Registration certificate should be available with the bidder.
5. TIN be allotted to the firm.
6. The firm/ chemist should have a turn over business of minimum one crore Per year in running the pharmacy.
7. The firm/chemist should be running pharmacies as multiple chain outlets.

The Director, NIT, Tiruchirappalli reserves the right to reject all / any application received from the Chemists without assigning any reason thereof.

**Last date for submission of tender is 20-12-2011 by 03.00 p.m. in the O/o the Registrar, NIT, Tiruchirappalli – 620015**

## **TENDER CONDITIONS**

### **General terms and conditions of contract for operation, supervision, management and running of 24 (hrs) x 7 (days) Pharmacy/ Chemist stall within NITT**

1. All pages of the tender and related papers are to be duly authenticated by bidder (s) or authorized signatory on behalf of the company /firm.
2. Tenderer are to quote their rates both in figures and in words distinctly as per the format given in Annexure-C. No overwriting should be done. In case, the rate quoted in figures is found to be illegible, rates in words will be considered.
3. The applicant should be Indian National. The tenderer should have experience in dealing in Medicine. The applicant should at least be Matric pass or its equivalent examination recognized by the State/Central Government ( Certificate should be enclosed)
4. The Tenderer/ Bidders are advised to visit the proposed shop for the retail outlet before casting the tender.
5. That the intended tenderer shall ensure that there is no tender has been submitted by the tenderer on behalf of other agency or the tenderer is not a partner or director of a firm that firm/ company has participated in the said contract. If subsequently on acceptance of tender, it is found that the successful bidder is also one of the beneficiary of the intended firm that had participated in the said tender, award of contract would be stand terminated forthwith alongside the security deposits also be stand forfeited.
6. The bidder/tenderer should engage a full time qualified Pharmacist with a diploma/degree from a Government recognized Institute (Recognized by Pharmacy Council of India). Details of the Pharmacist to be enclosed, failing which the tender will be rejected.
7. In the event of failure on the part of the agency to provide adequate service, then, necessary action will be taken by the management of NITT. If there is any complaint against the agency, the agency shall be afforded an opportunity to furnish explanation within 7 (seven) days. If the explanation is not satisfactory, the appropriate authority reserve the right to impose any penalty in addition to termination of contract and the decision of Director, NITT shall be final and binding on the agency.
8. The agency shall arrange & will be responsible for all clearances /formalities including drugs license from State Drug Controller for opening the chemist /pharmacy shop in the allotted space.

9. Institute reserves the right, in future, at any point of time to create additional facilities for growing requirement of the Institute
10. Selected agency shall be responsible for making available adequately qualified staff in sufficient numbers in the shop as per the provisions of Drugs and Cosmetics Act, 1940 & rules made there under.
11. The bidder/contractor/agency hereby indemnify that the agency/bidder shall not represent to a third party during the currency of Contract/service provision in NITT, as a employee of NITT and issue any identity card indicating any authority of NITT .
12. The bidder/tenderer should have valid license from the Drug Controller of the State Government for running a drug store and should fulfil all the conditions necessary thereof. (Copy of license should be enclosed). Copy of Drug License issued by the competent authority shall be prominently displayed during operation of the pharmacy.
13. The Institute will reject a proposal for award if it determines that the bidder recommended for award was engaged in corrupt or fraudulent practices in competing for this contract.
14. The bidders/tenderer should submit the following:-
  - a. Credentials of their business operations – The turnover in pharmacy business should not be less than Rs 1 crore per annum.
  - b. Audited Balance sheets and profit and loss account of last three years.
  - c. Latest Sales tax Certificate.
15. The prospective agency ensure that the rejection of tender without any reason will not be caused for any liability to the affected bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such decision.
16. Bidder/firms whose Drug retailers' license have been cancelled by the concerned authorities and for proceedings are pending in a Court of Law need not apply.
17. Director, NITT, reserves the right to reject all bids documents without assigning any reasons.
18. Tender is to be duly signed on all the pages as a token of having accepted all the terms and conditions (no thumb impression is to be affixed). The tender document is deemed to be part of the contract agreement, once the selected bidder/agency is awarded the contract.

19. That if the institute desires that it is not necessary to appoint agency for running of Pharmacy, the institute may not go for further tender on expiry of two years. It is made clear that the notice inviting tender shall not be the precedent for floating of tender in respect of the premises for all times.

20. The terms and conditions of the tender and the agreement executed will be binding on the bidder/contractor/agency. This offer is being issued in accordance with the terms & conditions of NITT and in the manner specified herein shall operate to create a specific contract between the agency (with whom the contract referred to) on one part and NITT, on the other part.

21. The agency has to give an affidavit duly attested by the Notary Public/ Magistrate First class (in original) on a non-judicial stamp paper of Rs. 10/= that there is no vigilance/CBI case pending against the firm/supplier (Annexure: II).

22. The agency has to agree to all the terms and conditions, stipulated in the tender document, in this connection including service, penalty etc.

23. The successful agency has to undertake to sign the rate contract agreement within 21 (twenty one) days from the issue of the letter of acceptance, failing which EMD/security deposit may be forfeited and name may be removed from the list of contractor/suppliers at NITT. The successful agency shall have to enter into an agreement with the Institute and the cost incurred in this connection, shall be borne by the agency.

24. In case the agency furnishes false information their tenders/ bids will be rejected and their security deposit/EMD will stand forfeited.

25. At any time prior to the date of submission of bid, Director, NITT may, for any reason, whether at his own initiatives or in response to a clarification from a prospective agency, modify the bidding documents by an amendment. All prospective agency who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid. Director, NITT, may at his discretion, extend the date and time for submission of bids.

26. NITT reserves all rights to make any changes in terms and conditions of the tender and also to reject any or all bids without assigning any reason thereof.

27. That the intended tenderer shall ensure that there is no tender has been submitted by the tenderer on behalf of other agency or the tenderer is not a partner or director of a firm that firm/ company has participated in the said contract. If subsequently on acceptance of tender it is found that the successful bidder is also one of the beneficiary of the intended firm that had participated in the said tender, award of contract would be stand terminated forthwith alongside the security deposits also be stand forfeited.

28. Books of accounts, Store Accounts of Drugs and Medicines shall be maintained as per approved procedure.

29. That the successful tenderer shall have to maintain the books of account reflecting the every days transaction of purchase of medicine with batch Nos and date of manufactures and date of expiry.

30. That on violation of any terms and condition of contract, the administration has reserves the right to terminate the contract without assigning any reason on short period of notice.

31. That if there is any litigation for the default of tenderer and NITT become a necessary party in the court, the tenderer shall have to borne the expenses to be incurred for the same.

32. Books of accounts, Store Accounts of Drugs and Medicines shall be maintained as per approved procedure. In case of unsatisfactory performance with regard to maintenance of Chemist / Pharmacy stall as per subject name and description of work, schedule of work and terms and conditions of agreement pointed out during daily and periodical inspection by the concerned authority, the bidder/contractor will be penalized

33. The successful bidder for his own interest should have to carried out the minor repairing, maintenance, establishment of shop like furniture / fixtures, stationeries, if required connectivity of telephone for proper communication and that will have to be met by the successful bidder/ party concerned. The Institute shall allow the successful bidder for painting and whitewashing without Modifications of the existing premises, subject to approval of the Institute.

34. Performance Security is liable to be forfeited if selected Chemist:

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

35. The selected bidder should also abide by the rules and regulations of the local/ Government authorities and provisions of law. The bidder will have to manage the pharmacy/chemist shop and will not sublet the same failing which the contract will be deemed to be terminated.

36. Licencee shall raise a claim bill for all the drugs/ surgical items issued in the month at the rate specified. The claim bill along with all original prescriptions has to be submitted to CMO in the first week of every month for due verification and forwarding for payment. The bill may be submitted daywise/patientwise or as decided by NITT.

37. The bidder shall indemnify the Institute against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the hospital in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job, safety measures prevalent in India and will free the hospital from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The successful bidder will pay all indemnities arising from such incidents without any extra cost to hospital and will not hold the hospital responsible or obligated. NITT may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

38. "That on expiry of contract period , the license shall stand automatically cancelled"

That the successful tenderer shall have to vacate and handover peaceful possession on expiry of contract period. In any event, if the successful bidder intentionally and deliberately refused to vacate and handover the peaceful possession of the premises; the tenderer shall have to pay thrice of the rent payable in respect of the premises occupied by him in addition to any others expenses shall be incurred to vacate the premises.

39. Licensor will provide required space at NIT Hospital, Tiruchirappalli and other infrastructure facilities for which the **LICENCEE has to pay the monthly license fees of Rs 5000(Rupees Five Thousand only) per month and the electricity charges will be paid as per consumption by LICENCEE.**

**Check List****Certificates / Documents required to be submitted in the Techno-Commercial Bid**

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

<b>S.No.</b>	<b>Documents To be Submitted</b>	<b>Document Enclosed YES / NO</b>	<b>If Yes, Mention the Page No / Annexure No. Where mentioned / attached</b>	<b>Remarks</b>
1	EMD in the form of Demand Draft / Bank Guarantee			
2	Duly attested copies of valid licenses held by the bidder as on the date of Bid opening in specified forms of various categories of allopathic medicines issued by the Drug Control authority of the State under the provisions of Drugs and Cosmetics Act, 1940 and rules made there under.			
3	Copy of Declaration of bidder as per Annexure – A duly signed.			
4	Copy of the valid Registration Certificate of the organisation as per the applicable Act vide clause 2.3 along with the list of Executive Members of the Organisation/ Trust/ Firm			

5	TIN & Sales Tax / VAT Registration Certificate.			
6	Undertaking that the voluntary organisation/trust/NGO has not been convicted by State Drugs Controller, and stating that no case is pending against the organisation under the “Drugs and Cosmetics Act and Rules” as well as under the “Drugs Price Control Order” issued from time to time.			
7	Copies of the Audited Balance Sheets for the preceding three financial years to establish the turnover of the bidder			
8	Copy of Drug License for preceding three years.			

SIGNATURE OF TENDERER

**NATIONAL INSTITUTE OF TECHNOLOGY  
TIRUCHIRAPPALLI – 620 015**

**Tender document for opening and running a “24x7” Pharmacy / Chemist Shop” in  
the premises of National Institute of Technology for supply of Medicines / Surgical  
Consumables etc. to identified patients.**

**Bidding Schedule**

The detailed schedule for the same is as follows :-

1	Price of Bid documents :	Rs.2,000/- in the form of pay order / draft drawn in favour of “Director NIT”, Tiruchirappalli - 620015.
2	Issue of blank Bid documents :	Tender document* will be available on the NITT website from where it may be downloaded.
3	Web site address for blank bid :	www.nitt.edu
4	Date of floating the tender	28-11-2011
5	Amount of Earnest Money Deposit :	Rs.1,20,000/- (Rs. One Lakh twenty Thousand only) by D. D./ P.O.
6	Method of submission	By Hand/By Post
7	Last date & time for submission of Bid:	<b>20-12-2011 upto 03.00 p.m.</b>
8	Date & Venue for Tender Opening :	<b>20-12-2011 at 4-00 p.m.</b> ( A-11 Hall)

In the event of the date being declared as a closed holiday for Institute’s office, the due date for submission of bids and opening of bids will be the following working day at the same time in the same venue times, the intending tenderer may represent for opening the bid documents in the presence of attending agencies or their authorized representatives, if any.

\* In case the tender documents are downloaded from the website :

The bidders may download the tender documents directly from the website available at [www.nitt.edu](http://www.nitt.edu). In such case, the bidders are required to submit the **tender cost fee of Rs. 2000/-** (non-refundable) by way of separate demand draft drawn in favour of Director, NIT Tiruchirappalli , and the same should essentially be enclosed along with the techno commercial bid. The bidders should specifically superscribe, “downloaded from the website” on the top left corner of the outer envelope containing techno-commercial bid & price bid separately. In no case, the tender cost fee should be mixed with EMD amount. The tenders not following the above procedure will be summarily rejected. Tenders should be submitted in two stage – two envelope system; Part-I containing technical bid in one sealed cover and Part-II containing price bids/financial bids in other sealed cover. All the pre-qualification documents including EMD as required in the tender document should invariably be accompanied with the technical bid. Tenders submitted without complying with the directions as above will be summarily rejected.

**SECTION – I****Instruction to Bidders****1. SCOPE OF WORK**

1.1	To set up and operate 24x7 Pharmacy / Chemist Shop within the premises of National Institute of technology, Tiruchirappalli for supply of Medicines / Surgical Consumables . . . etc. on discounted rates. The chemist shop will sell these items through computerized system and will submit the documentary proof, of supply of these items to the patients at the approved discounted rates. The space for shop will be provided <b>by NITT on monthly rent of Rs 5000 (Rupees five Thousand)</b>
1.2	To maintain sufficient stocks of medicines, consumables, surgical items, Implants, Instruments, etc for sale at the Pharmacy / Chemist Shop at discounted rates.
1.3	To sell medicines, surgical items etc. to patients only against valid prescriptions of NITT doctors at pre-approved discounted rates.
1.4	Chemist will ensure use of bar-coding on each item and optical scanner at point of sales.
1.5	Expenditure on establishment of shop, broadband Internet connectivity, telephone, electricity, water etc. shall be borne by the chemist.
1.6	The selected firm/chemist shall arrange & will be responsible for all clearances / formalities including drugs license from State Drug Controller for opening the chemist shop in the allotted space.
1.7	Selected firm/chemist shall be responsible for making available adequately qualified staff in sufficient numbers in the shop as per the provisions of Drugs and Cosmetics Act, 1940 & rules made there under.

**2. ELIGIBILITY**

2.1	The firm/chemist must be holding valid licenses as on the date of Bid opening in specified forms for various categories of allopathic medicines issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 & rules made there under.
2.2	The firm/chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the provisions of Drugs and Cosmetics Act, 1940 & rules made there under
2.3	That the bidder must have the experience of <b>operating a pharmacy in a 300 bed hospital.</b>
2.4	Copy of the Sales Tax ( VAT ) Registration Certificate is to be furnished. Organisation shall also submit a certificate on the organisation letter head stating that up-to-date returns have been filed there are no dues with the concerned department. Prospective bidder will also submit the copies of latest returns filed to the department of trade tax.

### 3. COST OF BIDDING

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

### 4. BIDDING PROCEDURE, SIGNING AND SEALING OF BIDS

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

#### Part 1 : “Technical Bid”

#### 4.02 Earnest Money

The bidder are required to submit their EMD amount of Rs.1,20,000- (Rs. One Lakh Twenty Thousand only) in the name of “Director NIT Tiruchirappalli” payable at Tiruchirappalli as Earnest Money. The demand draft / Bank Guarantee must be issued by a Scheduled Indian Bank. Original EMD should be submitted along with the technical bid, failing which the quotation will be summarily rejected and no communication will be entertained in this regard.

#### 4.03 Documents establishing Bidders eligibility (Technical Bid)

**The following documents should be submitted along with the tender bid as mentioned below.**

a)	EMD Rs.1,20,000/- (Rs. One Lakh Twenty Thousand only) in the form of Demand Draft / Bank Guarantee drawn in favour of Director, NIT Tiruchirappalli & payable at Tiruchirappalli.
b)	Duly attested copies of valid licenses held by the bidder as on the date of Bid opening in specified forms for various categories of allopathic medicines issued by the Drug Control authority of the State under the provisions of Drugs and Cosmetics Act, 1940 and rules made there under. Copy of Drug License for preceding three years would be required.
c)	Copy of Declaration of bidder as per Annexure – A duly signed
d)	Copy of the valid Registration Certificate as per the applicable Act along with the list of Executive Members of the Organisation/ Trust/ Firm
e)	TIN & Sales Tax / VAT Registration Certificate.

f)	Undertaking that the voluntary organisation/trust/NGO has not been convicted by State Drugs Controller, and stating that no case is pending against the firm under the “Drugs and Cosmetics Act and Rules” as well as under the “Drugs Price Control Order” issued from time to time.
g)	Copies of the Audited Balance Sheets for the preceding three financial years to establish the turnover of the bidder.

#### 4.04 PERIOD OF CONTRACT

**The contract shall initially be for a period of two years** from the date of the signing of contract. However, strictly on the basis of the satisfactory performance it may be extended for a further period of one year at the sole discretion of the Director, NIT, Tiruchirappalli on the same terms and conditions.

#### 4.05 RIGHT TO ACCEPT / REJECT ANY BID

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

#### 4.06 PERFORMANCE SECURITY GUARANTEE

The successful bidder will have to furnish a Performance Bank Guarantee for an amount of **Rs. 3,000,00( Rupees Three lakhs only)** either in the form of Bank Guarantee valid for 36 months (as per format at Annexure – B ) issued by the Scheduled Bank or thorough Demand Draft payable to “Director NIT Tiruchirappalli”. No claim shall be made against AIIMS in respect of interest if any due on the Performance Security.

The Performance Bank guarantee should remain valid up to six months beyond the validity of the contract.

#### 4.07 INDULGENCE IN CORRUPT OR FRAUDULENT PRACTICES

- (I) The Institute requires that the Bidder under this bid observes the highest standards of ethics during the procurement and execution of this contract.
- (II) In pursuance of this policy, the terms are set forthwith as follows:
  - a) “corrupt practice” means offering, giving, receiving or soliciting

any thing of value to influence the action of the public official in the contract execution;  
and

- b) “fraudulent practice” means misrepresentation of facts in order to influence the execution of the contract to the detriment of the Institute, and it includes collusive practices among Bidders (prior to or after bid submission) designed to deprive the Institute of the benefits of free and open competition.

(III) The Institute will reject a proposal for award if it determines that the bidder recommended for award was engaged in corrupt or fraudulent practices in competing for this contract.

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

## **Part 2: “Commercial Bid”**

### **5.**

Duly filled-in prescribed Bid Form (**Price Bid** as per Annexure C ) containing the discount offered on MRP will have to be submitted. The discount offered will have to be **more than 11% of MRP, in any case, on all items across the board, to be sold** at the pharmacy/chemist shop in the space provided by NITT.

#### **5.01**

**Contract will be awarded to the bidder who will quote for maximum percentage of discount on printed MRP on all items across the board,** subject to fulfilment of technical bid and all other terms and conditions.

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

#### **5.02**

The Bid is liable to be rejected, if the required information / documents have not been furnished as asked for. Individual signing the Bid and other documents must specify whether he signs as :

- i. A partner of the organisation/trust/NGO, if it is in joint ownership/trusteeship/partnership then in that case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.

A person signing the Bid form or any document forming part of the bid on behalf of another shall be deemed under warranty that he has authority to bind with his acts on such other person. If on enquiry, it appears that the person so signing has no authority to do so, the NITT without prejudice to other Civil and Criminal remedies, can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.

### **5.03 PERIOD OF VALIDITY OF BIDS**

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

### **5.04 INVENTORY MANAGEMENT**

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

### **5.05 PENALTY**

In case the chemist fails to supply the prescribed medicines and other items, a penalty will be imposed which has to be decided on the merit of the complaint by the Director, NITT/Specified Committee.

### **5.06 FORFEITURE OF EMD / PERFORMANCE SECURITY.**

**(I)** The Earnest Money may be forfeited if a Bidder withdraws its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails:

- i. To sign the contract in accordance with the terms and conditions, and
- ii. To furnish Performance Security as per the terms and conditions.

**(II) Performance Security** is liable to be forfeited if selected chemist:

- I) Fails to adhere to the terms and conditions of the contract
- II) Supplies any sub-standard, spurious medicines, substituted drug/molecule etc.
- III) Non – availability of common medicines / surgical consumables, etc.
- IV) Over – charging i.e. not offering the pre determined discount

V) Non-payment of rent / any other dues.

#### **6.01 SUBMISSION OF BIDS**

Bidders will submit all the Bid documents, under two-bid system (Technical Bid & Price Bid in separate Sealed covers), only by hand or, by post in the name of “Director NIT Tiruchirappalli” by 20-12-2011 up to 03.00 p.m.

#### **6.02 OPENING OF BIDS**

Tender (Technical Bid) shall be opened in the A-11 Hall, NIT, Tiruchirappalli on 20-12-2011 at 4-00 p.m.

#### **7 MISCELLANEOUS**

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

## **Terms and Conditions of Contract**

### **1. NON SUBSTITUTION**

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

### **2.1 PACKED SUPPLIES**

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

### **2.2 INDIVIDUAL PACKETS**

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

### **3. LIFE PERIOD OF MEDICINES SUPPLIED**

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

### **4. PERFORMANCE SECURITY**

The amount of Performance Security shall be liable to be forfeited if the medicines / surgical consumables, etc supplied by the authorized Chemist against the request placed on them in pursuance of this contract are subsequently found as having not conforming to quality.

**Performance Security** is liable to be forfeited if selected chemist:

- i. Fails to adhere to the terms and conditions of the contract
- ii. Supplies any sub-standard, spurious medicines, substituted medicine etc.

- iii. Non – availability of common medicines / surgical consumables, etc.
- iv. Over – charging i.e. not offering the pre determined discount
- v. Non-payment of rent / any other dues.

The Chemist should not stop the sale of the Medicines / Surgical Consumables . . . etc. without giving 60 days prior notice to NITT.

## **5. PENALTY FOR DEFAULT**

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

In case the chemist fails to supply the prescribed medicines and other items, a penalty will be imposed which has to be decided on the merit of the complaint by the Competent Authority. In case of prescription for specific brand of medicines and other items, the same shall not be substituted. If any such case is noticed during random check / complaint by the purchaser etc after the payment, then chemist will be penalized for Rs. 1000/- plus cost of the specific brand for each such default.

## **6. TERMINATION FOR DEFAULT**

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

- (a) If the bidder fails to provide any or all of the services within the period(s) specified in the Contract
- (b) If the bidder fails to perform any other obligation(s) under the Contract
- (c) If the bidder, in the judgement of the NITT has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

## **7. SALE OF MEDICINES etc.**

7.1 Sufficient stock of standard quality of medicines / surgical item at all times will have to be maintained by the chemist.

7.2 The chemist will indicate name of the medicine, quantity, batch number, date of expiry including Discount given in the Cash Memo at the time of supplying the medicines / surgical item to the purchaser.

7.3 The medicines / surgical item etc. to be supplied will be of standard quality. In case, it is found that any particular medicines/surgical item, etc. is expired or is near to the date of expiry, found not of standard quality, substandard or spurious, chemist will liable to be penalized which may include being debarred for a period of 3 years besides other legal action as may be necessitated.

7.4 Medicines / surgical items for the patient shall be supplied in individual packets by the chemist.

## **8. RETURN OF UNCONSUMED STOCK OF MEDICINES /SURGICAL ITEMS**

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

## **9. INDEMNITY**

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

## **10. ARBITRATION**

The contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise in between the institute and bidder in connection with or arising out of the contract, whether during the contact period or after completion and whether before or after the termination , abandonment or breach of contract, the same shall be referred to the sole arbitrator to be appointed by the institute. The decision of the arbitrator shall be final and binding. For all legal matters the jurisdiction will be only Madurai bench of Madras High court."

## **11. NOTICES**

11.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy by post to the other Party's address as below.

11.2 Notice shall be effective when delivered or on the notice's effective date, whichever is later.

**12.**That the intended tenderer shall ensure that there is no tender has been submitted by the tenderer on behalf of other agency or the tenderer is not a partner or director of a firm that firm/ company has participated in the said contract. If subsequently on acceptance of tender it is found that the successful bidder is also one of the beneficiary of the intended firm that had participated in the said tender, award of contract would be stand terminated forthwith alongside the security deposits also be stand forfeited.

**13.**Books of accounts, Store Accounts of Drugs and Medicines shall be maintained as per approved procedure.

**14.**That the successful tenderer shall have to maintain the books of account reflecting the every days transaction of purchase of medicine with batch Nos and date of manufactures and date of expiry.

**15.**That on violation of any terms and condition of contract, the administration have reserves the right to terminate the contract without assigning any reason on short period of notice.

**16.**That if there is any litigation for the default of tenderer and NITT become a necessary party in the court, the tenderer shall have to borne the expenses to be incurred for the same.

**17.**Books of accounts, Store Accounts of Drugs and Medicines shall be maintained as per approved procedure. In case of unsatisfactory performance with regard to maintenance of Chemist /Pharmacy stall as per subject name and description of work, schedule of work and terms and conditions of agreement pointed out during daily and periodical inspection by the concerned authority, the bidder/contractor will be penalized

**18.**The successful bidder for his own interest should have to carried out the minor repairing, maintenance, establishment of shop like furniture /fixtures, stationeries, if required connectivity of telephone for proper communication and that will have to be met by the successful bidder/ party concerned. The Institute shall allow the successful bidder for painting and whitewashing without Modifications of the existing premises, subject to approval of the Institute.

**19.**Performance Security is liable to be forfeited if selected Chemist:

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

**20.**The selected bidder should also abide by the rules and regulations of the local/ Government authorities and provisions of law. The bidder will have to manage the pharmacy/chemist shop and will not sublet the same failing which the contract will be deemed to be terminated.

**21.**Licencee shall raise a claim bill for all the drugs/ surgical items issued in the month at the rate specified. The claim bill along with all original prescriptions has to be submitted to CMO in the first week of every month for due verification and forwarding for payment. The bill may be submitted daywise/patientwise or as decided by NITT.

**22.**The bidder shall indemnify the Institute against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the hospital in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job, safety measures prevalent in India and will free the hospital from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The successful bidder will pay all indemnities arising from such incidents without any extra cost to hospital and will not hold the hospital responsible or obligated. NITT may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

**23.** "That on expiry of contract period , the license shall stand automatically cancelled"

That the successful tenderer shall have to vacate and handover peaceful possession on expiry of contract period. In any event, if the successful bidder intentionally and deliberately refused to vacate and handover the peaceful possession of the premises; the tenderer shall have to pay thrice of the rent payable in respect of the premises occupied by him in addition to any others expenses shall be incurred to vacate the premises.

**ANNEXURE – A****Declaration of Bidder**

From:

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

To:

The Director,  
National Institute of Technology,  
Tiruchirappalli - 620015  
Tamil Nadu

Dear Sir,

1. I / We hereby offer to open & run 24 x 7 pharmacy / chemist shop to sell medicines and surgical consumables etc. to patients attending NIT Hospital indicated in the Bid notice in the acceptance of Bid at the rate given in **Price Bid** attached and agree to hold this offer open till\_\_\_\_\_. I / we shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I / we have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
3. I / we are fully aware of the nature of medicines and surgical consumables etc. required ; and my / our offer is to sell the medicines and surgical consumables / implants etc. strictly in accordance with the requirements of patient.
4. I/ we agree to arrange supplies of standard quality drug and surgical consumables.
5. I / we agree that the supply of aforesaid will comply with provisions of Drugs & Cosmetics Act, 1940 and rules made there under.
6. My / our organisation has not been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and Rules.

SIGNATURE OF WITNESS  
NAME  
ADDRESS:

SIGNATURE OF BIDDER  
NAME  
ADDRESS:

**ANNEXURE – B****PERFORMANCE SECURITY FORM (PSF) (For an amount of Rs.3,000,00/- (Rupees Three Lakhs only)**

To,  
 Director,  
 National Institute of Technology  
 Tiruchirappalli

WHEREAS \_\_\_\_\_(Name of successful bidder)

Hereinafter called “Successful Bidder” has undertaken, purchase Contract NO. \_\_\_\_\_

Dated \_\_\_\_\_ 2011 to \_\_\_\_\_

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

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

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

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

1.THEREFORE WE hereby affirm that we are guarantors and responsible to you up to a total sum of Rs. 3,000,00/- ( Rupees Three Lakhs only) and we undertake to pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

2.A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us notwithstanding any differences between you and successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.

3.In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee.

4. You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and cognitions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forbear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.

5. We undertake not to revoke this guarantee during its currency.

6. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.

7. This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of Two years or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this day of 20\_\_ at

SIGNED, SEALED AND DELIVERED

For and on behalf of (Name of the bank)

By:

(Signature)

(Name)

(Designation)

(Address)

**ANNEXURE – C****PRICE BID**

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

To:  
The Director,  
National Institute of Technology,  
Tiruchirappalli – 620 015

Dear Sir,

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

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

S.No.	Type of Drug	Minimum Discount	Discount offered (in figures)	Discount offered (in words)
1	All Items	11%		

**Note : Bid of firms quoting discount less than 30% on MRP shall be summarily rejected and no correspondence shall be entertained in this regard.**

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

Signature\_\_\_\_\_Name\_\_\_\_\_

\_\_\_\_\_

Rubber stamp