

COST OF TENDER :Rs 500/- ONLY

TENDER NO : IIITDMJ/P&S/Enq/2015-16/25

Dated : 15.12.2015

**TENDER DOCUMENT  
FOR  
EMPANELMENT OF  
SUPPLIERS/STOCKISTS/CHEMISTS**

PDPM,

INDIAN INSTITUTE OF INFORMATION TECHNOLOGY

DESIGN & MANUFACTURING, JABALPUR

Dumna Airport Road, P.O. Khamaria, Jabalpur - 482005



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## INVITATION FOR TENDER

### **Sub : Notice inviting tender for empanelment of suppliers/stockists/chemists**

PDPM – IIITDM, Jabalpur, intends to empanel / stockists / chemists ( hereinafter referred to as Chemists for brevity) for supply of medicines to the Institute. The panel is expected to remain operational for a period of 02 years subject to satisfactory performance.

The Institute invites applications from such Chemists who are interested in inclusion in the panel on the basis of technical eligibility and maximum percentage discount offered by them on medicines of Generic and Non-generic nature. Chemists who fulfil the eligibility criteria and agree to the other terms and conditions mentioned in this document shall apply in the prescribed form (Annexure I ) to the Registrar, PDPM-IIITDM, Jabalpur, Dumna Airport Road, Post-Khamaria, Jabalpur – 482005 (MP) completed applications along with the necessary enclosures, in a sealed envelope should be sent by Speed Post /Courier by 3:00 pm on 07.01.2016. The Institute reserves the right to accept any or reject any or all of the applications received without assigning any reasons.

Tender Reference No.	Enquiry No. IIITDMJ/P&S/Enq/2015-16/25 Empanelment of Suppliers/Stockists/Chemists
Date of Pre bid	29.12.2015 (04:00 PM)
Last Date and Time for receipt of Tender	07.01.2016 (03:00 PM)
Time and Date for Opening of Technical Bid	07.01.2016 (04:00 PM)
Venue	PDPM-IIITDM, Jabalpur, Campus

The tender document & and details of terms and conditions can be downloaded from our website [www.iiitdmj.ac.in](http://www.iiitdmj.ac.in) between 15.12.2015 to 07.01.2016

A crossed demand draft of Rs 500/- (Rupees Five Hundred only) towards Tender Fee (non-refundable) in favour of "PDPM – IIITDM, Jabalpur" payable at Jabalpur should be submitted in a separate sealed envelope along with the tenders.

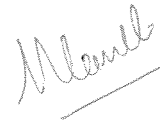
### **1) Earnest Money Deposit**

The earnest money deposit of Rs 25,000/- in form of DD or FDR for the above items has to be submitted separately as under :-

### **2) Sealing and Marking of Bids**

Both the bids (Technical as well as Financial bid) must be separately sealed and marked as following.

- i) EMD and Tender Fee should be sealed in a separate envelope (ENVELOPE – ONE), duly super scribed as "EMD and Tender Fee for Tender No : IIITDMJ/P&S/Enq/2015-16/25/Empanelment of suppliers/stockists/chemists



- ii) **The Technical bid (Part 1)** “should be sealed in a separate envelope (ENVELOPE – TWO), duly superscribed as “Technical Bid (Part 1) for Tender No : IIITDMJ/P&S/Enq/2015-16/25/Empanelment of suppliers/stockists/chemists
- iii) iii) The Financial bid (Part 2) “should be sealed in separate envelopes (ENVELOPE – THREE), duly superscribed as “Financial Bid (Part 2) for Tender No : IIITDMJ/P&S/Enq/2015-16/25/Empanelment of suppliers/stockists/chemists
- iv) These THREE separate sealed envelopes are to be put in a bigger envelope (ENVELOPE-FOUR), which should also be sealed. Each of these FOUR envelopes MUST be super-scribed with following details:

<p style="text-align: center;"><b>TENDER FOR EMPANELMENT OF SUPPLIERS/STOCKISTS/CHEMISTS</b></p> <p><b>PDPM – IIITDMJ, JABALPUR</b> <b>TENDER REF : NO : IIITDMJ/P&amp;S/Enq/2015-16/25/Empanelment of suppliers/stockists/chemists</b> <b>Dated : 15.12.2015</b> <b>LAST DATE FOR SUBMISSION :-</b> <b>The Registrar,</b> <b>PDPM – Indian Institute of Information, Design and Manufacturing,</b> <b>Dumna Airport Road, Jabalpur – 482005</b></p> <p style="text-align: right;">From : M/s _____ Contact No _____ E-Mail ID _____</p>
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**The financial bids of those firms will only be opened who are found to be technically qualified after evaluation. The bids submitted without tender fees and /or EMD will be summarily rejected and no further communications in this regards will be entertained. The Institute reserves the right to cancel/reject any or all bids without assigning any reason thereof.**

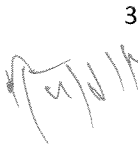
**Procedure for application :**

The application should be submitted on the basis of two (02) bid system (i) Technical bid (ii) Financial bid as detailed above :-

Documents establishing technical eligibility should be enclosed in the technical bid. Financial bid should not be enclosed in the Technical bid. All pages of this document must be signed with seal at the bottom and sent together with duly filled in application form attaching all specified documents. The chemist will be responsible to ensure that his application is received at PDPM-IIITDM, Jabalpur on or before the due date and time. The Institute is not responsible for non-receipt of applications within the specified date and time due to any reason including postal delay or delay in transit. **All costs in connection with preparation of the document shall be borne by the applicant.**



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## I. INSTRUCTION TO BIDDERS

### 1. Technical Eligibility :

- (a) The chemist must hold valid licenses as on the date of application in specified forms (**Form 20, 20-B, 21, 21-B and 21-C**) for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 as applicable and any other law in force. They must hold all other licenses, clearances and permissions as may be necessary to carry out the trade of dealing with / sealing of medicines. The empanelled chemists will further ensure and undertake that their licenses remain valid till the end of the contract period.
- (b) The chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.
- (c) The chemist should have an annual minimum turnover of **Rs 10 Lakhs** for the last three years.
- (d) The chemist should agree to supply **all the medicines** and consumables that the Institute order irrespective of the brands or manufacturers. Failure to do so after execution of the purchase contract as described elsewhere in the document will result in automatic forfeiture of the Performance Guarantee.
- (e) The chemist should not have been debarred/black-listed by any Govt/Semi-Govt/Public Sector organisation.
- (f) The shop/establishment of the chemist should be situated in the Jabalpur.
- (g) VAT clearance certificate should be available with the chemist.
- (h) The chemist should have a computerized billing system.

### 2. The following documents should be submitted alongwith the application.

- (a) Self attested copies of valid licences held by the chemist as on the date of application.
- (b) Copy of No Conviction Certificate from State Drugs Controller that no case is pending against the firm under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs (Price Control) Order, 1995 issued from time to time. An affidavit to the affect is acceptable in lieu thereof.
- (c) Copies of the balance sheets for the last three financial years, duly certified by a Chartered Accountant.
- (d) Detailed application form as per **Annexure-I**
- (e) Banker's certificate from the chemist's banker as per format in **Annexure – II**
- (f) Financial Bid as per **Annexure – III**
- (g) Copy of Sales Tax registration.
- (h) Copy of VAT registration certificate.



- (I) A copy of PAN allotted to the chemist.

## II. TERMS AND CONDITIONS

### 1. Scope of work :

The Institute wishes to empanel 01 or more supplier/stockist/chemist only on the basis of their technical qualification and maximum percentage discount offered by them for generic and non-generic class of medicines. The Institute will issue purchase order to any of the empanelled supplier's during the valid empanelment period. The chemists will supply the medicines/ drugs at the agreed discount rate in the stipulated time.

It may be noted that the Institute is not bound to procure all its requirements of medicines only from the chemist offering the highest discount. The Institute also reserves the right to split / divide its purchases among two or more chemists. The Institute also reserves the right to accept any or reject any or all of the offers that it may receive without giving any reasons.

### 2. Pricing :

The chemist's shall quote maximum percentage discount rates for all types of medicines viz. Tablets, capsules, injection syrups, ointments/creams, injections, etc. covered under the generic and non-generic category. **Thus, only 02 broad percentage discount rates on Maximum Retail price (MRP) shall be offered i.e. one for Generic class and other for Non-generic category. It should be noted that liability to pay any duties, levies or taxes leviable under the law would be that of the chemist.** The chemist will also have to bear all the expenses etc. connected with proper packaging, carting, transportation etc. in connection with supply to any place specified by the Institute. The Institute will only pay the labelled MRP minus discount allowed thereon. The quoted discount rate shall remain valid for the entire duration of empanelment.

### 3. Performance Security Guarantee

On successful empanelment entering into an purchase contract with the Institute, as specified above, the chemist will have to furnish a Performance Bank Guarantee of Rs 50,000/-, either in the form of Bank Guarantee valid for 30 months issued by the scheduled Bank or through Demand Draft payable to "IIITDM, Jabalpur".

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

The amount of Performance Security shall be liable to be forfeited if the medicines supplied by the authorized chemist against the indents placed on them in pursuance of this contract are subsequently found as having been stolen or are not conforming to quality. The Performance Security is also liable to be forfeited if the authorized chemist :

- i) Fails to adhere to the terms of the Contract or
- ii) Supplies any sub-standard, spurious drugs or substitute medicines.



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- iii) Delays in supplies.
- iv) Over charges

#### **4. Period of Contract :**

- a) The period of the empanelment contract shall be for a period of two years subject to satisfactory performance.
- b) In respect of the annual purchase contract, supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honoured in accordance with the terms of contract even though the last date of the contract may have expired on the date of supply of medicines.

#### **5. Right to accept /reject any or all applications :**

Applications received after the due date and time or incomplete in any respect are liable to be rejected. The Institute reserves the right to accept or reject any or all of the applications in full or apart without assigning any reasons. The Institute reserves the right to scrap the panel at any time, without assigning any reasons thereof. The Institute's decision in this regard shall be binding and final. The Director, PDPM-IIITDM, Jabalpur, has the right to modify / after any requirements in this document at his discretion in the interest of the Institute as deemed appropriate by him. His decision in this regard shall be final.

#### **6. Purchase order and delivery of supplies :**

- a) On receipt of order for supply from the Institute, the delivery of supplies in full shall be made at the Institute premises, during the working hours of the Institute as soon as possible but not later than three working days.
- b) In case of order for specific brand of medicines, the brand shall not be substituted. In other cases medicines conforming to Schedule M specifications of the Central Drugs Standard Control Organization shall be supplied.
- c) Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity indented of any particular medicine/drug.
- d) Every medicine has its own shelf-life period mentioned on the label of medicine. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply.
- e) The chemist will indicate batch number, name of manufacturer, date of expiry in the invoice at the time of supplying the medicines/drugs to the Institute.
- f) The chemist should not stop the supplies of the medicines/drugs without giving 30 days notice.

#### **7. Presentation of bills :**

- a) The chemist shall present the bill to the Institute for the supplies made. The bill should clearly indicate the details of the supplies made such as name of the item, quantity, rate, discount amount, name of manufacturer, batch No. date of manufacture & expiry date, purchase order No. With date etc. and any other information required by the Institute.



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Handwritten signature and date

Handwritten signature

b) The bill shall be supported by the original indent along with the certificate from the authorised official of the Institute in charge of the dispensary under his/her signature, with date, seal of the office for receipt of the items indented.

c) Incomplete bills not accompanied by any of the particulars mentioned in (a) & (b) above will not be entertained.

## 8. Payment :

Payment of the bills presented will normally be arranged within 10 working days from the date of presentation of the bill. However, the chemist shall make no claim from the Institute in respect of interest or damages in case the payment is delayed for any reasons.

## 9. Corrupt, fraudulent or unethical practices

The Institute requires that the chemist observes the highest standards of ethics during the procurement and execution of contract for supply of medicines. The medicines/drugs to be supplied will be of standard quality. In pursuance thereof, the terms are set forth as follows :

a) The chemist shall not resort to misrepresentation of facts in order to influence the empanelment process or execution of contract to the detriment of the Institute.

b) The Institute will declare a chemist ineligible, either indefinitely or for a specified period of time, for award of the contract, if at any time, it determines that the chemist has engaged in corrupt and fraudulent practices in executing the contract.

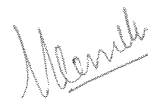
c) The Institute may, without prejudice to any other remedy for breach of contract, at its sole discretion, terminate the contract in whole or part in respect of any chemist for any of the following reasons :

i) supply of sub-standard/spurious/substitute medicines.

ii) delay in supply/refusal to supply/non-supply of medicines.

iii) over charging in the bill.

iv) in case it is found that any particular medicine's date is expired or is near the date of expiry.



- v) if the chemist fails to perform any other obligation (s) under the contract
- vi) in the judgement of the Institute has engaged in corrupt or fraudulent practices.

d) If any such case indicated in (c ) above is noticed during subsequent scrutiny after or before the payment, then the chemist shall refund the disputed/excess amount already paid by the Institute, replace the medicines in question. The Institute may stop payments due or recover the cost of such supplies from the amounts due to the chemist.

#### **10. Applicability of best prices :**

If the chemist with whom the Institute has entered into an annual purchase contract offers a higher discount or sells or even offers to sell medicines following conditions of sale similar to those of the Institute's contract, to any person or organization during the currency of the rate contract, the discount rate applicable to the Institute will be automatically increased with effect from that date for all the subsequent supplies under the contract and the contract amended accordingly. Other parallel contract holders, if any, will be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15 (fifteen) days time to intimate their revised prices, if they so desire, in sealed cover to be opened in public on the specified date and time and further action taken as per standard practice.

#### **11. Indemnity :**

The chemist shall indemnify the Institute against all actions, suits, claims and demands brought or made against the Institute in respect of anything done or committed to be done by the chemist in execution of or in connection with the work of this contract and against any loss or damage to the Institute in consequence to any action or suit being brought against the chemist for anything done or committed to be done in the execution of this contract.





## Annexure I

PDPM – Indian Institute of Information Technology, Design and Manufacturing Jabalpur

### APPLICATION FORM FOR EMPANELMENT OF CHEMISTS FOR SUPPLY OF DRUGS & MEDICINES

S.No.	Items	Details
1.	Name of the Chemist	
2.	Constitution (Company/Partnership/Proprietorship)	
3.	Details of Registration (Registering Authority; Registration No. & Date)	
4.	Year of commencement of business	
5.	Sale Tax No	
6.	PAN Number	
7.	Whether Manufacturer / Authorised Distributor/Dealer/Agency	
8.	Name (s) of the Proprietor/Partner/Director / Official with designation authorized to make commitment to the Bank	
9.	Telephone No Mobile No e-mail :	
10.	Mailing Address	
11.	Whether the Chemist holds valid licence (s) on the date of application for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act , 1940 ? please give details of licenses	
12.	Whether the Chemist has been convicted by the State Drugs Controller or any case is pending against the Chemist under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs Price Control Order issued from time to time ?	

S.No.	Items	Details
13.	Whether VAT clearance certificate is available with the Chemist	
14.	Whether the billing system is computerised ?	
15.	Agreement to best price norm (refer para 10)	
16.	Names of the Government/Public Sector / Corporate clients of the chemist for bulk supply of medicines. Also give contact person's name and telephone numbers.	
17.	Name and address of Principal Banker. Please also give phone numbers	

I have read and understood the notice issued by PDPM-IIITDM, Jabalpur containing the eligibility criteria and the terms and conditions for empanelment chemists and druggists for supply of drugs and medicines. I fully accept the terms and conditions. I also understand that the Institute reserves the right to accept any or reject any or all of the applications without assigning any reasons.

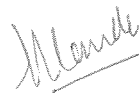
Name :

Signature

Designation :

Date :





**Bankers' Certificate**

To,  
Registrar,  
PDPM-IIITDM Jabalpur

**Bankers' Certificate from a Scheduled Bank**

This is to certify that to the best of our knowledge and information M/s Sri..... having the noted address, a customer of our bank are / is respectable and can be treated as good for nay engagement up to a limit of Rs ..... (Rupees.....).

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

For the Bank

(Signature with seal)

Date :

Name & Designation

For the Bank

**Note :**

1. Bankers' certificates should be on letterhead of the Bank, sealed in cover and addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.



Financial Bid

S No	Nature of Medicine/Type	Maximum percentage discount offered
1.	Generic	
2.	Non-generic	

Date :

Seal & Signature of the Supplier/

Stockists/Chemist

