INSTITUTE OF ENGINEERING AND TECHNOLOGY
SITAPUR ROAD, LUCKNOW-226021

TENDER DOCUMENT FOR PROCUREMENT OF MEDICINES

The Institute invites sealed tenders from the eligible and reputed Chemists for supply of medicines/drugs to the IET, Lucknow.

Bidding Schedule

The detailed schedule for the same is as follows:-

1. Price of blank Bid documents : Rs. 500/- (Payable in the form of Demand /Bank Draft/Banker’s cheque in the name of Director, IET. Lucknow payable at Lucknow. If document is obtained by hand. In case the tender document is to be obtained by post than a Demand /Bank Draft/Banker’s cheque of Rs. 650/- (Rs. 500/- Tender document fees + Rs. 150/- as postal charges) in the name of Director, IET. Lucknow payable at Lucknow should be sent.

2. Date and time of issue of blank Bid documents : 20-03-2010 to 25-03-2010

3. Amount of earnest money deposit : Rs. Ten thousand only

4. Address where the Bids are to be dropped : Tender Box in the office of Store purchase section Room No. 106, Ground floor, Administrative Block, IET., Lucknow.

5. Last Date and time for submission of completed sealed Bid Documents : 26-03-2010 upto 1.00 pm.

6. Date and Time of Opening of Bid Documents : 26-03-2010 on 4.00 pm. Onward in the Committee Room of IET., Lucknow

Important Note:
1. If the Tender depositing and opening day falls on any Gazetted Holiday, it will be on the next working day and on same time.
2. It is the responsibility of the Bidder to ensure that their bids whether sent by post or by courier or by person are dropped in the Tender Box.
TERMS AND CONDITIONS

1. The prescribed tender document can be obtained by hand by sending a written request on the letter head of the firm addressed to The Registrar, Institute of Engineering & Technology, Sitapur Road, Lucknow-226021,(U.P) India, along with a Bank/Demand Draft/Banker’s cheque of Rs. 500/- (as tender document fees) drawn in favour of The Director, Institute of Engineering & Technology, Sitapur Road, Lucknow-226021 payable at Lucknow. The prescribed tender document can also be obtained by depositing Rs. 500/- in cash in Accounts Section of Institute. The timings for receiving tenders by hand on any working day shall be 10:00 AM to 4:00 PM. From 20.03.2010 to 25.03.2010.

   The prescribed tender document can also be obtained By POST by sending a written request on the letter head of the firm addressed to The Registrar, Institute of Engineering & Technology, Sitapur Road, Lucknow-226021,(U.P) India, along with a Bank/Demand Draft/Banker’s cheque of Rs. 650/- (Rs. 500/- as tender document fees and Rs. 150/- as Postal Charges) drawn in favour of The Director, Institute of Engineering & Technology, Sitapur Road, Lucknow-226021 payable at Lucknow.

2. The prospective Tenderer’s can download the prescribed Tender document from the Institute Website www.ietlucknow.edu and can give their bids in prescribed manner on that but in such cases it will be necessary for the prospective Tenderer to submit their duly filled bid(s) alongwith requisite Tender document fee of Rs. 500/- in the form of Bank/Demand draft/Bankers cheque drawn in favour of Director, Institute of Engineering and Technology, Sitapur Road, Lucknow-226021 Payable at Lucknow failing which the bid(s) shall not be considered.

3. SCOPE OF WORK
   The chemists will supply the medicines/drugs at the agreed discount in the stipulated time on the basis of the Indents/authority /supply orders issued by the Institute.

4. ELIGIBILITY

   (i) THE CHEMIST MUST HOLD VALID LICENSES AS ON THE DATE OF Bid opening in specified forms for various categories of Allopathic drugs issued by the Drug Control Authority of the State
under the provisions of Drugs and Cosmetics Act, 1940. The successful Bidder will further ensure that their licenses remain valid till the end of the contract period.

(ii) 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.

(iii) The annual turnover of the bidder should be at least Rs. 10 lakhs per annum for last 03 (three) financial years. The Bidder is required to attach audited financial statements as proof in this regard for last 03 (three) financial years.

(iv) Income Tax and VAT clearance certificate should be available with the bidder and should be submitted with the Bid document.

(v) **PERIOD OF VALIDITY OF BIDS**
The Bids shall be valid for acceptance for 180 days after the date of bid opening.

(vi) **PERIOD OF CONTRACT**
The period of the contract shall be for a period of one year from the date of the signing of contract. However, strictly on the basis of the satisfactory services it can be extended for a period of one more year at the sole discretion of Director, IET., Lucknow.

(vii) **RIGHT TO ACCEPT/REJECT ANY BID**
The Director, IET., Lucknow reserve(s) the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time 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 Institute action.

The Director, IET., Lucknow doesn’t pledge himself to accept the highest discount offering Bid or any Bid and reserves to himself the right of accepting the whole or any part of the Bid and Bidder shall supply the medicines at the rates quoted.

(viii) **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 such contracts.

(ii) In pursuance of this policy, the terms are set forth as follows:
a) “Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
b) “Fraudulent practice” means misrepresentation of facts in the order to influence the procurement process or execution of a contract to the detriment of the Institute, and includes collusive practice among Bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Institute of the benefits of the free and open competition,

(iii) The Institute will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

(ix) **FORFEITURE**
the Earnest Money maybe forfeited if a Bidder withdraws its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions and supply medicines as per order.

(x) **PRICING**
The bidder should quote uniform discount on retail price printed on Strip/Bottle/Unit packed in percentage term in respect of all items of supplies to be made under the Contract. It should be noted that liability to pay any Taxes/VAT/Levy/Cess/Octroi etc. leviable under the law would be that of the supplier. Institute will pay the labeled MRP minus local taxes less tendered discount thereon. The quoted offer shall remain valid for the entire duration of the contract.

(xi) **INSPECTION OF BIDDERS PREMISES**
If the Bid on the basis of the documents mentioned in this section appears to be fulfilling the eligibility conditions the Bidders: premises will be inspected by a team of Officers for (a) physical verification of site and distance, (b) verification of original documents (c) availability of proper cold-chain which would be a refrigerator and power back up system and (d) presence of retail outlet (e) assess availability of stock of medicines both physical and financial etc. In case, the team is not satisfied Bid shall be rejected.
(xii) **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/month.

(xiii) **LIFE PERIOD OF MEDICINES SUPPLIED**
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.

14. ftl fufonknkrk dh fufonk esa vafdr nj dks bl laLFkku }kjk vuqeksfnr fd;k tk;sxk ml fufonknkrk dks ek0 mPp U;k;ky;] bykgkckn }kjk fjV ;kfpdk la;k 35097@2004 eSIIZ LVgkax dkULVgkD'ku cuke mRrj izns'k jkT; ;oa vU; tuin Qrsgiqj esa ikfjr vkns'k fnukWd 22&3&2005 ds vuqlkj Hkkjrh; LVkEi vf/ku;e 1899 dh vuqlwhp& ¼j½ ds vuqPNsn 57 ds vUrXZr fn;s x;s funsZ'kuqlkj :0 100@& ¼ :0 lkS ek¼½ ds tujy LVkEi isij ij bl laLFkku ds lkFk ,d vuqcU/k bl 'krZ ds lkFk djuk gksxk fd ;fn mRrj izns'k 'kklu ekuuh; lqizhe dksVZ ls thr tkrh gS rks QeZ }kjk viuh tekur dh jkf'k ij :0 70@& izfr gtkj dh nj ls 'kkluks'k la;k ,&2&3591@nl&82&10½@15½@82 fnukad 22&3&83 ds vuqlkj tekur jkf'k ij vxf.kr dj vxx.ku esa vk;h /kujkfk esa ls bl vuqcU/k ds tujy LVkEi isij ds ewY; :0 100@& dks ?kVkJ dj 'ks'k /kujkfk dks og dj foHkxx ds [krs esa tek djus dk mRrjnk; h gksxh A vxzsrj QeZ dks vuqcU/k esa bl vk'k'; dh Li"V cpuc)rk nsuh gksxh fd LVkEi fM;wVh ds IEuC/k esa tks Hkh ns;r fdlh :lk esa gksxh QeZ mls dj foHkxx esa tek djus ds fy, iw.kZ:is.k mRrjnk; h gksxh A

15 **PRESENTATION OF BILLS:**
(i) The Authorized chemist shall present the bill to IET, Lucknow for the supplies made during each month by the last date of month. The bill should clearly indicate the details of the supplies made such as name of the item, name of manufacturer, batch No., date of manufacture, expiry date, rate, discount as per contract etc. and any other information required by the Institute.
(ii) The bill shall be supported by the original order along with the certificate from the Medical Officer of the Institute under his/her signature, with date, seal of the office for receipt of the items indented.

(iii) Incomplete bills not accompanied by any of the particulars mentioned in (i) above Will not be entertained.

(iv) All the payments shall be made only after deducting all with holding tax amount, liquidated damages, short fall of goods and any other charges payable to The Institute shall be deducted at the time of the payment.

16 PERIOD UPTO WHICH SUPPLY ORDERS WILL BE PLACED
Supply orders will be placed against the contract up to the last of date of the contract. Orders received even on the closing date should be honored in accordance with terms of contract even though the last date of the contract may have expired on the date of supply order.

17 DEDUCTION FOR DELAY/ DEFAULT
In the case of Non supply of Stores within stipulated time period, a penalty @ 0.5% of ordered value per week subject to a maximum of 10% of the ordered value shall be levied on the Supplier. For this purpose one week shall constitute seven days or less (i.e. even delay of one day will be considered as a delay by one week)

18 TERMINATION FOR DEFAULT
The Institute may, with out 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 service with in the period(s) Specified in the Contract.

  a) If the bidder fails to perform any other obligation(s) under the Contract.

  b) If the bidder, in the judgment of the Institute has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

19 SUPPLY OF MEDICINES
(i) Sufficient stock of standard quality of medicines at all times will have to be maintained by the chemist, to avoid inconvenience to the Institute beneficiaries.

In case of failure or refusal on chemist’s part medicines to the purchaser/beneficiaries within the time as provided in order, the contract is liable to be terminated/cancelled at chemist’s risk and cost. Any extra cost involved in arranging supply from alternative source will be recovered from the chemist.

(ii) The chemist will indicate batch number, name of manufacturer, date of expiry in the indents at the time of supplying the medicines/drugs to the Institute.

(iii) The medicines/drugs to be supplied will be of standard quality. If any particular medicine’s date is expired or is near the date of expiry, found not of standard quality, substandard or spurious supplier’s (Appointed Authorized Chemist) firm will be liable to be debarred for a period 3 years besides other legal action that may be initiated. In case the suppliers fails to supply indented drug/medicines, the Institute will be initiated to procure the same from other chemist and the supplier will be liable to reimburse in full the price paid by the Institute. However the chemist will be allowed to claim what would be payable to him for the medicines as per the agreed terms and conditions.

(iv) In case of order for specific brand of medicines, the same shall not be substituted. If any such case is noticed during subsequent scouting after or before the payment, then supplier will be penalized for Rs.1000+ cost of the specific brand of medicines for each such default.

(v) Indented medicines for the beneficiaries/or medicines as order shall be supplied in individual packets by the designated chemist.

20-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 Institute 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 Institute from or 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 Institute and will not hold the Institutes responsible or obligated. The Institute 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.

21-PAYMENT
The authorized chemist shall claim payments once a month. Payments of the bills presented will normally be arranged in 4 to 6 weeks from the date of presentation of the bill. However, the authorized chemist shall make no claim from the Institute in respect of interest of damages in case the payment is delayed for any reasons.

22- 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 between the Institute and the Bidder in connection with or arising out of the Contract, whether during the contract period of completion and whether before or after the termination, abandonment of breach of the contract, shall be referred to and settled by sole arbitration the Director, IET, Lucknow. The decision of the Director, IET, Lucknow will be final and binding.

23-EARNEST MONEY
(i) Earnest Money deposit (EMD) of Rs. 10,000/- (Rs. Ten thousand only) a company with each bid in the form of Demand/Bank Draft/Banker’s cheque drawn in favour of Director, Institute of Engineering and Technology Sitapur Road, Lucknow -226021

(ii) The EMD shall remain deposited with Institute for a period of 180 days from the date opening of Tender. If the validity of Tender is extended the earnest money duly extended shall also be furnished by the bidder. Failing which the offer after the expiry of the aforesaid period shall not be considered by the Institute.
(iii) No interest shall payable on EMD.
(iv) The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer.
(v) The Purchaser will return the earnest Money of all unsuccessful Tenderers. The EMD of successful bidder shall remain deposited with Institute for the entire contract period.
(vi) Any Tender not accompanied by earnest Money is liable to be Summarily rejected.
24-SUBMISSION OF OFFERS
(i) All Offers shall be either type, written or written neatly in indelible ink. In the perform given at ANNEXURE -1 (PRICE BID). The bidders are also required to submit necessary information on proforma given at ANNEXURE -2 (GENERAL INFORMATION)
(ii) Any individual(s) signing the Tender or other documents connected therewith should specify whether he is signing.
   (a) As sole proprietor of the concern or as attorney of the sole proprietor.
   (b) As a partner or partner (S) of the firms
   (c) As a Director, Manager or Secretary in the case of Board of Director(s) or in pursuance of the authority conferred by Memorandum of Association.
(iii) In the case of a firm not registered under the individual partnership Act. All the partners or the attorney duly authorized by all of them should sign the Tender and all other concerned documents. The original papers of the attorney or other documents. Empowering the individual or individuals to sign should be furnished to the purchaser for verification if required.
(iv) Each page of the offer must be numbered connectively, should bear the Tender no. and should be signed by the Tenderer at the bottom. A reference to the total number of pages comprising the offer must be made at the top right hand corner of the first page.
(v) The tenderer should avoid ambiguity in his offer. No erasures of alterations in the text of one offer are permitted. Any correction made in the offer shall be initialed by the Tenderer.
(vi) Conditional Tenders will not be considered.
(vii) All disputes shall be subject to The Jurisdiction of Lucknow Hon’ble courts.

25-INCOME TAX CLEARANCE CERTIFICATE
All bidders must submit current income tax clearance certificates in original or attested photocopy there of along with there bid. Failing which their offers are liable to be rejected. This certificate must be issued within one year of scheduled tender opening date of this tender.

26- FORCE MAJEURE
(i) The supplier shall not be liable for forfeiture of its Performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to performance its obligations under the contract is the result of an event of force Majuro.
(ii) For purposes of this clause “Force Majuro” means an event beyond the control of the Supplier or Purchaser and not involving the Supplier’s or Purchaser’s fault or negligence.
(iii) If a force majeure situation arises the Supplier shall promptly Notify to the Purchaser in writing of such condition and the cause thereof. Unless otherwise notified by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract/order as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force Majuro event.

27. LAST DATE OF RECEIPT OF THE TENDERS

(i) The offers complete in all respect addressed to the Director Institute of Engineering and Technology, Lucknow -226021 (U.P) should be submitted in the Tender Box available in Store Purchase Section, Room No. 106, Ground Floor, Administrative Block of Institute not later than 01.00pm On 26.03.2010.
(ii) The Tenders received shall be opened, in the presence of such of the tenderers or Their authorized representatives who may like to present them selves at 04:00 pm on 26.03.2010 The represent atives will be allowed to be present only on production of authorization letter duly issued by the manufacturer.
(iii) In the case of tender opening date falls on gazetted holiday or is subsequently declared as such, the tender will be opened on the next working day at the appointed time as mentioned above.

DIRECTOR
PHONE -0522-2361692 Institute of Engineering & Technology
FAX -0522-2361631 Sitapur Road, Lucknow -226021 (U.P.)
ANNEXURE-1

INSTITUTE OF ENGINEERING & TECHNOLOGY
SITAPUR ROAD – LUCKNOW -226021 (U.P)

PRICE BID

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

To:
The Director,
Institute of Engineering & Technology
Sitapur Road, Lucknow 226021

Dear Sir,

I/ We hereby offer medicines/drugs to Institute of Engineering & Technology
Sitapur Road, Lucknow at the rate given below:-

1) Uniform Discount on the Printed Retail Price offered on all items of supply-
   
   c) ..............................................
      (In percentage term –in Figures)
   
   d) ..............................................
      (In percentage term –in Word)

2) I undertake to bear all taxes, VAT/Sales Tax/Levy/Cess/Octroi etc. as required
   under law, on aforesaid supplies. Purchaser will pay only the Printed Retail
   Price less the above quoted discount. I will not charge any such taxes from the
   purchaser.

3) I also undertake to keep the above quoted rate of discount on the Printed
   Retail Price on all item of supplies valid till duration of this contract.

4) I also undertake that medicines shall be provided as per indent and no
   “substitute medicines” will be supplied.

5) Self Attested Photocopy of the LICENSES issued by the Drug control
   authority of State under the provisions of Drugs and Cosmetics Act 1940 are
   enclosed.

6) I further undertake that I have not been convicted by the State Drug
   authorities and no case against me is pending under Drugs and Cosmetics Act
   1940 before the competent authority/ Hon’ble court.

Signature with date---------
Name------------------------
Stamp.
<table>
<thead>
<tr>
<th></th>
<th>Name of firm</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Postal address</td>
<td>%</td>
</tr>
<tr>
<td>3</td>
<td>Permanent address</td>
<td>%</td>
</tr>
<tr>
<td>4</td>
<td>Telephone No.(s)</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>Office</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>Mobile</td>
<td>%</td>
</tr>
<tr>
<td>5</td>
<td>(i) VAT/Sales Tax Registration No. (Please attach self attested photocopy)</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>(ii) TIN Number (Please attach self attested photocopy)</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>(iii) PAN Number (Please attach self attested photocopy)</td>
<td>%</td>
</tr>
<tr>
<td>6</td>
<td>Details of Earnest Money Deposit (EMD)</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>(i) Amount in Rs.</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>(ii) Demand/Bank Draft/Banker’s Cheque No.</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>(iii) Details of issuing Bank and date</td>
<td>%</td>
</tr>
<tr>
<td>9</td>
<td>Cost of Tender document (If Applicable) with full details</td>
<td>%</td>
</tr>
<tr>
<td>10</td>
<td>Service Tax Registration No. (Please attach self attested photocopy)</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Drug license details (Please attach self attested photocopy)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(i) Issuing authority</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(ii) Validity period</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(iii) Place of issue</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Tenderer
With date and stamp