



राष्ट्रीय प्रौद्योगिकी संस्थान सिक्किम
NATIONAL INSTITUTE OF TECHNOLOGY SIKKIM
(An Institute of National Importance, Ministry of Education, Govt. of India)

Tender No: 372/NITS/Admin/Empanelment of Medicine/20-21/45

Date: 03.11.2020

Notice Inviting Tender

National Institute of Technology Sikkim, Barfung Block, Ravangla, South Sikkim-737139, invites tender in sealed envelope for **Supply of Medicine and Consumable Medical Items**. The tender document can be obtained free of cost from the office in person or can be downloaded from the Institute's website www.nitsikkim.ac.in.

Schedule of Requirement

S.No.	Particulars
1	As per Annexure A

<i>Detailed Information</i>	
Bidding System	Single Bid System
Tender Floating Date	03 rd November, 2020
Tender Closing Date & Time	24 th November, 2020 at 5 PM
Tender Opening Date & Time	25 th November, 2020 at 3 PM
Address for communication	The Registrar NIT Sikkim Barfung Block, Ravangla, South Sikkim - 737139
Tender Submission	Tender/Bid may be deposited in the tender box or submitted in the Administrative Block at Reception/Registrar office.
For any Clarification	<i>registrar.office@nitsikkim.ac.in</i>
Website	<i>www.nitsikkim.ac.in</i>
Number of Pages in the Tender Document	09

Registrar

Note Carefully: The Bidders are required to read carefully and understand all the terms and conditions, specifications, formats, instructions etc. given in the Tender/ Bid document with full understanding of its implications. Failure to furnish all information required for submission of a bid or bids not substantially responsive in every respect may result in outright rejection. The Bidder is required to give confirmation of their acceptance of all the terms and conditions mentioned in the Tender/ Bid document. Failure to do so may result in rejection of Tender/ Bid submitted by the Bidder.

General Terms and Conditions

1. In this tender document, the Institute means “National Institute of Technology Sikkim (NIT Sikkim)”; the **Buyer** means **NIT Sikkim** and **Seller/ Supplier** means the successful bidder who will be awarded the Purchase Order (PO); The words “**Tender**” and “**Bid**” are used interchangeably having same meaning. Here, the word **Supply/Agreement/Contract/Project** means the **Purchase Order** for the goods given in the scope of the work. Goods/Items/Works mean the items/service mentioned in the scope of work. A Tender/ Bid Document means all the pages of this document consisting of Terms and Conditions, Specifications, Bid Formats, Undertaking, etc.

2. **Scope of Work:**

To supply Medicine and Consumable Medical Items to NIT Sikkim.

3. **Format for submission of bid:**

The bid shall be submitted only in the *forms and formats* attached with this bid document and every page of the bid document should be signed and stamped by authorized person. The bid should be placed by the bidders in their original letter head inter alia furnishing all the required details like valid Drug License, Trade License, GSTIN number, PAN, Bank details, complete contact details (Postal address, email and contact numbers) of their office, etc. All bidding documents and rate quotations must be in English. One signed copy of the tender document with bidding firm seal, agreeing to the terms & conditions and declaration etc. must also form part of the submitted bid.

4. **Single Bid system:**

The bidding process is **Single Bid System**. The bid must be submitted in comprising:

Bidder Details (Annexure-B), Undertaking (Annexure-C) and Financial/ Commercial/ Price Bid (all have same meaning) **(Annexure-D)**.

The Bid should be properly placed in **sealed envelope**, super-scribing “**Bid for Supply of Medicine and Consumable Medical Items**”.

5. **Enclosures:**

The bidder must attach the suitable, valid supporting documents as per particulars of **Annexure-B, Annexure-C and Annexure-D**. The Bid should be submitted in the specific format of this tender document in sealed envelope. All the enclosures attached with the bid shall also be signed and stamped. The bid must comprise of followings:

- (i) A clause by clause compliance on Terms and Conditions of the tender, requirements, specifications etc.
- (ii) Duly filled, signed and stamped **Bidder Details (Annexure-B), Undertaking (Annexure-C) and Financial/ Commercial/ Price Bid (Annexure-D)**.
- (iii) All the certificates and declarations required under the Specific Conditions of this Tender/ Bid document.
- (iv) The bidder may submit self attested and stamped photocopies of purchase order, records and satisfactory certificates of supplying similar items in Central Government Organizations if any.
- (v) Self attested and stamped photocopy of **Valid Drug License of the supplier**.
- (vi) Self attested and stamped photocopy of **Valid Trade license/ Certificate of registration** (as applicable) of the supplier in the required business/field.
- (vii) Self attested and stamped photocopy of **Valid GST** certificate.
- (viii) Self attested and stamped photocopy of the **PAN card** of proprietor/firm/company.
- (ix) The enclosed formats in original should be used for the Bids. All sheets submitted must be signed by the authorized signatory of the company and duly affixed with firm's stamp. Additional sheets, duly authenticated may be attached to elucidate specific issue, if any.

Non-compliance of any of the above may result in rejection of the bid summarily and no query in this regard shall be entertained.

6. Force Majeure:

During the pendency of the service agreement if the performance in whole or part thereof, by either party is prevented/delayed by causes arising due to any war, hostilities, civil commotion, act of public enemy, sabotage, fire, floods, explosion, epidemics, non-availability of materials or any other causes including breakdown of equipment beyond their reasonable control. Neither of the two parties shall be made liable for loss or damage due to delay or failure to perform the contract during the pendency of forced conditions provided that the happenings are notified in writing within 7 days from the date of occurrence. The supply of medicine and consumable medical items shall be resumed under the contract as soon as possible after the restoration of normalcy. The Institute reserves the right to grant time period extension on the request of bidder or otherwise.

7. Jurisdiction of Courts:

In all matters and disputes arising here under, the appropriate Courts at Sikkim only shall have jurisdiction to entertain and try them only after the failure of arbitration process, if any.

Specific Terms & Conditions

1. The items shall be supplied to NIT Sikkim within 15 days of releasing the purchase order.

2. Bidder should have valid GST registration for the financial year 2020-21 and contract period. Invoices/bills with serial numbers and printed with valid GSTIN number shall be accepted.
3. The bidders are required to provide the **percentage discount** offered by the bidder on the medicine/consumable medical items on the **Printed MRP** of the items. No extra above the price after discount on MRP shall be paid on any account.
4. The contract period for discount offer shall be initially for a period of **one (1) year** or suitable period decided by the competent authority. **Extension** may be given based on satisfactory services and approval of the competent authority.
5. Supplied medicine and consumable medical items should have a **validity of at least one year from the date of delivery**, i.e. date of expiry of the supplied medicine should be at least after a period of one year from the date of delivery. In case the supplied medicine don't offer validity of one year from the manufacture then such medicine can be accepted as per the actual validity.
6. Bidder must be solely liable to supply the **genuine and valid** medicines/ consumable medical items.
7. Bidder should be **black listed** and **face legal action, penalty** in case it is found that the supplied medicines and consumable medical items are **expired and/or counterfeit**. Moreover no payment should be made in such cases.
8. Bid or Tender may be cancelled or delivered materials may be not accepted fully or partially at any time if it is found that **materials differ** or deviate from the mentioned requirements in the PO.
9. **Packaging, forwarding, insurance (if any), transportation charges should be inclusive in the price.** For any damage/loss during transit, **supplier** will be solely responsible and damaged/ lost materials must be replaced by supplier at their own cost.
10. **Validity:** Bids shall remain valid for the entire contract period from the tender closing date.
11. All the terms and conditions mentioned herein and the PO must be strictly adhered to by all the bidders. Conditional tenders shall not be accepted on any ground and shall be rejected straightway.
12. The information/ orders/ notices, etc. communicated through **E-mail** as provided by the firms/suppliers shall be treated authentic means of communication for all purposes. Providing the **correct contact details (Telephone/mobile No., official E-mail IDs, address, etc.)** shall be the sole responsibility of the bidders/firms/suppliers.
13. If supplier fails to deliver the material within the delivery period, NIT Sikkim may cancel full order or parts of the order. NIT Sikkim also reserves the right to place the Purchase Order to other bidder or supplier in case of failure of the successful bidder.
14. Bidder may choose authorized representative with proper authorization letter for attending tender document opening.

15. NIT Sikkim reserves right to award Contract/Purchase order to one or more bidder.
16. Delivery of the materials shall be to the satisfaction in all terms of NIT Sikkim, else no payment will be made. NIT Sikkim can return Medicines & Consumable Medical items for immediate replacements, if the supplied items are not offering required validity. The complete liability including financial expenditure of replacing such Medicines and Consumable Medical items within 10 days from the date of return lies with the supplier only. The decision of competent authority of NIT Sikkim shall be final and binding on Firms/Suppliers. NIT may ask for proof of bills or other relevant document for purchase of the material as per desired standard specification.

17. Liquidated Damages (LD) and Penalty Clause for Delay:

The Buyer may, at his discretion, withhold any payment until the completion of the delivery/supply of all the items as per the contract. The **Buyer** may also deduct any amount from the **Seller** (successful bidder) payment due as deemed necessary.

In case of delay attributed solely to the negligence of the firm (service provider) in the execution of supply of items, service, etc., penalties at the following rates shall be imposed. The delay shall be based on the agreed implementation schedule as per the service level agreement/bid document:

- (a) 1% of the total cost for delay upto 15 days (delivery period is 15 days from the date of PO).
- (b) 2% of the total cost for delay more than 15 days but less than 30 days ((delivery period is 15 days from the date of PO).

The competent authorities of the Institute reserve the right to increase the supply/service etc. time period on the request of the firm or its own reasons or waive off the penalty. Maximum delay of 30 days shall be tolerable, beyond which the order/agreement is liable to be cancelled. The loss incurred due to non-performance of the firm/vendor will be recovered from the firm/vendor.

18. Payment Terms:

It will be mandatory for the Bidders to provide bank details for e-payment. 100% payment shall be made in Indian Rupees and in favor of Seller/ Supplier through cheque/ e-payment after delivery.

19. Advance Payments: No advance payment(s) will be made.

Note Carefully: The Bidder is required to read and examine all the terms and conditions, specifications and instructions given in the Tender/Bid document with full understanding of its implications. Failure to furnish any information required for submission of a bid or bids not substantially responsive in every respect may result in outright rejection. The Bidder is required to give and undertaking of understanding and acceptance of all the terms and conditions mentioned in the Bid document. The sole responsibility in all respect lies with the bidder and NIT Sikkim shall not be held responsible in any respect in this regard.

Registrar

NIT Sikkim
(Annexure –A)

Schedule of Requirement

The list of items are Indicative and not exhaustive.

Items	Requirement	Approximate Value of Requirement
1. Medicine	As per the recommendation of the Institute Medical Experts.	6,50,000/-
2. Consumable Medical Items	Cotton rolls (all sizes), Crepe bandages (all sizes), Roller bandages (all sizes), Gauze than, Sterilized absorbent gauze packets, Surgical pads, Leukopore tape (all sizes), Elastic adhesive bandages, Bio-Medical waste covers, Face mask, Face shield, PPE Kit, Aprons disposable, Sterilized gloves, Examination gloves/ Loose gloves, Syringe needle 18 gauze, Syringe needle 26 gauze, Sample collection bottles, Surgical Blades.	1,00,000/-

Note:

3. The above mentioned items shall be procured in batches over a period of the validity of bid. The order shall be placed through purchase order.
4. The bidder has no right to claim minimum quantity against any medicine/ consumable medical items. The decision on the quantity shall be decided by the Institute authorities and no question can be raised on such decision.

(Annexure-B)

Format for Submission of Bidder Details**(On the letter head of the Bidder)**

SN	Particulars	Fill-in Details	Ref No./ remarks
1	Name and address of the Firm/Company/Agency		
2	Whether the firm is Proprietary/ Partnership Firm/Private Ltd./ Public Ltd./ Others.		
3	Name of Proprietor/ Partner of the firm/Agency		
4	Name & Contact detail of Authorized representative: (Designation, Address, Mobile No., E-mail ID)		
5	Month and Year of Establishment of Firm*		
6	Number of years of experience in this field*		
7	Registration and/or Trade License Number of the Firm in required field. (Should be valid for FY 2020-21)		
8	Drug License No. (Should be valid for FY 2020-21)		
9	Valid GSTIN Number		
10	PAN number of the firm or Proprietor*		
11	Outlet Address		
12	OM/ Authorized Dealership (Brand) (Original Manufacturer)		
13	Other relevant documents as mentioned under "Submission of Tender Document" & Terms & Condition		

**All fields are mandatory to fill with the copy of duly signed and the above points together constitute eligibility criteria.*

Signature & Seal of the Firm/Company/Agency

(Annexure–C)

Undertaking
(On the letter head of the bidder)

To
The Director
NIT Sikkim

Sub: Undertaking for Tender No: 372/NITS/Admin/Empanelment of Medicine/20-21/45

Dear Sir,

This is to undertake that I/We _____, owner(s) of M/s _____ of _____ (name of city) have read the above mentioned Tender document and have fully understood the Terms & Conditions and their implications. We undertake that if the contract will be given to me/us, I/We will abide by all the Terms & Conditions etc. of the tender in letter and spirit. Also I/We understand that I/We (owners) shall face legal action and shall be black listed from NIT Sikkim in case it is found that M/s _____ of _____ (name of city) has supplied **expired and/or counterfeit medicine/ consumable medical items** or has committed any act of misleading the institution.

Signed by
(Name)

Authorized Signatory of M/s

Official Stamp:

Date:

Place:

(Annexure-D)

Financial Bid

(On the letterhead of the bidder)

S. No.	Groups Details	Overall percentage (%) of Discount on printed MRP or on Printed Price (Including all Taxes)	In words
01	Medicine		
02	Consumable Medical Items		

Note:

- Discount quoted should be inclusive all charges (taxes, transportation, etc.). No extra charges will be paid.

(ii) Performa for direct payment/transfer to bank account by NIT Sikkim

S.No.	Particulars	Information
1	Firm (Beneficiary) Name	
2	Please enclose a cancelled Cheque	
3	Complete Bank Account No. of the Firm (beneficiary)	
4	Bank Name& Address	
5	IFSC Code no.	
6	Mobile no (for SMS)	
7	Email ID (for information)	

**No overwriting or cutting in price quoted shall be acceptable and financial bid shall be treated invalid and rejected.*

We undertake that all information provided above is correct and NIT Sikkim will not be responsible in case of any error on the part of firm.

Signature & Seal of the Firm/Company/Agency