



## **NOTICE INVITING TENDER**

National Institute of Technology Sikkim 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](http://www.nitsikkim.ac.in).

### **Schedule of Requirement**

<b>S.No.</b>	<b>Particulars</b>
1	As per Annexure A

<b><i>Detailed Information</i></b>	
<b>Bidding System</b>	Single Bid System
<b>Tender Floating Date</b>	27 <sup>th</sup> Sept. 2023
<b>Tender Closing Date &amp; Time</b>	17 <sup>th</sup> Oct. 2023; 03:00 PM
<b>Tender Opening Date &amp; Time</b>	17 <sup>th</sup> Oct. 2023; 04:00 PM
<b>Address for communication</b>	The Registrar NIT Sikkim Barfung Block, Ravangla, South Sikkim - 737139
<b>Tender Submission</b>	<b>Tender/Bid may be deposited in the tender box or submitted in the Administrative Block at Reception/Registrar office.</b>
<b>For any Clarification</b>	<a href="mailto:registrar.office@nitsikkim.ac.in">registrar.office@nitsikkim.ac.in</a>
<b>Website</b>	<a href="http://www.nitsikkim.ac.in">www.nitsikkim.ac.in</a>
<b>Number of Pages in the Tender Document</b>	11

**Registrar (I/c)**

*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:**

Supply of 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), Bid Securing Declaration (Annexure-D) and Financial/ Commercial/ Price Bid** (all have same meaning) **(Annexure-E)**.

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, Annexure-D and Annexure-E**. 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), Bid Securing Declaration (Annexure-D) and Financial/ Commercial/ Price Bid (Annexure-E)**.
- (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 (the registration Should be of regular type for bidders from outside the state of Sikkim).
- (viii) Self-attested and stamped photocopy of the **PAN card** of proprietor/firm/company.
- (ix) Dealership/sub dealership certificate of medicines and consumable medical items from manufacturers if any.
- (x) The enclosed formats in original should be used for the Bids. All sheets submitted must be signed by the authorized signatory of the bidder 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.**

**Specific Terms & Conditions**

- 1) The items shall be supplied to NIT Sikkim within 7 days of releasing the purchase order.
- 2) Bidder should have valid GST registration for the financial year 2023-24 and contract period. Invoices/bills with serial numbers and printed with valid GSTIN number shall be accepted. Applicable TDS on GST shall be deducted from the payments as per the GST rules.

- 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 to the H1 discount offer or for both medicines and medical consumable items shall be initially for a period of **one (1) year** or suitable period decide 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 doesn't offer validity of one year from the manufacture then such medicine can be accepted as per the actual validity.
- 6) Bidder shall be solely liable for supply of **genuine and valid** medicines/ consumable medical items.
- 7) Bidder shall 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 shall 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 up to 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 favour of Seller/ Supplier through electronic transfer after satisfactory

- 19) **Advance Payments:** No advance payment(s) will be made on any account.

**20) 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, no 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.

**21) 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.

*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 an undertaking of understanding and acceptance of all the terms and conditions mentioned in the Bid document. The sole responsibility in all respects lies with the bidder and NIT Sikkim shall not be held responsible in any respect in this regard.

**-Sd/-**

**Registrar  
NIT Sikkim**

(Annexure –A)

**Schedule of Requirement**

The list of items is Indicative and not exhaustive.

Items	Requirement	Approximate Annual Value of Requirement
1) Medicines	As per the recommendation of the Institute Medical Experts and number of students, faculty, staff and outsource.	8,00,000/-
2) Consumable Medical Items	i) Dressing items and Bandages: -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, Biomedical waste covers. ii) Personal Protective Equipment:Face mask, Face shield, PPE Kit, Aprons disposable, Sterilized gloves, Examination gloves/Loose gloves, Sterillium hand sanitizer 500ml. iii) Injectable items:Syringe needle 18 gauze, Syringe needle 26 gauze, Sample collection bottles, Surgical Blades, Dispovan syringes (10ml, 2ml, and 5ml).	1,50,000/-

**Note:**

- 1) The above-mentioned items shall be procured in batches over the period of the empanelment. The order shall be placed through separate purchase orders.
- 2) 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)**

S. No.	Particulars	Fill-in Details	Ref No./ remarks
1	Name and address of the Bidder		
2	Constitution of the Bidder.		
3	Name of Proprietor/ Partner/Owner of the Bidder.		
4	Name & Contact detail of Authorized representative: (Designation, Address, Mobile No., E-mail ID)		
5	Month and Year of Establishment		
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 2023-24)		
8	Drug License No. (Should be valid for FY 2023-24)		
9	Valid GSTIN Number		
10	PAN number of the Bidder.		
11	Outlet Address		
12	OEM/ 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.*



(Annexure-C)

**Undertaking**

**(On the letter head of the bidder)**

To

**The Director**  
NIT Sikkim

Sub: Undertaking for Tender No: 669/NITS/Admin/Empanelment of Medicine/23-24/ ....

**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)**

**BID SECURING DECLARATION**  
(To be submitted on the letterhead of the bidder)

Tender No:

To,

**The Registrar**  
NIT Sikkim  
Ravangla, South Sikkim

**Dear Sir,**

I/We \_\_\_\_\_ declare that if I/We withdraw or modify my/our Bids during the period of validity, or if I/We am/are awarded the contract and I/We fail to sign the contract, or to submit a Performance Security as the case may be before the deadline defined in the Tender/Bid document, I/We may be suspended for the period of 2 years from being eligible to submit Bids for contracts with NIT Sikkim.

Signature of Bidder with stamp: \_\_\_\_\_

Date:

Place:

(Annexure-E)

**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 (Dressing items and Bandages, Personal Protective Equipment, Injectable Items)		

**Note:**

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

**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.