

TENDER NO : IIITDMJ/P&S/Enq/2023-24/001

Dated : 28/08/2023

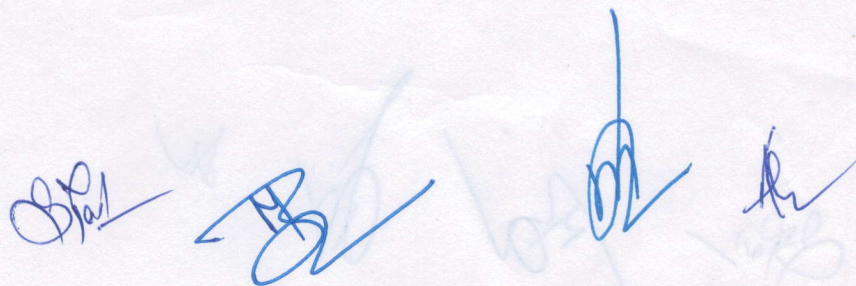
**TENDER DOCUMENT  
FOR  
EMPANELMENT OF  
MEDICINE SUPPLIER**

**PDPM,**

**INDIAN INSTITUTE OF INFORMATION  
TECHNOLOGY**

**DESIGN & MANUFACTURING, JABALPUR**

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





## INVITATION FOR TENDER

### **Sub: Notice inviting tender for empanelment of Medicine Suppliers.**

**PDPM – IIITDM, Jabalpur**, intends to empanel Medicine supplier for supply of medicines/medical consumables/related items 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 Medicine Supplier 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 and other medical related consumables items. Medicine Supplier who fulfill the eligibility criteria and agree to the other terms and conditions mentioned in this document shall apply in the prescribed form (**Annexure I** of the document) and Financial Bid (Discount Offered) through **GeM Portal only**.

It may be noted that the tendering will be under Two Packet/Two Bid system on GeM portal, wherein the first bid will be 'Technical Bid' and second bid will be the '**Financial Bid (Discount offered)**'. Bidders must not submit any financial bid related data along with Technical Bid, in such cases, the technical bids will be summarily rejected. Further, it may be noted that those Medicine Supplier, whose technical bid will be found suitable, as per eligibility criteria, which are given in Annexure I will only be identified for further tendering process.

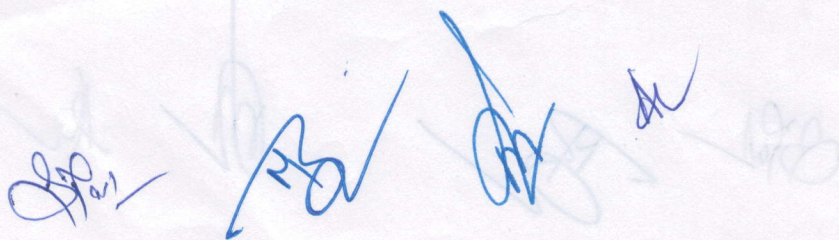
The maximum discount offered on MRP on medicines together as per the quotes by the Medicine Supplier, will form the basis for selection of the Medicine Supplier.

In case of varying discount percentage being offered by different Medicine Supplier, the Medicine Supplier whose discounts are below that of the maximum discount offered have to measure up to that level of maximum discount for enabling the Institute to consider their empanelment. It may be noted that the discount rate will apply to all medicines intended by the Institute, without exceptions.

Empanelment of at least two Medicine Supplier should be done, but depending upon the applications received, this condition can be waived by the Director, PDPM IIITDM only.

The Director, PDPM IIITDMJ reserves the right to accept or reject any or all offers without assigning any reasons whatsoever and its decision shall be final.

This document will be available on GeM portal and tenders section of Institute website at <https://www.iiitdmj.ac.in/tenders.php>





## Earnest Money Deposit

The earnest money for participation in this tendering process Rs.5,000/-. The interested firms/supplier may submit it either in the form of DD or FDR in favour of Registrar IIITDM Jabalpur.

The financial bids of those firms will only be opened who are found to be technically qualified after evaluation. The bids submitted without EMD will be summarily rejected and no further communications in this regard will be entertained. The Institute reserves the right to cancel/reject any or all bids without assigning any reason thereof.

## INSTRUCTION TO BIDDERS

### I. Technical Eligibility:

- (1) The Medicine Supplier 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 time to time. 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 empaneled Medicine Supplier should possess a valid licenses during the contract period.
- (2) The Medicine Supplier 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 Medicine Supplier should have an annual minimum turnover of **Rs 10 Lakhs** for the last three years.
- (4) The Medicine Supplier should not have been debarred/black-listed by any Govt/Semi-Govt/Public Sector organization.
- (6) The shop/establishment of the Medicine Supplier should be situated in the Jabalpur.
- (7) GST Registration certificate should be available with the Medicine Supplier.
- (8) The Medicine Supplier should have a computerized billing system.





(9) **The following documents must be submitted alongwith the application.**

- (a) Self attested copies of valid licenses and other documents as mentioned on above point I (Technical eligibility) held by the Medicine Supplier 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. (A notarized / self affidavit to the affect is acceptable in lieu thereof).
- (c) Copies of the balance sheets for the last three financial years (FY 2019-20, 2020-21 and 2021-22), duly certified by a Chartered Accountant.
- (d) Detailed application form as per **Annexure-I**
- (e) Financial Bid as per **Annexure – II**
- (f) Copy of Sales Tax registration.
- (g) Copy of GST registration certificate.
- (h) A copy of PAN allotted to the Medicine Supplier.

### **TERMS AND CONDITIONS**

**1. Scope of work:**

The Institute wishes to empanel 02 or more Medicine Supplier 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 (PO) to any of the empanelled supplier's during the valid empanelment period. The Medicine Supplier 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 Medicine Supplier offering the highest discount. The Institute also reserves the right to split / divide its purchases among two or more Medicine Supplier. 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 Medicine Supplier's shall quote maximum percentage discount rates on MRP for all types of medicines viz. **Thus, only 03 (Generic, Non Generic, Medical related consumable items) broad percentage discount rates on Maximum Retail price (MRP). It should be noted that liability to pay any duties, levies or taxes leviable under the law would be that of the Medicine Supplier.** The Medicine Supplier 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 Medicine Supplier will have to furnish a Performance Bank Guarantee of Rs.25,000/- (twenty five thousand only), either in the form of Bank Guarantee valid for 30 months issued by the scheduled Bank or through Demand Draft payable to "IIITDM, Jabalpur".

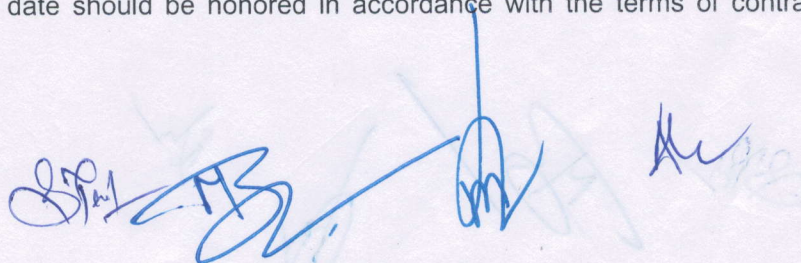
The Performance Bank Guarantee should remain valid up to six months beyond the validity of the contract.

The amount of Performance Security shall be liable to be forfeited if the medicines supplied by the authorized Medicine Supplier 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 Medicine Supplier:

- i) Fails to adhere to the terms of the Contract or
- ii) Supplies any sub-standard, spurious drugs or substitute medicines.
- 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 and may be extended for one more year 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 honored 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) A demand note will be raised by the PHC (Primary Health Centre) to concerned suppliers in the attached format (give in **Annexure- III**) before issuing the P.O., If the firm gives their consent by providing the availability and the approximate cost of the medicines as mentioned in the demand note within three working days of the receipt of the demand note and agrees to supply a minimum 90% medicine from the demand note, then after PO of the same will be issued to the said firm.
- b) In case, the supplier is unable to supply the medicines demanded, the same to be communicated back to the PHC within three working days. In case the supplier does not intimate and fulfill the demand of supply within the stipulated time, the demand note forwarded to the said supplier will be considered withdrawn and the Institute PHC will be free to issue the demand note to the next empaneled Medicine Supplier in the list, and proceed further if the demand note requirement to provide min 90% requirement is fulfilled by the next Medicine Supplier.
- c) On **receipt of purchase order** for supply medicines from the Institute, the delivery of supplies in full shall be made at the Primary Health Centre(PHC) of the Institute, during the working hours of the Institute as soon as possible but not later than one week **from the receiving of the of P.O.** In case of delay in supplying medicines and noncompliance in whatsoever, the Institute reserves the right to impose a penalty as given in the penalty clause and/or cancel the PO.
- d) In case of order for specific brand of medicines, the brand shall not be substituted until the same is mutually agreed upon with PHC.
- e) Supplies are required to be made in the original packing of manufacturer. The packing should approximately be nearest to the total quantity indented of any particular medicine/drug.





- f) 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.
- g) The Medicine Supplier will indicate batch number, name of manufacturer, date of expiry in the invoice at the time of supplying the medicines/drugs to the Institute.
- h) The Medicine Supplier should not stop the supplies of the medicines/drugs without giving a 30 days' notice period.

**7. Presentation of bills:**

- a) The Medicine Supplier 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.
- b) The bill shall be supported by the purchase order along with the certificate from the authorised official of the Institute (In-charge of the PHC) 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.

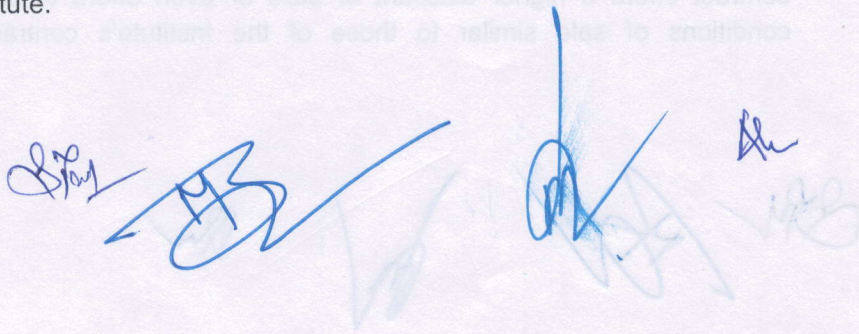
**8. Payment:**

Payment of the bills presented will normally be arranged within 10 working days from the date of presentation of the bill. However, the Medicine Supplier 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 Medicine Supplier 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 Medicine Supplier shall not resort to misrepresentation of facts in order to influence the empanelment process or execution of contract to the detriment of the Institute.

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- b) The Institute will declare a Medicine Supplier ineligible, either indefinitely or for a specified period of time, for award of the contract, if at any time, it determines that the Medicine Supplier 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 Medicine Supplier 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 Medicine Supplier fails to perform any other obligation (s) under the contract
  - vi) In the judgment 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 Medicine Supplier 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 Medicine Supplier.

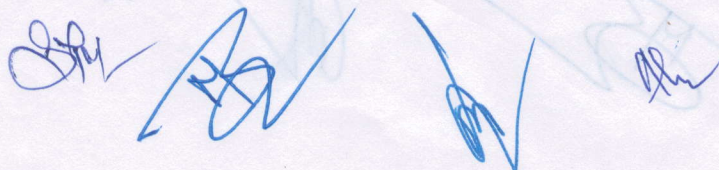
**10. Penalty Clause:**

In case of delay supply the penalty charges applicable to vendor is as below:

- (i) If items supplied after 7 days from the date of receiving of PO but before 10 days 1% of P.O. value. (The date of P.O. receiving is, PO receives to supplier in any kind- like on authorized postal address/email/whatsapp (mobile).
- (ii) Any further delay will result getting the order automatically cancelled and the empaneled supplier may be not be considered for the future demands and/or may be removed from the list of empaneled supplier.

**11. Applicability of best prices:**

If the Medicine Supplier 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

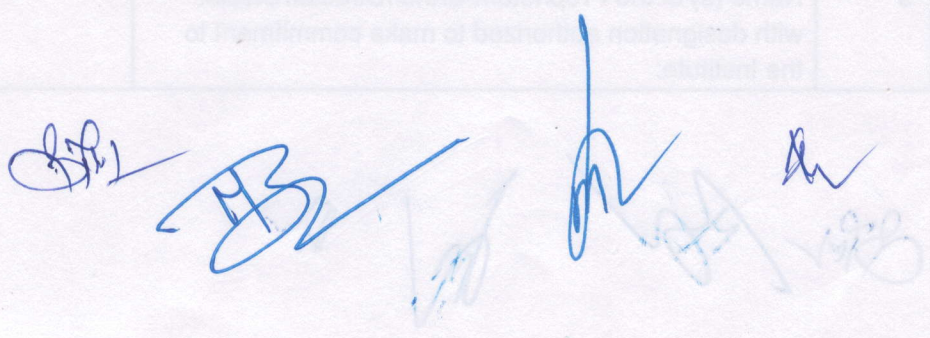




organization during the currency of the rate contract, the discount rate applicable to the Institute will be automatically increased with effect from that date for all the subsequent supplies under the contract and the contract amended accordingly. Other parallel contract holders, if any, will be given 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.

**12. Indemnity:**

The Medicine Supplier 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 Medicine Supplier 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 Medicine Supplier for anything done or committed to be done in the execution of this contract.



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

**APPLICATION FORM FOR EMPANELMENT OF MEDICINES SUPPLIER**

Please fill following details in clear handwriting, and in capital letter only.

S.No.	Items	Details
1	Name of the Firm (Medicine Supplier)	
2	Constitution (Company/Partnership/Proprietorship)	
3	Details of Registration of firm (Registering Authority; Registration Number, date of registration, and registration validity till which date.)	
4	Details of Pharmacist (Registering Authority; Registration Number, date of registration, and registration validity till which date.)	
5	Year of commencement of business	
6	GST No. (Attached copy of GST Registration Certificate).	
7	PAN No. (Attached copy of PAN Number.)	
8	Whether Manufacturer / Authorised Distributor/Dealer/Agency	
9	Name (s) of the Proprietor/Partner/Director/Official with designation authorized to make commitment to the Institute.	





10	Telephone No  Mobile No  e-mail :	
11	Mailing (Postal) Address of firm	
12	Whether the Medicine Supplier 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? if yes, please give details of licenses(attached copy)	Yes/No
13	Whether the Medicine Supplier has been convicted by the State Drugs Controller or any case is pending against the Medicine Supplier 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 ?	Yes/No
14	Is the Pharmacy holding a valid license for supplying Scheduled Drugs?  If yes, attach copy	Yes/No
15	Whether the billing system is computerised?	Yes/No
16	Agreement to best price norm (refer para 11)	
17	Names of the Government/Public Sector / Corporate clients of the Medicine Supplier for bulk supply of medicines. Also give contact person's name and telephone numbers. (If available)	



18	Whether the Medicine Supplier is debarred / black-listed by any Govt./Semi-Govt./ Public Sector organization.	Yes/No
19	Whether the Medicine Supplier is agreeable to deliver the medicines that the Institute indents through P.O. Irrespective of the brands or manufacturers.	Yes/No
20	Bank Account details(Attached copy of Canceled Cheque)	Name:  Account No:  IFSC Code:  Bank & Branch Name:

I have read and understood the notice issued by PDPM-IIITDM, Jabalpur containing the eligibility criteria and the terms and conditions for empanelment of Medicine Supplier 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 :

Date :

Designation :

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Annexure - II

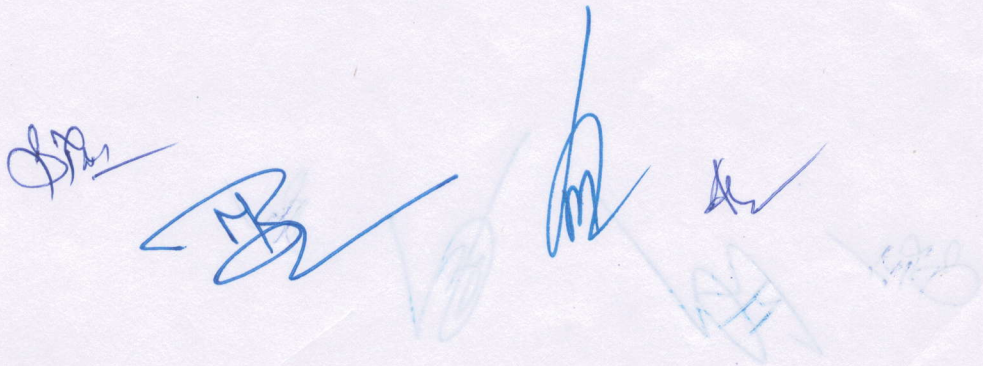
**Financial Bid**

S No	Nature of Medicine/Type	Maximum percentage discount offered on MRP
1.	Generic	
2.	Non-generic	
3.	Medical Consumables	

Date :

Seal & Signature of the Medicine Supplier

Name of the signatory :

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## A Sample Demand Note

**PDPM IIITDM Jabalpur**  
**Primary Health Centre**

List of the Medicines/items Required

S. No	Name of the Medicine	Quantity	(Generic/Non-Generic/Consumables) (To be provided by the supplier)	Availability (To be provided by the supplier)	MRP Cost (In rupees) * (To be provided by the supplier)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
Total approx. cost					

Seal and sign of the Medicine Supplier

Date -

Place -

