

निविदा / कोटेशन के लिए आमंत्रण
INVITATION FOR TENDER / QUOTATION

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मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद
इलाहाबाद-211004 (भारत)
Motilal Nehru National Institute of Technology Allahabad
Allahabad-211004 (India)

An Institute of National Importance as Declared by NIT Act, GOI, 2007

दो बोली खुली निविदा TWO BID OPEN TENDER

“Opening Medical Shop” के लिए

FOR “Opening Medical Shop”

निविदा संख्या Tender No.: OT-23/MNNIT/Purchase Office/HCC/Medical Shop/2012-13

Date: 05.12.2012

सेवा में To,

विषय: 'दो बोली प्रणाली' के तहत मुहरबंद निविदा के लिए आमंत्रण

Sub: Invitation of Sealed bids under 'Two-Bid System'.

प्रिय महोदय Dear Sir

निदेशक, मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद, प्रतिष्ठित निर्माताओं या उनके अधिकृत भारतीय एजेंट / प्रतिनिधियों से, निम्नलिखित सामानों की खरीद के लिए निविदा दस्तावेज में दिए गए नियमों और शर्तों के अनुसार 'दो बोली प्रणाली' के तहत, मुहरबंद निविदाएं आमंत्रित करते हैं:

Director, Motilal Nehru National Institute of Technology Allahabad invites sealed tenders, as per 'Two Bid System', from reputed manufacturers or their authorized Indian Agents/representatives, on the terms and conditions as per tender document, for procurement of following item(s):

Sl. No.	Description of Items	Quantity
1.	Medical Shop at MNNIT Allahabad	01 Job

सभी इच्छुक तथा योग्य/पात्र निविदाकर्ता/ बोलीदाता, इस निविदा दस्तावेज में दिए गए मापदंड के अनुसार, अपनी सर्वश्रेष्ठ प्रतिस्पर्धी बोलियों को प्रस्तुत करने के लिए आमंत्रित हैं। कृपया नीचे दिए गए रूप में अपनी निविदा/बोली को दो भागों में प्रस्तुत करें:

All interested eligible tenderers/bidders are invited to submit their best competitive bids as per the criteria given in this tender document. Kindly submit your bids in two parts as under:

- क) तकनीकी बोली (भाग -1) सभी तकनीकी जानकारी तथा वाणिज्यिक नियमों और शर्तों के साथ, तथा
- ख) मूल्य बोली (भाग-2), तकनीकी बोली में वर्णित सब सामानों के मद वार मूल्य के साथ
 - a) Technical bid (Part-1) consisting of all technical details along with commercial terms and conditions, and
 - b) Price bid (Part-2) indicating item-wise price for the items mentioned in the technical bid.

मुहरबंद निविदाएं नीचे दिए गए पते पर **26 दिसम्बर, 2012 को 15:30 बजे तक** या इससे पहले निश्चित रूप से प्रस्तुत की जानी चाहिये :

The sealed tenders must be submitted at the address given below, **on or before 26 December, 2012 up to 15:30 hours:**

संकाय प्रभारी (क्रय) का कार्यालय

मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद

इलाहाबाद - 211004

OFFICE of Faculty In-charge (Purchase)

**Motilal Nehru National Institute of Technology Allahabad
Allahabad-211004 (U.P.) India**

सभी प्राप्त निविदाओं को निविदाकर्ताओं/ बोलीदाताओं के उन अधिकृत प्रतिनिधियों की उपस्थिति में **26 दिसम्बर, 2012 को 16.00 बजे** खोला जाएगा, जो प्रक्रिया में भाग लेंगे तथा अपनी उपस्थिति के साक्ष्य में एक रजिस्टर पर हस्ताक्षर करेंगे।

The received tenders will be opened on **26 December, 2012 at 16:00 hours** in the presence of authorized representatives of tenderers/bidders, who choose to attend and shall sign a register evidencing their attendance.

निविदा सारांश / TENDER SUMMARY			
Tender Fee: ₹ 1000/-		Earnest Money Deposit (EMD) : ₹ 50,000/-	
निविदा प्रपत्र विक्रय आरम्भ होने की तिथि / Date of commencement of sale of Tender Document: 05-12-2012			
निविदा प्रपत्र विक्रय बन्द होने की तिथि / Last date of sale of Tender Document: : 24-12-2012 को सायं 17.30 बजे तक / upto 17.30 Hrs.			
	तिथि Date	समय Time	स्थान Venue (at MNNIT Allahabad)
प्री बिड सम्मेलन / Pre-bid conference	12.12.2012	at 16.00 Hrs.	Institute Conference Room
निविदा जमा करने की अंतिम तिथि / Last date of submission of tenders	26.12.2012	upto 15.30 Hrs.	Purchase Office
तकनीकी निविदा (भाग-1)का खोला जाना / Technical Bid (Part-1) Opening	26.12.2012	at 16.00 Hrs.	Institute Conference Room
मूल्य निविदा (भाग-2)का खोला जाना / Price Bid (Part-2) Opening	To be informed later		Institute Conference Room

संकाय प्रभारी (क्रय)

Faculty In-charge (Purchase)

मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद

Motilal Nehru National Institute of Technology Allahabad

इलाहाबाद-211 004 Allahabad-211 004

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Motilal Nehru National Institute of Technology Allahabad
Allahabad-211004 (India)

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GENERAL INSTRUCTIONS

- निविदा दस्तावेज क्रय अनुभाग, मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान, इलाहाबाद से प्राप्त किए जा सकते हैं तथा ये संस्थान की वेबसाइट www.mnnit.ac.in पर भी उपलब्ध है। इच्छुक निविदाकार इसे वेबसाइट से डाउनलोड कर सकते हैं तथा अपने प्रस्ताव ₹ 1000.00 प्रत्येक (रेखांकित डिमाण्ड ड्राफ्ट के रूप में) के निविदा शुल्क के साथ प्रस्तुत करें। अपना प्रस्ताव प्रस्तुत करते समय लिफाफे के ऊपरी भाग पर निविदा सं० तथा नियत तिथि लिखें। यदि दस्तावेज डाक द्वारा मंगाए जा रहे हैं तो कृपया निम्न बातों का ध्यान रखें:
Tender documents can be bought from the Purchase Section, Motilal Nehru National Institute of Technology and are also available on Institute Website www.mnnit.ac.in. Interested tenderers may download the same from the website and submit their offer along with Tender fee of ₹ 1000.00 each (In the form of Crossed Demand Draft). While submitting your offer mark Tender No., and due date on the envelope. If the documents are requisitioned by post, kindly consider the following points:
 - निविदा दस्तावेज मंगाने के लिए/भेजे जा रहे निवेदन पत्र पर निविदा संख्या लिखा हो तथा अप्रतिदेय निविदा शुल्क ₹1000.00 प्रत्येक (किसी भी राष्ट्रीयकृत बैंक द्वारा जारी रेखांकित डिमाण्ड ड्राफ्ट के रूप में, निदेशक, मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान, इलाहाबाद के पक्ष में) के साथ संकाय प्रमारी (वस्तु क्रय) मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान, इलाहाबाद-211004 को भेजा जाए।
Request letter shall be sent for requisitioning tender documents indicating tender number together with non-refundable tender fee ₹ 1000.00 each (In the form of Crossed Demand Draft issued by any Nationalized Bank in favour of Director, MNNIT, Allahabad) to the Faculty In-charge (Purchase), MNNIT, Allahabad-211004.
 - जिस लिफाफे में इस प्रकार का निवेदन भेजा जा रहा हो उसके ऊपर "निविदा दस्तावेजों के लिए अनुरोध" अंकित होना चाहिये।
The Envelope containing such request shall be marked with 'REQUISITION FOR TENDER DOCUMENTS'.
 - डिमाण्ड ड्राफ्ट विज्ञापन की तिथि से पूर्व तिथि का नहीं होना चाहिए।
Demand Draft should not be dated prior to the date of advertisement.
 - प्रत्येक निविदा दस्तावेज के लिए अलग निवेदन पत्र एवं अलग डिमाण्ड ड्राफ्ट भेजा जाए।
Separate request letter and separate Demand Draft shall be sent for each tender document.
 - डिमाण्ड ड्राफ्ट के पीछे निविदाकर्ता का नाम एवं निविदा संख्या दर्ज होनी चाहिए।
Tenderer's name and tender number shall be indicated on the reverse side of the Demand Draft.
- बिना निविदा शुल्क के प्राप्त दर सूचियों पर विचार नहीं किया जाएगा।
Quotations received without tender fee will not be considered.
- नियत निविदा तिथि बढ़ाए जाने के निवेदन पर कोई विचार नहीं किया जाएगा।
No request for extension of the due tender date will be considered.
- अंतिम समय सीमा से पूर्व प्राप्त निविदाएँ उपस्थिति निविदाकारों/उनके द्वारा प्राधिकृत प्रतिनिधियों की उपस्थिति में उसी दिन नियत समय व स्थान पर खोली जाएंगी।
Tenders received before the deadline shall be opened in the presence of attending tenderers/their authorized representatives on the same day at scheduled time and venue.
- ऊपर निर्दिष्ट किसी तिथि को यदि अवकाश घोषित हो जाता है तो संस्थान का अगला कार्य दिवस निविदाओं की प्राप्ति एवं खोलने के लिए नियत तिथि माना जाएगा।
In the event any date indicated above is declared as holiday, the next working day at Institute shall be considered as the due date for receiving & opening of tenders.
- विलम्ब/देरी से प्राप्त प्रस्ताव स्वीकार नहीं किए जाएंगे।
Late / Delayed offers will not be accepted.

अति आवश्यक सूचना

VERY IMPORTANT NOTE

इस निविदा से संबंधित सभी सुधार/शुद्धिपत्र/संशोधन, यदि जारी किये जाते हैं तो, निविदा दस्तावेज का भाग/अंश होंगे।
Corrigendum, if issued any for the tender, shall form part of the Tender Document.

सुधार/शुद्धिपत्र/संशोधन केवल मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद की वेबसाइट (www.mnnit.ac.in) पर ही उपलब्ध होंगे। बोलीकर्ताओं/निविदादाताओं से अनुरोध है कि इस संबंध में नियमित रूप से वेबसाइट देखते रहें, तथा निविदा दस्तावेज के सुधार/शुद्धिपत्र/संशोधन को बिना किसी त्रुटि के नोट करें व उसके अनुसार निविदा जमा करें।

Corrigendum will be posted **ONLY** on MNNIT Allahabad website (www.mnnit.ac.in). Bidders/Tenderers are requested to visit MNNIT Allahabad website regularly and note the corrigendum / amendments to the tender without fail and submit the offer accordingly.

सुधार/शुद्धिपत्र/संशोधन की अनभिज्ञता के लिये मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद जिम्मेदार नहीं होगा।
MNNIT will not be responsible for ignorance of corrigendum.

निविदा दस्तावेज जमा करने की अंतिम तिथि के उपरान्त कोई भी अंतरिम सवाल/प्रश्न ग्रहण नहीं किया जायेगा।
After last date of receipt of Tender Documents, no interim query will be entertained.

CONTENT OF BIDDING DOCUMENTS

The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids have been divided into five chapters as under:

- Chapter 1:** Instructions to Bidder/Tenderer (**ITB**)
- Chapter 2:** General Conditions of Contract (**GCC**)
- Chapter 3:** Technical Bid (Part-1)
- Annexure I:** General Information
 - Annexure II:** Organizational Structure of the Firm
 - Annexure III:** Financial Information
 - Annexure IV:** Details of completed projects each with an outlay of ₹ 10 lakh or more in the last 5 years.
 - Annexure V:** Details Of Ongoing Projects
 - Annexure VI:** Information On Works With Existing Commitments
 - Annexure VII:** Tenders Submitted But Pending Finalization
 - Annexure VIII:** Turn Over For The Last 3 Years
 - Annexure IX:** Details Of Legal Cases Pending Against The Firm During The Last Five Years
 - Annexure X:** Details Of Key Personnel To be Provided For The Work
 - Annexure XI:** Questionnaire
 - Annexure XII:** Certificate of No Deviation
 - Annexure XIII:** Application form for Technical Bid
 - Annexure XIV:** Declaration of Bidders
 - Annexure XV:** Performance Security Form
 - Annexure XVI:** Checklist
 - Annexure XVII:** Earnest Money Deposit / Bid Security Form
- Chapter 4:** Price Bid (Part-2)

Chapter-1

INSTRUCTIONS TO THE BIDDERS (ITB)

1. The amount of Earnest Money Deposit (EMD) shall be ₹ 50,000/- in the form of DD/Pay Order, drawn in favour Director, MNNIT Allahabad, payable at Allahabad.
2. Tender form shall be complete in all respect. Incomplete tenders or tenders without EMD shall be treated as invalid.
3. Each and every page of the tender documents should bear the Signature (With date) and seal of tenderer/bidder.
4. The rates for each and every item shall be quoted in Figure and words, both. In case of any discrepancy in rates, the rates written in words shall prevail.
5. The site for the work is available and can be seen on any working day during office hours by the Tenderes. The tenderer should quote his price taking into account all factors which may affect the work and cost.
6. The Competent Authority of MNNIT Allahabad, reserves the right to accept or reject any tender or all tenders without assigning any reason.
7. Conditional tenders will be summarily rejected.
8. The tender for the work shall remain open for acceptance for a period of One hundred twenty days (120) from the date of opening of Price Bid (Part-2) of tender.
9. These instructions shall form a part of the contract document.
10. The EMD of unsuccessful tenderers shall be refunded within one month after the award of work to the successful tenderer.
11. Rates quoted shall be firm and fixed and are inclusive of cost of manpower, material, machinery, tools and plant etc., all taxes (including service tax), duties and levies, insurance etc.
12. Price Bid (Part-2) will be opened only for responsive bidders, qualifying "Eligibility Criteria".
13. **COST OF BIDDING**

The bidders shall bear all the costs associated with the preparation and submission of their bid. The Institute in no case will be responsible or be liable for these costs regardless of conduct or outcome of the bidding process.

14. **BIDDING PROCEDURE, SIGNING AND SEALING OF BIDS**

The bidder must submit his Bid in two parts as mentioned below:

Part 1: "Technical Bid"

Earnest Money

The bidder are required to submit their EMD amount of **Rs. 50,000/- (Rs. Fifty thousand only)** in the name of "Director MNNIT" payable at Allahabad as Earnest Money. The demand draft / Bank Guarantee must be issued by a Scheduled Indian Bank. Original EMD should be submitted along with the technical bid, failing which the quotation will be summarily rejected and no communication will be entertained in this regard.

Part 2: "Commercial Bid"

Duly filled-in prescribed Bid Form (Price Bid as per **format given in Chapter-4**) containing the discount offered on MRP will have to be submitted. The discount offered should be atleast 25% on MRP, in any case, on all items across the board, to be sold at the pharmacy/chemist shop in the space provided by MNNIT.

15. **Documents establishing Bidders eligibility (Technical Bid)**

The following documents should be submitted along with the tender bid as mentioned below.

- a) **EMD Rs.50,000/- (Rs. Fifty thousand only)** in the form of Demand Draft / Bank Guarantee drawn in favour of Director, MNNIT & payable at Allahabad.
- b) Duly attested copies of valid licenses held by the bidder as on the date of Bid opening in specified forms for various categories of allopathic medicines issued by the Drug Control authority of the State under the provisions of Drugs and Cosmetics Act, 1940 and rules made there under. Copy of Drug License for preceding three years would be required.
- c) Copy of Declaration of bidder as per **Annexure–XIV** duly signed.
- d) Copy of the valid Registration Certificate as per the applicable Act vide clause 2.3 along with the list of Executive Members of the Organization/ Trust/ Firm
- e) TIN & Sales Tax / VAT Registration Certificate.
- f) Undertaking that the organization has not been convicted by State Drugs Controller, and stating that no case is pending against the firm under the "Drugs and Cosmetics Act and Rules" as well as under the "Drugs Price Control Order" issued from time to time.
- g) Copies of the Audited Balance Sheets for the preceding three financial years to establish the turnover of the bidder.

16. **Sealing and Marking of Bids**

As the Bidders/Tenderers are invited in Tenders in Two Parts, i.e., **Part I – Technical and Commercial Bid**, and **Part II – Price Bid**; all Bidders/Tenderers are requested to follow carefully the following instructions before preparing their offer.

I. Part I: TECHNICAL & COMMERCIAL BID

Part – (a) Technical

- (i) This part should contain detailed specifications of the items quoted by you along with technical literature and leaflets if any.
- (ii) A compliance statement showing the compliance of the item quoted by you with that of item tendered by us should be prepared and enclosed to this.
- (iii) Any other information called for in the tender related technical and commercial specifications can also come in this part.
- (iv) Prices **SHOULD NOT** be indicated in TECHNICAL BID (Part-1).

Part – (b) Commercial terms: (WITHOUT PRICE)

- (i) The commercial terms applicable for the items quoted by you should be indicated in this part.
- (ii) If any compliance statement is called for the commercial terms/contractual terms and conditions, the same is to be attached in this part.
- (iii) Prices should **NOT** be indicated in this part. However a copy of the price bid (**without prices**) can be enclosed in this part to enable to understand whether all the items required to be quoted by you have been quoted in the price bid. **Alternatively** a statement is to be made indicating that you have quoted prices for all the items as per the tender and enclosed in the Price Bid as per the format.
- (iv) The Commercial terms such as delivery terms, delivery period, payment terms, Warranty, validity of the offer, installation & commissioning, duties and taxes etc., shall come into this.

Note:

1. Either Technical Specifications or terms & conditions as above should be very clearly reflected item-wise with reference to the items called for in the tender.
2. Please note that the **PRICE SHOULD NOT BE** indicated in this part.
3. Technical and Commercial part as described above shall be prepared and put it in a sealed cover & marked and addressed as follows:

Tender No.	:
Due Date	:
PART I	:	<u>TECHNICAL & COMMERCIAL BID (PART-I)</u>
		To,
		The Faculty In-charge (Purchase)
		Motilal Nehru National Institute of Technology Allahabad
		Allahabad-211004 (India)
From	:
	

II. Part II : PRICE BID

- (i) The prices applicable for the items, item-wise in response to the tender shall come into this part.
- (ii) Tenderer shall indicate very clearly item-wise prices with reference to their technical offer.
- (iii) Price part prepared as above shall be enveloped and marked as follows:

Tender No.	:
Due Date	:
PART II	:	<u>PRICE BID (PART-II)</u>
		To,
		The Faculty In-charge (Purchase)
		Motilal Nehru National Institute of Technology Allahabad
		Allahabad-211004 (India)
From	:
	

III. These two separate SEALED ENVELOPES containing 'Technical & Commercial Bid (Part I)' and Price Bid (Part II), prepared as above along with 'Tender fee' (if applicable) should be inserted in another envelope and marked as follows:

Tender No.	:
Due Date	:
		<u>PART I & PART II ARE INDIVIDUALLY SEALED AND KEPT INSIDE</u>
		<u>(DD towards Tender fee with Covering Letter is also kept inside, in separate envelope)</u>
		To,
		The Faculty In-charge (Purchase)
		Motilal Nehru National Institute of Technology Allahabad
		Allahabad-211004 (India)
From	:
	

IMPORTANT NOTE:

- (i) Being a Two-Part Tender, fax quotations will not be accepted.
 - (ii) Please ensure your offers are received before due date and time.
- In case you are going to download the documents from our website (<http://www.mnnit.ac.in/tenders.html>) and submitting the offer, you are requested to submit the DD towards **Tender fee** in a separate envelope along with a covering letter duly marked on the cover "**Tender fee for Tender No. _____**".

17. PERIOD OF CONTRACT

The contract shall initially be for a period of two years from the date of the signing of contract. However, strictly on the basis of the satisfactory performance it may be extended for a further period of one year at the sole discretion of the Director, MNNIT Allahabad on the same terms and conditions.

18. RIGHT TO ACCEPT / REJECT ANY BID

The Director, MNNIT, reserves the right to annul the bidding Process and reject all bids at any time without assigning any reasons and 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 such decision.

19. PERFORMANCE SECURITY GUARANTEE

The successful bidder will have to furnish a **Performance Bank Guarantee for an amount of Rs. 1,00,000/- (Rs. One lakhs only)** either in the form of Bank Guarantee valid for 30 months (as per format at **Annexure –XV**) issued by the Scheduled Bank or through Demand Draft payable to "Director MNNIT". No claim shall be made against MNNIT in respect of interest if any due on the Performance Security.

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

20. INDULGENCE IN 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 this contract.

(ii) In pursuance of this policy, the terms are set forthwith as follows:

- a. "Corrupt practice" means offering, giving, receiving or soliciting anything of value to influence the action of the public official in the contract execution; and
- b. "Fraudulent practice" means misrepresentation of facts in order to influence the execution of the contract to the detriment of the Institute, and it includes collusive practices among Bidders (prior to or after bid submission) designed to deprive the Institute of the benefits of free and open competition.

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

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

21. Contract will be awarded to the bidder who will quote for maximum percentage of discount on printed MRP on all items across the board, subject to fulfillment of technical bid and all other terms and conditions.

Percentage discount will become applicable on the MRP mentioned and will be inclusive of VAT etc. No taxes of any kind would be levied on the discounted price.

22. The Bid is liable to be rejected, if the required information / documents have not been furnished as asked for. Individual signing the Bid and other documents must specify whether he signs as:

(i) A partner of the organization if it is in joint ownership/trusteeship/partnership then in that case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.

A person signing the Bid form or any document forming part of the bid on behalf of another shall be deemed under warranty that he has authority to bind with his acts on such other person. If on enquiry, it appears that the person so signing has no authority to do so, the MNNIT without prejudice to other Civil and Criminal remedies, can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.

23. PERIOD OF VALIDITY OF BIDS

The Bids shall be valid for acceptance for 120 days after the date of bid opening.

24. INVENTORY MANAGEMENT

1. Inventory management will be through computerized system
2. Periodical inspection by the duly constituted Monitoring committee will be carried out to verify the stock position of medicines, cold chain maintenance, bar coding etc.

25. PENALTY

In case the chemist fails to supply the prescribed medicines and other items, a penalty will be imposed which has to be decided on the merit of the complaint by the Competent Authority.

26. FORFEITURE OF EMD / PERFORMANCE SECURITY.

(i) The Earnest Money may be forfeited if a Bidder withdraws its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails:

- a) To sign the contract in accordance with the terms and conditions, and
- b) To furnish Performance Security as per the terms and conditions.

(ii) **Performance Security** is liable to be forfeited if selected chemist:

- a) Fails to adhere to the terms and conditions of the contract
- b) Supplies any sub-standard, spurious medicines, substituted drug/molecule etc.
- c) Non-availability of common medicines / surgical consumables, etc.
- d) Over-charging i.e. not offering the pre determined discount
- e) Non-payment of rent / any other dues.

27. CHECK LIST FOR TENDER:

All the information as called for in the various clauses and annexure of tender specification should be furnished. Please refer to the check list. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by MNNIT Allahabad.

(a) **Technical Bid (Part-1):**

Enclosures:

- (i) E M D
- (ii) Tender fees (if tender document is downloaded from website)
- (iii) Standard Forms enclosure at Annexure-I to Annexure-XVI
- (iv) Successful Bidder's proposed site organization chart
- (v) Signature with date & seal of the tenderer/bidder on all pages of tender
- (vi) Any other Document as specified in the tender document.
- (vii) Copy of Pan Card
- (viii) Certificate of Registration for Sales Tax / VAT and Service Tax.
- (ix) List of documents required in support of Tenderer's Credentials.

(b) **Price Bid (Part-2):** ONLY containing Price Bid / Bill of Materials / Quantities.

28. Eligibility Criteria:

- 28.1 The chemist must hold valid licenses as on the date of Bid opening in specified forms for various categories of allopathic medicines issued by the Drug Control authority of the State under the provisions of Drugs and Cosmetics Act, 1940.
- 28.2 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.
- 28.3 Chemist should have at least three years experience in selling / dispensing the medicines / surgical consumable etc. and should be having authorized distributorship of standard medicine companies.
- 28.4 VAT Registration certificate should be available with the bidder.
- 28.5 TIN be allotted to the firm.
- 28.6 That the bidder must have the experience of operating a pharmacy.
- 28.7 Copy of the Sales Tax/VAT Registration Certificate is to be furnished. Organization shall also submit a certificate on the organization letter head stating that up-to-date returns have been filed there are no dues with the concerned department. Prospective bidder will also submit the copies of latest returns filed.

29. TENDERER'S CREDENTIAL PROFORMA FOR PREQUALIFICATION OF BIDDERS/TENDERERS:

- (a) These Proforma documents (in form of Annexure-I to Annexure-XVI) will form part of Pre-qualification bid, i.e., Technical Bid (Part-1)
- (b) Tenderer's must submit documents in support of pre-qualification criteria along with Tenderer's Credential Proforma.
- (c) No document in support of minimum eligibility criteria will be accepted **after** opening of tender.

Chapter-2

A: General Conditions of Contract (GCC)

1. NON SUBSTITUTION

The chemist will not change Drug / Molecule mentioned by the treating doctor. In case of request for specific brand of medicines, the brand shall not be substituted irrationally. However, the chemist shop will be provided with a list of all the standard manufacturers; duly recommended by the Committee constituted by the Director, MNNIT.

2. 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.

3. INDIVIDUAL PACKETS

The chemist shall put all medicines / surgical items as per prescription per patient in one packet.

4. LIFE PERIOD OF MEDICINES SUPPLIED

Every medicine has its own self-life period mentioned on the label of medicine / surgical consumables. The self-life of medicines / surgical consumables supplied should not have passed more than half of its self-life at the time of supply.

5. PERFORMANCE SECURITY

The amount of Performance Security shall be liable to be forfeited if the medicines / surgical consumables, etc supplied by the authorized Chemist against the request placed on them in pursuance of this contract are subsequently found as having not conforming to quality.

Performance Security is liable to be forfeited if selected chemist:

- (i) Fails to adhere to the terms and conditions of the contract
- (ii) Supplies any sub-standard, spurious medicines, substituted medicine etc.
- (iii) Non-availability of common medicines/surgical consumables, etc.
- (iv) Over-charging i.e. not offering the pre determined discount
- (v) Non-payment of rent / any other dues.

The Chemist should not stop the sale of the Medicines/Surgical Consumables/Implants/Orthotic and Prosthetic Devices etc. without giving 30 days prior notice to MNNIT.

6. PENALTY FOR DEFAULT

The firm will ensure availability of all medicines & surgical consumables at all times. In case of non-availability of any item, the firm will procure the requisite item from nearby market and provide the same as early as possible to the patient.

In case the chemist fails to supply the prescribed medicines and other items, a penalty will be imposed which has to be decided on the merit of the complaint by the Competent Authority. In case of prescription for specific brand of medicines and other items, the same shall not be substituted. If any such case is noticed during random check / complain by the purchaser etc. after the payment, then chemist will be penalized for Rs. 1000/- plus cost of the specific brand for each such default.

7. TERMINATION OF CONTRACT FOR DEFAULT

The MNNIT may, without 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 services within the period(s) specified in the Contract
- (b) If the bidder fails to perform any other obligation(s) under the Contract
- (c) If the bidder, in the judgment of the MNNIT has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

8. SALE OF MEDICINES etc.

8.1 Sufficient stock of standard quality of medicines /surgical item / medical implant/Orthotic and Prosthetic Devices at all times will have to be maintained by the chemist.

8.2 The medicines / surgical item etc. to be supplied will be of standard quality. In case, it is found that any particular medicines/surgical item, etc. is expired or is near to the date of expiry, found not of standard quality, substandard or spurious, chemist will be penalized which may include being debarred for a period of 3 years besides other legal action as may be necessitated.

8.3 Medicines / surgical items for the patient shall be supplied in individual packets by the chemist.

9. RETURN OF UNCONSUMED STOCK OF MEDICINES /SURGICAL ITEMS

Chemist will accept the stock of unconsumed / unused stock of medicines / consumable / items etc from patient, if returned to him in good & original pack within a week of purchase along with the original cash memo and refund the original amount.

10. 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 hospital 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 hospital from all 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 hospital and will not hold the hospital responsible or obligated. MNNIT 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.

11. **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 hospital and the Bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration of the Director, MNNIT who shall give written award of his decision to the Bidder. The decision of the Director, MNNIT will be final and binding. For all legal matter, jurisdiction will be of Allahabad High Court only.

12. **NOTICES**

- 12.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy by post to the other Party's address as below.
- 12.2 Notice shall be effective when delivered or on the notice's effective date, whichever is later.

B: SCOPE OF WORK

- 1. To set up and operate Pharmacy / Chemist Shop within the premises of Motilal Nehru national Institute of Technology, Allahabad for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices . . . etc. on discounted rates. The chemist shop will sell these items through computerized system and will submit the documentary proof, of supply of these items to the patients at the approved discounted rates. The space for shop will be provided by MNNIT on nominal monthly rent as decided by the competent authority.
- 2. To maintain sufficient stocks of medicines, consumables, surgical items, implants, Instruments etc for sale at the Pharmacy / Chemist Shop at discounted rates.
- 3. To sell medicines, surgical items, Implants, Instruments, etc. to patients only against valid prescriptions of MNNIT doctors at preapproved discounted rates.
- 4. Chemist will ensure use of bar-coding on each item and optical scanner at point of sales.
- 5. Expenditure on establishment of shop, telephone, electricity, water etc. shall be borne by the chemist.
- 6. The selected chemist shall arrange & will be responsible for all clearances / formalities including drugs license from State Drug Controller for opening the chemist shop in the allotted space.
- 7. Selected chemist shall be responsible for making available adequately qualified staff in sufficient numbers in the shop as per the provisions of Drugs and Cosmetics Act, 1940 & rules made thereunder.
- 8. The timings of the shop shall be normally from 8.00 am to 10.00pm. However, the same can be changed depending upon the requirements.

Chapter-3 **TECHNICAL BID (PART-1)**

Following proforma documents (in form of Annexure-I to Annexure-XVII) will form part of Pre-qualification bid, i.e., Technical Bid (Part-1)

No document in support of minimum eligibility criteria will be accepted **after** opening of tender.

- Annexure I:** General Information
- Annexure II:** Organizational Structure of the Firm
- Annexure III:** Financial Information
- Annexure IV:** Details of completed projects each with an outlay of ₹ 10 lakh or more in the last 5 years.
- Annexure V:** Details Of Ongoing Projects
- Annexure VI:** Information On Works With Existing Commitments
- Annexure VII:** Tenders Submitted But Pending Finalization
- Annexure VIII:** Turn Over For The Last 3 Years
- Annexure IX:** Details Of Legal Cases Pending Against The Firm During The Last Five Years
- Annexure X:** Details Of Key Personnel To be Provided For The Work
- Annexure XI:** Questionnaire
- Annexure XII:** Certificate of No Deviation
- Annexure XIII:** Application form for Technical Bid
- Annexure XIV:** Declaration of Bidders
- Annexure XV:** Performance Security Form
- Annexure XVI:** Checklist
- Annexure XVII:** Earnest Money Deposit / Bid Security Form

All the information provided must be supported by authenticated documents.

< Company Letterhead of Bidder/Tenderer >

Annexure-I
General Information

- 1) Name of the firm :
- 2) Address :
- 3) Contact person :
- Phone :
- Fax :
- Email :
- Cell Phone :
- 4) Place and year of Incorporation of the firm :
- 5) Registration No. (Copy to be enclosed) :
- 6) Constitution of the firm (Pvt. Ltd., Public, Proprietary) :
- 7) Name & qualification of the Chief Executive of the firm :

Signature (with date) & seal of Bidder/Tenderer

< Company Letterhead of Bidder/Tenderer >

Annexure-II
Organization Structure of the Firm

Head of the Organization

- a. Name :
- b. Designation :
- c. Address :
- d. Telephone :
- Fax :
- Email :
- Cell Phone :
- e. Qualification :
- f. Age :
- g. Experience :

Signature (with date) & seal of Bidder/Tenderer

< Company Letterhead of Bidder/Tenderer >

Annexure-III
Financial Information

- 1) Turn over for the last 3 years (Furnish in Annexure XI) :
- 2) Permanent Account No. (IT) :
- 3) Tax Identification No. (TIN) :
- 4) Service Tax Registration No. :
- 5) Audited balance sheet during the last 3 years (Enclose copies for the last three years) :
- 6) Average annual turnover of last THREE financial years, as per above point 5 :
- 7) Income Tax Clearance Certificate (Enclose copies for the last five years) :
- 8) Solvency Certificate issued by Nationalized /Scheduled Bank. :
- 9) Whether any legal cases specific for supply, installation, testing and commissioning of Elevators are pending against the firm during the last five years, Please furnish Details (Furnish in Annexure XII). :

Signature (with date) & seal of Bidder/Tenderer

< Company Letterhead of Bidder/Tenderer >

Annexure-IV

Details of completed projects each with an outlay of ₹ 10 lakh or more in the last 5 Years.

(Enclose satisfactory completion certificate and date of completion from the competent authority of concerned department/organization in case of Govt. or Chief executive in the case of Private Organization. However, in case of certificate obtained from Private Organization, Supporting documentary proof such as Payment details, Bank statement, TDS certificate will also be required to be furnished.)

Sl. No.	Project name	Name of the client	Description of work (type of Building)	Contract No.	Value of Contract (Rs. in Lakh)	Date of Work Order	Stipulated period of completion	Actual period of completion	Remarks, Explain reasons for delay, if any
1.									
2.									

Signature (with date) & seal of Bidder/Tenderer

< Company Letterhead of Bidder/Tenderer >

Annexure-V

Details of Ongoing Projects

(Enclose satisfactory completion certificate and date of completion from the competent authority of concerned department/organization in case of Govt. or Chief executive in the case of Private Organization. However, in case of certificate obtained from Private Organization, Supporting documentary proof such as Payment details, Bank statement, TDS certificate will also be required to be furnished.)

Sl. No.	Project name	Name of the client	Description of work	Contract No.	Value of Contract (Rs. in Lakh)	Date of Work Order	Stipulated period of completion	% progress achieved	Remarks
1.									
2.									

Signature (with date) & seal of Bidder/Tenderer

< Company Letterhead of Bidder/Tenderer >
Annexure-VI

A) INFORMATION ON WORKS WITH EXISTING COMMITMENTS

Sl. No.	Description of Work	Place and State	Name and address of Client	Value of Contract (Rs. in lakh)	Stipulated period of completion	Remarks
1.						
2.						

Signature (with date) & seal of Bidder/Tenderer

< Company Letterhead of Bidder/Tenderer >
Annexure-VII

B) TENDERS SUBMITTED BUT PENDING FINALISATION

Sl. No.	Description of Work	Place and State	Estimated value of works (Rs. in lakh)	Stipulated period of completion	Date when decision is expected	Remarks
1.						
2.						

Signature (with date) & seal of Bidder/Tenderer

< Company Letterhead of Bidder/Tenderer >

Annexure-VIII

Turn Over for the last 3 years

Sl. No.	Year	Turn Over (₹ in Crore)	Remarks
1.	2009-10		
2.	2010-11		
3.	2011-12		

Signature (with date) & seal of Bidder/Tenderer

< Company Letterhead of Bidder/Tenderer >

Annexure-IX

Details of legal cases pending against the firm during the last five years

SL. NO.	ORGANISATION AGAINST WHOM THE LITIGATION IS INVOLVED	BRIEF DETAILS OF DISPUTE	AMOUNTS INVOLVED (₹)	PRESENT STATUS	Remarks
1.					
2.					

Signature (with date) & seal of Bidder/Tenderer

< Company Letterhead of Bidder/Tenderer >

Annexure-X

Details of Key Personnel to be provided for the work

Sl. No.	Key Personnel	Name & Qualification	Years of Experience
1.			
2.			
3.			
4.			
5.			

MNNIT, Allahabad shall have the right to demand augmentation of the staff if required.

Signature (with date) & seal of Bidder/Tenderer

< Company Letterhead of Bidder/Tenderer >

**Annexure-XI
QUESTIONNAIRE**

[NOTE: Questionnaire to be answered by the bidder by writing YES or NO in the box given. If any of the questions is not applicable, please mention as "Not Applicable (NA)"]

SI. No.	Description	Yes/No
1	Whether the bidder has understood the scope of work and agrees to deploy required man power.	
2	Whether the bidder has agreed to all Terms & Conditions given in the tender.	
3	Whether the bidder has their own code for ESI & PF. (A copy of the certificate to be enclosed).	
4	Whether the bidder has enclosed copy of the present Service / Sales / Works contract sales Tax registration certificates. If a vendor is exempted from the registration under Service / Sales Tax, the reason there of be stated.	
5	Whether the vendor / Successful Bidder is availing service Tax credit / VAT Credit for their inputs.	
6	Whether the vendor will submit Service Tax invoice as per the existing ACT and the rules their under.	
7	Whether the bidder agrees to Pay Wages as per Minimum wages Act, EL Wages, Holiday Wages as per existing Government rules. (Necessary proof should be submitted while claiming running bill and final bill.)	
8	Whether the PAN Number of the bidder is furnished. If exempted from IT, the exemption certificate shall be enclosed.	
9	Whether the bidder agrees to keep the validity of their offer for 120 Days from the date of opening of price bid and keep the prices firm throughout the contract period.	
10	Whether the bidder agrees for the payment terms of MNNIT.	
11	Whether the bidder has agreed to submit EMD of ₹ 50,000/- and has submitted the same along with technical bid. (If not enclosed the tender will not be considered).	
12	Whether the bidder has agreed to submit Security Deposit before commencement of the work.	
13	Whether the Bidder has enclosed the list of similar works carried out with supporting documents	
14	Whether the includability / excludability of the taxes and duties in the rates offered has been clearly indicated. If the same is not done, MNNIT will choose to assume the rates are inclusive only.	
15	Whether the bidder has submitted the proof of minimum average annual turnover for last 3 years for a value of ₹ 10 lakhs or more.	
16	Whether the bidder has visited the site and ascertained the working conditions?	

Signature (with date) & Seal of Bidder/Tenderer

< Company Letterhead of Bidder/Tenderer >
Annexure-XII
CERTIFICATE OF NO DEVIATION

I/We of M/s hereby certify that **there is no deviation** from the tender conditions either technical or commercial and I am/We are agreeing to all the terms and conditions mentioned in the Tender Specification.

Date:

Signature (with date) & seal of Bidder/Tenderer

<Company Letterhead of Bidder/Tenderer >
Annexure-XIII
Application Form for Technical Bid

(Technical Bid should be kept in separate sealed cover super scribing "Technical Bid" on it).

1. Name of Tenderer and Agency. :.....

2. Details E.M.D. (Rs.50,000/-)

With Draft No. :.....

Issuing Bank :.....

3. Details of Experience in the similar Field (attach copies from the Agency)

S. No.	Period From	To	Organization	Details

(If required enclose separate sheet)

4. Annual Turnover

S. No.	Year	Turnover in Rs. Lacs Document (Attach Photocopy)
1	2009-10	
2	2010-11	
3	2011-12	

5. Total Manpower Working with Tenderer:

6. Qualification of Tenderer:

7. V.A.T. Regn. No. :

8. Income Tax Clearance Certificate:

From Concerned Authority

Signature (with date) & seal of Bidder/Tenderer

Name of the Tenderer :.....

Notes:

1. All the documents enclosed should be arranged and submitted in the same serial order as they appear on the qualification bid.
2. Information has to be filled up specifically in this format.
3. Information shall be limited to the applicant. If any relevant data concerning the group of companies to which the applicant belongs is desired to be given, the same shall be given separately in supplementary sheet.
4. Applicant not providing details or with insufficient details shall be rejected.

<Company Letterhead of Bidder/Tenderer>
ANNEXURE-XIV
Declaration of Bidder

From:

Complete address of the bidder
with Phone/Fax & Mobile No.

To:

The Director,
Motilal Nehru National Institute of Technology, Allahabad,
Uttar Pradesh

Dear Sir,

1. I / We hereby offer to open & run pharmacy / chemist shop to sell medicines and surgical consumables / implants etc. to patients attending MNNIT as indicated in the Bid notice in the acceptance of Bid at the rate given in Price Bid attached and agree to hold this offer open till _____. I / we shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I / we have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
3. I / we are fully aware of the nature of medicines and surgical consumables / implants etc. required; and my / our offer is to sell the medicines and surgical consumables / implants etc. strictly in accordance with the requirements of patient.
4. I / we agree to arrange supplies of standard quality drug and surgical consumables / implants.
5. I / we agree that the supply of aforesaid will comply with provisions of Drugs & Cosmetics Act, 1940 and rules made there under.
6. My / our organization has not been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and Rules.

SIGNATURE OF WITNESS

NAME

ADDRESS:

SIGNATURE OF BIDDER

NAME

ADDRESS:

<Company Letterhead of Bidder/Tenderer>
Annexure-XV
PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

WHEREAS (Name of Supplier/ service provider)
Hereinafter called "the Supplier/ service provider " has undertaken, in pursuance of Contract (Notification of Award) No.....
dated,..... 20... to supply.....(Description of Goods and Services) hereinafter called "the
Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a
recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance
with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier/ service provider, up to a
total of (Amount of the Guarantee in Words and Figures) and we undertake to pay
you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any
sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show
grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....

.....

Date.....20.....

Address:.....

.....

<Company Letterhead of Bidder/Tenderer>
Annexure-XVI
Check List

Certificates/Documents required to be submitted in the Two-Bid System

The prospective bidders have to submit the following certificates/documents invariably along-with Techno-Commercial Bid. If these Documents are not submitted/ conditions not met, the quotation shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

S.No	Documents To be Submitted	Document Enclosed YES / NO	If Yes, Mention the Page No / Annex. No Where mentioned/ attached	Remarks
1	EMD in the form of Demand Draft / Bank Guarantee			
2	Duly attested copies of valid licenses held by the bidder as on the date of Bid opening in specified forms of various categories of allopathic medicines issued by the Drug control authority of the State under the provisions of Drugs and Cosmetics Act, 1940 and rules made there under.			
3	Copy of Declaration of bidder as per Annexure – A duly signed			
4	Copy of the valid registration Certificate of the organization as per the applicable Act vide clause 2.3 along with the list of Executive Members of the Organization/ Trust/ Firm			
5	TIN & Sales Tax / VAT Registration Certificate.			
6	Undertaking that the voluntary organization has not been convicted by State Drugs Controller, and stating that no case is pending against the organization under the “Drugs and Cosmetics Act and Rules” as well as under the “Drugs Price Control Order” issued from time to time.			
7	Copies of the Audited Balance Sheets for the preceding three financial years and Income Tax Returns to establish the turnover of the bidder.			

Signature (with date) & Seal of Bidder/Tenderer

<Company Letterhead of Bidder/Tenderer>
Annexure-XVII
EARNEST MONEY DEPOSIT / BID SECURITY FORM

Whereas¹ (*hereinafter called "the Bidder"*) has submitted its bid dated..... (*date of submission of bid*) for the supply of (*name and/or description of the goods/Service*) (*hereinafter called "the Bid"*).

KNOW ALL PEOPLE by these presents that WE..... (*name of bank*) of..... (*name of country*), having our registered office at..... (*address of bank*) (*hereinafter called "the Bank"*), are bound unto..... (*name of Purchaser*) (*Hereinafter called "the Purchaser"*) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) Withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) Does not accept the correction of errors in accordance with the ITB; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract Form if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

Name of Bidder

<Company Letterhead of Bidder/Tenderer>

Chapter-4

PRICE BID

From:

Complete address of the bidder with Phone/Fax & Mobile No.

To:

The Director,
Motilal Nehru National Institute of Technology,
Allahabad, Uttar Pradesh.

Dear Sir,

I/We hereby offer to sell medicines / surgical items to patients at the rate given below:-

1. Uniform Discount on the Printed Maximum Retail Price offered on All items of supply

Sr. No.	Type of Drug	Minimum Discount	Discount offered (in figures)	Discount offered (in words)
1.	All Items	25%		

Note: Bid of firms quoting discount less than 25% on MRP shall be summarily rejected and no correspondence shall be entertained in this regard.

2. I also undertake to keep the above quoted rate of discount on the Printed Retail Price on all items available for sale valid, till duration of this contract.
3. The chemist will indicate name of the medicine, quantity, batch number, date of expiry including Discount given in the Cash Memo at the time of supplying the medicines / surgical item to the purchaser.