





# Dr. B. R. Ambedkar National Institute of Technology

G T Road Bye pass, Jalandhar -144011, Punjab (India)

EPABX – 0181-2690301-2690453 Fax: 2690320, 2690932 E-Mail registrar@nitj.ac.in

## Important Notice

1. All corrigenda, addenda, amendments and clarifications to Tender Specifications will be uploaded on the website [www.nitj.ac.in](http://www.nitj.ac.in) & CPP Portal and not in the newspaper, Bidders shall keep themselves updated with all such developments till the last date and time of submission of tender.
2. In case, the last date of receipt/opening of quotation/bid falls on holiday, the quotation shall be receipt/opened on the next working day.
3. Tender documents fee of Rs. 500/- in the form of **Demand Draft favouring- Director, Dr B R Ambedkar NIT Jalandhar** must be submitted with tender documents.
4. Tenderer who have downloaded the tender from the institute website shall submit declaration that I/we have downloaded the tender from the institute website [www.nitj.ac.in](http://www.nitj.ac.in) & CPP Portal and I/We have not tempered/modified the tender form in any manner. In case if the same is found to be tempered/modified in any manner, I/we understand that my/our tender will be summarily rejected and I/we are liable to be banned from doing business with Institute.



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## TERMS & CONDITIONS

### Licensing Out Chemist Shop in NITJ Campus

#### 1. Provision for governing License Deed

The chemist shop shall be setup and run in accordance with the rules and regulations of Punjab Government, GOI/NITJ.

#### 2. Mandatory Eligibility

An Indian citizen can apply for Chemist Shop provided he obtains a drug license from the competent authority in Punjab.

The License deed shall be executed on the clear understanding that the Licensee has never been debarred/blacklist by any Central/State Govt. / any other Govt. department or any autonomous body. In case the applicant is found to be blacklisted / debarred at any later stage or the event of this being proven at any time during the License period, the License Deed would be cancelled and all his security deposits will be forfeited.

#### 3. PROCEDURE FOR SUBMISSION OF BIDS :

3.1 Two Bid System :-

a) Sealed Technical Bid (In the format placed as Annexure-I) in one envelope along with **EMD of Rs. 20,000** (Rs. Twenty Thousand only) by way of Demand Draft in **favour of - Security Account. Dr. B.R. Ambedkar National Institute of Technology, Jalandhar** super-scribing "Technical Bid and **Tender Fee of Rs. 500/- in the form of Demand Draft in favour of Director NIT, Jalandhar must be submitted.**

b) Sealed Financial bid (in the format placed as Annexure-II) in one envelope duly signed, stamped super scribing- "Financial Bid" must be submitted.

3.2 Both the documents viz. Technical Bid Envelope and Financial Bid Envelope prepared as above are to be kept in a single sealed envelope super-scribing "Tender for Chemist Shop" and be sent by Speed Post / Register Post / by hand to the Director, Dr. B. R. Ambedkar NIT Jalandhar by 25<sup>th</sup> March, 2022 till 03:00 pm. NIT Jalandhar will not be responsible for any postal delay or non-receipt/non-delivery of the bid. No further correspondence will be entertained on the subject.

The Bid will be opened on same day i.e. 25<sup>th</sup> March, 2022 at 3.30 PM in the Purchase section of NIT Jalandhar. Bidders may remain present on due date and Time, if they want to.



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## Note :

- a) The offers submitted through Telex / Telegram / Fax / E-mail or any manner other than specified at above (Ref. 3.2) will not be considered. No further correspondence will be entertained on this matter.
- b) Bids shall be valid for 90 days from the date of opening. NIT Jalandhar holds the right to reject a bid valid for a period shorter than 90 days as non-responsive.
- c) Bids not complying with any of given clauses/eligibility in this tender document are liable to be rejected.
- d) Any effort by a Bidder to influence any member of NIT Jalandhar bid evaluation committee, regarding bid evaluation, comparison or contact award decision may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.

## 4. Procedure for Evaluation of Bids

The evaluation of financial bid would be based on the highest percentage of discount given by the tenderer in the financial bid.

## Note:

- a) Discounts % are to be quoted on MRP.
- b) Sale volumes are expected to be 10-12 lacs approx. per annum as per the present estimates. In case the amount falls short, the discount rates can not be changed and will remain same. However the bidder, prior of quoting rates, can make their own study to estimate the sale volumes for the purpose of assessing financial viability of their proposal. Conditional bids in this regard would be summarily rejected.
- c) Monthly license fee to NIT Jalandhar will be **Rs. 2,000/-** per month with a provision of enhancement by 5-10% per year. Water & Electricity charges will have to be paid by the bidder on actual basis.
- d) The License deed shall be for a maximum period of 3 years. Initially allotment of shop will be for one year which can be further extended for two more years (year-wise) on satisfactory performance. This is subject to satisfactory performance of the services. In case the services are found to be unsatisfactory, the License deed shall be terminated by the Director NITJ at any point of time.
- e) The bidder after successful bidding should obtain GST No., PAN Number or any other tax number which is essential or required for the chemist shop.
- f) The licensee has to provide the discount in the four categories of medicines i.e Ethical/ Generic/ Surgical/ Ayurvedic. In case, any of the item/ medicine do not falls under any of these categories, the licensee has to provide that item/medicine at the average offered discount of all the four categories (Ethical/ Generic/ Surgical/ Ayurvedic) of the contract.

## Deed of License

The qualifying bidder shall sign a Deed of License; primarily for fair trade practice in all dealings with NIT Jalandhar incorporating tender terms, delivery mechanisms and penalties for default. The deed of license shall be signed within fifteen days of communication from the NIT Jalandhar failing which the EMD of the Bidder shall be forfeited and opportunity may be extended to next technically and financially qualified (next highest) bidder.



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## 5. Earnest money deposit and performance guarantee

The bidder shall have to submit **EMD of Rs. 20,000/- in shape of Demand Draft in favour of Security Account, NIT Jalandhar** with the Technical bid failing which Technical bid will not be considered. The EMD of highest discount giving bidder will be retained till the finalization of the Chemist Shop and the EMD of other bidders will be returned immediately.

The EMD of the successful bidder will be released after having performance guarantee as detailed below:-

The successful Licensee shall deposit with the NIT Jalandhar a sum of **Rs. 50,000** (Rs, Fifty Thousand only) in the form of a Bank Guarantee furnished by a schedule/nationalized Bank within 30 days of execution of the license deed or before opening of chemist shop, whichever is earlier for due and complete performance of the terms and conditions of tender. The said performance bank guarantee shall be valid for a period of 03 years plus 02 months for the date of execution of the License deed.

The security shall be refunded on expiry of the License Deed or adjusted against damages, if any.

## 6. Possession

The allotted shop must be occupied by the Licensee within 15 days of the date of issue of the allotment letter. The License fee will be charged from the 16th day of issue of allotment letter or the date of possession, whichever is earlier. Failure to occupy the said shop within the stipulated time may result in forfeiture of security deposit, earnest money and cancellation of allotment letter. The name of the chemist shop (Firm) whatsoever has to be get approved from the director before its display.

## 7. Payment of Taxes

The licensee shall be liable to pay all such fees or taxes as may be levied by the state / Central Government or any other authority in respect of the premises under the any law from time to time.

The chemist shop in no manner will publicize any another firm/company/educational institute without the permission of the Director, NITJ.

## 8. Alteration / Amalgamation / Encroachment / Defacement of Building

The Licensee shall not make any addition or alteration / defacement of any sort in any part of the said building without the prior permission in writing from the Director NITJ. The Licensee is not entitled to sub-divide the shop or to amalgamate it with any other shop. The area in front of the said building shall not be encroached upon or used for any purpose other than a public passage.



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## **9. Working Hours**

The Medical shop has to keep operational/open by the licensee 24 hours on daily basis or as decided by the Institute from time to time.

## **10. Time line for Providing medicines**

The licensee is required to make available all the essential/ routine medicines in the chemist shop. However, in case the medicine/ item is not available in the shop, the Licensee will ensure that the medicines to all the faculty/staff/students as prescribed by Medical Officer are to be provided maximum within 24 hours. In case, the medicines are not provided within 24 hours, the concerned patient may take medicines from market and the relevant discount amount as per contract on that type of medicines will be recovered from the licensee's bills/ security money/PBG.

## **11. Police Verification**

The Licensee will ensure that the police verification of all the persons deployed by him in the allotted premises have been got done.

## **12. Delivery of vacant possession on termination of License Deed**

On termination of the license deed, the licensee shall remove temporary structures and fixtures, if any, immediately and deliver the vacant possession of the building to the Director NITJ on the last day of termination of license deed. In the event of default, the Director NIT shall charge license fee @ 10 times up to 15 days, 20 times up-to next 15 days, 30 times up to the period of 60 days and 50 times after elapse of 60 days from the date of expiry / termination / completion of term of this deed. The expenditure incurred on removal of fixtures shall be recoverable from the licensee.

## **13. Compensation on account of closure**

The licensee shall not be entitled for any compensation on account of the closure of the shop for any period if the same becomes necessary on account of demolition of the whole or part of the premises in connection with the maintenance and repairs of the building. The licensee shall not however, be liable to pay License fee for the period for which this shop is closed on account of the aforesaid maintenance or repairs. The Licensee shall be entitled to restoration of the premises as soon as necessary repairs have been completed.

## **14. Inspection of the Shop**

The Director may through his offices and employees, at all the responsible times and in a reasonable manner, after reasonable notice in writing enter into any part of the said building for the purposes of ascertaining that the Licensee is duly observing the conditions of the License Deed. Ordinarily 24 hours notice will be deemed to be reasonable notice.



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## 15. Termination of the License Deed

The License Deed may be terminated by the Director NIT, Jalandhar in event of the following contingencies:

In the event of the non-payment of monthly license fee, electricity and water charges within 30 days of the due date.

By giving one month's notice in writing in advance, in case the services rendered by the Licensee are found to be unsatisfactory or there is breach of any condition of the License Deed or the Licensee engages in any obnoxious trade.

OR

In case, the Licensee is declared insolvent by a Court of Law, however, the Licensee shall in that case be given 2 months' notice for the cancellation of his License Deed; provided that during that period, the Licensee shall keep on discharging the duties as before.

OR

On account of Sale / Promotion of face/spurious/fake drugs.

The Licensee may withdraw from the contract after giving minimum three months advance notice.

## 16. Jurisdiction

The courts at Jalandhar alone shall have the jurisdiction for the purpose of this License Deed.

## 17. Arbitration

In the event of any dispute and difference arising out of or concerning this License Deed, the matter, what so ever shall be referred to the sole arbitrator i.e. Director NITJ whose decision thereon shall be final and binding on the parties thereto. The arbitration and Conciliation Act 1996, shall apply to the arbitration proceedings. The venue of arbitration shall only be at Jalandhar, Punjab.

Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules framed there under and any modification thereof for the time being in force framed there under and any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.



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Annexure – I

## TECHNICAL BID

### TENDER FOR SETTING UP OF CHEMIST SHOP AT NIT, JALANDHAR UNDER LICENSE ARRANGEMENT

#### ESSENTIAL DETAILS OF THE BIDDER

1. Name of the Bidder :
2. Full Address
3. E-Mail Address
4. Telephone Number (s)
5. Name / Mobile nos. of authorized representative of the bidder.
6. Experience of the bidder, if any, (attach relevant documentary evidence) :
7. Particulars of license held under Drug and cosmetics Act and Rules made there under (Copy of the valid certificate(s) held by the Bidder for its existing establishments must be attached)
8. GST Number.  
(Copy of the valid certificate(s) held by the Bidder for its existing establishments may be attached)
9. TAN/PAN Number :  
(Copy of the valid certificate(s) held by the Bidder for its existing establishments may be attached)
10. Name and address of Bankers :
11. Whether the bidder possesses no conviction Certificate from Drug Controller and certificate to the effect that there is no case pending under the drugs & Cosmetics Act 1940 and rules made there under as well as under Drug Price Control Order (DPCO) against the firm during the last 5 years (Copies to be attached). If no, produce affidavit in that effect:

#### 12. DETAILS of EMD Demand Draft:

Draft Amount : \_\_\_\_\_ Draft No: \_\_\_\_\_

Bank Details : \_\_\_\_\_ Dated : \_\_\_\_\_ in favour of

**Security Account, NIT, Jalandhar**





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## 13. Detail of Tender Fee's Demand Draft:

Draft Amount : \_\_\_\_\_ Draft No: \_\_\_\_\_

Bank Details : \_\_\_\_\_ Dated : \_\_\_\_\_ in favour of

**Director , NIT, Jalandhar**

### **Certified that :**

1. I/we have read the terms and conditions governing this work of the Institutes and hereby agree to abide by them.
2. The undersigned have neither been blacklisted by any Central or State Government department in the last three years nor there is any litigation pending with any of its departments.
3. The information provided above by the undersigned is correct & any information found to be incorrect will lead to the cancellation of our bid.

Dated :

**Name and Signature of the authorized  
Signatory of the firm with seal of firm**



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## FINANCIAL BID

For award of License of Chemist Shop:

Sr. No.	Medicine	Discount offered on MRP in % in Words
1	Ethical Medicine	
2	Generic Medicine	
3	Surgical Items	
4	Ayurvedic Medicine	

**Note :** Bidder must quote discount in Percentage on MRP

**Award of contract will be done on the basis of highest marks obtained in Financial Bid. 01 (one) mark each** will be awarded for each % of discount offered for Ethical medicines category. **0.2 mark each** will be awarded for each % of discount offered for Generic and Surgical medicines category and **0.1 mark each** will be awarded for each % of discount offered for Ayurvedic medicines category.

Dated :

**Name and Signature of the authorized  
Signatory of the firm with seal of firm**