### COLLEGE OF VETERINARY SCIENCE AND ANIMAL HUSBANDRY, REWA (M.P.) (Nanaji Deshmukh Veterinary Science University, Jabalpur)

No. 28 / Pur./ Store/Vety/ Rewa /2024

Date -05/03/2024

### TENDER NOTICE (second call)

Sealed tenders are invited from the reputed firms for empanelment of chemist(s) and allotment of medical shop in the financial year 2023-24. The cost of tender document is Rs.1000/- only, which can be obtained from the office of the undersigned during working hours by paying either in cash or by crossed DD in favour of 'Dean, College of Veterinary Science and Animal Husbandry, Rewa.' The tender can also be downloaded from website www.ndvsu.org andin such case a DD of Rs.1000/- (Rs. One thousand only) should be enclosed along with tender. The EMD of Rs. 5000/- shall also be submitted with the tender. The last date for purchase and submission of tender form is 18/03/2024 and 19/03/2024 respectively. The cover shall bear the address of tenderer and be super-scribed with words "TENDER FOR EMPANELMENT OF CHEMIST(S) AND ALLOTMENT OF MEDICAL SHOP (2023-24)." The Technical bid of tender will be opened on 21/03/2024 at 11.00 a.m. and financial bid will be open on 21/03/2024 at 3.00 p.m. Tender submitted without tender fee and EMD shall be summarily rejected. The undersigned reserves the right of accepting or rejecting the tender in full or in part without assigning any reason[s].

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College of Vety. Sci. & A.H., Rewa, (M.P.) NDVSU, Jabalpur Date - 05/03/2024 No. 28. ... / Pur./ Store/Vety/ Rewa /2024

TENDER NOTICE (second call)

Sealed tenders are invited from the reputed firms for empanelment of chemist(s) and

allotment of medical shopfor financial year 2023-24.

The tender's document including detailed specifications, terms and conditions of supply can be directly downloaded from our website www.ndvsu.org. Tenders may be submitted with D.D. as Tender Cost worth Rs.1,000/- along with EMD of Rs 5000/- positively by Registered Post/Speed Post/Courier on 19/03/2024 by 04:00 PM. Tenders will be opened on 21/03/2024 at 11:00 AM (Technical bid) and 03:00 PM (Financial bid).

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College of Vety. Sci. & A.H., Rewa, (M.P.) NDVSU, Jabalpur No. Pur./ Store/Vety/ Rewa /2024 Date - 05 Date - 05/03/2024

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# TENDER DOCUMENT FOR EMPANELMENT OF CHEMIST(S) &ALLOTMENT OF MEDICAL SHOP

Sealed tenders are invited for empanelment of chemist(s) & allotment of Medical Shop for selling medicines as prescribed by Doctors of Teaching Veterinary Clinical Complex (TVCC) in the shop inside TVCC Campus, Rewa, on uniform discount offered by the firm, in the tender initially for one year from the date of issue of allotment letter.

### **BIDDING SCHEDULE**

The detailed schedule for the same	e is as follows: -
1. Price of blank Bid document	: Rs. 1000/- (Payable in the form of Pay Order/DD in the favour of College of Veterinary Science & Animal Husbandry, Rewa at Axis Bank, Saman Tiraha, Rewa (A/c no. 921010041207957; IFSC code -UTIB0004123 deposited tothe Institute'scashier.DD/PayOrder/CashReceipt No
2. Date and time of issue of blank Bid document	: Download from the website www.ndvsu.org.
3. Amount of earnest money depo	osit: Rs. 5,000=00 in the form of FDR (Fixed Deposit Receipt) No
4. Date and time for submission 01/03/2024 up to 04:00 PM 5. Date and time of opening of T	of completed sealed Bid documents: on or before  Technical Bid : 21/03/2024 at 11:00 AM  Tipancial Bid : 21/03/2024 at 03:00 PM

\*It is the responsibility of the Bidder to ensure that their bids whether send by post, by courier or by person are dropped in the Tender Box. Tenders received after due date/time due to postal delay or otherwise shall not be accepted. Tender by Fax will not be entertained.

Signature of tenderer(s).....

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#### TERMS & CONDITIONS OF TENDER (second call) FOR THE EMPANELMENT OF CHEMIST(S) & ALLOTMENT OF MEDICAL SHOP INSIDE TVCC CAMPUS, REWA (2023-2024)

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#### 1. SCOPE OF WORK

The empanelled chemists will sell the medicines/drugs/surgical and medical accessories at the agreed discount in the stipulated time, on the basis of prescription slip given by the Doctors of Teaching Veterinary Clinical Complex (TVCC), College of Veterinary Science and Animal Husbandry, Rewa. In addition to supply of medicine, he will also be allowed to sell pet food & dog accessories, from the shop.

#### 2. ELIGIBILITY

- 2.1 GST registration certificate/ TIN
- **2.2 PAN**
- 2.3 Income Tax assessment (Last Two Years) {Financial Year 2021-2022 (Assessment Year 2022-2023)} & {Financial year 2022-23 (Assessment Year 2023-2024)}.
  - 2.4 The chemist must hold a valid license as on the date of Bid opening issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940. The successful Bidder will further ensure that their licenses remain valid till the end of the contract
  - 2.5 The Chemist must not have been convicted by the State Drug authorities and no case should be pending under the Drugs and Cosmetics Act and Rules. (Evidence enclosed, if any)
  - 2.6 Copies of Trading and Profit & Loss Account and Balance Sheet of last year duly audited & certified by Chartered Accountant (if any).

#### 3. COST OF BIDDING

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

## 4. BIDDING PROCEDURE, SIGNING AND SEALING OF BIDS

Tender should be in two bids system (Technical and Financial). Technical bid & Financial Bid should be submitted separately in sealed envelope superscribed therein as TECHNICAL BID

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(Envelope 1), FINANCIAL/ PRICE BID (Envelope 2) respectively. The larger outer envelope containing envelopes of both technical and financial should indicate "Tender for recognition / empanelment of chemist and allotment of medical shop at the TVCC/College Campus, Rewa".

4.1 Envelope No. 1: Called "Technical Bid Envelope" containing:

### (A) Earnest Money

The bidders are required to submit an FDR (Fixed Deposit Receipt) of Rs. 5,000=00 (Rupees Five Thousand Only) in the name of Dean, College of Veterinary Science and Animal Husbandry, Rewa at College of Veterinary Science & Animal Husbandry, Rewa at Axis Bank, Saman Tiraha, Rewa (A/c no. 921010041207957; IFSC code -UTIB0004123). The FDR (Fixed Deposit Receipt) must be issued by a Scheduled Commercial Bank. Earnest money deposited in any other form or request for treating any other dues to the tenders from the Institute as the Earnest Money will not be accepted. The earnest money will be refunded to all the unsuccessful tenders without any interest thereon but in case of successful tenders this money will be adjusted in performance security to be deposit by the tenders.

# (B) Documents establishing Bidders eligibility (Technical Bid)

The following documents should be submitted along with the Technical Bid (Appendix - I) in the sequence mentioned below. Each page will be duly signed and serially numbered. Corrections or overwriting if any, must be duly attested.

- (i) GST registration certificate (attested photocopy)
  - (ii) PAN and /or TIN (attested photocopy)
- (iii) Income Tax assessment (Last Two Years)- {Financial Year 2021-2022 (Assessment Year 2022-2023)} & {Financial year 2022-23 (Assessment Year 2023-2024)}.
  - (iv)The chemist must hold a valid license as on the date of Bid opening issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940. The successful Bidder will further ensure that his/her license remains valid till the end of the contract period. (attested photocopy)
  - (v) The Chemist must not have been convicted by the State Drug authorities and no case should be pending under the Drugs and Cosmetics Act and Rules. (evidence enclose, if any),
  - (vi) Copies of Trading and Profit & Loss Account and Balance Sheet of last year, duly audited & certified by Chartered Accountant. (if any)
  - (vii) Terms & Conditions of the tender duly signed & stamped.
- Each column/blank be filled properly and every papers/ documents enclosed with bid documents must be signed/stamped by the authorized signatory of the firms/Company. If desired, bidder can retain photocopies of this document for your reference and record.

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- 4.2 Envelope No. 2: Called "Financial Bid Envelope" which shall contain:
- Duly filled prescribed financial bid form (Appendix II) containing the discount offered.

### 5. PERIOD OF VALIDITY OF BIDS

The Bids shall be valid for acceptance for 90 days after the date of opening prescribed by the Dean and shall be further extendable by another 30 days at the request of Coordinator TVCC.

#### 6. PERIOD OF CONTRACT

The period of the contract shall be for a period of one year from the date of issue of allotment letter. However, strictly on the basis of the satisfactory services it is liable to be extended for a period of one more year (maximum up to 3 years) at the sole discretion of Dean, College of Veterinary Science and Animal Husbandry, Rewa on the same terms & conditions.

### 7. RIGHT TO ACCEPT / REJECT ANY BID

The Dean, College of Veterinary Science and Animal Husbandry, Rewa reserves the right to - accept or reject all or any of the bids, at any time without assigning any reason whatsoever, thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the medical shop for the TVCC. The Dean, College of Veterinary Science and Animal Husbandry, Rewa doesn't pledge himself to accept the highest discount offering Bid or any Bid and reserves to himself the right of accepting the whole or any part of the Bid.

## 8. PERFORMANCE SECURITY GUARANTEE

The successful bidder will have to furnish a Performance Security of Rs.5000/- (Rupees Five Thousand Only) either in the form of FDR (Fixed Deposit Receipt) from a Scheduled Commercial Bank which should be valid for at least 14 months pledged in favour of the College of Veterinary Science & Animal Husbandry, Rewa at Axis Bank, Saman Tiraha, Rewa

\_ (A/c no. 921010041207957; IFSC code -UTIB0004123), Rewa. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.

### 9. FORFEITURE OF EMD

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:

i. To sign the contract in accordance with the terms and conditions, and

ii. To furnish Performance Security as specified in the terms and conditions.

### 10. CORRUPT OR FRAUDULENT PRACTICES

(i) The TVCC requires that the Bidder under this bid observes the highest standards of ethics during the procurement and execution of such contracts.

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- (ii) In pursuance of this policy, the terms are set forth as follows:
  - a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
  - b) "Fraudulent practice" means misrepresentation of facts in order to influence the procurement process or execution of a contract to the detriment of the TVCC, and includes collusive practice among Bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the TVCC of the benefits of the free and open competition;
- (iii) The TVCC will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (iv) The TVCC will declare a firm ineligible, either indefinitely or for a specified period of time, for award of the contract if at any time it determines that the firm has engaged in corrupt and fraudulent practices in competing for or in executing the contract.
- (v) No sale of the pet animals eg. dog/cat or pup/kitten shall be allowed from the shop.
- (vi) No WHOLESALE marketing of medicine, pet food and accessories will be allowed.
  - 11. FURNISHING OF SHOP: It shall be the responsibility of bidder to furnish the shop as per his requirement and for this no funds shall be provided by the college/university.
  - 12. SUBLETTING OF THE CONTRACT: The bidder shall not sublet/ transfer or assign the contract or any part thereof to any other agency or contractor in any manner. In the event of the bidder contravening this condition the Coordinator, TVCC, will be entitled to place the contract elsewhere on the bidders account at his risk and the bidder shall be liable for any loss or damage to the Coordinator, TVCC, may sustain in consequence of arising out of such replacing of the contract.

### 13. GENERAL INSTRUCTION TO BIDDERS:

- 1. A representative authorized (bearing authority letter) by the firm may appear at the time of opening the tenders, if they wish to do so.
- The offer should be free from any condition. The conditional tender will not qualify for consideration for the purpose and will outrightly be treated as disqualified.
- 3. The schedules of the tenders form should be returned intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered

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pages must be made in the tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tenders.

Overwriting/erasing in the discount offer to be quoted by the tenderer will not be allowed, otherwise the tenders may be rejected.

- 4. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he
- signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney of (iii) constituted attorney of the firm if it is a company.
  - Competent Authority reserves the right to cancel one and/or all tenders without assigning any reason.
  - 6. If holiday falls on the schedule date and time of receiving/opening the tender, the same will be done on the next working day.
  - 7. Acceptance by the Institute will be communicated by FAX/Email/Express letter or any other form of communication. Formal letter of acceptance and work order of the tenders will be forwarded as soon as possible, but the earlier instructions in the FAX/Email/Express letter etc. should be acted upon immediately.
  - In case of any dispute or differences in the interpretation, the jurisdiction under Rewa shall be final & binding upon all.
  - 9. If tenderer does not accept the offer, after issue of letter of award by Institute within 10 days, the offer made may be deemed to be withdrawn without any notice and earnest security money will also be forfeited.

### 14. OTHER TERMS AND CONDITIONS

14.1. The shop will be allotted initially for one year from the date of issue of allotment letter and likely to be extended for next two years (total 03 years) on the basis of performance, to such bonafide firm one or more who undertake to abide by terms and conditions of the contract and give highest discount offer on the gross billing amount. If the contract is not renewed then after expiry of contract, the firm has to vacate the shop immediately, failing which damage rent will be charged which will be decided by the Competent Authority of the Institute.

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- 14.2 In case if two or more firms offering same discount on gross billing for the allotment of medical shop, then negotiation on monthly rent (more than Rs.1,000/-month) shall be the criteria in front of College Level Purchase Committee.
  - 14.3. The Dean, College of Veterinary Science and Animal Husbandry, Rewa reserves the right to review the performance of the shop time to time.
  - 14.4. The chemist is required to supply the medicine in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any medicine / drug on any particular day.
  - 14.5. The chemist will indicate batch number, name of manufacturer, date of expiry at the time of supplying the medicines/drugs.
  - 14.6. The medicines/drugs to be supplied will be of standard quality with shelf life that should not have been passed more than half at the time of supply. In case it is found that any particular medicines date is expired or is near the date of expiry, found not of standard quality, substandard, spurious or recycled, suppliers firm will be liable to be debarred for the contract besides other legal action that may be initiated.
    - 14.7. The stock position of medicine of the shop must be computerized and the entire bill must be generated on computer. The firm is also liable to show the evidence of source of purchase of medicine for its authenticity as and when required by the competent authority.
    - 14.7. In case of dispute of quality of medicines supplied by the chemist to beneficiary or to TVCC, the medicines in question may be subjected to quality tests at Government approved, standard labs and the cost of these testing will be borne by the chemist. In the condition of unsolved dispute, it shall be resolved at local level followed by standard legal procedure.
    - 14.8. Allottee has to provide sufficient manpower and additional counter if required in order to avoid any inconvenience to the patients and timely delivery of the drugs as well as the cash memo.
      - 14.9. All the medicines as prescribed by the Veterinary Doctors of the Institute will be provided without any substitution of brands, to the beneficiaries at the spot within stipulated time frame from the selling counter. In case, any drug is not available, the same has to be arranged by the chemist within four hours. As per the presumption, Medicines which are not supplied by the chemist in the stipulated time frame, patient will be free to purchase from any chemist in the city; the discount on these medicines will be recovered from the chemist; on information from the patient to administration TVCC after the verification of facts. If such episodes occur frequently (more than thrice (three times) in a month) the penalty for Delay / Default as mentioned in terms & conditions at point no. 15 will be implemented.

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- 14.10. The medical shop should remain open from 8.30 A.M. to 07.00 P.M. daily. If required, in case of emergency chemist has to provide medicines in odd hours also. Therefore his telephone no. should be made available to the staff members.
- 14.11. The allottee or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
  - 14.12. The selected firm will have to execute the Registered Leased Deed on requisite non-judicial stamp paper as required under the Stamps act, in accordance with law and allottee will have to bear the entire expenses (stamp duty, registration and other allied expenses) pertaining to executive and registration of lease deed. The Lease Deed will have to be executed within 30 days from the date of issue of allotment letter failing which the allotment will stand cancelled and EMD will be forfeited.
    - 14.13. The monthly minimum rent for medical shop will be Rs.1,000/- per month which is exclusive of local charges viz. electricity, water, scavenging, sweeping charges. The other Municipal taxes levied or to be levied by Nagar Nigam or any other authority shall be borne by
  - the allottee including the enhancement in future. The fresh further imposition of any kind of charges will also have to be borne by the allottee. Further, this rent is subject to increase from time to time as per the decision of the Institute duly issued by the Competent Authority. In case if allotment of shop is extended for subsequent years then the rent will be appreciated by 10 % annually.
    - 14.14. Besides lease deed, selected firm has to execute a separate contract deed with regard to contract of selling medicine.
    - 14.15. The Dean, College of Veterinary Science and Animal Husbandry, Rewa reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the tenderer.
    - 14.16. The Dean, College of Veterinary Science and Animal Husbandry, Rewa reserves the right to authorize any officer/officers of TVCC to inspect the allotted shop or ask for any document related to the running of shop as per terms & conditions of the contract. The allottee shall have to follow such directive unconditionally. In case of any discrepancy, suitable action like imposition of penalty, termination of contract etc. as deemed fit may be imposed by the Institute.
      - 14.17. In case any circumstance or conditions arise, which is not covered under the above terms & conditions, then directives/instructions/interpretation issued by the Dean, College of Veterinary Science and Animal Husbandry, Rewa shall be final & binding upon the parties.

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## 15. FORFEITURE OF SECURITY MONEY

The Performance Security is also liable to be forfeited if the authorized chemist:

- i) Fails to adhere to the terms and conditions of the Contract or
- ii) Supplies any sub-standard, spurious drugs or indulges in substitution of any medicines brand.
- iii) Delays supplies.
- iv) Over charges

#### 16. TERMINATION

The Dean, College of Veterinary Science and Animal Husbandry, Rewa may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder to terminate the Contract:

- i. If the chemist fails to provide any or all of the services within the period(s) specified in the Contract.
- ii. If the chemist fails to perform any other obligation(s) under the Contract.
- iii. If the chemist, in the judgment of the Institute has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

### - 17. 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 TVCC 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, the decision of the Dean, College of Veterinary Science and Animal Husbandry, Rewa will be final and binding.

Deposit Receipt) Yes / No Year  valid up to  ag authorities and no case should idence enclose, if any)  of the technical requirement or rejected out rightly by the Dean.
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(SIGNATURE OF TENDEREI
Address with seal

### ALLOTMENT OF MEDICAL SHOP FINANCIAL / PRICE BID

From:	
(Complete address of the bidder with Phone/ Fax & Mobile	e No., email)
To:	
The Dean, College of Veterinary Sci. & A.H., Rewa	
I/We hereby offer to supply medicines/drugs to cus of prescription slip issued by the Veterinary Doctors, TVC  1) Uniform Discount of% on the printed Maximu all taxes offered on all items of supply,  2) Maximum rent offered for hiring the shop would be Rs.  3) I also undertake to bear all taxes, VAT/Sales Tax/ Le under law, on aforesaid supplies. Purchaser will pay only less the above quoted discount. I will not charge any such 4) I also undertake to keep the above quoted rate of discounts on all items of supplies valid till duration of this con 5) I also undertake that medicines shall be provided time!	cat the rate given below.  Im Retail Price (MRP) inclusive of  Evy / Cess / Octroi etc. as required the Printed Maximum Retail Price taxes from the purchaser.  Int on the Printed Maximum Retail tract.
"Substitute medicines" will be supplied.	Signature

### Appendix - III

#### UNDERTAKING REGARDING CONVICTION

We	hereby	confirm	and	declare	that en convicted		M/s te Drug
	ities and that n	o case is pendin	ig under th				
Date: Place				Seal & Signa	ture of Firms	/Proprietor/S	Supplier
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# OF DOCUMENTS SUBMITTED WITH TECHNICAL BID (CHECKLIST)

S. No.	Document Required	Whether documents enclosed with tender	Page Number
1.	Cost of tender form or copy of cash receipt	Yes / No	
2.	Bid Security of Rs 5000/- in the form of FDR	Yes / No	
3.	GST registration certificate (attested photocopy)	Yes / No	
4,	PAN (attested photocopy)	Yes / No	
5.	Income Tax assessment (last two years)	Yes / No	
	Terms & Conditions duly signed & stamped.	Yes / No	- 11
7.	A Landa State Drug Authorities	Yes / No	- 机独制

(Complete tender proposal should be page numbered continuously starting from 1)

Signature of tenderer(s).....

	Particular	Date
S. No.	[마이스() [마이스(	05/03/2024
1. 2.	Date of publication of tender notice  Last date for purchase of tender from College of Vety. Sci. &	18/03/2024
3.	A.H., Rewa  Last date for submission of tender in College of Vety. Sci. &  A.H., Rewa	19/03/2024
4.	Date of opening of technical bid of the tender at College of	21/03/2024
5.	Date of opening of financial bid of the tender at College of Vety. Sci. & A.H., Rewa	21/03/2024

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