



भारतीय प्रौद्योगिकी संस्थान इंदौर
Indian Institute of Technology Indore
सिमरोल, खंडवा रोड इंदौर – 453552
Simrol, Khandwa Road, Indore- 453552

Request for Proposal
for
Pradhan Mantri Bhartiya Janaushadhi Kendra

Materials Management Section
IIT Indore
4th Floor Western Wing (Toward's Gate-1)
Abhinandan Building, Simrol
Khandwa Road, Indore- 453552
Tel.: 0731-6603408/3551/3369, Email: mms@iiti.ac.in
Website: www.iiti.ac.in

सहायक कुलसचिव
(सामग्री प्रबंधन विभाग)
Assistant Registrar
(Materials Management Section)



भारतीय प्रौद्योगिकी संस्थान इंदौर
सिमरोल, खंडवा रोड इंदौर – 453552

Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552
Email: mms@iiti.ac.in

Request for Proposal (RFP) **for**

Pradhan Mantri Bhartiya Janaushadhi Kendra

IIT Indore has signed Memorandum of Understanding with Bureau of Pharma Public Sector Undertakings of India (BPPI). In this regard, intends to establish Janaushadhi Kendra at IIT Indore Campus. The Pradhan Mantri Bhartiya Janaushadhi Pariyojna was launched in 2008, with the aim of selling generic medicine at affordable prices through dedicated outlets i.e. Pradhan Mantri Bhartiya Jan Aushadhi Kendra (PMBJK) in various districts of the country. Proposed Janaushidhi Kendra would cater to the population of IIT Indore as well the outside village peoples. The Authority has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Project may be awarded.

Indian Institute of Technology Indore (IITI) is a statutory body and one of premier institutions of science & technical education under Ministry of Human Resource Development, Government of India. IITI is established through the Institute of Technology Act, 1961 and (Amendment) Act 2012 passed by the Parliament with an intent to impart education and undertake research, consultancy and other related services from Indore as part of Government of India's initiative and policy proposal to extend and expand the reach and horizon of science and technology education in the state of Madhya Pradesh.

Request for Proposal (RFP) for Pradhan Mantri Bhartiya Janaushadhi Kendra for Indian Institute of Technology Indore (IITI) as per enclosed document, is invited from firms having relevant experience in providing Janaushadhi Kendra at various Govt. / Public/ Commercial offices or places etc. and who are permitted to do business with Government, Government funded educational and research institutes, PSUs, autonomous bodies in India.

For any other clarification/detail, you may feel free to talk to the MM Section on 0731-6603408/3551 or attend the prebid meeting. Offers strictly in accordance with the RFP with relevant documents appended thereto will be considered and evaluated for further discussion. Offers not meeting the requirements may not be considered for further discussion.

IITI reserves the right to:

- Reject any or all the tenders without assigning any reason whatsoever;
- Not bind himself to accept the lowest or any tender; and
- Accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted. Canvassing in connection with tender/quotation is strictly prohibited. Tender details can be viewed in the website www.iiti.ac.in.
- The institute may adopt most suitable method of tendering /shortlisting/ selection of sources of supply based on the prebid meeting.

Assistant Registrar (MMS)

IIT INDORE

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Schedule of Requirements

Description	Details
Download of RFP	November 15, 2021
Last date for receipt of RFP	November 25, 2021 on or before 3.00 PM
Date and Time of Opening of RFP	November 25, 2021 on or before 3.30 PM
Tender Validity	The bids submitted by the firm should be valid for 180 days
Right of Acceptance:	This office does not pledge itself and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the firm shall supply the same at the rate quoted. The firm shall be at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from the firm.
EMD	Nil Pursuant to the Order No. F.9/4/2020-PPD dated 12th November 2020 of the Ministry Finance, Procurement Policy Division. No EMD/Security Deposit will be applicable upto 31/12/2021. NOTE: EMD not applicable, bidders have to submit signed 'Bid Security Declaration' accepting that if they withdraw or modify their bids during period of validity etc. they will be suspended for future requirement of IIT Indore.
Security Deposit	For due performance of his/their obligations under the contract, during the validity, the successful tenderers shall have to deposit ₹ 2,00,000.00 (Rupees Two Lakhs Only) as Security Deposit which will be free of interest, immediately after commencement of the contract. This security deposit is to be furnished in the form of Bank Guarantee as per the format furnished by the Institute from any of the Nationalized Banks or SBI or from any one of the scheduled banks. The security deposit will be forfeited in case of breach of contract. After successful completion of the contract, the security deposit will be refunded within 60 days after adjusting dues if any to the IITI from the Contractor. Format of PBG is attached as Annexure- V.
Note:	No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted. IITI reserves the right to call for techno-commercial/price negotiations. The company should depute competent representative for such discussion/negotiations whenever called for and he shall be competent to take on the spot decisions.
Tender to be submitted in	Tender Box at Ground Floor, Abhinandan Building, IIT Indore, Khandwa Road, Simrol, Indore- 453552
All the communications with respect to the tender shall be addressed to:	Assistant Registrar (MMS), IIT Indore, Fourth Floor, Abhinandan Building, Khandwa Road, Simrol, Indore- 453552 Tel.: 0731-6603408/3551/3359, Email: mms@iiti.ac.in

The bidders shall send sealed proposal super scribing "Request for Proposal (RFP) for "Pradhan Mantri Bhartiya Janaushadhi Kendra" with RFP No. and Due Date.

IIT INDORE

Assistant Registrar (MMS)

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(सामग्री प्रबंधन विभाग)

Assistant Registrar
(Materials Management Section)

INSTRUCTION TO BIDDERS (ITB)

1. **Submission of tender:** Proposal should be submitted in single envelope.
2. **Envelope:** Signed and sealed entire RFP, Annexure I and Terms & Conditions.
3. The tenderer is advised to visit the IITI on any working day **between 1000 hrs and 1700 hrs** to assess the nature and quantum of work before tendering.
4. The firm should give the acceptance of the RFP including scope of supply.
5. **Failure to fulfill any of the conditions laid down renders the tender invalid.**
6. The Authority has adopted a single stage process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the Bid shall be invited under single envelope. Eligibility and qualification of the Bidder (The "Bidder") will be examined based on the details submitted under the envelope ("Technical Bid") with respect to eligibility and qualifications criteria prescribed in this RFP.
7. The Selected Bidder, shall be responsible for, operation and maintenance of the Janasuhadhi Kendra.
8. The Selected Bidder will be entitled to collect medicine charges as per the guidelines issued by BPPI from time to time.
9. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarize themselves with the Project with in the stipulated time of submission of the Bid.
10. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Authority.
11. An MoU will be signed between the pharmacist and the institute for outsourcing pharmacist services and also for purchase of medicines for its Health Centre.
12. The Selected Bidder shall be required to install and equip the Pradhan Mantri Bhartiya Jan Aushadhi Kendra (PMBJK) with required furniture and fixtures, computer, printer, scanner etc, obtain Drug license, engage qualified pharmacist registered under the Pharmacy Act, 1948 only and as any other applicable norms so as to be able to legally commence operation of the Pradhan Mantri Bhartiya Jan Aushadhi Kendra (PMBJK).

GENERAL TERMS & CONDITIONS:

1. **Period for which the offer will remain opened:**
 - a) Firms tendering should note the period for which it is desired that their offers should remain open for acceptance.
 - b) Quotations qualified by such vague and indefinite expressions such as "subject to immediate acceptance", "subject to prior sale", etc. will not be considered.
2. **Payment:** IIT Indore will purchase its medicine requirements of Health Centre through the Kendra wherever possible and do the payment on monthly basis.
3. **Location/Site Details:** IIT Indore, Khandwa Road, Simrol, Indore – 453552 and should be delivered within schedule.
4. **Right of Acceptance:** This office does not pledge itself and reserves to itself the right of accepting the whole or any part of the proposal or portion of the quantity offered and the firm shall supply the same at the rate quoted.
5. Items supplied are subject to inspection and acceptance and the supplier should collect/ replace the rejected items at his cost and risk.
6. **Specification:** Proposal should be given for the exact model/facility to be offered.

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7. The pharmacist deployed for work should not be involved in any police case or any case should be pending against them. Police verification certificate for the persons deployed for work to be submitted.
8. The pharmacist must be provided with uniform (and where required standard safety shoes and other materials for safety and safe handling of chemicals, etc.) by the service provider.
9. If in the opinion of the IITI authorities, the performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behavior is not conducive to retain them for the work, he/she should be replaced within 15 days.
10. The pharmacist should have essential qualifications and experience:
 - i) Bachelors Degree/Diploma in Pharmacy granted by an institution of the Central/State Govt or an Institution recognized by Central or State Government
 - ii) Should be registered as Pharmacist under the Pharmacy Act, 1948.
 - iii) 2 years relevant experience in Govt./Semi Govt./private establishment.
11. The Pradhan Mantri Bharatiya Janaushadhi Pariyojana Kendra (PMBJP K) operator should follow all the guidelines of the New Pradhan Mantri Bhartiya Janaushadhi Pariyojana Kendra issued by BPPI from time to time.
12. The Pradhan Mantri Bharatiya Janaushadhi Pariyojana Kendra (PMBJP K) should be operational from 09:00 Hrs. to 21:00 Hrs. all seven days of the week.
13. The space for the operation of The Pradhan Mantri Bharatiya Janaushadhi Pariyojana Kendra (PMBJP K) will be provided by the institute
14. IIT Indore may go for MoU with PMBJP-K as per the drug requirement provided.
15. PMBJP-K is expected to sell medicines to IIT Indore community as well as to the people residing in nearby villages.
16. The contract will be for a period of one year initially, which can be extended for one *more year on satisfactory performance of the initial* period of the contract. The IITI may renew/extend the contract to such further period (s), as it may deem proper, having regard to the quality and manner of the service provider's performance. However, it shall be with consent/written request by the service provider in this regard.
17. The Service provider shall abide by all laws and regulations and statutory obligations in force from time to time including labour laws and shall indemnify the IITI from any claims in this regard.
18. If it is observed at any stage that the quality of the work/medicine/service is not satisfactory, the contract/ work/service order as a whole may be terminated and Security deposit forfeited. The Service provider will have no claims what so ever on the IITI.
19. Service provider will be fully responsible for any accident or mishaps involving workers engaged by the Service provider and the Service provider would pay claims made by these victims. The Service provider shall indemnify the IITI from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Service provider. The service provider will fully indemnify IITI against all claims in this regard.
20. The service provider shall be liable to pay compensation for any loss & damage caused to the property of the IITI or its Staff Members/Students/Visitors by the service provider or his workers.

21. The service provider shall be personally responsible for the conduct of his staff and in case of any complaint against any of his staff as regards work, discipline, attendance or any other matter concerning efficient and smooth functioning; the service provider will be under an obligation to change the worker concerned when instructed by IITI authority. The service provider shall observe all the laws and will be responsible for any prosecution of liability arising from breach of any of those laws. The IITI will not have any responsibility with regard to staff on the role of the service provider what so ever.
22. The IITI reserves the right to terminate the contract without assigning any reason by giving a notice of three months. The service provider will also have to serve a notice of three months, if he wishes to terminate the contract.
23. In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Officer, IITI or any other officer nominated by the IITI for arbitration whose decision shall be final and binding on the parties. The service provider agrees that the arbitrator could be an employee of the Institute & shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act 1996.
24. **Proof of Registration OR Sole Distributorship Certificate MUST be attached.**
25. **No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.**
26. **IITI reserves the right to call for techno-commercial/price negotiations. The company should depute competent representative for such discussion/negotiations whenever called for and he shall be competent to take on the spot decisions.**
27. IITI does not bind itself to accept the lowest or any tender and may cancel / withdraw the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by IITI.
28. **Liquidated Damages:** - As time is the essence of an order, the delivery of services should be strictly adhered to, otherwise the delay in service or in part may not be accepted and penalty for late service will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IITI.
29. **Force Majeure:** Neither the service provider nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely.
30. Please inform the IITI in writing whether the owner of the firm or any of their partners/employees has close relations working with IIT Indore. This is for record only.
31. **IITI reserves the right to modify/alter/insertion or deletion on any part of the tender document to ensure fulfillment of its material & service requirement at any stage.**
32. The instructions about bidding given in this advertisement and the Tender Documents should be read thoroughly before bidding. IIT Indore reserves the right to accept or reject any or all quotations at any stage without assigning any reason whatsoever it may be.

33. Cancellation:

- a) Notwithstanding any other provisions in this contract, the IITI reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in public interest. The service provider is not eligible for any compensation or claim in the event of such cancellation.
- b) If at any later date, it is found that the documents and certificates submitted by the service provider are forged or have been manipulated, the work order issued to the service provider shall be cancelled and Security Deposit issued to the IITI shall be forfeited without any claim whatsoever on IITI and the service provider is liable for action as appropriate under the extant laws.
- c) IIT- Indore reserves the right to accept or reject or cancel any or all offers at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of the Terms and Conditions and Breach of the Contract, No compensation will be paid towards progress of order/procurement.

34. Governing Law: The order placed will be contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Indore, India to competent jurisdiction.

35. IIT Indore is green zone campus; hence, after delivery and acceptance of item supplier should take back the waste packing material such as plastic, wrapping paper and toxic material. Further, any wooden packing material to be handed over to store.

36. For any dispute, the place of jurisdiction shall be Indore, India only.

37. The Authority has adopted a single stage process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the Bid shall be invited under single envelope.

Eligibility and qualification of the Bidder (The "Bidder") will be examined based on the details submitted under the envelope ("Technical Bid") with respect to eligibility and qualifications criteria prescribed in this RFP.

Scope of Work

1. The successful tenderer shall be establishing a full-fledged PMBJP-K and Pharmacy at the Institute Premises.
2. An adequate number of Pharmacists should be deployed at the counter depending on the requirement.
3. PMBJP-Kendra will stock sufficient drugs as per drug formulary provided.
4. The OTC drugs should be dispensed as per rules and regulations of GOI issued by time to time.
5. There may be an internal audit quarterly by an assigned team from the Health Centre.
6. IIT Indore will not provide any personnel to PMBJP-Kendra. PMBJP-Kendra shall employ adequate, authorized, and registered Pharmacists (D.Pharm/B.Pharm) to issue drugs at any time. He/ she should have a valid diploma or degree of the pharmacist recognized by the Pharmacy Council of India and needs to be submitted to the institute. Pharmacists should be trained for dealing with patients.
7. The Successful Pharmacy/firm should have a valid retailer food & drug license at least for 3 years from the appropriate govt. agency/authority (from the Drugs Control Department, Govt of Madhya Pradesh, under

the provision of the Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945) for operating the proposed PMBJP-Kendra at the IIT Indore.

8. The Successful PMBJP-Kendra should have all mandatory licenses required to stock and dispense the medicines.
9. PMBJP-Kendra has to stock the Inventory having the 2/3rd of the shelf life.
10. PMBJP-Kendra should ensure to stock of several lifesaving drugs/medicines as per standard CGHS guidelines from time to time. In case of emergency/diseases where a large number of patients suffer from the same disease, the Pharmacy may have to procure urgently/daily large amounts of medicines which may outweigh the normal requirement.
11. If the prescribed medicines are not available in the PMBJP-Kendra, they will have to arrange the same as early as possible or by the next day.
12. Every medicine has its shelf-life period mentioned on the label of medicine as per standard CGHS/BPPI guidelines from time to time.
13. IIT Indore will reserve the right to invite Drug Inspector to verify/check the medicine.
14. IIT Indore will reserve the right to revise drug formulary as per their requirement.
15. PMBJP-Kendra should maintain inventory and billing software for keeping records of all medicines at IIT Indore Health Centre.

Eligibility Criteria/Parameters:

To be eligible for this RFP a Bidder shall fulfil the following conditions of eligibility

- 1. Technical Capacity:** For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall have to fulfill the following conditions. The Bidder shall be selected based on the parameters described below:

Sr. No.	Qualification Criteria	For IIT Indore
1.	The Bidder should be Resident of India in case of individual or in case of others it should be registered under Pharmacy Act, 1948.	Preference will be given to local agency. However, agency out of the state can make local arrangements.
2.	Experience in buying and selling of medicine. Bidder to furnish Drug license and certificate from statutory auditor stating the experience.	10 Points- For experience of more than 5 years 8 Points- For experience less than 5 years but more than 4 years 5 Points- For experience less than 4 years but more than 3 years 0 Points in case none of the above
3.	Average annual turnover in last three years preceding the Bid Due Date	10 points > INR 3 Crore 8 points > INR 2 Cr 5 Points > INR 1 Cr 0 points in case none of the above

1. In order to qualify the Bidder should score minimum 5 points in all the above parameters;
2. In case the Bidders obtains the same total score the Bidder scoring maximum marks on point number one will be selected;
3. In case the Bidders obtains same score on the evaluation parameter number one and total score, the Bidder scoring maximum on point number two will be selected;
4. In case the bidder obtains same score on the evaluation parameter number one, two and total score, the bidder with highest average annual turnover will be selected.

2. Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder shall fulfill the following minimum eligibility criteria:

i. The Bidder shall have positive Net Worth at the close of the preceding financial year; and

ii. The Bidder shall have minimum average Annual Turnover specified in point no.3 in table of Clause 1 (**Technical Capacity**) in last 3 years preceding the Bid Due Date.

3. The Bidders shall enclose with its Technical Bid, to be submitted as per the format at **Annexure-I**, complete with its Annexes, the following:

i. The Bidder shall provide documentary evidence by way of Statutory Auditor's /Chartered Accountant's certificate and/or client certificate and/or agreement copy and/or Letter of Award as the case may be in support of the Technical Capacity as specified in this Clause and as per the **Annexure-I**. Such documentary evidence shall be duly signed by the whole-time director (in case if the Bidder is a Company)/ trustee/chairperson/president, as the case may be:

ii. Supporting documents such as documents supporting experience in buying and selling of drugs; and

iii. Certificate(s) from its statutory auditors/ CA specifying the net worth and annual turnover of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth and annual turnover conforms to the provisions of this Clause 17 (iii).

iv. An Affidavit affirming that the Selected Bidder shall:

a. Engage in Janaushadhi kendra only unemployed Pharmacists registered under the Pharmacy Act, 1948.

b. The Selected Bidder will ensure round the clock availability of the pharmacist at its Janaushidi kendra. The name of such pharmacist should be duly incorporated/ registered with office of drug control; and the name of pharmacist should be reflected in the Drug License.

c. The Selected Bidder will be solely responsible for the hiring and discharging of the employees along with the payment of wages.

4. Site visit and verification of information:

i. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarize themselves with the

Project with in the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

- ii. It shall be deemed that by submitting a Bid, the Bidder has:
 - a. made a complete and careful examination of the Bidding Documents;
 - b. received all relevant information requested from the Authority;
 - c. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 18 (i) above;
 - d. satisfied itself about all matters, things and information including matters referred to in Clause 18 (i) hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 18 (i) hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Selected Bidder;
 - f. acknowledged that it does not have a Conflict of Interest;
 - g. agreed to be bound by the undertakings provided by it under and in terms hereof.
- iii. Only those Bidders who meet the eligibility criteria (Technical Capacity and Financial Capacity) specified above shall qualify for evaluation. Bids of firms who do not meet these criteria shall be rejected.

DETAILS OF THE BIDDER

Sl. No.	Description	Details of the Firm
1.	Name of the Bidder	
2.	Address of the Registered Office	
3.	Contact No. & Email Id	
4.	PAN No. (PAN Card should be attached with the Proposal)	
5.	Incorporation Certificate of the Firm(Should be attached with the Proposal):	
6.	GST registration no. (Should be attached with the Proposal)	
7.	Details of Owner/Proprietor/partners of the firm	
8.	Mandatory valid certification retailer food & drug license at least for 3 years from the appropriate govt. agency/authority (from the Drugs Control Department, Govt of Madhya Pradesh, under the provision of the Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945)	
9.	Legal Constitution of Applicant: (Public Limited/Private Limited/Partnership/Proprietorship etc.)	
a.	Status / Constitution of the firm:	
b.	Registration No (Copy of the certificate should be attached with the Proposal)	
9.	Last 3 (Three) year's Turnover of the Applicant i.e. 18-19, 19-20, 20-21	
10.	Previous experience of Management of 'Similar Projects' , if any:	
a.	Relevant Experience	
b.	Achievements in the Relevant Fields	
11.	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company has never been black listed or changed the name of the firm (in original).	
12.	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company is/are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court (in Original).	

Proposals without required information or enclosures are liable to be rejected

Signature of the Bidder

Seal

[On the letter head of the Bidder/ Lead Bidder]

Annexure-II**Acceptance Letter**

To,

Sub: Technical Bid for Establishment of Janaushadhi Kendra in IIT Indore

Dear Sir,

5. With reference to your RFP document dated I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
6. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the agency for the aforesaid Project, and we certify that all information provided in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
7. This statement is made for the express purpose of our selection as an agency for the establishment of the aforesaid Project.
8. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
9. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
10. I/ We certify that in the last three years, we or our/ their Associates have neither blacklisted by Government of Madhya Pradesh or Government of India or any of its associates.
11. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
12. I/ We believe that we/ satisfy(ies) the Net Worth/turnover criteria and meet(s) all the requirements as specified in the RFP document.
13. The Directors / President / Chairperson / Trustee of our _____ (Please mention the exact nature of the entity such as Company / Society / Trust / Sole Proprietorship) M/s _____ have not been criminally indicted or convicted of any offence nor is/are any criminal case(s) pending before any Competent Court.

14. I/ We further certify that no investigation by a regulatory authority is pending either against user against our Associates or against our CEO or any of our directors/ managers/ employees.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately
16. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or be a society or trust incorporated under the applicable laws of its relevant Jurisdiction of origin.
17. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
18. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature, Name and designation of the Authorized signatory)

Place:

(Name and seal of Bidder)

Annexure-III**Technical Capacity of the Bidder****Summary of Experience:**

S.No.	Name and location of Pharmaceutical Drug store	Years since operational	Legal Entity Claiming Experience	Associate Relationship of the Legal Entity who is claiming relationship with Bidder	Years since start of operations	Remarks

- * Client certificate and/or statutory auditor's certificate and/or Chartered Accountant's certificate and/or agreement copy and/or Letter of Award evidencing the aforementioned experience of the bidder (corresponding to the Scope of Work Clause 16 (1)) to be attached. Bidder should also provide Drug License certificate.

Annexure-IV

Bid Security Declaration

(On Firm Letter Head)

To,
The Joint Registrar
Materials Management Division
I.I.T. Indore,
Simrol, Khandwa Road
Indore – 453 552.

Date :

NIT No. IITI(MM)/HC/NIT/01/01A/PT/624/2020-2021 for “RFP for Pradhan Mantri Bhartiya Janaushadhi Kendra”

Dear Sir,

We, the undersigned, declare that

1. We understand that, according to your conditions, bid must be supported by a Bid Securing Declaration.
2. We accept that we will be automatically suspended from being eligible for bidding in any contract with the Institute for the period of 3 Year starting from the bid closing date, if we are in breach of our obligation(s) under the bid conditions, because we:
 - 1 Have withdrawn our bid during the period of bid validity specified in the letter of bid; or
 - 2 Having been notified of the acceptance of our bid by the institute during the period of bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the tender conditions.

Yours faithfully,
(Signature of the bidder)
Printed Name
Designation
Seal
Date :
Business Address :

PERFORMANCE SECURITY FORMAT

To,

.....
WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. dated to supply (description of goods and services) (herein after 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 scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, 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 limits 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.

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of 20.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Phone No., Fax No. & e-mail id.

