



NATIONAL INSTITUTE OF TECHNOLOGY GOA,
CUNCOLIM GOA 403703

TENDER DOCUMENT

Tender Notification: NIT GOA/MEDICAL/PUR/2025-26/OW/472

Date: 03-12-25

Name of Service	Empanelment of Pharmacy with NIT Goa.
Time for Supply of item	Within 24 hours (48 hours only in case of non-availability of medicines), after the placement of order
Bid Document Download Start Date	03/12/2025
Clarification Start Date/Time	03/12/2025
Clarification End Date/Time	23/12/2025 05:00 PM
Bid Submission Start Date	03/12/2025
Bid Submission End Date/Time	26/12/2025 05:00 PM
Address for Submission of Tender	To, The Director National Institute of Technology Goa Kottamoll Plateau, Cuncolim Municipal Area, Salcete Taluka, South Goa District, Goa - 403703
Date/Time of opening technical bid	29/12/2025 11:00 AM
Date of opening of Financial Bid	Will be intimated to the technically qualified bidders
e-mail id for queries before bid closing date	staffnurse@nitgoa.ac.in

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National Institute of Technology Goa



NATIONAL INSTITUTE OF TECHNOLOGY GOA,
CUNCOLIM GOA 403703

NOTICE INVITING TENDER

The National Institute of Technology Goa (NIT Goa) is a premier technical Institute of the region. NIT Goa was established in the year 2010 by an act of parliament (NIT act 2007) and it is declared as 'Institute of National Importance'. NIT Goa is an autonomous institute and functioning under the aegis of Ministry of Education (MoE), Govt. of India. The campus is located at Cuncolim-Goa. The state of Goa is well connected by road ways, rail ways and air ways with various parts of the country.

NIT Goa is providing medical care facilities to the Institute Students, Employees and their Dependents currently at its permanent campus located at Cuncolim - Goa. To ensure timely supply and dispensing of Medicines to the beneficiaries on prescription or recommendations by the Institute Medical Officers, NIT Goa invites tender for the implementation of empanelment of Pharmacy Activities in two bid system (i.e., Technical bid and financial bid) subject to the following terms and conditions; from the registered, licensed, experienced and reputed Pharmacy License holders/Chemist. The bid should be submitted offline on or before scheduled date and time. The tender (Technical bid) will be opened on the due date as mentioned. The financial bid of only such bidders whose technical bids qualify shall be opened.


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SECTION 1 A: Instructions for Bid Submission

The bidders are required to submit their bids at Inward Section Office of NIT Goa. The instructions given below are meant to assist the bidders in submitting their bids, prepare their bids in accordance with the requirements and submitting their bids.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.

SUBMISSION OF BIDS

1. Bidder should submit their bids to the Inward Section of NIT Goa.
2. Bidder has to submit Earnest Money Deposit in the form of Demand Draft in favour of "Director, NIT Goa Fees Account", payable at Farmagudi, Ponda - Goa.
3. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
4. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
5. No deviation to the technical and commercial terms & conditions are allowed.
6. The tender inviting authority has the right to cancel this tender or extend the due date of receipt of the bid(s).



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SECTION 1 B: INSTRUCTION TO BIDDER (ITB)

PRE-QUALIFICATION CRITERIA (PQC) – (MINIMUM ELIGIBILITY CRITERIA)

1. The firm/agency/company shall have a minimum of **Three year experience** in the similar field of service of operation and maintenance of Pharmacy.
2. They must give details of their minimum three year experience and technical soundness by providing the list of previous contract of similar Pharmacy Services to Universities, Institutes or Government Departments/ Undertakings/ public sectors with contact details as per **ANNEXURE-F (Experience of Similar Works of tenderer as contractor)** .
3. The details of the Bidder/ profile must be furnished along with the copy of all related documents, as per **ANNEXURE-K**.
4. In addition to the bidder's Main office located anywhere in India, the bidder shall also have a permanent location of office within the state of Goa, with relevant supporting documents.
5. The bid must be submitted in **Separate sealed envelopes of Technical Bid and Financial Bid superscripted as "Empanelment of Pharmacy with NIT Goa - Technical Bid" and "Empanelment of Pharmacy with NIT Goa - Financial Bid" respectively.**

Envelope No.1 Technical Bid: This envelope must comply the check list given in **ANNEXURE-K**

Envelope No.2 Financial Bid: This envelope must comply the check list given in **ANNEXURE-B**.

Documents establishing Bidders eligibility (Technical Bid)

The following documents should be self-attested and submitted in the technical bid to comply with Qualifying Criteria in the sequence mentioned below. Each page will be duly signed and serially numbered. Corrections or overwriting duly attested.

- a) EMD must be in the form of "Bid Security Declaration" (**ANNEXURE –D**) declaring disqualification of bid in case the bid is withdrawn or modified during the bid validity period. The format of 'Bid Security Declaration' is available in the Tender document. 'Bid Security Declaration' duly signed is to be submitted. Tenders received without the 'Bid Security Declaration' will be rejected (except



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in the case of NSIC/MSME enlisted bidders (under relevant NIC & Activity) /Startups).

- b) Valid Drug Licenses for stock and sale of Allopathic and basic Ayurvedic Drugs/medicines held by the bidder as on the date of Bid opening in specified forms issued by the Competent Drug Control Authorities of the State/Central Government under the provisions of The Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945. The successful Bidder will further ensure that their Licenses remain valid till the end of the contract / extension of contract period. Also, in case of extension they will submit the renewal of licenses.
- c) Valid Trade License for Operating a Pharmacy.
- d) Declaration of Bidder as per ANNEXURE – C.
- e) Bidder Information Form as per ANNEXURE-G.
- f) Bidder Bank Details as per ANNEXURE-H
- g) Copy of the Partnership Deed if the bidder is a Partnership concern or Company Incorporation Certificate.
- h) GST Certificate.
- i) Letter of Authority for the representative to sign and execute the tender as per ANNEXURE – E.
- j) No Conviction Certificate from Competent Drug Control Authorities of the State/Central Government, that no case is pending against the firm under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs Price Control Order issued from time to time.
- k) The average annual turnover should not be less than **Rs. 20 lakhs**. Copies of the Audited Balance sheets, Profit & Loss A/c., Trade or Manufacturing A/c, and Income Tax Return Acknowledgement i.e., **ITR MUST** be attached, **for the last three financial years** to establish the turnover of the bidder.
- l) Copies of Agreements/Purchase Orders/Completion certificates pertaining for such services provided in the Government Sector/PSU's/ Reputed Corporate Sector as per ANNEXURE-F.


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- m) An affidavit (in Original) on a non-judicial stamp paper of Value Rs. 100/- (Rupees One Hundred Only) that the Pharmacy /Agency /Distributor/ Firm has not been Blacklisted by the Government/PSU or Pvt. Sectors.
- n) An Affidavit (in Original) on a non-judicial stamp paper of Value Rs. 100/- to the effect that there is no vigilance/CBI case/Enquiry by Drug controller pending against the bidder/ firm/supplier.
- o) Exemption certificate such as NSIC and MSME from Earnest Money Deposit (EMD) submission.
- p) Integrity Pact ANNEXURE- I.**
- q) Income Tax Permanent Account Number (PAN Number).
- r) Undertaking that the successful BIDDER agrees to give good Performance
- s) Security amounting to 50,000/- of the contract order value in favor of "The Director, NIT Goa Fees Account" as per ANNEXURE-J.

2. PERIOD OF VALIDITY OF BIDS: The Bids must be valid for acceptance for 90 days from the date of publishing of Tender/Bid document. No claim for escalation of the rate will be considered after opening the Tender.

3. RIGHT TO ACCEPT / REJECT ANY BID / CANCELLATION OF TENDER

- a) Notwithstanding anything specified in this tender document, Director NIT Goa at its sole discretion, unconditionally and without having to assign any reasons, reserves the rights:
- To accept OR reject highest discount offered tender or any other tender or all the tenders.
 - To accept any tender in full or in part.
 - To reject the tender offer not conforming to the terms of the tender.
 - To give purchase preference to bidders as per Central Government Policies/Guidelines.
- b) The Director, NIT Goa reserves the right to accept any bid, and to annul the bidding process and reject all bids at any time 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 NIT Goa action.

c) Any conditional bid or a bid that is not in the prescribed Proforma will not be accepted.

d) No Bidder shall be permitted to withdraw its bid before the aforesaid given time and doing so shall render its disqualification.

e) Each paper of Tender Document must be signed under seal by the bidder or competent authority of the Bidder.

f) Any document/ sheet not signed shall tantamount to rejection of bid.

g) All the Bidders should note that in case the tender results in award of service contract for Empanelment of Pharmacy activities at the Institute Medical Centre of NIT Goa, the competent authority of NIT Goa or authorized officer of NIT Goa can ask any document from the service provider applicable to his/her firm to ensure compliance of laws/rules of Central Government or concerned State Government.

4. PERFORMANCE SECURITY GUARANTEE

The successful bidder shall deposit performance security of Rs. 50,000/- in the form of Bank Guarantee (ANNEXURE -A) / Demand Draft of any scheduled bank drawn in favor of '**The Director, NIT Goa Fees Account**', payable at **Farmagudi, Ponda, Goa**. In case the bidder fails to deposit the said Performance Security within the stipulated period, including the extended period if any, the bidder would be disqualified and his bid rejected.

Please note the following points:

a) Successful bidder should submit performance Security as prescribed above to the Accounts Section, NIT Goa, on or before 30 days from the date of issue of order acknowledgment.

b) Performance Security shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful bidder and NIT Goa, under the terms and conditions of acceptance to the tender.

c) The successful bidder is entirely responsible for the due performance of the contract in all respects according to the terms and conditions of the tender.

d) The validity of the Performance Security must cover the contract period plus two months.



5. CORRUPT OR FRADULENT PRACTICES

1. NIT Goa requires that the Bidder under this bid observes the highest standards of ethics during the procurement and execution of such contracts.
2. 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 NIT Goa, and collusive practice among Bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the NIT Goa of the benefits of the free and open competition;
- 3) The NIT Goa 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;
- 4) The NIT Goa 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.

6) DISQUALIFICATION AND REJECTION

The Bidder and his/her bids shall be disqualified and his/her bid rejected, if he/she 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 specified in the terms and conditions.

7) PRICING

1. The Bidder should quote **uniform discount on Maximum Retail Price (M.R.P)** printed on Strip / Bottle / Unit packed in percentage term in respect of all Medicines, Vaccines, Surgical and other related Items and equipment’s, Laboratory Investigation reagents, Antiseptic lotions, other related items supplied under the Contract.
2. The Financial bid BOQ form is as per ANNEXURE -B.

3. The Indian bidder should quote firm prices in Indian rupee only unless otherwise specified elsewhere in this tender. Prices quoted in any other currency shall not be considered.
4. The quoted rate/offer shall remain valid for the entire duration of the contract/extension of contract.

8) EVALUATION AND COMPARISON OF BID

NIT Goa shall use the criteria and methodologies of their own to evaluate and compare the bids and no other evaluation criteria or methodologies shall be permitted.

1. On the due date, the Technical bids will be opened and referred to the Institute Tender Committee. The committee will go through the technical aspects of the tender and recommend shortlisted firms. The recommendation of the committee is final and binding on all the parties. The committee may visit the bidder's office or may call upon the bidder to assess the capabilities to execute the tender as per the scope of work. In case of any remarks/default noted, even if pre-qualified, the Institute reserves the Right to Accept any Bid and to Reject any or all bids.
2. The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

9) AWARD OF CONTRACT

Determination of successful bidder (H1):

- a) **Discount offered on percentage term in the price bid on all the Categories A1, A2 and A3 are mandatory.**
- b) The technically qualified bidder, who quotes the highest discount amongst the bidders in percentage on **Category A1** is evaluated as the highest discount offered bidder. However, Categories A2 and A3 shall also be offered by the bidder, to consider him as the successful bidder (H1), subject to its meeting the statutory requirements and approval of the Director, NIT Goa.

1. Award Criteria:

Unless a bidder satisfies all parameters and conditions, is not entitled to be awarded the contract merely because his bid is the lowest or highest discount.

2. Notification of Award:

Prior to the expiration of the period of bid validity, NIT Goa shall, notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter shall specify the Successful bidder /contractor to submit 50,000/- as

Performance Security Amount in the form of Bank Guarantee as specified in SCHEDULE- A, issued by a Scheduled bank and also for executing the “Contract / License Agreement”.

3. Signing of Contract:

- a) With immediate effect of signing of the Contract Agreement, the successful Bidder shall execute the supply of Medicines at the Medical Centre of NIT Goa.
- b) The Contractor has to execute and sign an agreement on Rs. 100/- (Rupees One Hundred Only) stamp paper as per the format of NIT Goa. The format for the same will be specified by NIT Goa.

10) PERIOD OF CONTRACT

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

11) AMMENDMENT OF TENDER DOCUMENT

At any time prior to the last date for receipt of bids, Institute may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender document by an amendment. Further, Institute may at its own discretion extend the last date for the receipt of bids.

12) LEGAL MATTER: All Domestic and International disputes are subject to Goa Jurisdiction only.

13) Relaxation for Startup, MSMEs, Make in India will be as per GOI norms.


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SECTION 2: CONDITIONS OF CONTRACT.

1) SCOPE OF WORK

1) ESTABLISHING THE EMPANELED PHARMACY

- The Successful bidder shall supply at the Medical Centre, NIT Goa at its permanent campus in Cuncolim, Goa.
- The Successful bidder shall supply all the Generic and Branded medicines/drugs, as indented by the Institute Medical Officer.

2) TIMINGS OF THE EMPANELED PHARMACY, FOR SUPPLY OF MEDICINES

The Empaneled Pharmacy will be operating as per the instructions and are completely monitored by the Institute Medical Officer and it should be supply medicines during the working hours of the Medical Centre, as directed by the Institute Medical Officer /NIT Goa authorities. The normal working hours are mentioned below:

Days	Timings
Monday to Friday	09:00 am to 01:00 pm and from 02:00 pm to 05:00 pm
Saturdays	09:00 am to 01:00 pm and from 02:00 pm to 04:00 pm
Sundays	09:00 am to 12:00 noon

3) SUPPLY OF INDENTED MEDICINES TO MEDICAL CENTRE, NIT GOA

The Institute Medical Officer will indent the required **Generic and Branded** Allopathy and basic Ayurvedic Medicines/Drugs, Vaccines, Surgical and Dental and other related Items and equipments, Laboratory investigation reagents, Antiseptic lotions of reputed companies and the Authorised Empaneled Pharmacy should supply the indented items within 24 hours but not exceeding 48 hours (in exceptional cases) of the indent.

4) NON SUBSTITUTION

In case of indent for specific Generic or brand of medicines, **the generic or brand shall not be substituted.**

5) PACKED SUPPLIES

The Medicines/Drugs are to be dispensed as per the original packing of the Manufacturer.



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6) LIFE PERIOD OF MEDICINES SUPPLIED

Every Medicine has its own shelf-life period mentioned on the label of medicine. The shelf life of all items supplied should not have passed more than half of its shelf time.

For illustration: Suppose expiry date of any medicine is 30-June-2022 then in this case, medicine should not be supplied to NIT Goa on or after 31st Dec, 2021.

7) SUPPLIED AS PER RECOMMENDATIONS OF MEDICAL OFFICER

a) The medicines/Drugs are to be dispensed to the Beneficiaries as per the prescription of the Institute Medical Officers and the visiting Consultants for the period mentioned in the prescription.

2) MISCELLANEOUS

- a) In addition to the successful bidder's main office anywhere in India, the successful bidder/agency should have a permanent location of office within the Goa State for postal correspondence and should be available on its own direct telephone (office as well as residence) and the deployed persons should also be available on mobile phone so as to enable this office to contact them and also call them in emergency, which all the instruments, expenditure etc., shall be borne by the successful bidder/agency.
- b) The appointed Empaneled Pharmacy will as and when required attend the meeting fixed by the Institute Authorities or by the Institute Medical Committee.
- c) The Empaneled Pharmacy shall have its own approved letter pad, rubber stamp seal etc.

2) PRESENTATION OF BILLS

The Empaneled Pharmacy shall present the Bill to the Medical Officer, for the supply made on fortnight (1 to 15 & 16 to 30/31) within ten days of closing of each respective fortnight. The bill should clearly indicate the details of the supplied medicines made each day such as, the name of the item, name of the manufacturer, batch number, date of manufacture & expiry date, name of the patient, prescription slip number with date, MRP, discount as per contract (MRP Rate minus Agreed Discount) etc. and any other information required by the NIT Goa Authorities.

The Bills shall be supported by the Purchase Invoice of the Empaneled Pharmacy and Original indent along with the Certificate from the Institute Medical Officer of the Medical Centre under his/her signature, with date, seal of the office for receipt of the items indented.

NB: Incomplete bills not accompanied by any of the particulars mentioned above will not be entertained.

3) PERIOD UPTO WHICH SUPPLY ORDERS WILL BE PLACED

Supply orders will be placed against the contract up to the last date of the contract. Indent/Prescription received even on the closing date and time should be honored in accordance with the terms of the contract, even though the last date of the contract may have expired on the date of supply of medicines.

4) PERFORMANCE SECURITY -FORFEITURE

The amount of Performance Security shall be liable to be forfeited, if the medicines/drugs, surgical items etc. are not as per the indent of the institute Medical Officer or are not conforming to quality.

The Performance Security is also liable to be forfeited if the Empaneled Pharmacy:

- a) Fails to adhere to the terms and conditions of the contract,
- b) Supplies any sub-standard, spurious drugs or the substitute medicines.
- c) Delayed supplies.
- d) Over Charges.

The empaneled Pharmacy should not stop the supplies of the medicines/drugs without giving **three months' prior notice**.

In case of emergency, if certain medicine or other item required for treatment is not available with the empaneled pharmacy then the empaneled pharmacy can procure the same from local pharmacy only after written confirmation by Medical officer of NIT Goa.

3) DEDUCTIONS/PENALTIES FOR DELAY / DEFAULT

Sr. No.	Description	Penalty
1	In case of non-supply as per buyer requirement	1% of billed amount imposed for each of such incidence
2	Delayed Supply as per buyer requirement	1% of billed amount imposed for each of such incidence
3	Partial delivery as per buyer requirement	1% of billed amount imposed for each of such incidence
4	Brand substitution without prior approval	1% of billed amount imposed for each of such incidence
5	Regular recurrence of Sr. No. 1 to 4	In case the supplier is defaulting oftenly w.r.t. supply of medicines, the Institute Medical Committee may impose suitable penalty.



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4) TERMINATION FOR DEFAULT

NIT Goa 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:

If the bidder fails to provide any or all of the services within the period(s) specified in the contract

If the bidder fails to perform any other obligation(s) under the Contract.

If the bidder, in the judgment of NIT Goa, is engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

5) INDEMNITY

The bidder shall indemnify NIT Goa 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 NIT Goa 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 NIT Goa 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 the indemnities arising from such incidents without any extra cost to NIT Goa and will not hold the NIT GOA responsible or obligated. The NIT Goa 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 later chooses not to defend the case.

6) PAYMENT

- a) No advance payment will be made to the empaneled pharmacy by NIT Goa.
- b) The Empaneled Pharmacy shall claim payments twice a month (every fortnight). Payments of the bills presented will normally be arranged within 30 days from the date of presentation of the bill (after verification of the bills). However, the Empaneled Pharmacy shall make no claim from NIT Goa in respect of interest or damages in case the payment is delayed for any reasons.

7) 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 NIT Goa 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, at first instance whatever disputes will be first settled through Arbitration as per THE ARBITRATION AND CONCILIATION ACT, 1996. The decision made by Arbitrators through Arbitration and Conciliation Act 1996 will be binding on both the parties.

In case of no result or no decision of dispute (between both the parties i.e. Service provider and NIT Goa) through Arbitration and Conciliation Act, 1996 the same may be subject to courts within Jurisdiction of Goa state only. The competent courts at Goa shall have jurisdiction to decide the disputes which arose under this contract only if the matter or issue or disputes or by whatever similar name called, if not resolved through Arbitration as per THE ARBITRATION AND CONCILIATION ACT, 1996.

The fees, if any, for the courts including advocate/lawyer fees, if required to be paid before the award is made and published, shall be borne by the Licence/Contract holder.


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**BANK GUARANTEE FORMAT FOR PERFORMANCE GUARANTEE BOND
(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)**

(To be established through any of the national banks (whether situated at Goa or outstation) with a clause to enforce the same on their local branch at goa or any scheduled bank (other than nationalized bank) situated at goa. Bonds issued by co-operative banks are not accepted.)

To, Director,
National Institute of Technology Goa
CuncolimGoa 403703

LETTER OF GUARANTEE

WHEREAS National Institute of Technology Goa (Buyer) has invited Tenders vide Tender Notification: _____, Date: _____ for 'Outsourcing of Pharmacy activities at the Institute Medical Centre of NIT Goa'. AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the medicine and other Medical requirements at the Medical Centre of NIT Goa and provide Pharmacy Activities as per the Scope of Work of the Tender Document, in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "**The Director, NIT Goa Fees Account**" in the form of Bank Guarantee for **Rs. 50000/-** and valid till one year or up to the contract period whichever is later from the date of issue of Performance Guarantee Bond may be submitted within 30 (Thirty) days from the date of Order Acknowledgement as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this Bank shall pay to National Institute of Technology Goa, Cuncolim Goa on demand and without protest or demur Rs..... (Rupees.....).

This Bank further agrees that the decision of National Institute of Technology Goa, Cuncolim (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in the tender document/purchase order shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or National Institute of Technology Goa, Cuncolim Goa (Buyer).

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs (Indian Rupees only).
- b) This Bank Guarantee shall be valid up to..... (date) and
- c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if National Institute of Technology Goa, Cuncolim Goa serve upon us a written claim or demand on or before... (date).

This Bank further agrees that the claims if any, against this Bank Guarantee, shall be enforceable at our branch office at situated at(Address of local branch).

Yours truly,
Signature and seal of the guarantor:
Name of Bank & Address:
Date:

Instruction to Bank: Bank must note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. The bank is requested to take appropriate necessary action on or after expiry of bond period.



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FINANCIAL / PRICE BID

[To be used by the bidder for submission of the online bid]

Tender Inviting Authority:

Name of Work/Goods/Services:

Name of the Bidder/ Bidding Firm / Company:

PRICE SCHEDULE

I / We offer to stock the Generic and Branded Allopathy and Ayurveda Medicines/Drugs, Vaccines, Surgical and Dental Items and equipments, Laboratory Investigation reagents, Antiseptic lotions of well reputed Companies as indented by the Institute Medical Officer and dispense the same to the Beneficiaries as per the prescription of the Institute Medical Officers and the Visiting Consultants at the rates in percentage given below:-

Uniform Discount on the Maximum Retail Price (M.R.P) Offered on the following categories:

Sl.No	Category	Particulars	In percentage term – in Figures	In percentage term – in Words
1	A1	Allopathy, Basic Ayurveda Medicines/ Drugs, Vaccines, Laboratory Investigation Reagents		
2	A2	Surgical Equipment's, consumables and related Items		
3	A3	Antiseptic and other medical lotions		

Note:

This BOQ template **must not be** modified/replaced by the bidder.

The above format should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only

Percentage discount will become applicable on the MRP mentioned and will be inclusive of GST, etc.

The discounted price will be inclusive of all taxes and duties as may be applicable and No extra charge or any taxes are applicable extra on the discounted price.

The Discount offered should be kept firm throughout the License Period /contract or during its extension period.

The billing value will be MRP minus Value of agreed Discount applied.

Signature and Seal of the Bidder

18/02/2024

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DECLARATION OF BIDDER

1. I..... proprietor / partner of the company/ Firm/agency has an experience of years and the company/ Firm/agency named was established in the year.....(attach proof of establishment and running the pharmacy business).
2. I/We hereby agree provide Pharmacy supplies at the Medical Centre of NIT Goa as per the requirements of NIT Goa.
3. I / We hereby offer to supply medicines at the Medical Centre, NIT Goa as indicated in the Bid notice, specifying the acceptance of Bid at the rate in percentage given in Price Bid attached and agree to hold this offer open till 120 days from the date of opening of the Commercial/price Bid of tender.
4. I / We shall be bound by a communication of acceptance dispatched within the prescribed time.
5. I / We have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
6. I / We are fully aware of the nature of Medicines/Drugs required and my / our offer is to stock the Generic and Branded Allopathy and Basic Ayurveda Medicines/Drugs, Vaccines, Surgical and Dental and other related Items and equipments, Laboratory Investigation reagents, Antiseptic lotions of well reputed Companies as indented by the Institute Medical Officer and dispense the same to the Beneficiaries as per the prescription of the Institute Medical Officers / Visiting Consultants in accordance with the requirements of the NIT Goa.
7. I / We agree to arrange supplies of Generic and branded standard quality medicines/drugs in accordance with the nomenclature, specifications, packages and quantity indented by the Institute Medical Officer.
8. I /We agree that we will comply with the provisions of Drugs & Cosmetics Act, 1940 and rules 1945 made there under.
9. My / Our firm has not been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act 1940 and Rules 1945.
10. I/we have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified, I /we understand that my/our tender will be summarily rejected and disqualified and I /we are/are liable to be banned from doing business with NIT Goa and/or prosecuted.
11. I/we, hereby certify that all the information and data furnished by me with regard to this bid requirements are true and complete to the best of my knowledge. I have gone through the requirements, conditions and stipulations in details and agree to comply with the requirements and intent of specification.
12. I/we, further certify that my company meets all the conditions of qualification criteria laid down to take part in the bid.

13. I/we, further specifically certify that my company has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.
14. I/we certify that our bid against tender notification No. : _____ dated: _____ does not amount to any breach of any Government guidelines. I further confirm that in the event of disclosure at a later stage that the same are not in line with any Government Guidelines and NIT GOA is put to any disadvantage or face cancellation of the tender or contract or any claim becomes substandard/untenable, the whole liabilities arising out of this shall lie squarely on us.
15. I/we, further certify that I am the duly authorized proprietor / representative of the agency /firm and competent to agree as above.
16. I /We solemnly confirm that the facts stated above are true and nothing has been concealed.

SIGNATURE OF BIDDER NAME :

DESIGNATION

ADDRESS :

DATE:

Seal of the Bidder's Firm



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National Institute of Technology Goa

EMD DETAILS

I **Mr./Ms./Mrs.** _____
representing the firm _____ have attached the
EMD with this bid in the form of Demand Draft bearing no. _____ dated
_____ for an amount of Rs.
_____ in number and words
from the _____ bank in favour of “The Director, NIT
Goa Fees Account”.

SIGNATURE OF BIDDER NAME:
DESIGNATION

ADDRESS:

DATE:

Seal of the Bidder's Firm



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LETTER OF AUTHORITY

(To be printed on the letter of the Firm or duly stamped by the Firm)

To
The Director
NIT Goa
Sir,

Subject: Letter of Authority to sign and execute the tender on my behalf -reg

I/ We Authorise Shri/Smt.....
working as in (Name of the Firm/Chemist shop) to
sign the Tender Document No. for the Outsourcing of Pharmacy Activities at NIT
Goa Medical Centre on our behalf. He /She is also authorized to conclude the tender or
contact and take decisions whatever is necessary in connection with this tender.

The specimen signature of Shri/Smt (Name
of the Authorized person) are given below and duly attested by me/us.

Specimen Signature of Shri/ Smt

1)

2)

3)

Attested by:

Signature/ Signatures:

Name of the proprietor of firm /company/ agency / partner/partners.

Rubber Stamp seal of the proprietor of firm /company/ agency / partner/partners

Rubber Stamp seal of the firm/company/ agency



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EXPERIENCE OF SIMILAR WORKS OF TENDERER AS CONTRACTOR

Sr. No.		Work 1	Work 2	Work 3	Work 4
1.	Name of Work				
2.	Name & Address of the Client				
3.	Contact Person with e-mail id				
4.	Telephone Nos. of the client				
5.	Name & Location of work Site				
6.	Discount offered on the MRP price				
	Allopathy, Basic Ayurveda Medicines/ Drugs , Vaccines, Laboratory Investigation Reagents				
	Surgical equipment, consumables and related Items				
	Antiseptic and related Lotions				
7.	Period of the empanelment				
8.	Ongoing or Completed or terminated				
9.	If contract terminated, Specify the reasons				
10.	Penalty faced, if any				

(Continuation sheets may be used in case of more number of similar works)

Note:- Tenderer to enclose certificate from the client for ongoing / successful completion of each work mentioned above.

Bidder's Signature
Name & Seal Tel. No.
Date:

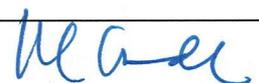
Signature and Seal of the Bidder

BIDDER INFORMATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Tender Notification No.: _____, Date: _____

1. Bidder's Name [insert Bidder's legal name]	
2 Bidders' firm /company /agency name	
3. In case of JV, legal name of each member with their contact numbers and email ids : [insert legal name of each member in JV]	
4. Bidder's actual or intended country of registration: [insert actual or intended country of registration]	
5 Bidder's year of registration: [insert Bidder's year of registration]	
6 Bidder's Address in country of registration: [insert Bidder's legal address in country of registration] Main Permanent Office address	
Bidder's permanent office address located in the state of Goa.	
8. Bidder's Authorized Representative Information Name and Address, Telephone numbers and Email Address of representative and Contact details of the contractor	
1. Attached are copies of self-attested original documents of [check the box(es) of the attached original documents] Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. In case of JV, letter of intent to form JV or JV agreement. In case of Government-owned enterprise or institution, documents establishing, Legal and financial autonomy Operation under commercial law Establishing that the Bidder is not dependent	



agency of the Purchaser
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Bidder's Signature
Name & Seal Tel. No.
Date



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FORMAT FOR BANK ACCOUNT DETAILS OF THE BIDDER

Name of the account holder (bidder)	
Complete address	
Contact number	
Email address	

Bank Account details:

Bank name	
Branch name	
MICR number	
Account type	
Account Number	
IFSC code of the Bank	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the Institute responsible for this.

I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Seal and signature of the bidder.

Certification from the banker:

Certified that the particulars furnished above are correct as per our records.

Seal and signature of the authorized officer of the bank.

INTEGRITY PACT AGREEMENT

(To be signed by the bidder/same signatory authorized to sign the relevant contract)

This Integrity Agreement is made at Goa on this day of20
.....

BETWEEN

National Institute of Technology Goa Cuncolim Goa, an Institute of National Importance (under NIT Act -2007) represented through The Registrar, NIT Goa, Cuncolim Goa (hereinafter referred as the 'Buyer', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
.....

(Name and Address of the Individual/Firm/Company) Through (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its succession and permitted assigns)

Preamble

WHEREAS NIT Goa has floated the Tender (Hereinafter referred to as "Tender/Bid") and intends to award, underlaid down organizational procedure, contract for "Equipment"

[Hereinafter referred to as the "Contract").

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and the witness as under:

Seal and Signature of the bidder

Registrar, NIT Goa


Signature and Seal of the Bidder

Article 1: Commitment of NIT Goa

1. **NIT Goa** commits to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of NIT Goa, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) NIT Goa will, during the Tender process, treat all Bidder(s) with equity and reason. NIT Goa will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c) NIT Goa shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If NIT Goa obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, NIT Goa will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/ Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adheres to the highest ethical standers, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and through the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commit himself to take measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contact execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contractor to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contractor.

- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into an undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offense under the relevant IPC/PC Act. Further, the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and address of agents/representatives in India if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and address of foreign agents/representatives if any. Either the Indian agent on behalf of the foreign principals or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, there or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).



Article 3: Consequences of Breach

Without prejudice to any rights that may be available to NIT Goa under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidders/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before awarded or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 day notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determinate the Contract - if already executed, or exclude the Bidders/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by NIT Goa.**
2. **Forfeiture of Performance Guarantee/Security Deposit:** If NIT Goa has disqualified the Bidder(s) from the tender process prior to the award of the Contract or terminate/determinate the Contractor has accrued the right to terminate/determinate the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to NIT Goa, may in its considered opinion forfeit the entire amount of Performance Security of the Bidders/Contractor.
3. **Criminal Liability:** If NIT Goa obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, NIT Goa will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anti-corruption approach or with Central Government or State Government or any other Central/State Public Enterprises in India that could justify his exclusion from the Tender process.



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2. If the Bidder makes an incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
3. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article: 5 Equal Treatment of all Bidder/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidders/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
2. The Principal/Owner will enter into pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

1. This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12months after the completion of work under the contractor or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this pacts as specified above, under it is discharged/determined by the Competent Authority of NIT Goa, Cuncolim Goa.

Article 7: Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is Goa, the Headquarters of NIT Goa, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.

Undertaking that the successful BIDDER agrees to give a Performance Security amounting to Rs. 50,000 of the purchase order value in favor of “The Director, NIT Goa Fees Account”.

I/We (Name of the bidder/Proprietor/Partner/Partners) of (Name of the firm/agency) do agree with the terms and conditions specified in the Tender Notification No. _____, Date: _____, If I am/We are the successful bidder, I/We agree to provide a Performance Security amounting to 50,000/- as per the ANNEXURE A, in favor of “The Director, NIT Goa Fees Account” and as intimated by the NIT Goa authorities.

SIGNATURE OF bidder/Proprietor/Partner/Partners NAME :

DESIGNATION

ADDRESS :

DATE:

Seal of the Bidder's Firm



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**Check List for Submission of Documents along with Technical Bid to meet
Qualification Criteria and Essential Conditions**

Name and Complete Postal address of the Bidder with Firm/Company address, phone/Fax/Mobile number

It is hereby certified that, I /we have uploaded the relevant documents as per the tender requirement in compliance with qualifying Criteria by checking ‘yes’ against each of them.

Docum ents.	Sl. No.	Contents	Document Uploaded (Yes/No)
TECHNICAL BID	1.	EMD Rs. 30,000/- in favour of “ The Director, NIT Goa Fees Account ” payable at Farmagudi, Ponda, Goa. In case of exemption from submission of EMD, attach certificate, EMD Details to be provided in Annexure-D	
	2.	Duly attested copies of valid Drug Licences held by the bidder as on the date of Bid opening in specified forms issued by the Competent Drug Control Authorities of the State/Central Government under the provisions of The Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945	
	3.	Valid Trade License (Please Attach self-attested Xerox copy) for Operating a Pharmacy.	
	4.	Declaration of Bidder as per ANNEXURE – C.	
	5.	Bidder Information Form as per ANNEXURE-G.	
	6.	Bidder Bank Details as per ANNEXURE-H	
	7.	Copy of the Partnership Deed if the bidder is a Partnership concern	
	8.	If the bidder is a company, attach self-attested Company incorporation Certificate	
	9.	GST Certificate.	
	10.	Letter of Authority for the representative to sign and execute the tender as per ANNEXURE – E.	
	11.	No Conviction Certificate from Competent Drug Control Authorities of the State/Central Government	
	12.	Copies of the Audited Balance sheets, Profit & Loss A/c., Trade or Manufacturing A/c, and Income Tax Return Acknowledgement i.e., ITR MUST be attached , for the last three financial years to establish the Turnover of the bidder.	

Signature and Seal of the Bidder

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Registrar

Handwritten signature

	13.	Latest Income Tax Assessment Completion Certificate/Income tax clearance certificate (In the event of assessment of the recent previous year having not been completed the certificate of the latest assessment Completed.	
	14.	Copies of Documents/work qualification certificates pertaining for such services provided in the Government Sector/PSU's/ Reputed Corporate Sector - ANNEXURE – F	
	15.	Affidavit (in Original) on a non-judicial stamp paper of Value Rs. 100/- (Rupees one Hundred Only) that the Pharmacy /Agency /Distributor/ Firm has not been Blacklisted by the Government/PSU or Pvt. Sectors.	
	16.	Affidavit (in Original) on a non-judicial stamp paper of Value Rs. 100/- to the effect that there is no vigilance/CBI case/Enquiry by Drug controller pending against the bidder/ firm/supplier	
	17.	Integrity Pact (for procurements ANNEXURE- I.	
	18.	Self-attested Copy of Income Tax Permanent Account Number (PAN Number)	
	19.	Undertaking that the successful BIDDER agrees to give a Performance Security amounting to Rs. 50,000/- of the contract order value in favor of “The Director, NIT Goa Fee Account” as per ANNEXURE -J	
	20.	Self-attested document {Trade Certificate with rent agreement copy (if the office is established on rent basis)} for having a permanent office for not less than 3 years in the state of Goa.	
FINAN CIAL BID	21.	PRICE BID ANNEXURE – B BOQ	



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