



भारतीय प्रबंध संस्थान रायपुर
Indian Institute of Management Raipur

EOI No. IIMR/Empanelment/2023/12 dt.01.12.2023

"आईआईएम रायपुर के मेडिकल सेंटर के लिए दवाओं की आपूर्ति के लिए
विक्रेताओं के सूचीबद्ध" करने के लिए रुचि की अभिव्यक्ति

Expression of Interest for the "Empanelment of vendors for supply of
medicines for Medical Centre of IIM Raipur"

(सी.पी.पी.पी (<https://eprocure.gov.in/epublish/app>) के माध्यम से प्रकाशित

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भारतीय प्रबंधन संस्थान रायपुर
अटलनगर, पीओ - कुरु (अभनपुर),
रायपुर – 493 661, छत्तीसगढ़
वेबसाइट: <http://www.iimraipur.ac.in/>

Indian Institute of Management Raipur
Atal Nagar, P. O. - Kurru (Abhanpur),
Raipur – 493 661, Chhattisgarh
Website: <http://www.iimraipur.ac.in/>

एम्पलेमेंट सूचना
Empanelment Notice

आईआईएम रायपुर यानी भारतीय प्रबंधन संस्थान रायपुर की ओर से निम्नलिखित सेवाओं के लिए अनुभवी, इच्छुक और सक्षम सेवा प्रदाता / एजेंसियों से रुचि की अभिव्यक्ति आमंत्रित की जाती है:-

Expression of Interest are invited on behalf of IIM RAIPUR i.e Indian Institute of Management Raipur from experienced, interested, and competent service provider / agencies for the following services: -

The schedule and other details of 'EOI' are as under:

Name of the service	Empanelment of vendors for supply of Medicines for Medical Centre of IIM Raipur
EOI No.	EOI No. IIMR/Empanelment/2023/12 dt.01.12.2023
Estimated cost yearly	Rs.2,50,000.00
Period of Empanelment	The agency will be empaneled initially for a period of two years, which may be extended further period of two years, subject to satisfactory performance of the agency and on mutual consent.
Publish Date	01.12.2023
Proposal submission end date	26.12.2023 @ 03:30 PM
Submission start date (Manual)	01.12.2023 @ 03:30 PM
Submission end date (Manual)	26.12.2023 @ 03:30 PM
Processing Fee	NA
EMD (Earnest Money Deposit)	NA
Security deposit	NA
Location of the service	IIM Raipur, Atal Nagar, P. O. – Kurru (Abhanpur), Raipur – 493 661, Chhattisgarh
Commencement of service	With 15 days from date of 'Letter of Award'.
Contact Person for tender related query	Store and Purchase Office 0771-2474-705, 93017-12347

This tender document containing eligibility criteria, scope of work, terms and conditions, specification and other documents, can be seen/downloaded at/from the Central Public Procurement (CPP) Portal <https://eprocure.gov.in> or Indian Institute of Management Raipur website: www.iimraipur.ac.in .

The tenderer shall sign and stamp each page of this tender document as taken of having read, understood and comply with tender, the terms and conditions contained herein.

Incomplete bid/documents shall be rejected without giving any reason.

1. Eligibility Criteria

- A. *The agency should be registered with any Govt. Depts i.e., Central Govt./ State Govt./ or Registered under MSME/NSIC OR registered under Shop & Establishment Act/ Companies Act. The registration of the agency should be at **Raipur C.G.***
- B. *The vendor should have 'Drug License' for supply of medicines.*
- C. *Avg. 'Annual Turn Over' of agency for the last three FYs ending March' 2023 should be Rs.2.50 lakhs or more.*
- D. *The agency must be registered under 'GST Registration' or declaration letter must be submitted for the exemption of GST registration.*
- E. *The agency should attach list of 'Purchase Order / Work Order / Experience certificate (EC) with order values where the similar type of work executed in the Institutes of National Importance and central universities during the last 10 years from the date of publication of 'EOI'.*

2. General Terms and Conditions of Contract

- A. **Preparation and submission of EOI:** The EOI should be submitted in 'ONE ENVELOP SYSTEM' as per details given below: -
- Read the EOI document carefully before filling.
 - Sign each page of EOI with seal and should contains all documents as per 'Eligibility Criteria'
 - Sealed envelope with superscription "EOI for Empanelment of vendors for supply of Medicines at Medical Centre of IIM Raipur" and addressed to Chief Administrative Officer, IIM Raipur, Atal Nagar, Kurru (Abhanpur), Raipur- 493 661, Phone: 0771- 2474705 and send it to us. It should reach us on or before 15:30 hrs. 04th on Dec 2023 in the office of Chief Administrative Officer, IIM Raipur.
- B. **EOI can be downloaded from the Institute website www.iimraipur.ac.in or eprocure.gov.in**
- C. Please keep visiting our website for any corrigendum /amendments and submit the EOI documents accordingly.
- D. IIM Raipur will not be any responsibility for any loss/delay/non-receipt of offers not submitted in person. Offers received late/incomplete will be summarily rejected.
- E. The EOI should be complete in all respects and should be duly signed. Late and delayed EOI due to any reason including postal delays shall not be considered at all. Offers sent through fax/ e-mail will not be accepted.
- F. Hypothetical / Conditional, Incomplete bid will not be entertained & will be summarily rejected. Please note that the bidder must quote for all the categories mentioned in the tender.
- G. Please keep visiting our website for any corrigendum / amendments and submit the bid documents accordingly. Separate advertisement will NOT be published in Newspaper for any corrigendum/ extension/ clarification etc.
- H. The Institute reserves the right to modify the conditions of the EOI, at any time, without assigning any reasons for the same.
- I. IIM Raipur reserves the right to accept/reject any Tender in part or full, without assigning any reason whatsoever.
- J. If the last date of receiving/opening of the Tenders coincides with a holiday, then the next working day shall be the receiving/opening date.
- K. **Period of Empanelment:** The empanelment period will be initially for two years. This period may be extended further two years on satisfactory performance. In case of performance of the agency in one part or the entire contract is not found to be satisfactory as per operational parameters set out of the contract or not in conformity with the terms & conditions of the tender /eoi, then that part or the entire contract shall be terminated even before the scheduled time by giving advance notice of one month to this effect. In the event of premature closure of contract for reasons mentioned herein above, the security deposit shall be absolutely forfeited.
- L. **Exit Clause:** The contract can be terminated by giving one-month notice period by the Institute and three-month notice by the contractor.

- M. Intending tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders to the nature of the site on the day of the pre-bid meeting or before submitting bid. The nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he has read this notice and all other contract documents has made himself aware of the scope and specifications of the work do be done.
- N. The IIMR will not provide any residential space for accommodation to the Agency. The agency has to make its own arrangement for the residential accommodation to the deployed staff.
- O. The IIMR is not bound to award contract at the lowest price received in the Tender and reserves the right to decide on fair and reasonable price of the services tendered for any counter offer the same to the bidders. All other terms and conditions of the tender shall remain operative even if a counter offer rate is offered to the bidders. IIMR reserves the right to negotiate with first lowest bidder to arrive at the fair and reasonable price. In case of first lowest is more than one, then it would be at the discretion of the IIMR.
- P. **Sub-Contracting:** The contractor shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of an unavoidable circumstance, the contractor shall be able to do it with the approval of the Institute. However, the job shall be sublet only to the party approved by the Institute.
- Q. The contractor and his employees shall comply with all norms stipulated by the Institute such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline & Decency at and around the work site, Safety Precautions and Safety Regulations.
- R. **Misconduct:** The conduct/characters/antecedents and proper bonafide of the workers shall be the sole responsibility of the contractor. However, the contractor should provide the necessary details of all its employees to the Institute. All the employees should be police verified.
- S. The persons employed by the contractor will be the employees of the contractor and the IIMR shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the IIMR and the personnel employed by the contractor shall have no right whatsoever to claim employment or other rights from the IIMR.
- T. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency) and the firm should not be blacklisted. An undertaking to this effect on firm letterhead should be attached.
- U. None of the employees of the contractor shall enter into any kind of private work within the campus of the IIMR Non-compliance with this provision will be deemed to be violative of the contract inviting penal action/cancellation of contract.
- V. The staff employed by the contractor will not join any union of the IIMR nor shall they make any claim on service or other matter. They shall also not form any union associated with the IIMR and shall have absolutely no claim to subscribe or for election in any of the unions of the IIMR.
- W. The contractor shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the IIMR / Govt. of India / any State or any Union Territory.

- X. The staff (not below the age of 18 years) employed by the contractor shall have to be medically fit and kept neat and clean. The contractor shall not employ young children as prohibited under the law/rules/regulations. A record of this will be maintained by the Contractor.
- Y. **Interpretation:** All the terms and conditions of contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.
- Z. In addition to the prescribed manpower, whenever required, contractor has to provide additional manpower and/or equipment at the rates quoted in the tender.
- AA. **Validity:** The quoted rates must be valid for a period for 90 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.
- BB. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
- CC. Anyone or more the following action / commission / omission are likely to cause summary rejection of tender: Any BID received late without conclusive proof that it was delivered before the specified closing time. Any conditional bid or bid offering rebate. Any bid in which rates have not been quoted in accordance with specified formats / details as specified in the Bid Documents. Any effort by a bidder to influence the IIMR in the bid evaluation, bid comparison or contract award decision.
- DD. Authority of person signing document: A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, IIMR may without prejudice to other civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.
- EE. **Access to SITE:** The contractor shall allow unhindered access to the Institute and/or any other party or person, engaged by the Institute to work at the same site and/or to check/regulate/watch/guard/measure/inspect, solely or jointly with the contractor.
- FF. **Safety and Security:** Contractor shall abide by the safety code provisions as per safety code framed from time to time by the government.
- GG. **Work at Risk and Cost:** The institute reserves the right to get the whole or part of the work executed by some other agency at the risk and cost of the contractor if it is found that the quality and/or the progress in respect of whole or part of the work is not satisfactory.
- HH. **Payment of Bills:** The payment for services under this agreement shall be made on monthly basis on satisfactory completion of job contract services, through crossed-cheque, drawn in favour of the Agency payable at Raipur or NEFT/RTGS/IMPS (online transfer). The final payment shall, however, be made only after adjusting all the dues / claims of the IIMR. Income Tax (TDS) as applicable at current prevailing rate will be deducted at source.
- II. **FORCE MAJURE:** If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any

floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the IIMR as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract. Provided, also that if the contract is terminated under this clause, the IIMR shall be at liberty to take over from the Security Agency, the security personnel, vehicles & equipment deployed in the campus until a new security agency is appointed and commences the operation.

JJ. IIMR reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.

KK. IIMR reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it felt necessary in the benefit of the Institute.

LL. The decision of the Director of IIMR will be final in all respect and will be acceptable to all the tenderers.

MM. **Jurisdiction:** All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Raipur only.

Chief Administrative Officer

3. Documents to be submitted along with EOI documents

The bidder shall furnish seal and sign for documentary proof as below for fulfilling eligibility criteria as above failing which his offer shall be summarily rejected. Illegible documents shall not be considered for evaluation of bid.

- A. *Registration certificate with any Govt. Depts i.e., Central Govt./ State Govt. Or MSME/NSIC OR Shop & Establishment Act/ Companies Act certificate etc.*
- B. *A copy of Drug license or trade license for supply / sale of medicine*
- F. *GST certificate or declaration letter for the exemption of GST registration.*
- C. *CA certified FYs wise 'Turn Over Certificate' or ITR file certificate for last three FYs..*
- D. *Purchase order/ work order/ agreement/experience certificate etc. as per eligibility criteria*

4. SCOPE OF WORK

Scope of Work of the agency is as follows: -

1 Rates & Quality:

- i. The higher discount will be binding on the supplier to supply at IIM Raipur.
- ii. The rates should be inclusive of all type of taxes.
- iii. Medicine / items must be in good condition. Inferior quality or not as per the specification if supplied have to be replaced without charging any extra cost.
- iv. If any inferior supplies are accepted due to urgency or non-availability of specified goods, the reduction of prices/rates or penalty will be decided well before acceptance of the medicines.

2 Bill –

The format of the bill should be in accordance with the provision given in GST.

3 Delivery –

- i. The supplier will be responsible for delivery of the goods in good condition at their own risk and cost.
- ii. The supplier has to supply the items within 15 working days from the date of receipt of the Purchase Order.
- iii. If more time is required for supply of ordered titles(s), the supplier has to inform to the undersigned office timely. if no communication is received from the vendor, then the supply order will automatically stand cancelled after stipulated time.

4 Right Reserved by the Institute: The institute reserves the right to accept or reject any tender or part thereof without assigning any reasons and shall also be subject to the availability of budget.

5 Consignee: Indian Institute of Management, Raipur.

6 Payment: Payment for those supplies will be made which were ordered, supplied and accepted. Payment will be made in Indian rupees only through RTGS/NEFT within reasonable time i.e.15 days from the receipt of the consignment, if the items are in good condition and there are no discrepancies of any nature.

7 Penalty Clause: Services form the crucial part of the order and therefore, if the Supply is not completed in the stipulated time same as prescribed in this document or Supplier fails to work the goods within the Prescribed schedule as agreed upon; a sum equivalent to 0.5% of the order value of per week of delay or part thereof until subject to maximum deduction of 5 % of the contract value.

8 Notice: IIM Raipur may terminate the agreement on one-month notice in case the services are not found satisfactory or otherwise. Similarly, the service provider may also terminate the agreement by giving two-month notice period.

9 Any legal disputes that may arise out of the contract shall be subject to the jurisdiction of a court in Raipur (C.G), India.

5. AGENCY DETAILS

- a) EOI Ref. No: _____
- b) Name of Tenderer _____
- c) Complete office address of Tenderer. _____
- d) Contact details of authorized person of tenderer who have signed the tender.
- a. Name.....
 - b. Designation.....
 - c. Phone (Office).....
 - d. Phone (Mobile).....
 - e. E mail.....
- e) Submission of technical specifications confirmation-(Annexure-A) to the requirement mentioned in the EOI document.
- f) Turn Over for the last three Year / ITR Details of last three years :
- FY 2020-21 -Rs.....
- FY 2021-22- Rs.....
- FY 2022-23- Rs.....
- g) GST Registration Number.....
- h) Company Registration Number.....
- i) Drug license number.....

Sign with date and Seal
(Authorized Signatory)

Undertaking
(On company letterhead)

We declare that we are not a defaulter to any Govt. organization/ PSU for the last 5 years from the date of issue of this tender no. _____ due to non-supply of material/subscription for any reason as agreed to supply instipulated time.

Sign with date and Seal
(Authorized Signatory)

EOI ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,

Director
IIM Raipur

Date :

Sub.: Acceptance of Terms & Conditions of Tender.

Tender Reference No.: IIMR/Tender/ _____ dated _____

Name of Tender / Work: _____.

Dear Sir,

1. I/We have downloaded I obtained the tender document (s) for the above mentioned 'Tender/Work' for the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. ____ to ____ (including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too have all been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totally / entirely.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

FINANCIAL BID

(PART – "B")

(a)	(b)
Description of work	Percentage (%) of Discount on (MRP Rate and Discount Rate must be mentioned in Tax Invoice)
Percentage of discount offered on MRP for supply of 'Medicines'	_____ %
Optional Category- Percentage of discount offered on MRP for supply of 'Medical equipment's'	_____ %

Note:

1. Minimum expiry period of one year from the date of supply to IIM Raipur.
2. The bidder quoting the highest rate (percentage) of discount on MRP will be empaneled. The Institute may empanel more than one agency, at its discretion, at the rate quoted by the bidder / agency offering the highest rate of discount.
3. GST will be payable extra, as applicable, on the net bill amount of the empaneled agency before GST. [Example MRP Rate Rs.100/- less discount offered @ 15% = Rs. 85/- (This is net bill amount before GST). GST will be payable on Rs.85/-].
4. The payment shall be made within 30 days after receipt of the final bill of the empaneled agency. GST will be payable extra as per the condition/calculation mentioned in Sr.No.02.

Place:.....

Signature Name:
(InCapitalLetter)

Designation:

Date:.....

(Seal ofbidder)