

**SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY,
SURAT-395007, GUJARAT, INDIA.**



TENDER DOCUMENT

**“Empanelment for providing Pharmacy Services at
SVNIT, Surat”**

**Sardar Vallabhbhai National Institute of Technology (SVNIT),
Ichchhanath, Dumas Road, Surat- 395007**

Sardar Vallabhbhai National Institute of Technology(SVNIT),

Tender Reference No.:

Date:

NOTICE INVITING TENDER

Section I: PREAMBLE

The Sardar Vallabhbhai National Institute of Technology, Ichchhanath, Surat (SVNIT, Surat) invites sealed bids in two parts from interested and eligible firms/companies/proprietors/individuals for “**Empanelment for Pharmacy Services at SVNIT, Surat**” as per the requirements & technical compliance, defined in the section “Schedule of Technical Requirements” in this tender document; at the terms and conditions specified in the section “Instructions to the bidders and General Terms & Conditions”; provided the vendor satisfies the pre-qualification requirements as listed out in the section “Prequalification Requirements of the Bidder” to bid for the tender.

The entire tender document comprises of various sections, as listed below:

- I. Preamble (this page)
- II. Schedule of Tender & Tender Form Covering letter
- III. Prequalification Requirements of the Bidder
- IV. Nature and Scope of the Work
- V. Declaration to be honored and signed by the bidder
- VI. Price Bid
- VII. Instructions to the Bidders
- VIII. Annexure (Check List)
- IX. General Terms & Conditions

The tender form should be downloaded from the CPP Portal e-publish or Institute Web Site, all bids must be accompanied by a bid security as specified in the bid document and must be submitted in person or delivered by speed post/courier to **The Director, Establishment Section, Administrative Building, S. V. National Institute of Technology, Ichchhanath, Dumas Road, Surat - 395007** latest by the date and time indicated.

Bids will be opened in the presence of Bidders' representatives who may choose to attend on the specified date and time.

In the event of the date specified for the bid receipt and opening, being declared as a closed holiday for SVNIT, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

Section II: SCHEDULE OF TENDER

Sl. No.	Event	Date and Time/Remarks
01	Commencement of Downloading of Tender Document	April 25, 2023 at 17:55 hr. https://eprocure.gov.in/epublish/app
02	Tender submission Start Date	April 26, 2023 at 10:00 hr
03	Last date & Time of Submission of Bids	May 16,2023 at 17:55 hr
04	Date &Time of Opening of Bids	May 18,2023 at 12:30 hr
05	Place of opening of bids	Central Stores, Estate Section, SVNIT, Surat
06	The sealed covers should be addressed to:	Director, Sardar Vallabhbhai National Institute of Technology, Surat-395 007
07	All the communications with respect to the tender shall be addressed to:	Faculty I/c Central Store ContactNo.:0261-2201726 Email: centralstore@svnit.ac.in
08	EMD of Rs. 25,000/- (Rupees Twenty Five Thousand Only) to be remitted with tender by DD drawn in favor of “Director, SVNIT, MHRD Fund Surat”	D.D. No. _____ Date: _____ Name of Bank: _____ Branch: _____
09	For taking assistance, if any	CPP Portal website : www.eprocure.gov.in CPP Portal Help Desk Toll FreeNo.:18002337315, 180030702232

Notes:

1. Tender form is to be downloaded from the CPPP (Central Public Procurement Portal) or Institute website. EMD in form of DD drawn in favor of “Director, SVNIT, MHRD Fund” payable at Surat will be required to be attached with the Tender document enclosed in the envelope as explained in the section on General Terms and Conditions.
2. Tender offers should be sent by Registered Post A.D./Speed Post/Hand delivery only.

TENDER FORM

FROM: _____

To,
The Director,
SVNIT, Surat

Sub.: Tender for “**Empanelment for providing Pharmacy Services at SVNIT, Surat**”

Sir,

With reference to above, we submit the following particulars of our Firm/Agency.

1. Name of the firm & full address with direct phone numbers & Email Ids:
2. Name of the proprietor/chief of the firm:
3. Registration number & date:
4. Date of Establishment:
5. Present strength of the firm:
6. No. of Major Clients with execution of work orders involving similar scope and magnitude of work
7. Other business of the firm, if any,
8. PAN No.
9. GST Registration No.
10. Annual turnover in Rs. lacs (only in providing similar services) for last three years (i.e 2019-20, 2020-21 and 2021-22)

Signature of competent authority with Seal

Section III: Prequalification Requirements of the Bidder

Following are the specific pre-qualification requirements which should be satisfied by the bidder for being primarily considered for bidding for aforementioned services at SVNIT, at the terms & conditions, mentioned in the appropriate section in this document:

Sr. No	Details	Documentary Evidence Required to be attached	Compliance (Yes/No)	Corresponding Document as Proof in Prequalification Requirements Document Set on PAGE NO
1.	The Bidder shall necessarily be a legal entity either in the form of a sole proprietorship, partnership or a Limited Company registered under the Companies Act. Bidder in the form of JV/consortium may be permitted. A proof of status shall be submitted by the bidder.	Relevant documents		
2.	<p>Work Experience:</p> <p>The bidder must have minimum FIVE years of experience in the business of manufacturing/ supply/distribution of medicines as on the date of publication of this tender.</p> <p>Out of these five years, the Bidder should have work experience for at least ONE year in providing pharmacy services with at least ONE centrally funded technical institute/University/PSU.</p>	<p>Copy of experience in the business of manufacturing/ supply/distribution of medicines for last five years should be attached in form of work order/MOU, etc.</p> <p>Copy of work order/MOU related to pharmacy services with any ONE CFTI/University/PSU</p>		
3.	Satisfactory Performance Certification from EXISTING clients from minimum three organizations must be submitted which should contain minimum two clients mentioned at Sr. No. 2	Copy of satisfactory performance Certificate from clients where work order/MoU is in force		
4.	The bidder should have the minimum turnover of Rupees Fifty Lakhs of each	Copies of the Annual Audited Account		

	year during the last 3 financial years (i.e. 2019-20, 2020-21 and 2021-22). Bidders having multiple outlets & whose turnover is clubbed for accounting purpose will be allowed to participate in the tender. Their turnover will be taken as combined for all the outlets & not shop/retail outlet wise.	Statement along with certificate from C. A. firm mentioning turnover in providing services similar to the requirement.		
5.	Currently Valid Solvency certificate should be submitted of at least Rs. 1 lacs from any Nationalized/Public/Private Sector bank	Latest Certification from the bank (not older than 6 months)		
6.	The Bidder should have valid PAN number and GST number	Relevant Documents		
8.	The Bidder must not have been convicted by the State drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules as on the date of submitting the tender document.	Relevant certificate from the state drug controller or an affidavit stating that there is no case pending against the firm under drug Act & the rules made there under.		
9.	The bidder should have a currently active establishment/Warehouse/Godown within 100 kilometres (road route) of SVNIT, Surat	Relevant documents		

If complying all of the above conditions and appearing to be qualifying to bid, the prospective bidder shall provide appropriate documents stating compliance of the above, put them in a separate envelope along with a compliance statement stating compliance to all the above requirements, super scribe it with "Prequalification Requirements of the Bidder" and enclose it in the main envelope along with the techno commercial bid (which should be supplied in other separate envelope).

If the bidder fails to meet any of the above eligibility criteria/ fails to submit the adequate testimonials in support of the above mentioned requirement may be disqualified.

Place:

Signature of the Bidder

Date:

Name & Address of the Bidder with office Stamp

Section IV: Nature and Scope of Work

Sardar Vallabhbhai National Institute of Technology (SVNIT), Surat is a pioneer institute for technical education in India. It was granted the status of "Institute of National Importance" w.e.f. August 15, 2007. At present the institute offers six UG programs, Nineteen PG programs and Three MSc five year Integrated Programs including doctoral programs in all branches. Approximately 6000 students are enrolled in the institute.

The institute invites proposals for **Empanelment for Pharmacy Services at SVNIT, Surat** for a period of TWO years. However, based on the satisfactory performance of the bidder, the contract can be extended for a period of one year with the same rate, terms & conditions at the sole discretion of SVNIT, Surat.

Following specific requirements **MUST BE** agreed upon by the bidder:

Sr. No.	Scope of Work
1	The bidder will supply the ordered material within two working days from the date of receipt of the order. However, any urgent requirements will be met by the bidder without claiming any additional charges within one day (24 hrs) of the order.
2	The bidder will supply medicines having expiry period preferably one year but not less than six months. The bidder has to take back and replace the expired medicines in all cases.
3	In case of emergency to supply the alternate brand, the written permission of the authorized person is required. In all cases, only the best quality material must be supplied.
4	The bidder will get the consignment inspected at Health Centre, SVNIT Surat at the time of delivery. If any supplied items are of inferior quality or insufficient quantity or damaged condition, the items have to be taken back and immediately replaced. Any decision of the Institute in this regard shall be final.

I/We agree to fulfill each of the above scope of work.

Place:

Signature of the Bidder

Date:

**Name & Address of the Bidder with
office Stamp**

Section V: DECLARATION

Tender Ref. No.

Date:

I/We, the undersigned, declare that:

I/We have examined the tender document and its terms and conditions and we have understood the details.

I/We are ready to execute in conformity with the tender document and the contract in case we are found successful as attenderer.

Our bid shall be valid for a period of 90 days from the date of opening of price bid and we shall not revoke the same.

If our bid is accepted, we undertake to comply all other formalities as per tender document and work order.

I/We also declare that neither our firm/company/proprietorship concerned was blacklisted in past nor any of our office bearer was convicted in any court of law.

I/We accept all the terms and conditions of this Tender document and undertake to abide by them including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid you may receive.

I/We agree to fulfill each of the scope of work as mentioned in the tender document and contract.

Yours sincerely,

Place:

Signature of the Bidder

Date:

**Name & Address of the Bidder with
office Stamp**

Section VI: PRICE BID

[BOQ should only be placed in the Price-Bid cover. Not to be enclosed with the Technical Bid.]

I/We offer to supply the pharmacy items as described below at uniform discount on the Maximum Retail Price (M.R.P.) on the following categories:

Sr. No.	Category	Particulars	Percentage Discount offered on MRP	
			In figure	In words
1	A1	Allopathy, Ayurveda, Homeopathy medicines		
2	A2	Surgical items		
3	A3	Generic division medicines		

Note:

1. The BOQ template must not be modified/replaced by the bidder. However, if the bidder is not able to access and enter values in BOQ then the bidder must fill the section VI (this page) for submission.
2. The BOQ//section VI should be submitted in separate cover after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter Values only in the column for discount
3. Percentage discount will become applicable on the MRP mentioned and will be inclusive of GST, etc.
4. 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.
5. The Discount offered should be kept firm throughout the License Period /contract or during its extension period.
6. The billing value will be MRP minus Value of agreed Discount applied.
7. If required, the bidder may be called for negotiation in the discount offered on MRP

Place:

Signature of the Bidder

Date:

**Name & Address of the Bidder with
Office Stamp**

Section VII: INSTRUCTIONS TO THE BIDDERS

1. The bidder shall submit the tender **in two parts** consisting of Part-I (Prequalification Requirements of the Bidder) and Part-II (Financial Bid/Price Bid) and **EMD of Rs. 25,000/- (Rupees Twenty-Five Thousand only) need to be submitted along with tender documents. The payment should be in the name of Director SVNIT MHRD Fund.** The main sealed cover should contain within it, apart from the other required documents/items, the following at least three envelopes viz.
 - i. A sealed Envelope super scribed as “Prequalification Requirements of the Bidder”
 - ii. A sealed envelope to contain the Demand Draft for EMD.
 - iii. A sealed Envelope super scribed as “Finance Bid/Price Bid”
2. Tenders should be enclosed in a sealed cover, super scribed “**Tender for Empanelment for providing Pharmacy Services at SVNIT, Surat**” addressed to the “Director, Sardar Vallabhbhai National Institute of Technology, Ichchhanath, Surat–395007.”
3. It should very clearly be noted that any bid without these three envelopes, enclosed in the main envelope, will be treated as an incomplete bid and is liable to be rejected.
4. The tender documents without the Earnest Money Deposit will be rejected. EMD shall not bear any interest and will be refunded on request only to the bidders who do not qualify or receive the work order. The payment of EMD amount is mandatory to participate in tendering process irrespective of nature of firm/company/organization etc.
5. The tender documents with earnest money deposit previously for any other tender will not be considered and in such case tender will be rejected.
6. Duly filled in tenders are to be reached this institute within the date & time mentioned in the Notice Inviting Tender. The tenders received after due date and time will be rejected.
7. The tender shall be valid for 90 days for acceptance from the date of opening of the bid & withdrawal in between shall entail the forfeiture of Earnest Money.
8. Bidders registered with Ministry of MSME as per Public procurement policy for Micro & Small Enterprises (MSE) order 2012 are exempted from payment of EMD provided that the registration Certificate issued by concerned agency should be submitted along with the bid and it must be valid as on close date of tender. Micro small or medium enterprises who have applied for registration or renewal of registration but have not obtained the valid Certificate as on close date of tender are not eligible for exemption.
9. Category of the Bidder, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co- Operative Society etc. along with following documents:
 - i. In case of Proprietary Firm, attested copy of affidavit of Sole Proprietary.
 - ii. In case of Partnership Firm, attested copy of Partnership deed along with amendments if any and proof of registration if any.
 - iii. In case of Limited Companies, Memorandum, Articles of Association, Certificate of Incorporation, Authorized, and Subscribed and paid up capital.
 - iv. In case of Co-Operative Society, attested copy of the certificate of registration from the Registrar of Co- Operative societies. If required, the original documents will have to be produced for verification.

10. Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorized by other partners. Tender by Joint Stock Company shall be signed in the name of the company, by a person duly authorized on its behalf. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the company is duly authorized to do so, shall accompany the tender. Tender submitted without furnishing the full particulars or tender documents without strictly adhering to the directions given herein shall be rejected.
11. Information, if any, about officer of the firm/ Company being an employee, past or present or relationship of any employee of SVNIT, Surat with Proprietor, Partner – Director of the firm is to be furnished.
12. Information, if any, about the bidder or any of the Proprietor, Partner, Director, Shareholders or their spouse working as contractors in SVNIT, Surat or any Government Department/Public Undertaking being debarred is to be furnished.
13. No claim of any nature on any ground on inadequate information or knowledge or misunderstanding or otherwise in such respects will be admissible, later on.
14. Disqualification of bids:
 - i. If it is found during processing of the Tender or execution of contract the bidder or his representative has resorted to corrupt, fraudulent practices including misrepresentation of facts and/or fudging/forging/tampering of documents, the bid submitted by the bidder shall be disqualified and a ban or any further business dealings shall be imposed for a specified period of time.
 - ii. If it is found during the validity of the Contract that the bidder or his agent/representative or any other person claiming interest under him, indulges in any malpractice/activity prejudicial in the interest of the SVNIT or detrimental to the SVNIT, equipment and property, the said Contract may be terminated at once and a ban on any further business dealings shall be imposed for a specified period under the laid down procedure of the Company.
15. **Bidder's Background:** Persons convicted for any criminal offence involving moral turpitude/economic offences (other than freedom struggle) would not be eligible for execution of Contract and if such a person procures any Contract by suppression of information, it will be cancelled.
16. The bidder must comply all the pre-qualification conditions mentioned in section III under the head "**PRE QUALIFICATION REQUIREMENTS OF THE BIDDER**" and must agree to the scope of work provided in section IV.
17. **BID OPENING PROCEDURE:**
 - i. The Part-I offer of those bidders, whose EMD is found in order and submitted as prescribed, will be opened on specified date & time by the Committee authorized by the competent authority of SVNIT Surat for prequalification requirements. In absence of applicable EMD (unless proof of exemption under specific rules is submitted) the tender will be considered as invalid and other parts will not be opened.
 - ii. If the bidder does not satisfy any of the prequalification requirements as listed in section III, their tender will be disqualified for further consideration.
 - iii. The financial bids of those bidders who are technically qualified, shall be opened by the Committee on the specified date and time.
18. Tenders containing overwriting or erasing, without authentication with full signature of the bidder in the pages(s) of Price Bid and amount/ quantity not shown in figures and words will be liable for rejection.

19. The rates quoted in the tender by the bidder shall be **infigure as well as in words**. In case of discrepancy in the rate(s) amount between figure and words, the value written in words shall be taken as finally quoted rate(s) / amount.
20. The price bid not received in the prescribed format shall be liable for rejection.
21. The rate in the tender shall cover/include all statutory duties/taxes/levies, as on date of tender, including GST.
22. Tenders must consider all the expenses related to travel and delivery of order. No alteration in price should be done once the tender is filled.
23. Conditional tenders either in Part-I or Part-II of the tender shall be liable to be rejected.
24. Any request from the bidder in respect of additions, alterations, modifications, corrections etc. of either terms and conditions or rates of his tenders after opening of the tenders, shall not be entertained under any circumstances. If the bidder withdraws his tender after opening of the tender, but before the expiry of the validity period of the Bid, the Earnest Money shall be forfeited. The rates quoted once will be treated as final. No alteration either in rates or in tender documents will be entertained.
25. By submitting a tender, the bidder will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached and he has taken into account all conditions and difficulties that may be encountered during its progress /execution. Any complaint in this regard after submission of offer shall not be entertained.
26. Canvassing in any form is strictly prohibited and tenders submitted by the tender who resort to canvassing, will be liable for rejection.
27. Authority of SVNIT reserves the right to accept /reject any or all tenders without assigning any reason thereof or divide the work with multiple parties(bidder).
28. Tender documents are nontransferable.
29. Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-Operative Society etc. formed after floating date of the tender are not eligible for participating in the tender.
30. It shall be the responsibility of the persons/firms submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the SVNIT website and no change is made therein before submission of their tender. In the event of any doubt regarding the terms and conditions/formats, the person concerned may seek clarifications from the authorized officer at SVNIT, Surat. In case any tampering/Unauthorized alteration is noticed in the tender submitted from the tender document available on the website, the said tender shall be summarily rejected.
31. The duration of the contract shall be initially for a period of TWO years. However, based on the satisfactory performance of the bidder, the contract can be extended for a period of one year with the same rate, terms & conditions at the sole discretion of SVNIT, Surat.
32. The successful bidder must deposit a Security Deposit of Rs. 50000/- (Rupees Fifty Thousand) at the time of accepting the work order within 15 days of receipt of work order. The contract/MOU will commence only after Security Deposit is deposited. And the EMD of Rs. 25,000/- submitted by the successful bidder will be released within one month after finalization of contract subjected to submission of Security Deposit.
33. Security deposit shall be released, upon request from the bidder, only after the satisfactory completion of duration of work order. No interest will be paid on security deposit, in case of any default on the part of the bidder, the security deposit will be forfeited and the decision of SVNIT authorities in this regard will be treated as final and abiding to the bidder.

34. At any time prior to the deadline for submission of bids, SVNIT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
35. All prospective bidders should keep looking at the CPPP (Central Public Procurement Portal) e-publishing for information concerning the changes/amendments on the website. No claim of any nature on any ground on inadequate information or knowledge or misunderstanding or otherwise in such respects will be admissible, later on.
36. It is compulsory to attach all the mentioned and required documents at time of submission of tender. No additional attachment is permitted later on.
37. All documents along with tender form must be numbered. (1...n) and corresponding page number must be entered in the pre-qualify sheet, no further clarification will be entertained.
38. Before submitting the tender, the bidder should ensure that the details/documents are submitted as per the checklist at Annexure-1.
39. The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
40. SVNIT reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification
41. Dispute, if any will be subject to Surat jurisdiction only.
42. Payment Terms:
 - a) No advance Payment will be released.
 - b) Payments can be claimed twice a month (every fortnight). Payments of the bills presented will normally be made within 30 days from the date of presentation of the bill (after verification of the bills). However, the successful bidder shall make no claim from SVNIT Surat in respect of interest or damages in case the payment is delayed for any reasons.
43. Prices: The rates quoted shall remain unchanged throughout the period of work order/MoU.
44. Breach of Contract:

If, for any reason whatsoever, the successful bidder after getting the Work order has committed breach of the term(s) and/or condition(s) contained in the Work Order/MoU and/or failed to comply with the terms and conditions as stipulated in the work order/MoU or amendment(s) and unable to provide services as per the requirement of the institute, penalty @10% of the monthly bill will be deducted and if the same is repeated multiple times, the competent authority has the right to terminate the contract and forfeit the Security Deposit.
45. The bidder is required to submit one-month notice period, if desires to terminate the services during the period of work order/MoU, failing to which the Security deposit shall be forfeited.

Date:

Signature of competent authority

Place:

with Seal

Section VIII: CHECKLIST FOR BIDDER

Sr. No.	Particulars	Yes/ No	Page No.
1.	Have you filled in and signed the details and enclosed relevant documents?		
2.	Have you read and understood various conditions of the tender and willing to abide by them?		
3.	Have you submitted the EMD of Rs. 25,000/- (Refundable)		
4.	Have you taken prints of all the sections of the Tender in the A4 paper size and signed on all pages of the Tender document?		
5.	Have you attached proof of having met the eligibility criteria?		
6.	Have you attached self-attested copy of the documents to show the financial status of the bidder?		
7.	Registration with Government bodies like IT, GST, and Legal Entity – Have you attached a copy of each of the certificate?		
8.	Have you attached the self-attested experience certificate issued by the organization/ Govt. Depts. If any?		
9.	Have you attached the proof of authorization to sign on behalf of the bidder?		
10.	Has your Technical Bid been submitted as per the requirements of the Tender?		
11.	Has your Price Bid submitted as per requirement of tender?		
12.	Have you submitted the tender documents in two parts within the respective cover?		

Signature of Bidder

Section-IX : GENERAL CONDITIONS OF CONTRACT

A. DEFINITIONS

1. **Approved** means approved in writing, including subsequent written confirmation of previous verbal approval.
2. **Company** means Sardar Vallabhbhai National Institute of Technology Surat. (SVNIT)
3. **Competent Authority** means Head of the institution.
4. **Contract** means the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Scope of Work showing approximate quantities, tender submitted by the tenderer including his price offer, Performance Guarantee Bond and other bonds, Letter of Acceptance, Work Order and any communication having the effect of amendment of the contract, and the contract agreement or MoU, unless otherwise specified.
5. **Contract Rate/Price** means the sum named in the tender that has been accepted subject to such additions thereto or deductions there from as may be made in course of the tender evaluation or thereafter.
6. **Contractor** means “the Bidder” whose tender has been accepted and includes the Contractor’s authorized representative, successors, permitted assignees, legal heirs.
7. **Director** means and includes Director of SVNIT-Surat or his authorized representative.
8. **Duration of contract** means the period stipulated in the contract or work order and includes any extended period thereof, if any made through by a written communication.
9. **SVNIT** means Sardar Vallabhbhai National Institute of Technology, Surat represented through authorized officer for this contract or Director as the case maybe.
10. **Authorized officer/Representative** means and includes Director, Deputy Director, Chief Medical Officer, Medical Officer, Registrar, Deans, Wardens, HODs, Deputy Registrar, Asst. Registrar, Faculties of SVNIT authorized or designated for this contract.
11. **Notice in writing** or written notice including notice in digital mode means a notice in written, typed or printed characters sent or emailed (unless delivered personally or otherwise proved to have been received) by registered post / courier (with POD) to the notified address or the Registered office of the addressee, or the contractor’s site office and shall be deemed to be sufficient service if so sent or left at that address.
12. **Terms and Conditions** means the special condition of the contract (SSC) and the General conditions of the contract (GCC) herein mentioned and other stipulations incorporated in any part of the tender document and / or agreement.
13. **Tender** means offer against enquiry / advertisement / Notice Inviting Tender submitted by the tenderer in single part or in multiple part like Techno- commercial part, price bid part.
14. **Tenderer** means and includes the person or firm or company who have submitted valid tender and also includes its authorized representatives, heirs, executors, administrators, successors and assignees as approved by the employer.
15. **Work** means all work given in the Scope of Work in the tender documents and includes any associated work

required for fulfillment of the Scope of Work and as set forth and required by the specifications and also such additional instructions issued from time to time during the progress of the work.

16. Words importing the singular only shall include the plural and vice versa. Where the context requires words importing person shall include firms and companies and viceversa.

17. Cartel: Cartel means quoting price in connivance so as to influence the bid.

B. ASSIGNMENT AND SUB-CONTRACTING

18. The contractor shall not assign the contract, or any part thereof, or any benefit or interest therein without prior written consent of Engineer.

19. The contractor shall not sub-contract the works/service without written consent of SVNIT and such consent if given shall not absolve the Contractor from responsibility, liability or obligation under the contract and he shall be responsible for the acts defaults or neglects of any sub-contractor, his agents, servants, or workman as fully as if they were the acts defaults, neglects of the contractor, his agent, servants or workman.

C. CONTRACT DOCUMENTS

20. Documents mutually explanatory: The several documents forming the contract are to be taken as mutually obligatory of one another, and interpreted harmoniously, and in case of ambiguities or discrepancies, the same shall be clarified by SVNIT who shall thereupon issue to the contractor instructions / directions indicating the manner in which the work is to be carried out.

21. Further instructions: The representative of SVNIT shall have full power and authority as delegated to him to issue to the contractor, from time to time during the progress of the work, such further instructions as shall be necessary for the purpose of proper and adequate execution of the work and the Contractor(s) shall carry out and be bound by such further instructions.

D. GENERAL OBLIGATIONS OF THE CONTRACTOR

(a) **Sufficiency of tender:** The contractor shall be deemed to have satisfied himself before submitting tender as to the correctness and sufficiency of his tender for the works/service and of the rates stated in the tender schedule which shall cover all his obligations under the contract and all matters things necessary for the proper completion and maintenance of the work.

(b) **Bankruptcy and breach:** A contract if the contractor shall become bankrupt or have an order for appointment of any receiver made against him or shall present any position bankruptcy or shall make an arrangement with / or assignment in favor of his creditors or shall agree to carry out the contract under committee of inspection of his creditors or being a corporation shall go into liquidation (other than voluntary liquidation, for the purpose of amalgamation, absorption or reconstruction) or if the contractor shall assign the contract without the prior consent of SVNIT Surat or it is found that the contractor

(i) has abandoned the contractor

(ii) Without reasonable excuse has failed to commence the work or has suspended the progress of the works/service for 3 days after receiving written notice to proceed or,

(iii) is not executing the works/service in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contractor,

(iv) has to the detriment of good workmanship or in defiance of SVNIT instructions to the contrary sublet any part of the contractor,

(v) Otherwise failed to perform his part of the contract according to the true intent and meaning thereof.

Then SVNIT may after giving 3 days' notice in writing to Contractor, enter upon the site and expel the Contractor therefrom, without thereby avoiding the Contractor or releasing the Contractor from any of his obligations or liabilities under the contract or affecting the rights and powers conferred on SVNIT or otherwise available under the law, may appoint any other Contractor to complete the work at the cost and risk of the Contractor. However, on happening of any eventualities as per above sub clause (i) to (v) the SVNIT shall be at discretion to terminate the contract by giving 3 days' notice and the contract shall stand/ terminated w.e.f the 8th day from the date of issue of notice. In any of the eventualities mentioned above in (a) to (e), SVNIT shall have the right to take possession of the plants and machineries of the contractor and realize the dues by sale of the said plants and machineries, equipments.

(c) **Illegal gratification , breach of contract**: The contract may also terminated and the Contractor shall be liable to make good any loss or damage resulting from such cancellation, if any bribe gratuity, gift, loan reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any person employed by SVNIT in any way directly or indirectly interested in the contract or if the Contractor has committed a breach of any of the terms of the contract.

(d) **Cartel**: If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled.

(e) **Final Certificate**: The contract shall not be considered as completed until a Final Certificate have been signed and issued to the contractor stating that the works/service have been completed in accordance with the terms of the contract & contractor has submitted a no dues certificate evidencing closure of contract.

(f) **Notice**:

i. **Service of notice on contractor**: Any notice given to the Contractor under the terms of the contract shall be served on his representative by registered post / courier/ E-Mail or by hand or its Registered office or at the Contractor's site office.

ii. **Service of notice on SVNIT**: Any Notice to be given to SVNIT under the terms of contract shall be served by sending the same by Registered Post / courier at the office of Registrar SVNIT Surat - 395007.

iii. **Change of address**: Any change of address of the contractor shall immediately be notified to the Registrar of SVNIT Surat.

(g) **Safety**:

i. The contractor will be responsible to ensure safety of the people working under them.

ii. Except in special circumstances (to be recorded in writing and with due approval) the contractor will not be allowed to employ subcontractor / petty contractors.

(h) **Policing of the work**: Should the general conduct of the works/service including the Premises of SVNIT under occupation of the Contractor lead to violation of any of the provisions of the Indian penal code either in consequence of riotous or illegal proceedings of the contractor's labor or supervising staff or others to such an

extent as to necessitate the deployment of Special Police or Magistrate the cost of such extra forces is to be defrayed by the Contractor and not by the employer.

- (i) **i. Law in Force in Relation to Contract:** The contract or amendments thereof entered into between the Employer and the contractor under the contract shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to contracts.

ii. Legal Compliance: the contractor shall comply with all statutes, rules, regulations, by law, orders of statutory authority including but not limited to compliance of:

Payment of wages Act. (Linked to Govt. of India), Minimum wages Act. (Linked to Govt. of India), Maternity benefit Act. (Linked to Govt. of India), Shops & commercial establishment Act., EPF Act., ESI Act, Contract labor (R&A) Act & such other laws if applicable to execution of the contract in question as employer of this staff engaged / deployed in execution.

- (k) The contractor shall not allow any visitor on the work sites, without the prior permission of SVNIT.

- (l) Order will be placed to one party on the basis of artist preference followed by L-1 quotation. However, all the tenderers may be required to explain / justify the basis of their quoted price as and when asked for. In case, any tenderer fails to justify his quoted price or refuses to co-operate in this regard, they will not be considered for participating in the retendering and his bid will be disqualified.

If a tenderer quotes unworkable rates and is considered for placement of order, the party will be asked to justify the rate quoted.

- (m) **ARBITRATION:**

i. Reference of Disputes to Conciliation / Arbitration: All disputes or differences arising out of the contract, except disputes or differences for which separate provisions for their resolution have been made in the contract ('excepted matters'), shall be settled by Conciliation or Arbitration in accordance with the Arbitration and Conciliation act, 1996, and the provisions made hereinafter in this article. Such dispute shall first be referred to Conciliation but a Conciliator selected mutually by the parties, who shall also decide the fees / remuneration and the rules of procedure, which shall be flexible.

ii. Appointment of Arbitrator: In the event of failure of conciliation, dispute will be referred to an arbitral tribunal comprising a sole arbitrator to be appointed by the Director, SVNIT Surat. Upon receipt of notice for arbitration, The Director SVNIT shall support three names to the Contractor to select one of them to act as sole Arbitrator.

In the event the party fails to intimate one of those persons within fifteen days from the date of intimation of the three names then Director, SVNIT will be at liberty to appoint any one out of the said three persons as the sole arbitrator.

The Arbitrator(s) shall hear the cases independently and impartially and shall not represent the interest of any party. The Arbitrator shall, from the time of his appointment and throughout the arbitral proceedings and without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality. However, merely because he is or has been an employee by one of the parties, it shall not be a disqualification for a person to be an arbitrator.

iii. The arbitral tribunal shall be free to determine its own rules of procedure, which it shall state at the beginning

of the arbitral proceedings, and shall follow such procedure thereafter.

Arbitrator(s) may, in consultation with the parties, also determine the manner of taking evidence, the summoning of expert evidence, and all such matters for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to fees as may be agreed by the parties and also the expenses as per actual. The seat of the tribunal shall be at Surat, but if necessary, the tribunal can hold the proceedings at other places, for convenience in recording evidence.

iv. Work to continue during Conciliation / Arbitration: Work under the contract shall be continued by the Contractor during the arbitration proceedings and recourse to arbitration shall not be a bar continuance for the work.

(n) AMENDMENT:

Except to the extent expressly set forth in the Contract, no change in modification, in any form whatsoever, shall be valid or enforceable unless it is in writing on stamp paper of requisite value and signed by the party to be charged therewith or its duly, authorized representative.

(o) JURISDICTION: the competent court at Surat shall have the exclusive jurisdiction upon any matter arising out of this contract.

BID PREPARATION

- i.** Bidder should take into account any corrigendum published before submitting their bids.
- ii.** Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- iii.** 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 need to be submitted. Any deviations from these may lead to rejection of the bid.
- iv.** Bidder, in advance, should get prepares the bid documents to be submitted as indicated in the tender documents as per schedule.

CORRIGENDUM OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the institutions reserve the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the website and CPPP and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

SPECIAL CONDITIONS OF CONTRACT

- i.** The contract price is inclusive of all taxes and duties including G.S.T. The bidder must bear all incidental cost/tax connected to the execution of the contract.
- ii.** Successful bidders may be called for negotiation on quoted discount rate, if required, by the institute.
- iii.** The work shall be awarded after negotiation, if any, based on maximum discount offered on M.R.P. of each categories (A1/A2/A3) of pharmacy services described in price bid. Depending on the quoted discount, the work order can be awarded to one or multiple parties for each category.
- iv.** The tender may be cancelled without assigning any reason and EMD shall be returned within one month of cancellation of the Tender.
- v.** Revocation/withdrawal from tender at any stage before or after opening of price bid shall entail forfeiture of EMD.
- vi.** No change in price will be entertained due to any reason.
- vii.** All disputes shall be subjected to Surat jurisdiction only.
- viii.** The tenders should be submitted by speed post/Reg. post/courier/Hand delivery etc only at the address mentioned in section I on or before the date and time indicated.

OTHER TERMS & CONDITIONS

- The firm/Agency after award of contract shall mobilize its resources for execution of the work as per terms of contract.
- **Work to the satisfaction of SVNIT**: The contractor shall execute the work efficiency and complete it in all respects in accordance with the contract terms and conditions and shall comply with and adhere strictly to the instructions and directions on any matter in accordance to the terms of the contract.
- **Security Deposit**: Security Deposit of Rs. 50000/- (Fifty thousand) to be submitted immediately after placement of work order and will refunded after satisfactory completion of work order/MoU. Any dues of the institute shall be adjusted/ recovered from such Security Deposit. The Security Deposit amount will not attract any interest.
- **INDEMNITY**- The bidder shall indemnify SVNIT against any claim, order, and demand, made by competent authority & in case SVNIT was asked to comply such order / direction, SVNIT shall be entitled to recover/ adjust the said amount from the dues of the bidder.

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