



Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 284, Telangana, India

Phone: 040-23016773

Website: www.iith.ac.in , Email: office.admin@iith.ac.in

Tender No. IITH/172/MS/Pharmacy/2023, dated. 19.06.2023

NOTICE INVITING TENDER

Indian Institute of Technology Hyderabad invites online bids from the reputed pharmacies in a two-bid system to run a Pharmacy at **IIT Hyderabad**.

The Tender Document can be downloaded from <https://eprocure.gov.in/eprocure/app>.

. OR Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app>.

OR Institute website- <https://iith.ac.in/tenders>.

The bid is to be submitted online only through the E-procurement portal of <https://eprocure.gov.in/eprocure/app>.

up to the last date and time of submission of tender.

SCHEDULE OF DATES :

Sr.No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	19/06/2023	17:00 Hrs
2	Bid Submission Start Date	20/06/2023	09:00 Hrs
3	Bid Submission Close Date	10/07/2023	15:00 Hrs
4	Opening of Technical Bids	12/07/2023	15:00 Hrs

No manual bids will be accepted. All quotations (both Technical and Financial) should be submitted online through CPP portal of <https://eprocure.gov.in/eprocure/app>.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact details of the helpdesk are +91 0120-4711 508, +91 0120-4200462, +91 0120-4001002, +91 0120-4001005 and support-eproc@nic.in .

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:
<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

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 need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the

bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact details of the helpdesk are +91 0120-4711 508, +91 0120-4200462, +91 0120-4001002, +91 0120-4001005 and support-eproc@nic.in.

**

TENDER SCHEDULE

1. Online Tenders are invited by the Director, IIT Hyderabad from experienced registered reputed firms/Cooperative Societies having a valid license **to run a Pharmacy at the campus hospital of IIT Hyderabad.**
2. **The Contractor shall engage certified personnel for the job:** The Contractor shall engage only trained and certified personnel for the job.
3. **Period of Contract:** The contract will be initially for a period of one year and may be extendable for a further period of two more years on yearly basis on mutual consent.
4. **Value of the Contract:** THE VALUE OF MEDICINES DISBURSED TO THE INSTITUTE AT PRESENT IS IN THE RANGE OF Rs. 5.75 Lakhs month.
5. **Bid Validity Period:** The bids shall be valid for a period of 90 days from the date of their opening.
6. **Visit to the Campus:** The bidder is requested to visit the campus to acquaint themselves of the work to be carried out before submission of their bids.
7. **Eligibility Criteria:**

- a. The bidder must be a firm operating a retail chain of pharmacies in any of the 'X' class cities (For example cities like Ahmedabad, Bangalore, Chennai, Delhi, Hyderabad, Kolkata, Mumbai, Pune etc) of India or an authorized distributor of the retail chain. The bidder or the authorized distributor should have pharmacies operating at Hyderabad.
 - b. The bidder shall have a minimum of (05) year experience in this line of business.
 - c. The bidder must hold a valid Drug License on the date of bid opening under the provisions of the Drugs and Cosmetics Act, 1940, and The Drugs and Cosmetics Rules, 1945.
 - d. The bidder or its associated companies must not have been convicted by Drugs Controls Authority and no case should be pending under the Drugs and Cosmetics Act and Rules. *[A declaration to that effect is to be furnished along with the bid]*.
 - e. The bidder must have a registered/branch office in Hyderabad.
 - f. In addition, the bidder shall have an annual turnover of Rs. 1.50 crore per year during last three financial years, i.e. 2019-20, 2020-21 and 2021-22. A Certificate from CA is to be furnished.
 - g. The bidder shall submit a copy of filed ITR for the last three financial years i.e. 2019-20, 2020-21, and 2021-22.
 - h. A declaration that no case is pending against the firm/bidder 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.
8. **Tender fee:** The bidders have to submit tender fee (non- refundable) of **Rs. 590/- (Rupees Five Hundred Ninety only) (including GST)** in the form of Demand Draft/Banker's Cheque or payment online from any commercial Banks of a scheduled bank in the name of Director, IIT Hyderabad valid for 180 days from the date of or Online Payment through the e-Procurement portal mapped to IIT Hyd Account. The Scan Copy of the Proof of Payment made is to be uploaded online on the CPP Portal should be submitted along with technical bid.

Alternatively, bidder may also deposit the Tender Fee amount to the Institute account mentioned below and upload scan copy of proof of payment along with their bid.

Bank Name: SBI
Bank Account No. : 30412797764
Account Name: Indian Institute of Technology Hyderabad
IFSC Code: SBIN0014182
Branch: IITH Kandi.

9. **Earnest Money Deposit:** EMD of **Rs.25,000/- (Rupees twenty five thousand Only)** in the form of Demand Draft/Banker's Cheque/ Bank guarantee or payment online from any commercial Banks of a scheduled bank in the name of Director, IIT Hyd valid for 180 days from the date of or Online. The Scan Copy of the Demand Draft /Proof of Payment made online should be uploaded along with technical bid.

Alternatively, bidder may also deposit the EMD amount to the Institute account mentioned below and upload scan copy of proof of payment along with their bid.

Bank Name: SBI
Bank Account No. : 30412797764
Account Name: Indian Institute of Technology Hyderabad
IFSC Code: SBIN0014182
Branch: IITH Kandi.

The original document (other than online payment) should be posted/couriered/given in person to the **Management Services Section of IIT Hyderabad (A-222B, Academic Block-A, IIT Hyderabad, Kandi, Sangareddy-502284)** on or before opening of Technical Bid. In case of non-receipt of original document before the due date of opening of technical bid, the uploaded bid will be summarily rejected.

The firm registered with NSIC/MSME must furnish proof of registration along with their quotation failing which the bid will not be considered.

Exemption from submission of Bid Securing Declaration against valid and relevant NSIC /MSME Certification is permitted, however it shall be subject to scrutiny by the IITH and if during scrutiny, it is found that the NSIC Certificate is invalid and/or irrelevant, then that bid is liable to be rejected as “not-accompanying EMD”. Therefore, Bidders claiming exemption from EMD/Bid Securing Declaration against NSIC certificate, should ensure the same carefully, while submission of their bids.

Note: If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/Guidelines/ Directives with a copy of such notification. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted along with the Technical Bid.

i) The BIDDER who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit Performa invoice of their principals for this tender.

ii) The successful BIDDER, on award of contract / order, must send the contract / order acceptance in writing, **within 7 days** of award of contract.

iii) Bids submitted without Bid Securing Declaration / relevant MSME/NSIC Certificates will be rejected & no correspondence in this regard shall be entertained.

10. Performance Security Deposit: For due performance of his/their obligations under the contract, during the validity, the successful bidder shall have to deposit a Security Deposit equivalent to **1 year's License Fee**, which will be free of interest, before commencement of the contract. This security deposit is to be furnished in the form of Bank Guarantee as per the format furnished by the Institute, from any of the Nationalized or scheduled banks. The security deposit will be forfeited in case of breach of contract. After successful completion of the contract, the security deposit will be refunded without interest within 60 days after adjusting dues if any to the IITH from the Licensee.

11. Bid Submission Process: The bids are to be submitted **online** in a two-bid system.

a) The online Envelop clearly marked as “**Technical Bid – Envelop -1**” shall contain all the scan copies of the original documents of **Technical Bid**. The Technical Bid should be

accompanied by scanned copies of the documents required under the said Bid including the duly signed tender document. The format of Technical Bid is attached at **Annexure-A**.

- b) **The “Commercial Bid – Envelop-2”**- shall contain the **Price Bid**. After verification of Technical Bid, Price Bid of those bidders who qualify the Technical Bid stage, will be opened. The format of Price Bid is attached at **Annexure-B**
- c) Failure to comply with these instructions renders the tender/bid automatically disqualified.

12. Bid Evaluation of Process:

- a) At first stage, the Technical bids shall be opened on due date and technical evaluation shall be carried out based on the details furnished by the bidders in support of tender terms& conditions and eligibility criteria etc.
 - b) In the second stage, the financial bids of the technically qualified bidders will be opened.
 - c) Institute may obtain confidential feedback from the clients of the eligible pharmacy/agency regarding the quality of services provided, etc.
 - d) The bidder who quotes the highest percentage of discount, will be awarded the contract.
 - e) In case more than one bidder offer the same highest discount percentage, the bidder who quotes the higher license fee will be awarded the contract.
13. Canvassing in connection with the tender is strictly prohibited and the tender submitted by the contractors who resort to canvassing will be summarily rejected. The bidders shall declare in writing that neither he nor any of them is, in any way related to any Faculty/officer of the rank of Under Secretary or above in IIT Hyderabad. The Director, IIT Hyderabad, reserves the right to reject any or all the tenders or to accept them in part or reject the lowest tender without assigning any reasons.

Registrar

~*~

GENERAL TERMS AND CONDITIONS

14. **SCOPE OF WORK:** IIT Hyderabad runs a Hospital to provide medical facilities to students, faculty and staff.
15. The successful bidder must establish and operate a full-fledged pharmacy in the space provided by the Institute and stock all required branded drugs as per the drug control act.

16. **Details of the Space:**

Location of the Space	Carpet Area of the Pharmacy
Ground Floor, Campus Hospital	206.59 Sqft.

17. **License Fee:**

- a. The minimum License Fee/Rent for running the Pharmacy at IITH is fixed i.e. **Rs. 12,027/- (Rupees Twelve Thousand Twenty-Seven only) per month** excluding GST. **GST will be extra.** However, the bidders may quote higher license fee above the minimum license fee fixed as above.
- b. Payment of license fee should be regular i.e. **on or before 7th of every month** for the previous month. In case of failure to pay the license fee regularly, it may result in breach of terms of agreement which would attract penal provisions viz forfeiture of Security Deposit.
- c. On allotment of the premises, license fee of one year should be paid in advance as Security Deposit. Besides payment of advance license fee, the bidder should pay monthly license fee regularly on the due date.
- d. The electricity and water charges (if any) shall be payable on actual consumption basis at the prevailing tariff. The operator will also be responsible for the maintenance, repair and /or replacement of all fittings and fixtures at its own cost. At the end of the contract, the space shall be handed over in the same condition of building including fixtures and fittings, plumbing etc., as it was given to the operator of the pharmacy. The operator of the Pharmacy shall not carry on any addition or alteration to the said demised premises without the prior written consent of the Institute authorities.
18. The successful bidder shall obtain the required drug license including Narcotic drugs, GST registration, etc. to run the pharmacy.
19. The Pharmacy operator shall provide 24X7 service to IITH exclusively on all 365 days including Sundays and holidays.
20. The contractor shall provide the services continuously as per the award of contract. In case of discontinuation of services by the agency in the middle of the period or non-satisfactory services, breach of any terms and conditions of the contract, non-compliance of the orders of the competent authority, etc. the contractor shall be liable for necessary legal action and the Institute at its discretion may forfeit performance security deposit of the firm.
21. Successful bidder shall employ adequate, authorized, and registered pharmacist (M.Pharm/B.Pharm/D.Pharm) to issue drugs at any time and need to have good training in

customer relationship. The operator Pharmacy shall produce a Registration Certificate of the qualified person (Pharmacist) engaged in dispensing of the medicines/drugs and comply with the standards of the Drugs and Cosmetics Act 1940 and Rules 1945.

22. Pharmacist should be deployed at the counter to issue the medicines at any time and one competent person (Manager) for billing in each shift. The degree of the pharmacists must be recognized by Pharmacy Council of India, and be displayed at the dispensing counter. The payment of salary, bonus etc to the deployed staff shall be borne by the licensee / operator of the pharmacy. In addition, a copy of the certificates of the staff must be submitted to IITH.
23. The operator of the pharmacy shall stock all medicines as recommended by the IITH Hospital doctors and the visiting specialists. Furthermore, the acceptable inventory of medicines supplied will only be from a set of reputed drug manufacturing companies/manufacturers. A tentative list of such companies is provided as Annexure-C. In all other cases the operator shall seek approval of the Head, Hospital Services to accept the offered brands for medicines. The medicines shall be procured ONLY from the authorized distributors of the drug company.
24. To the extent possible, the Pharmacy shall have standard generic medicines with the approval of the FIC / Medical Officer-in-charge.
25. The operator of the pharmacy, during the course of functioning, shall evolve a system to study the consumption of various drugs and their stock position. The consumption pattern of the drugs shall be submitted to the FIC Hospital/Medical Officer-in-Charge every month.
26. The bidder should quote a uniform discount on Maximum Retail Price (MRP) printed on the Strip/Bottle/Unit packed, in percentage term in respect of all drugs and medicines, for stocking and dispensing to the beneficiaries under the contract. The discount rate quoted shall be on the Maximum Retail Price (Inclusive of all applicable taxes) and shall remain valid for the entire duration of the contract/extension of the contract.
27. The discounts quoted in the tender shall be available to all medicines purchased at this pharmacy whether prescribed by IITH Doctor or not. The discount percentage shall be different for pharmaceutical items and surgical items. Both the discounts have to be quoted.
28. The operator shall only provide paper covers for the supply of medicine and no polyethylene/plastic covers are permitted for this purpose.
29. The Institute Hospital reserves the right to procure stock to issue certain drugs or materials directly from the vendors in certain cases, if the situation so warrants. And the bidder should maintain the records for the issue of the same to the beneficiaries.
30. No unauthorized person shall be allowed inside the pharmacy. A list of pharmacists and others working in the pharmacy must be submitted with their details including their passport size photo, educational qualification, pharmacy council registration, experience, address, contact mobile/phone no., and ID card etc. to FIC Hospital/Medical Officer-in-Charge for necessary permission and security pass. All those working in the pharmacy shall maintain the code of conduct and disciplined behavior required by the IITH. Any violation will lead to necessary action and cancellation of their IIT security pass.
31. Proper monitoring and safekeeping of items shall be done by the operator, IITH shall not be responsible for any theft in the Pharmacy.
32. The representative of the pharmacy will, as and when required, attend the meeting fixed by the Institute authorities.

33. The Manager should take up the responsibility of supervising the functioning staff, their activities and behavior towards the clients.
34. The medicines/drugs to be stocked/dispensed should have at least 75% of their shelf life or the expiry date. It means if a particular medicine has two-year life before the expiry date, the remaining time to the expiry date should at least be 18 months.
35. If any medicine prescribed by the doctor is not available, the pharmacy shall try to procure as soon as possible or latest by the next day morning. Failure to arrange the medicines within a maximum period of two days will attract penalty as mentioned in clause 41(c) below.
36. The operator shall submit weekly bills to F&A Section and the payment shall be released within 30 working days if no deficiency is noticed in the bill. The bill should be submitted along with a summary of all the issues, date-wise with the details like Prescription ID, Name of the Patient, Employee ID/ Student ID, name of the doctor, name of the medicine, quantity issued, MRP, discount, net rate, date of expiry, batch no, Manufactures name etc. Further, the bidder shall also submit a monthly statement showing the medicine-wise consumption during the period. Both the statements shall be submitted in soft and hard copy formats in MS-Excel.
37. The pharmacy shall operate in the best interest of the beneficiaries and follow good industry practices in this regard. The operator shall run the pharmacy itself and shall not subcontract or sublet to any other agency.
38. The Licensee / Operator of the pharmacy shall be responsible for all commissions and omissions in running the pharmacy and will be responsible for all legal consequences that may arise during the running of the pharmacy. The Institute shall not be held responsible for the outcome of its pharmacy activities provided by the Licensee.
39. The Institute Medical Officer will issue a REIMBUSABLE LIST of drugs/surgical items for issuing to the eligible IITH patients. No alteration in the list will be allowed without a written consent of the Institute Medical Officer.
40. The Licensee and his staff shall maintain the secrecy / privacy of the patients and violation of this will lead to termination of the contract and the Pharmacy/agency will be liable to be debarred for a period of 3 years besides other legal action that may be initiated against them as per law.
41. **Penalties for Violation of Terms and Conditions:**
 - a. **Penalty of Rs. 500/- (Rupees Five Hundred) for each day of delay** will be levied for non-payment of the monthly license fee, electricity, and water charges (if any) on due time.
 - b. In case of demand for specific brands of medicines, the same shall not be substituted. In exceptional cases when the specific medicine is not available due to unavoidable reasons, same may be communicated immediately to the Medical Offer of IITH for changes if possible. Medicines /brand should not be changed on its own by pharmacy else complaint can be registered by the beneficiary.
 - c. In the event of non-supply or late supply of common drugs complaint can be registered by the beneficiary with the Hospital in the register provided for this purpose. If there

are more than 3 complaints in a month, a penalty of Rs 1000/- for every three instances will be levied.

- d. The medicines/drugs to be supplied shall be of standard quality. In case it is found that a drug/medicine is expired or is near the date of expiry, found not of standard quality, substandard or spurious, the Pharmacy/agency will be liable to be debarred for a period of 3 years besides other legal action that may be initiated against them as per law.
42. The contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall keep the IIT Hyderabad indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expenses arising out of non-compliance of any of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, then IIT Hyderabad shall be entitled to recover any of such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
 43. The contractor shall not be allowed to transfer, assign, pledge or sub-contract its responsibilities, rights, and liabilities under this contract to any other agency without prior written consent of the Institute.
 44. **Commencement and Termination:**
 - a. The contract shall be commenced with effect from the date mentioned in the License by the Institute.
 - b. The contract may be terminated in any of the following contingencies:
 - i. On giving three months' Notice by either party **OR**
 - ii. On the expiry of the contract, without any notice. **OR**
 - iii. On giving one months' notice by the Institute at any time during the license period of the contract, in case the service rendered by the agency is not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for this services. **OR**
 - iv. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the contractor to any third party for sub-letting the whole or a part of the contract to any third party. **OR**
 - v. On contractor being declared insolvent by the competent Court of Law without any notice.
 - vi. In case of termination of the contract on the grounds mentioned at point No. iv & v above the Institute shall forfeit the Bank Guarantee/Security Deposit and the contractor shall not have any claim/right against the Institute.
 - c. During the notice period for termination of the contract, in the situations stated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.
 45. Institute reserves the right to reject the whole or any part of the bid without assigning any reason or to accept them in part or full.
 46. The bidder shall not be an employee or a close relative (including son, daughter, and siblings of self or spouse) of any employee of IIT Hyderabad.

47. **ARBITRATION:**

- a. In the event of any question, dispute/difference arising under the contract or in connection herewith (except as to matters the decision of which is specially provided under this contract) the same shall be referred to the sole arbitrator to be appointed by Director, IIT Hyderabad.
- b. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, Director IIT Hyderabad shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this contract and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- c. The expression Director, IITH shall mean and include an acting/officiating Director.
- d. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

48. **Jurisdiction:** All disputes or difference whatsoever arriving between parties out of or relating to means and operation of this contract or the breach there off shall be settled by Arbitrator. The agreement including all matter connected with this contract, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to executive jurisdiction of the Indian Courts at Hyderabad.

49. **Force Majeure:** The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of force Majeure.

- a. For purpose of this Clause, "Force Majeure" means an event beyond the control of the supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- b. If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contracts as far as is reasonably. Practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

50. Depending upon the need, requirement and specific circumstances, the Institute may prescribe, with prior consent of the other party / operator of the pharmacy, certain other conditions not specifically mentioned in this document. These conditions shall carry the same weightage as attached to all other conditions of the contract.

51. The Licensee / Operator of the Pharmacy shall notify the Institute of any material change in their ownership status and their shareholdings etc where such change would have an impact on the performance or obligation under this contract.

52. **Last payment:**

The last payment of the Pharmacy will be cleared only after obtaining clearance of any pending liabilities.

~~~

**TECHNICAL BID****A. Documents/details to be mandatorily submitted: -**

| <b>Sl. No.</b> | <b>Particulars</b>                                                                                                                                                                                                                                                                | <b>Details</b>         | <b>Submitted (Yes/No)</b> | <b>Pg. No.</b> |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------|----------------|
| 1              | Name of the Agency/Firm/Company                                                                                                                                                                                                                                                   |                        |                           |                |
| 2              | Registered address of the agency/firm/company<br>Tel. No:<br>Mobile No:<br>Email:<br>(Submit proof of address –Copy of latest Corporation Tax receipt OR copy of latest land line Telephone bill OR copy of latest Electricity bill OR copy of Lease Agreement etc.)              |                        |                           |                |
| 3              | Address of the Hyderabad Office of the agency/firm/company<br>Tel. No:<br>Mobile No:<br>Email:<br>(Submit proof of address –Copy of latest Corporation Tax receipt OR copy of latest land line Telephone bill OR copy of latest Electricity bill OR copy of Lease Agreement etc.) |                        |                           |                |
| 4              | Legal status- Individual/proprietary / partnership firm/ limited company/corporation etc.)<br>(Submit a copy of the appropriate registration certificate)                                                                                                                         | Legal status:<br>_____ |                           |                |
| 5              | Name, designation, and details of contact person.<br>Mobile No:<br>Email:                                                                                                                                                                                                         |                        |                           |                |
| 6              | Month and Year of commencement of Chemist business.                                                                                                                                                                                                                               |                        |                           |                |
| 7              | Statutory details of agency/firm/company (Photocopy of the Registration certificate )                                                                                                                                                                                             |                        |                           |                |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                |  |  |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|--|--|
| 8  | <p>a) Registration number of the firm (issued under Shops and establishment Act) and date of issue.</p> <p>b) In case of company registration number issued by Registrar of Companies and date of issue.</p> <p>c) Permanent Account Number (PAN)</p> <p>d) GST-Registration number.</p> <p>e) Profession Tax Registration number.</p>                                                                                                                                                                                                                                             |                                                                                                                |  |  |
| 9  | <p>a) Agency/firm/company should have an annual turnover of at least Rs. 1.50 crores in the Pharmacy/Chemist Service business alone for each of the last 3 financial years. Turnover certificate specifically having details of Pharmacy/Chemist Service business alone duly certified by the Chartered Accountant to be submitted.</p> <p>b) Income Tax Returns for the last three years.</p>                                                                                                                                                                                     | <p>i. FY 2019-20:<br/>Rs. _____</p> <p>ii. FY 2020-21:<br/>Rs. _____</p> <p>iii. FY 2021-22:<br/>Rs. _____</p> |  |  |
| 10 | <p>Agency/firm/company should hold a valid license issued by the Drug Controller Authority of the state running the Medical shop.</p> <p>(Valid for the entire contract period)</p> <p>Submit a copy of the license.</p> <p>Provide details.</p>                                                                                                                                                                                                                                                                                                                                   |                                                                                                                |  |  |
| 11 | <p>Agency/firm/company must not have been convicted by state drugs authorities and no case under the Drugs and Cosmetics Act and Rules against him should be pending.</p> <p>Non -conviction Certificate from the State Drug Controller or any other officer in the city delegated the powers by it to sign the Drug Licenses &amp; Non-Conviction Certificate. No other document including and affidavit/undertaking will be considered for this purpose.</p> <p>The Non-Conviction Certificate should be dated not more than 6 months prior to date of publishing of tender.</p> |                                                                                                                |  |  |
| 12 | <p>The bidder should not be currently debarred by any Government organization.</p> <p>An affidavit on non-judicial certificate should be submitted.</p>                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                |  |  |
| 13 | <p>Tender fee (Non Refundable)</p> <p>Refer general information.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                |  |  |
| 14 | <p>Earnest Money Deposit (EMD)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                |  |  |

|    |                                                                                                                                                                                                                                                |                                          |  |  |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|--|--|
|    | Refer general information.                                                                                                                                                                                                                     |                                          |  |  |
| 15 | All pages of the tender signed?<br>To be submitted with the Technical bid.                                                                                                                                                                     |                                          |  |  |
| 16 | In case the tender is signed by the person other than the sole proprietor / owner, authorization given by the Executive Body authorizing the officer /partner for signing the tender documents for this tender to be submitted on letter head. | Submitted/Not submitted/ Not Applicable. |  |  |
| 17 | Annexures- C to E                                                                                                                                                                                                                              |                                          |  |  |

**B. Details of Experience: Should be furnished in the following format-**

To be duly filled, signed and submitted in the Technical Bid by the bidder Details of all works of similar nature completed during the last three years.

| S.No | Name of work & Location | Name of the Organization | Scope of work | Cost of work in Lakhs | Period of Work | Name & Address of References with contact details |
|------|-------------------------|--------------------------|---------------|-----------------------|----------------|---------------------------------------------------|
|      |                         |                          |               |                       |                |                                                   |
|      |                         |                          |               |                       |                |                                                   |
|      |                         |                          |               |                       |                |                                                   |

I/We certify that the above information is true to the best of my/our knowledge and I/We do not have any relative of the rank of Under Secretary or equivalent working in IITH.

Signature of Bidder

along with the Seal of the company with date.

Date:

**Note:** Bidders have to fill all the details in Annexure-A (information, submission status and Pg. No.) and furnish the supporting documents for the points mentioned in Annexure-A (PREFERABLY IN A SINGLE PDF FILE).

~~~~

PRICE BID

Tender Ref. No. **IITH/172/MS/Pharmacy/2023**, dated.19.06.2023

The Excel sheet containing formats of BoQ with the following parts is available on CPP Portal. The bidders have to fill all the details and upload the same:

BoQ1: Discount Rates on Pharmaceutical items & Discount on Surgical Items

BoQ2: License Fee

- a) The successful bidder shall be the one offering the maximum discount on the pharmaceutical items only. In case more than one bidder offers the same highest discount percentage, the bidder who quotes the higher license fee will be awarded the contract.
- b) I/We, undertake to keep the above-quoted rate of discount on the Maximum Retail Price (MRP) (inclusive of all applicable taxes including GST) on all items stocked and dispensed valid till the duration of this contract/extension of the contract. No other taxes or charges shall be livable on the uniform discount quoted above by me/us.
- c) I/We, also undertake that the medicines/drugs shall be stocked as per the prescription of Medical Officers and Visiting Consultants of IIT Hyderabad Hospitals and dispensed as per the contract/extension of the contract and no "Substitute Medicines/Drugs (i.e. different generic composition)" will be stocked/dispensed without prior approval of the Head, Hospital services.

Signature of Bidder

along with the Seal of the company with date.

ANNEUXRE-C

Indicative List of Pharmaceutical Companies for procurement of medicines, which shall be acceptable to IITH:

1 Abbott Healthcare	28 Novonordisk
2 Abbott India	29 Panacea Biotech
3 Aristo Pharmaceuticals	30 Pharmed Ltd.
4 Astrazeneca Pharma	31 Serdia Pharmaceuticals
5 Bayer Zydus	32 Sun Pharma Industry
6 Biocon	33 Sun Pharma Lab
7 Blue Cross	34 Systopic Lab.
8 Boehringer Ingelheim	35 Troikaa Pharma
9 Cipla Ltd.	36 USV Pvt. Ltd.
10 Dr. Reddy's Lab	37 Wallace Pharma
11 Emcure Pharma	38 Win Medicare
12 Fourts India Ltd.	39 Zuventus Healthcare
13 Glaxosmithkline Ltd.	40 Zydus Healthcare
14 Glenmark Pharma	41 Eli Lilly India Ltd.
15 Indoco Remedies	42 Germon Remedies
16 Intas Pharmaceuticals	43 Franco Indian
17 IPCA Labor.	44 Pfizer Ltd.
18 Johnson & Johnson Ltd.	45 Merck India
19 Lupin Ltd.	46 Torrent Pharmaceutical
20 Micro Lab.	47 Unichem Ltd.
21 Midascare Pharma	48 Elder Pharmaceuticals
22 Modi Mundi Pharma	49 Cadila Pharma
23 Morpen Lab	50 Zydus Cadila
24 Mankind Pharma Ltd.	51 Sanofi India Ltd.
25 MSD Pharma	52 Jagsonpal Pharmaceuticals Ltd.
26 MSN Laboratories	53 Mayer Organics Pvt. Ltd.
27 Novartis Ltd.	

Declaration of Bidder

From:

(Complete Address of the bidder with Email/Phone/Fax & Mobile No.)

To

The Director,
 Indian Institute of Technology Hyderabad
 Kandi, Sangareddy
 Telangana- 502 284.

Dear Sir/Madam,

1. I/we hereby agree to run the pharmacy in the outlet provided at the Hospital of IIT Hyderabad as per the requirement of IIT Hyderabad as described in the SCOPE OF WORK section of the bid document.
2. I/we hereby offer to stock and dispense medicine at the Pharmacy of the Hospital, Hyderabad, as indicated in the bid notice, you may specify in the acceptance of bid at the rate in percentage given in price bid attached and agree to hold this offer open till I/we shall be bound by a communication of acceptance dispatched within the prescribed time.
3. I/we have understood the 'Instructions to the Bidders' 'SCOPE OF WORK' and ' Vendor Eligibility Criteria' and fully accept them.
4. I/we are fully aware of the nature of medicines/drugs required and my/our offer is to stock the Branded medicines/drugs of well reputed companies as indented by the Doctors of the Institute and dispense the same to the beneficiaries as per the prescription of the Doctors/Visiting consultants of the Institute in accordance with the requirements of IIT Hyderabad.
5. I/We agree to arrange supplies of branded standard quality medicines/drugs in accordance with the nomenclature. Specifications, packages and quantity indented by the Doctors of the Institute.
6. I/we agree to dispense the medicines/drugs to the beneficiaries of IIT Hyderabad by trained persons under the supervision of qualified professionals (Pharmacists) at all times.
7. I/we agree that the stocking and dispensing of aforesaid will comply with the provisions of the Drugs & Cosmetics Act, 1940 and rules 1945 made there under.
8. 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.

SIGNATURE OF BIDDER

ALONG WITH THE SEAL OF THE COMPANY WITH DATE

Letter of Consent and bid submission
(To be submitted on Bidder's letter Head)

Date: _____

To
The Director
IIT Hyderabad

Sub: Tender to run a Pharmacy at IIT Hyderabad

Ref: Tender Notice No . IITH/172/MS/Pharmacy/2023, dated.19.06.2023

Sir,

I/We hereby offer to run a Pharmacy at IIT Hyderabad, and hereby accept all the terms and conditions of your Tender. Further, I/We agree to abide by the terms & conditions of the Tender Notice and hold our bid open and valid till 90 days from the date of opening of the same.

2. I/We have understood and fulfilled Eligibility Criteria, General Terms and Conditions and Scope of Work, Technical Specifications and Special Conditions of Contract and am/are fully aware of the nature of the services required and my/our offer is to provide services strictly in accordance with the requirements of your Institute.
3. I/We fully understand that, EMD may be forfeited, I/We shall be blacklisted and debarred from future tendering process at the IIT Hyderabad if:-
 - a. I/We do not execute the contract documents within 7 (seven) days after getting information from IITH, or
 - b. I/We do not commence the work within 15 (fifteen) days after award of the contract to us from IITH,
4. This bidding document of mine/ours consists of _____ Nos. of pages in total.
5. Bidding documents and submission of Tender have been duly signed and attached herewith.
6. I/We know that acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

SIGNATURE OF BIDDER

ALONG WITH THE SEAL OF THE COMPANY WITH DATE

ANNEXURE – F

(The following declaration should be given on the letterhead of the bidder)

DECLARATION SHEET

1. I/We, _____ hereby certify that all the information and data furnished by me with regard to this tender specification are true and complete to the best of my knowledge. I/we have gone through the specification, conditions, and stipulations in detail and agree to comply with the requirements and intent of the specification.
2. I/We, further certify that I/We am/are the duly authorized representative of the undermentioned tenderer.
3. I, further certify that my company meets all the conditions of eligibility criteria laid down to take part in the tender. I, 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 and there are no adverse judgments by a consumer court against us.
4. I/We hereby declare that I/we am/are not a relative of any of the employees of the Indian Institute of Technology, Hyderabad. Nor do I/we have any relationship whatsoever with any of them.
5. I/we hereby certify that there is no police case/ vigilance enquiry pending against Partners of the firm or sole proprietor or company as the case may be, and that he has never been punished by any Hon'ble Court.
6. I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

SIGNATURE OF BIDDER

ALONG WITH THE SEAL OF THE COMPANY WITH DATE

Bid Securing Declaration Form

Date: _____

Tender No. _____

To

The Director,
IIT Hyderabad,
Kandi, Sangareddy-502284

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported with EMD.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)
Dated on _____ day of _____ (insert date of signing)
Corporate Seal (where appropriate).
