Sub:- Tender of an Outsourced Pharmacy at IIT Kharagpur to Supply Drugs and Allopathic Medicines.

Indian Institute of Technology Kharagpur, an Institute of Eminence, invites sealed two part bids from reputed Agency/Pharmacy with valid certificate towards the contract of supply drugs and allopathic medicines initially for a period of one (01) year. The contract may be extended for another four (04) years on yearly renewable basis on satisfactory performance and on mutual consent. The agency fulfilling the required criteria may send their proposals in two part bid system for empanelment with IIT Kharagpur.

Tender Document containing scope of work including technical details and other terms and conditions can be downloaded from the IIT Kharagpur's website www.iitkgp.ac.in and in CPP Portal https://eprocure.gov.in/eprocure/app under Tenders.

Indian Institute of Technology, Kharagpur (IIT KGP) will hold Pre-Bid Conference with all interested bidders for technical/scope of work and any other discussion/clarification. This conference will be held through ONLINE mode on 24.02.2022 at 4.00 PM. All interested bidders willing to participate in Pre-Bid conference are required to send their willingness to email ids dre@adm.iitkgp.ac.in, dyregsp@adm.iitkgp.ac.in and amondal@adm.iitkgp.ac.in by 05:00 PM on 23.02.2022. The interested bidders may also send their queries to said email ids within the mentioned date. The link for joining the online Pre-Bid conference shall be provided only to the interested bidders. If required, the tender document may be amended, after the Pre-bid conference which will be published on Institute website and CPP Portal.

Interested parties registered in India may submit their bids online under Two-Bids system (Cover 1: Technical Bid, and Cover 2: Financial Bid) as per General Terms & Conditions and other formats given in the tender are to be submitted in the Central Public Procurement Portal website https://eprocure.gov.in/eprocure/app on or before 16/03/2022 at 3.30PM. Apart from uploading the scanned copy of the Demand Draft of the Tender Fee/exemption certification in CPP Portal, the hardcopy of only Original Demand Draft of Tender Fee i.e. Rs. 1,000 (Rupees One Thousand Only) shall be submitted at the Office of Assistant Registrar, Establishment Section, Indian Institute of Technology Kharagpur, PIN – 721302, West Bengal within the last date of bid submission i.e. 16/03/2022 at 3.30PM. Bid received from any other mode shall not be considered for evaluation. Technical Bids will be opened on 17/03/2022 at 4.00PM.

The selection of agency will be based on a two-stage process. First, the Institute will short list the agencies on the basis of the meeting of the eligibility conditions as per the tender. Financial bids would be considered of the short-listed agencies only. The bidder will be selected based on highest offered percentage of discount on rates given by the vendor.

Sd/-
Registrar
For Director, IIT Kharagpur

Copy to:
1. Institute’s Website
2. CPPP
3. Notice Board
Presently, IIT Kharagpur is running an outsourced pharmacy to supply the medicines & drugs and these medicines are supplied to its beneficiaries. The approximate annual procurement budget for medicine is Rs.10 crores. IIT Kharagpur now desires to provide the prescribed medicines to the students, employees, retired employees and the dependent of employees through the outsourced mode for ensuring regular and steady supply of good quality medicines and drugs. Sufficient space is available in the hospital where “Outsourced Pharmacy” can be operated to ensure timely supply of the drugs and medicines against the prescriptions issued in prescribed format by the Institute Medical Officers and Visiting Consultants of IIT Kharagpur.

With this objective, IIT Kharagpur invites tenders from the eligible Pharmacy License holders/Chemists for opening of an outsourced pharmacy at IIT Kharagpur to supply drugs and medicines to the students, employees (existing & retired) and the dependents of the employees (existing) of IIT Kharagpur.

Only medicines approved by the competent authority and appliances viz., sling, cervical collar, lumbar corset should be available in the Pharmacy and no other items like cosmetic, sanitary items, food supplement etc., should be kept in the Pharmacy. Advertisement in any form of any product in Pharmacy or other products is not permitted. Business with outsiders or in cash is strictly prohibited. The medicine should be supplied only on production of valid Medical Record Book/indent slip/e-authorization issued by the appropriate Institute Authority.
### IMPORTANT INFORMATION RELATED TO TENDER

<table>
<thead>
<tr>
<th>Nature of Work</th>
<th>Tender of an Outsourced Pharmacy at IIT Kharagpur to Supply Drugs and Allopathic Medicines</th>
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<tbody>
<tr>
<td>Tender No and date</td>
<td>IIT/KGP/PHARMACY/2022 date: 14/02/2022</td>
</tr>
<tr>
<td>Bid Document fee / Tender Fee (Non-refundable)</td>
<td>Rs. 1,000/- (Rupees One Thousand Only)</td>
</tr>
<tr>
<td>EMD</td>
<td>Nil (However, bidder shall provide the Bid Security Declaration as per attached format)</td>
</tr>
</tbody>
</table>
| Mode of Payment to IITKGP (Tender Fee)                                         | i) Demand Draft to be drawn in favour of “Indian Institute of Technology Kharagpur”, payable at Kharagpur.  
                                  | ii) IIT Kharagpur will give exemption for submission of Tender Fee to the bidders, who are registered with MSME or Central Purchase Organization or startups as recognized by DIPP as per revised rule 170 of GFR-2017 only. However, proper and valid documents in this regard must be submitted by the bidders in support of their claim.  
                                  | Note:  
                                  | 1. Scan copy of DD (drawn on or before the last date)/ document of exemption for submission of Tender Fee should be uploaded on https://eprocure.gov.in/eprocure/app  
                                  | 2. Bidders should submit the original DD of Tender Fee within the last date/time of bid submission at the Office of Assistant Registrar, Establishment Section, Indian Institute of Technology Kharagpur, Kharagpur – 721302, West Bengal. |
| Pre-Bid Conference Date:                                                        | 24/02/2022                                                                                |
| Pre-Bid Conference Time:                                                        | 04:00 PM                                                                                  |
| Last date for submission of sealed tenders/quotations                           | 16/03/2022 at 3.30PM                                                                      |
| Pre-qualification & Technical Bid opening date/time                             | 17/03/2022 at 4.00PM                                                                      |
| Bid Validity                                                                   | 120 days from the opening of price bid                                                     |
| Contact details                                                                 | e-mail id: dre@adm.iitkgp.ac.in, dyregsp@adm.iitkgp.ac.in and amondal@adm.iitkgp.ac.in  
                                  | Ph. no: +91-3222- 282122                                                                  |
|                                                                                | +91-3222- 282174                                                                          |

**Note:-**

1. If the day falls on any Holiday, the date of any of the events mentioned above shall be on the next working day.

2. The Director, IIT Kharagpur reserves the right to reject any or all the quotation in full or part without assigning any reason thereof and without giving any compensation. The decision of the Director in this regard shall be final and binding to all.

3. The addendum/corrigendum, if any, shall be published on Institute’s website and CPP Portal only.

Signature & Seal of Bidder
1. **Minimum Eligibility Conditions:**

1.1 The pharmacy must hold Drug License. If required, the successful bidder should apply and procure a drug license from appropriate govt. agency/authority (under the provisions of The Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945 and as amended from time to time) for operating the proposed pharmacy at IIT Kharagpur **within sixty days from the date of award of contract along with the Registration under Shops and Establishment Act.**

1.2 The intending bidder must have experience in performance of similar nature of contracts continuously for last preceding three (03) years as on the tender submission deadline in Central/State Govt. Depts./Organization/PSUs or in reputed establishments/ Educational Institutions. **Client list with copies of Work Orders for completed and running work contracts shall be provided.**

1.3 The pharmacy should have 25 or more outlets within India. A complete list should be attached.

1.4 The bidder must have successfully executed/completed similar services, over the last three (03) years i.e. the current financial year and the last three financial years:
   i. One (01) contract worth Rs. 8 crores; or
   ii. Two (02) contracts worth Rs. 5 crores each; or
   iii. Three (03) contracts worth Rs. 4 crores each.

1.5 The average Annual Turnover of the Bidder should not be less than Rs.10 crores during the last three years.

1.6 The pharmacy must not have been convicted by any Drugs Control Authority under the Drugs and Cosmetics Act and Rules during last five years. A self-declaration is required.

1.7 The solvency certificate of Rs. 02 crores [as per Annexure II]

1.8 Copy of Income Tax Return (ITR) acknowledge of last three assessment years.

1.9 Copy of PAN card and GST Registration Certificate must be enclosed.

Bidders must submit the documentary proof in support of fulfilling the Minimum Eligibility conditions required for bidding. Simply an undertaking by the bidder for any item of the criteria shall not suffice the purpose. All documentary proof must be listed on the letter head of the Company/Firm.

**Note:** IIT Kharagpur will give exemption for submission of Tender Fee to the bidders, who are registered with MSME or Central Purchase Organization or startups as recognized by DIPP as per revised rule 170 of GFR-2017 only. However, proper and valid documents in this regard must be submitted by the bidders in support of their claim.
2. **Information for Bidder on e-Procurement:**

2.1. Help for Service Providers, FAQ, Information about DSC and Bidders Manual Kit containing the detailed guidelines for e-Procurement system are also available on Central Public Procurement Portal.[https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)

2.2. It is mandatory for all the bidders to have a valid Class-II/Class-III Digital Signature Certificate (in the name of person having power of attorney to sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA’s from the link www.cca.gov.in) to participate in e-Procurement of IIT KHARAGPUR.

2.3. It is mandatory for the bidders to get their firm/company registered with e-procurement portal https://eprocure.gov.in/eprocure/app to have user ID & password.

2.4. Tender documents will be available online on website https://eprocure.gov.in/eprocure/app which can be downloaded free of cost.


2.6. The tender documents shall be submitted online in the prescribed format given on the websites and technical bids received online shall be opened as per NIT or Corrigendum thereof. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in “Technical Bid”.

2.7. Bill of Quantities (BoQ) with rates duly filled in are to be submitted in the format provided online (.xls form) in the name of “Financial Bid”. **Hence, physical submission of the documents is limited to submission of original Tender Fee Deposit in the form of Pay Order/ Demand Draft.**

2.8. Representative of the bidder, who chooses to attend, may attend the online opening of the technical bids on the scheduled date and time of Bid opening. However, such representatives shall be allowed to attend the opening of the Technical Bids, only, if such person presents the letter of authority issued in his name by the bidder on his letter head.

2.9. Bidders cannot submit the tender after the due date and time of e-bid submission. Time being displayed on Central Public Procurement Portal https://eprocure.gov.in/eprocure/app (“Server System Clock Time”) shall be final and binding on the bidder. e-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.

2.10. The bidders are advised to submit their e-bids well before the e-bid due date. IIT KHARAGPUR shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems.

2.11. The Technical and Financial Bid shall be digitally signed by the Authorized Signatory of the bidder & submitted “on-line” only. The authorized signatory of the bidder must be in possession of Power of Attorney before submitting the digitally signed bid. Scanned copies of various documents can be prepared in .pdf file format.

2.12. Any tender received without original Bid Security Declaration and Tender Fee of tender documents shall not be considered and shall be summarily rejected.

2.13. IIT KHARAGPUR reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and
to accept/reject any or all tenders without assigning any reasons thereof. IIT Kharagpur’s assessment of suitability as per eligibility criteria shall be final and binding.

2.14. Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of IIT Kharagpur in this regard shall be final and binding.

2.15. The Tender fee shall be received at the Office of

   **Assistant Registrar**
   **Establishment Section**
   **Indian Institute of Technology Kharagpur,**
   **IIT Kharagpur-721302, West Bengal**

2.16. Financial Bid (Cover 2) shall be submitted in .xls (Excel file) only through ONLINE mode in CPP Portal. Disclosure of price/discount in any other mode shall result in disqualify the bid. A sample of BoQ is placed at **Annexure - VIII.** however, no figures are to be filled in the sample BoQ, else bid will be rejected.
3. **Scope of Work**

3.1 IIT KHARAGPUR, a fully residential premier technical institute under MOE, GOI with student strength of about 14000 and employee strength including the dependents family members of existing employee and retired employee including spouse of about 6000. The institute provides medical facilities to students, existing employees including the dependents of the existing employees & retired employees along with spouse.

3.2 The Outsourced Pharmacy will sufficient stock the branded drugs and medicines of reputed companies as prescribed by the Institute Medical Officers and the Visiting Consultants and dispense the same to the beneficiaries of the Institute. The institute will disburse the price of the medicine to the Outsourced Pharmacy at the agreed discount rates. Firm/Pharmacy should ensure to stock of several life saving drugs/medicines as per standard CGHS guidelines from time to time.

3.3 **The Pharmacy can sell medicine to the students and employees of the Institute against the prescription of a registered medical practitioner at the agreed discount rates on production of identity card/medical record book issued by IIT Kharagpur. In such case, name and admission number (for students)/Employee Code (for employees) shall be mentioned in the cash memo issued for this purpose.**

3.4 The Pharmacy shall install the computerized billing system for issuing/selling medicine. The computerized stock checking and billing system shall be so designed that it can be integrated with the MIS/ERP/equivalent system installed at IIT Kharagpur, if required.

3.5 The Pharmacy shall raise the bill on fortnightly basis and IIT Kharagpur after scrutiny of the bills submitted by the pharmacy shall make payment to the pharmacy.

3.6 **The Outsourced Pharmacy will function and operate round the clock every day (24X7). Modern Pharmacy/Chemist Medical Appliances Shop of high ethical and esthetic standards within the premises on discounted rates.**

3.7 Pharmacy will ensure use of bar-coding on each item and optical scanner at point of sales.

3.8 Expenditure on establishment of shop, broadband Internet connectivity, telephone etc. shall be borne by the Pharmacy. The Institute will provide electricity, water on payment basis as per applicable rates of the Institute.

3.9 The selected pharmacy shall arrange and will be responsible for all clearances/formalities including drugs license from State Drug Controller for opening the chemist shop in the allotted space. This may also include narcotics license at a later stage and the application for the same should be applied within 10 days after receiving the contract with an intimation to the IIT Authority.

3.10 The selected pharmacy shall be responsible for making available adequately qualified staff in sufficient numbers in the shop as per the provisions of Drugs and Cosmetics Act, 1940 & Rules made thereunder.

3.11 The authority of IIT Kharagpur will specify the number of counter at BCRTH.

3.12 The pharmacy should deploy adequate number of manpower at the counters to minimize the time of disbursement of Medicines from the counter.

3.13 The pharmacy shall take adequate arrangement to make the premises clean/sanitized and adhere the SOP of Covid-19 guidelines that may be in force.
3.14 The pharmacy shall follow the National Guidelines for pharmacy house keeping and maintain proper and aesthetic stacking arrangements.

3.15 Selling non-medical health-related items would require approval of the Institute Authority.

4. General Terms & Conditions:

4.1 **Period of Contract:** The contract shall be initially for a period of one (01) year and may be extended for another four (04) years on yearly renewal basis based on satisfactory performance and on mutual consent. The contract should be awarded yearly renewal basis on satisfactory performance basis from the date of the signing of the contract. However, in case of unsatisfactory service and performance, it is liable to be terminated by giving one month’s notice.

4.2 **Right to Accept / Reject any Bid:** The Director, IIT Kharagpur reserves the right to accept any bid, and to annul the bidding process and reject all bids at any time without incurring any liability thereby to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action taken by IIT Kharagpur. The Director, IIT Kharagpur does not pledge himself to accept the highest discount offering bid or any bid and reserves to him the right of accepting the whole or any part of the bid and bidder shall execute the scope of work.

4.3 **Performance Security Deposit:** The Outsourced Pharmacy shall deposit a Performance Bank Guarantee (PBG) of Rs. 30,00,000/- for a period of 14 months from the date of award of contract. Further, the PBG may be extended in case of the renewal of the contract period.

4.4 **Corrupt or Fraudulent Practices:**

a. IIT Kharagpur, requires that the bidder under this bid observes the highest standards of ethics during the procurement and execution of such contracts.

b. In pursuance of this policy, the terms are set forth as follows:

i. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution.

ii. “Fraudulent Practice” means misrepresentation of facts in order to influence the procurement process or execution of a contract to the detriment of the IIT Kharagpur, and collusive practice among bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the IIT Kharagpur, of the benefits of the free and open competition;

c. IIT Kharagpur will reject a proposal for award if it founds that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

d. IIT Kharagpur will declare a firm ineligible, either indefinitely or for a specified period of time, for the award of the contract, if at any time it determines that the firm has engaged in corrupt and fraudulent practices in competing for or in executing the contract.

4.5 **Pricing:** The bidder should quote uniform discount on Maximum Retail Price (MRP) printed on Strip / Bottle / Unit packed in percentage term in respect of all drugs and medicines, for stocking and dispensing to be made under the contract (including the non-reimbursable medicines on the prescription). The quoted

Signature & Seal of Bidder
rate/offer shall be inclusive of all applicable taxes including GST and shall remain valid for the entire duration of the contract/extension of contract except any changes by Govt. of India.

4.6 **Physical visit of the Site:** The bidders are free to visit the provisions of the Pharmacy outlet at the Institute and physically verify the premises during the working hours with the permission of the Principal Medical Officer (PMO)/Head of B.C. Roy Tech. Hospital, IIT Kharagpur.

4.7 **Force Majeure:**

   a. The “Force Majeure” means an event beyond the control of the Licensee and not involving the Licensee’s fault or negligence and not foreseeable. Such event may include, but are not limited to, war or revolution, fire, floods, quarantine restrictions and freight embargoes.

   b. If a Majeure situation arises, the Licensee shall promptly notify the IIT Kharagpur in writing of such condition and the cause thereof. Unless otherwise directed by the IIT Kharagpur, in writing, the Licensee shall continue to perform its obligations under the Contract Deed as far as is reasonably practical and shall seek all reasonable alternative means for performance of obligations not prevented by the Force Majeure event.

4.8 **Miscellaneous**

   a. The appointed Outsourced Pharmacy will, as and when required, attend the meeting fixed by the Institute authorities or by the Institutes Committee.

   b. The Outsourced Pharmacy should have its own approved letter pad, rubber stamp, seal etc.

   c. Only Qualified Pharmacists shall dispense the medicines/drugs at the Pharmacy outlet of the Institute.

   d. **The Outsourced Pharmacy shall make necessary arrangement of exchange of Data related to medicine disbursement including identification of the patient, identification of prescription, description of medicine like Name, batch number, quantity, price and any other relevant information to and from the Institute ERP system or any other software implemented by the Institute for hospital management from time to time. This should be implemented within three months of the award of the contract.**

   e. **The Outsourced Pharmacy shall make necessary arrangement of home delivery of medicine of prescriptions, advised through Telemedicine system of IIT Kharagpur within the IIT Kharagpur Campus.**

   f. The Outsourced Pharmacy shall produce Registration Certificate of the qualified person (Pharmacist) engaged in dispensing of the medicines/drugs and comply with the standards of Drugs and Cosmetics Act 1940 and Rules 1945 as amended from time to time.

   g. Besides, the Pharmacy should engage/appoint one Manager/Supervisor, who shall be responsible to communicate with the beneficiaries/Institute directly and shall act as point of contact.

   h. An outlet to run the Pharmacy will be provided at the Institute. It shall be the sole responsibility of the Outsourced Pharmacy to furnish the outlet with necessary furniture and any alteration or modification (Civil / Electrical), may be done with prior approval of IIT Kharagpur.
i. A monthly License fee as per applicable rate of the Institute for the Pharmacy Outlet and electricity/water charges as per actual will be charged and should be paid by 10th of every month by the Outsourced Pharmacy. In case of failure to pay the License fee and electricity charges within the stipulated date, a penalty at the rate of Rs.100/- per day will be charged.

j. The Outsourced Pharmacy shall personally run the Pharmacy as per the contract agreement and should not sublet.

k. The possession of the premises (Pharmacy Outlet) granted to the Outsourced Pharmacy shall continue with the IIT Kharagpur and the license shall be given only to stock/disperse the medicines/drugs.

l. No advance payment shall be made to the successful bidder, by IIT Kharagpur in any form or under any circumstances.

4.9 Establishing the Outsourced Pharmacy: The Outsourced Pharmacy shall run the pharmacy in the outlet provided inside the premises of B.C. Roy Technology Hospital, IIT Kharagpur and should be established immediately by the successful bidder after signing the agreement of Contract at his own cost.

4.10 Dispensing as per Prescription

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

b. The prescription slip duly signed by the Medical Officer(s) or the institute appropriate authority may contain both reimbursable and non-reimbursable medicines. The outsourced pharmacy shall be required to provide both types of medicines/drugs and recover the cost of non-reimbursable drugs/medicines directly from the patient, while the cost of reimbursable drugs/medicines shall be included in the bill to be raised in accordance with clause 4.14 mentioned below. The discount would be available on the non-reimbursable medicines also on the prescription on same rate.

c. The dispensing job should be done by a registered pharmacist (qualified person).

4.11 Non Substitution: In case of prescription for specific brand of medicines, the brand shall not be substituted. Items in prescription, if unavailable at any given time must be delivered to the patients within 24 hours of the date of prescription. Late deliveries of prescribed medicines, extending beyond two days will be counted as negative performance.

4.12 Packed Supplies: The medicines/drugs are to be dispensed as per the original packing of the manufacturer.

4.13 Life Period of Medicines Supplied: Every medicine has its own shelf-life period mentioned on the label of medicine as per standard CGHS guidelines from time to time.

4.14 Presentation of Bills: The Outsourced Pharmacy shall present the bills together with prescriptions to the Principal Medical Officer/Head for the dispensing made during each fortnight (1 to 15 & 16 to 30/31) within ten days of closing of each respective fortnight. The bill should clearly indicate the details of the dispensing made each day such as name of the item, name of the manufacturer, batch number, date of manufacture & expiry date, name of the patient, Admission Number (for students)/Employee Code (for employees), prescription slip with date, discount as per contract etc. and any other information as required by authorities of IIT Kharagpur from time to time.
**Note:** Bills, incomplete in any respect and not accompanied by any of the particulars mentioned above, will not be entertained.

4.15 **Period upto which Supply Orders will be placed:** Supply orders will be placed against the contract up to the last date of the contract. Indent/Prescription received even on the closing date should be honoured in accordance with the terms of the contract, even though the last date of the contract may have expired on the date of supply of medicines.

4.16 **Penalty / Forfeiture of Performance Security:** The amount of money from the Performance Security Deposit shall be liable to be forfeited, if the medicines/drugs, etc. are not as per the indent of the Medical Officers of the institute or not conforming to quality.

The amount of money from the Performance Security Deposit shall be liable to be forfeited, if the Outsourced Pharmacy:

a. Fails to adhere to the terms and conditions of the contract, or
b. Stocks/Dispenses any sub-standard, spurious drugs or the substitute medicines, or
c. Delayed supplies, or
d. Overcharges.

**The outsourced pharmacy should not stop the supplies of the medicines/drugs without giving three months’ notice to IIT Kharagpur.**

4.17 **Deductions for Delay /Default**

a. In case of prescription for specific brand of medicines, the same shall not be substituted. If any such case is noticed during subsequent scrutiny after or before the payment, then the outsourced pharmacy will be penalized with Rs.1,000 + cost of the specific brand of medicines for each such default.

b. The prescribed medicine/drugs should be made available at the prescribed outlet within 24 hours of the presentation of prescription. Delayed supply of any medicine without proper justification will attract appropriate penalty.

c. The stock of Lifesaving drugs/medicines as per standard CGHS guidelines from time to time should be available immediately on placing the indent/demand.

4.18 **Termination for Default:** IIT Kharagpur may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the contract in whole or part:

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

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

c. If the bidder, in the judgment of the IIT Kharagpur, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

4.19 **Supply/Stock/Dispensing of Medicines/Drugs.**

a. Sufficient stock of branded and standard quality of medicines/drugs at all time as prescribed by the Medical Officers of the Institute will have to be maintained by the outsourced pharmacy, to avoid inconvenience to the students, employees and their dependents of IIT Kharagpur. The stock of life saving drugs/medicines as indicated must be available on placing the demand/indent immediately.

Signature & Seal of Bidder
b. In case of failure or refusal by Outsourced Pharmacy to stock/dispense the medicines/drugs to the beneficiaries within the time and manner as provided in clause 4.11 and 4.17 (b), the contract is liable to be terminated/ cancelled at the Outsourced Pharmacy's risk and cost. Any extra cost involved in arranging the supply from alternate source will be recovered from the Outsourced Pharmacy.

c. The medicines/drugs to be stocked / dispensed will be of standard quality. In case it is found that any particular medicine’s date is expired or is near to the date of expiry, or is found not of standard quality, or is substandard or spurious, appointed Outsourced Pharmacy will be liable to be debarred for a period of 3 years besides other legal actions that may be initiated. In case the Outsourced Pharmacy fails to stock prescribed medicines/drugs, IIT Kharagpur will be entitled to procure the same from the distributors and the Outsourced Pharmacy will be liable to reimburse in full the price so paid by IIT Kharagpur.

4.20 **Indemnity:** The bidder shall indemnify IIT Kharagpur against all such actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the IIT Kharagpur in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job safety measures prevalent in India and will free IIT Kharagpur from all demands or responsibilities arising out of accidents or loss of life, the cause of which is the bidder's negligence. The bidder will pay all the indemnities arising from such incidents without any extra cost to IIT Kharagpur and will not hold the IIT Kharagpur responsible or obligated. The IIT Kharagpur may at its own discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

4.21 **Payment:** The authorized Outsourced Pharmacy shall claim fortnight payments. Payments of the bills presented will normally be arranged as early as possible from the date of presentation of the bill. However, the Outsourced Pharmacy shall make no claim from IIT Kharagpur in respect of interest or damages in case the payment is delayed for any reasons.

4.22 **Arbitration:** The contract shall be based on mutual trust and confidence. Both the parties shall agree to carry out the assignment in good faith. If any dispute or difference of any kind shall arise between IIT Kharagpur and the Outsourced Pharmacy in connection with or arising out of the contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, the matter shall be referred to a sole arbitrator to be appointed by the Director, IIT Kharagpur, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (No.26 of 1996). The fees, if any, for the arbitration including arbitrator fees, if required to be paid before the award is made and published, shall be borne equally by both parties. The Arbitrator's award shall be final and conclusive.

4.23 **Jurisdiction:** The Court of Kolkata in the State of West Bengal only will have the jurisdiction to deal with and decide any legal matters or disputes what-so-ever arising out of this contract.

4.24 **Notices:** Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing by registered post or by facsimile and confirmed by original copy by post to the other party's address as below:
### TECHNICAL BID DOCUMENT

**FORMAT TO BE FILLED BY THE AGENCY FOR SUBMITTING TENDER**

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description</th>
</tr>
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| 1     | (a) Name of the Organization/Firm, location of Head Office with complete address with Telephone /Fax no and email address  
      (b) The Regional/Zonal Office with complete address with Telephone /Fax no and email address  
      (provide details on letter head) |
| 2     | The pharmacy must hold Drug License |
| 3     | The intending bidder must have experience in performance of similar nature of contracts continuously for last preceding three (03) years as on the tender submission deadline in Central/State Govt. Depts./Organization/PSUs or in reputed establishments/ Educational Institutions. **Client list for completed and running work of contracts.** |
| 4     | The pharmacy should have **25 or more outlets within India.** A complete list should be attached. |
| 5     | The bidder must have successfully executed/completed similar services, over the last three (03) years i.e. the current financial year and the last three financial years;  
      i. One (01) contract worth **Rs. 8 crore**; or  
      ii. Two (02) contracts worth **Rs. 5 crore each**; or  
      iii. Three (03) contracts worth **Rs. 4 crore each**. |
| 6     | The average Annual Turnover of the Bidder should not be less than **Rs.10 crore** during the last three years. |
| 7     | The pharmacy must not have been convicted by any Drugs Control Authority under the Drugs and Cosmetics Act and Rules during last five years. A self-declaration is required. |
| 8     | The solvency certificate of **Rs. 02 crore.** (Annexure – II) |
| 9     | Copy of Income Tax return acknowledge of last three assessment years. |
| 10    | Copy of PAN card and GST Registration Certificate must be enclosed. |
| 11    | Declaration (Annexure-III) |
| 12    | Affidavit (Annexure-IV) |
| 13    | Financial Information (Annexure-V) |
| 14    | Bid Security Declaration (Annexure – VI) |
| 15    | Letter of Authority (Annexure – VII) |
| 16    | Any other relevant document(s) |

Bidders are requested to attach all relevant documents in support of their claims (as above).

**Signature of Bidder with Seal**

Signature & Seal of Bidder
To
The Registrar
Indian Institute of Technology Kharagpur
Kharagpur 721302
West Bengal

Solvency Certificate

This is to certify that to the best of our knowledge and information, M/s................................. (address) .................. a customer of our bank is respectable and be treated as good for an engagement up to a sum of Rs......................... (Solvency amount) ........................ only as on.............. (Date of Certificate).

This Certificate has been issued without any risk and responsibility on the part of the Bank or any of its officers. This certificate is issued at the specific request of the customer.

Yours faithfully,

For....................... Bank
Bank Officer with designation
DECLARATION

1. I, -------------------------------- Son/Daughter of Shri ---------------------------------------
----------------------------------- Proprietor/Partner/CEO/MD/Director/
Authorized Signatory of M/s. -------------------------------- am competent
to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and
hereby convey my acceptance of the same.

3. The information/documents furnished along with the above application are true and
authentic to the best of my knowledge and belief.

4. I/we are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities
towards prosecution under appropriate law.

5. Each page of the tender document and papers submitted by my Company is authenticated,
sealed and signed, and I take full responsibility for the entire documents submitted.

6. I/we hereby conform and declare that I/we am/are not blacklisted/De-registered/debarred by any Government department/Public Sector Undertaking/Private Sector/or
any other agency for which we haveExecuted/Undertaken the works/Services.

7. I/we offer to stock the branded Medicines/Drugs of well reputed companies as prescribed
by the Medical Officers and the Visiting Consultants of the Institute and dispense the same
to the beneficiaries of IIT Kharagpur without any “Substitute Medicines/Drug” at the
percentage of discount quoted on all Medicines/Drugs, uniformly.

8. I/We undertake to keep the quoted rate of discount on the printed Maximum Retail Price
on all items stocked and dispensed valid till the duration of the contract/extension of
contract. No other taxes or charges, including GST, shall be levied on the uniform discount
quoted by me/us.

----------------------------------------------
Signature of the Authorized Person

Date: ------------------------
Full Name: ---------------------
Place: ------------------------
Company Seal: ---------------------

Signature & Seal of Bidder
AFFIDAVIT

I/ We _________________________________________________________________ (Name) Agency/ Partner / Sole Proprietor (strike out word which is not applicable) of the (Firm)

_______________________________________________________________

______________________________________________________________

_______________________________________________________________________

_______________________________________________________________________

do hereby solemnly affirm and declare that the individual firm/ companies are neither black-listed by the Union or State Government nor any partner/ Shareholder thereof is directly or indirectly connected with or has any subsisting interest in business of my/ our firm.

DEPONENT

Address:

_______________________________________________________________________

Verification:
Verified that the contents of above affidavit are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been kept concealed there from.

DEPONENT

Place:

Dated:

(Note: To be furnished on non-judicial stamp paper duly attested by the Oath Commissioner)

Signature of the Bidder with date and Seal
FINANCIAL INFORMATION

I. Financial Analysis

Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last three preceding years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details</th>
<th>Year ending 31st March</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2017-18</td>
</tr>
<tr>
<td>01</td>
<td>Gross annual turnover in the similar works</td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>Profit (+) / Loss (-)</td>
<td></td>
</tr>
</tbody>
</table>

1. Income Tax Returns.
2. Audited Account of the company for last three years.
3. Income Tax Pan Details.
4. GST No.

This is to certify that to the best of my knowledge and belief, the aforesaid facts and figures are correct and in conformity with the books of accounts of the establishment.

Dated: Signature of Chartered Accountant

with seal and membership number
BID SECURITY DECLARATION

1. I,  ----------------------------------------------------------Son /Daughter of Shri  --------------------------
   Proprietor/Partner/CEO/MD/Director/Authorized Signatory of M/s. --------------------------
   am competent to sign this Bid Security Declaration and execute this tender document and hereby declare that;

2. I understand that, according to your conditions, bid must be supported by a Bid Securing Declaration.

3. I accept that I will automatically be suspended from being eligible for bidding in any contract with IIT Kharagpur for a period equal to the duration of the contract for tender related to ‘Services’ and/or 01 to 03 years in case of ‘Procurement of Goods’ from the date of notification, if I am in a breach of any obligation(s) under the bid conditions, because I;

   a. have withdrawn/modified/amended, impairs or derogates from the tender during the period of bid validity specified in the bid document, or

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

4. I understand this Bid Securing Declaration shall cease to be valid if I am not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) 45 (forty-five) days after the expiry of the validity of my Bid.

Signature of the Authorized Person
Date: -----------------------
Full Name: ----------------------
Place: ----------------------
Company Seal: ---------------
LETTER OF AUTHORITY
(To be signed by the Head of the firm)

Shri/Smt ......................................................... working as ........................................... in (name of the Pharmacy).............................................................. has been authorized to sign the Tender Document No. IIT/KGP/PHARMACY/2022 dated: 08/02/2022 for the Outsourcing of Pharmacy activities at IIT Kharagpur on our behalf. He /She is also authorized to conclude the contract and take decisions whatever is necessary in connection with this tender.

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

Specimen Signature of Shri/ Smt.............................

Attested by:

Signature:
Name of the partner/ proprietor of Pharmacy with Stamp
ANNEXURE –VIII

SAMPLE BOQ
(TO BE QUOTED ON ONLINE PRICE BOQ ONLY)

Sub: A sample of BoQ is placed below. However, no figures are to be filled in the sample BoQ, else bid will be rejected.

<table>
<thead>
<tr>
<th>SL No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Discount (in %)</th>
<th>Total (in %)</th>
<th>TOTAL PERCENTAGE In Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Discount on the Maximum Retail Price</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.01</td>
<td>Uniform Discount offered in % on the MRP of the Medicines / Drugs</td>
<td>1.00</td>
<td>Percentage</td>
<td></td>
<td>0.00</td>
<td>Percentage Zero Only</td>
</tr>
</tbody>
</table>

Total in Figures | 0.00 | Percentage Zero Only |

Quoted Rate in Words | Percentage Zero Only |

IMPORTANT NOTE:
1. The bidder shall provide the offered discount in excel file in CPP Portal only. Disclosure of offered discount in any other mode shall result in disqualifying the bid.
2. The offered discount on the Maximum Retail Price (MRP) shall be uniform.
3. The contract will be awarded to the bidder who offer the highest percentage of discount on the MRP.

* * * * * * * * * * * * * * *