

**INDIAN INSTITUTE OF TECHNOLOGY  
(INDIAN SCHOOL OF MINES)  
DHANBAD**

**TENDER NOTICE**

**OUTSOURCING OF PHARMACY AT HEALTH CENTRE**

The Registrar, IIT (ISM) Dhanbad invites tender in two bid format from the reputed firms for opening an outsourced pharmacy at Health Centre, IIT (ISM) Dhanbad. The tender documents containing detailed terms and conditions can be downloaded from IIT (ISM) website (<http://iitism.ac.in/tendernew/viewtender.php>). The Technical and Financial bids duly filled up in all respects should reach the office of the **Deputy/Asst. Registrar (P&S), Indian Institute of Technology (Indian School of Mines), Dhanbad** on or before **1.00 PM of 25.03.2019**

Dated: February 22, 2019

  
Registrar

**INDIAN INSTITUTE OF TECHNOLOGY  
(INDIAN SCHOOL OF MINES)  
DHANBAD**

Tender No: HC/INS/339/18-19

Date: February 22, 2019

**Sub: Tender Notice for opening of an Outsourced Pharmacy at the Health Centre, Indian Institute of Technology (Indian School of Mines) (IIT (ISM)), Dhanbad to supply drugs and medicines**

1. Sealed tenders are invited from registered, licensed, experienced and reputed Pharmacy License holders/Chemists, having an annual average turnover of Rs. 0.10 crore during the last three years, i.e., 2015-16, 2016-17 and 2017-18 for opening of an outsourced pharmacy at the Health Centre, IIT (ISM), Dhanbad, for a period of three years from the date of signing of contract, subject to satisfactory performance and other conditions prescribed in the agreement.
2. The Bidding schedule, essential conditions, terms & conditions of agreement are prescribed in the Tender Document.
4. The tender details/document can also be downloaded from IIT (ISM) website: (<http://iitism.ac.in/tendernew/viewtender.php>). The quotation/tender should be sealed and superscribed "Tender for opening of an outsourced pharmacy at the Health Centre, IIT (ISM), Dhanbad" and should be sent to the 'Deputy /Asst Registrar (P&S), Indian Institute of Technology (Indian School of Mines), Dhanbad – 826004, Jharkhand, India'.
5. The sealed quotation/tender may also be dropped in the Tender box placed in the office of the Deputy/Asst Registrar (P&S), IIT (ISM), Dhanbad.
6. The sealed tender/quotation must reach the office of the Deputy/Asst Registrar (P&S), IIT (ISM), Dhanbad latest by 1.00 PM of 25.03.2019.
7. The quotation received after the last date and prescribed time would summarily be rejected. Quotations having incomplete information are also liable to be rejected.
8. The Director, IIT (ISM), Dhanbad 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 on all.
9. The bidders shall visit the IIT (ISM) website ([www.iitism.ac.in](http://www.iitism.ac.in)) regularly, for any amendments regarding this tender notification

Sd/-

Registrar

**INDIAN INSTITUTE OF TECHNOLOGY  
(INDIAN SCHOOL OF MINES)  
DHANBAD**

**OPENING OF AN OUTSOURCED PHARMACY AT THE HEALTH CENTRE, IIT (ISM),  
DHANBAD TO SUPPLY DRUGS AND MEDICINES**

Tender No: HC/INS/339/18-19

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**INDIAN INSTITUTE OF TECHNOLOGY  
(INDIAN SCHOOL OF MINES)  
DHANBAD**

**TENDER DOCUMENT**

FOR

**OPENING OF AN OUTSOURCED PHARMACY AT THE HEALTH CENTRE, IIT (ISM),  
DHANBAD TO SUPPLY DRUGS AND MEDICINES**

Tender No: HC/INS/339/18-19

Date: February 22, 2019

Indian Institute of Technology (Indian School of Mines) Dhanbad (IIT (ISM)), a fully residential premier technical institute under MHRD, GOI with student strength of about 7500 and employee strength (existing and retired) of about 4000. The institute Health Centre provides medical facilities to students, employees (existing & retired), and the dependents of the employees (existing & retired).

Presently, IIT (ISM) Dhanbad is procuring required medicines from the suppliers by entering into rate contract and these medicines are supplied to its beneficiaries. The approximate annual procurement budget for medicine is Rs.1.5 crore (Approx.). IIT (ISM) now desires to provide the prescribed medicines to the students, employees, and the dependent of employees from the Health Centre itself through outsourced mode for ensuring regular and steady supply of good quality medicine, rather than purchasing medicine on rate contract basis. Sufficient space is available in the Health Centre 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.

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

### **Bidding Schedule**

The detailed schedule for the same is as follows:

1.	Availability of Bid Documents	Bid documents can be downloaded Free of cost from IIT (ISM) website ( <a href="http://iitism.ac.in/tendernew/viewtender.php">http://iitism.ac.in/tendernew/viewtender.php</a> )
2.	Pre-bid Meeting	On 06.03.2019 at 4:00 pm in the New Conference Room of Admin Block, IIT (ISM), Dhanbad
3.	Amount of Earnest Money Deposit (E.M.D)	Rs. <b>30,000.00</b>
4.	Last date for submission of tender	<b>Latest by 1.00 PM of 25.03.2019.</b>
5.	Address for submission of tender	Deputy/Asst Registrar (P&S), Indian Institute of Technology (Indian School of Mines), Dhanbad – 826004, Jharkhand, INDIA
6.	Date and Time of Opening of Technical Bid Documents	25.03.2019 and 4.00 PM hours
7.	Venue for Opening of Technical Bid Documents.	New Conference Room of Admin Block, IIT (ISM), Dhanbad
8.	Date and Time of Opening of Commercial Bid Documents	Date will be announced later on.

**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. It is the responsibility of the Bidder to ensure that their bids whether sent by post or by courier or dropped by person in the Tender Box should reach within the stipulated date & time.

## SECTION – I

### Instructions to Bidders

#### 1. SCOPE OF WORK

- a) The Outsourced Pharmacy will 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.
- b) **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 issued by IIT (ISM), Dhanbad. In such case, name and admission number (for students)/Employee number (for employees) shall be mentioned in the cash memo issued for this purpose.**
- c) **Sale of medicine to outsiders is strictly prohibited.**
- d) The Pharmacy shall install the computerized billing system for issuing/selling medicine. The computerized billing system shall be so designed that it can be integrated with the MIS system installed at IIT (ISM), Dhanbad.
- e) The Pharmacy shall raise the bill on monthly basis and IIT (ISM) after scrutiny of the bills submitted by the pharmacy shall make payment to the pharmacy.
- f) **The Outsourced Pharmacy will function round the clock every day (24 X 7). However, during night hours (10 PM to 10 AM) and holidays, restricted facility may be extended by the outsourced pharmacy.**

#### 2. ELIGIBILITY

- a) The Chemist / Firm must hold valid Drug License as on the date of Bid opening. In case the party does not have the requisite license, it must procure a valid drug license from appropriate govt. agency/authority (under the provisions of The Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945) for operating the proposed pharmacy at the Health Centre, IIT (ISM), Dhanbad **within sixty days from the date of award of tender.**
- b) The Chemist / Firm must **not have been convicted** by any Drugs Control Authority and no case should be pending under the Drugs and Cosmetics Act and Rules.
- c) The Chemist / Firm should have the experience for at least **Three years** in similar field as stated in the “**Scope of Work**”.
- d) The average Annual Turnover of the Bidder should **not** be less than Rupees 0.10 crore during the last three years, i.e., 2015-16, 2016-17 and 2017-18.
- e) The Outsourced Pharmacy shall be established and operated in the space provided in the Health Centre of IIT (ISM), Dhanbad.
- f) The Chemist / Firm should possess the proof of submission of latest GST Return.

#### 3. COST OF BIDDING

The prospective bidders shall bear all the costs associated with the preparation and submission of their bid. IIT (ISM), Dhanbad in no case will be responsible or liable for these costs regardless of conduct or outcome of the bidding process.

#### 4. PRE-BID MEETING

- a) A Pre-bid meeting open to all prospective bidders will be held as per the **Bidding Schedule**

in New Conference Room of Admin Block, IIT (ISM), Dhanbad wherein the prospective bidders will have an opportunity to obtain clarifications regarding work and tender conditions.

- b) The prospective bidders shall be free to ask for any additional information and clarifications concerning the work orally. The clarifications given will be common and applicable to all bidders.

## 5. AMENDMENT OF TENDER DOCUMENT OR ITS PROCEEDINGS

- a) The Tender Document or its proceedings may be modified or revised by IIT (ISM), Dhanbad at its own initiative by whole or a part by an amendment and will be published in the Institute web site ([www.iitism.ac.in](http://www.iitism.ac.in)) from time to time.
- b) No Notification in Newspapers would be made for any modification or revision of the tender document or its proceedings.
- c) IIT (ISM), Dhanbad may at its own discretion extend the last date for the receipt of bids.

**Note:** It is the responsibility of the Bidder to check the Institute website for any updates related to this tender notification.

## 6. BIDDING PROCEDURE, SIGNING AND SEALING OF BIDS

- 6.1. The bidder must submit his Bid in **two sealed envelopes** as mentioned below:

### **Envelope No. 1 :- "Technical Bid Envelope" it shall contain: -**

#### **(A) Earnest Money**

The Bidder is required to submit a Demand Draft of Rs. **30,000.00** (Rupees Thirty Thousand only) drawn in favour of "**The Registrar, Indian Institute of Technology(ISM), Dhanbad**" and payable at **Dhanbad**" as Earnest Money. The Demand Draft must be issued by a Scheduled Bank.

#### **(B) Documents establishing Bidders eligibility (Technical Bid)**

**The following documents should be submitted along with the Technical Bid in the sequence mentioned below. Each page shall be duly signed and serially numbered. Corrections or overwriting must be duly attested.**

- i. Photocopy of the Demand Draft by which Earnest Money has been submitted.
- ii. Duly attested copies of valid Licenses held by the bidder as on the date of Bid opening in specified forms for various categories of drugs/medicines issued by the Drugs Control Department, Govt. of Jharkhand under the provisions of The Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945. The successful Bidder will further ensure that their Licenses remain valid till the end of the contract / extension of contract period
- iii. Declaration of Bidder as per **ANNEXURE – B**.
- iv. Copy of the Partnership Deed if the bidder is a Partnership Firm. In case, the firm is registered under Companies Act, the copy of the Registration Certificate issued under Companies Act.
- v. Copy of PAN Card and GST/TIN Number Registration Certificate issued in the name of the firm.
- vi. Copy of the latest GST Return submitted by the firm.
- vii. Letter of Authority as per **ANNEXURE – C**.
- viii. An affidavit sworn in before the Notary Public 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.

- viii. Copies of the Balance sheet for the preceding three financial years, i.e., 2015-16, 2016-17 and 2017-18 to establish the turnover of the bidder.
- ix. An undertaking that the Bid shall be valid for acceptance for 120 Days after the date of opening of the bid and shall be further extendable by another 60 Days at the request of the Director, IIT (ISM), Dhanbad.
- x. In the bid documents, the parties should mention about their representation as authorized Stockiest/distributor of different medicine manufacturer, if any.

**Envelope No. 2:- “Commercial Bid Envelope” which shall contain:-**

Duly filled prescribed Bid form (Price Bid as per ANNEXURE A) containing the Discount offered by the bidder.

- 6.2. a) The Bid is liable to be rejected, if the information/documents have not been furnished as mentioned in **Clause - 6.1.**
- b) Individual signing the Bid and other Documents must specify whether signs as:
  - i. A sole proprietor of the firm, or constituted attorney of such proprietor.
  - ii. A partner of the firm, if it is a partnership firm and in this case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.
  - iii. An Authorized signatory of the firm, if the firm is registered under Companies Act.

**Note:**

1. In case of 6.2 b) (ii) above a copy of the Partnership Deed, General Power of Attorney, duly attested by a notary public and an affidavit to the effect that all the partners admit execution of the partnership and the General Power of Attorney be furnished.
  2. In case of 6.2 b) (iii) above a letter from the competent authority of the firm authorizing the individual to sign the Bid and other Documents on behalf of the firm.
  3. In case of Partnership, where no authority to refer disputes concerning the business or the partnership has been conferred on any such partner, the Bid and all other related documents must be signed by every partner of the firm.
  4. A person signing the Bid form or any documents forming part of the bid on behalf of another shall be deemed under warranty that he has authority to bind with his acts such other person. If on enquiry, it appears that the person so signing has no authority to do so, IIT (ISM), Dhanbad without prejudice to other Civil and Criminal remedies can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.
- 6.3. Both the Technical Bid and the Commercial Bid Envelopes shall be sealed separately and shall clearly indicate “Envelope No.1 – Technical Bid” and “Envelope No.2 - Commercial Bid” respectively. Both the sealed envelopes shall be kept in the “Third Envelope”, shall be sealed and super scribed “Opening of an outsourced pharmacy at the Health Centre, IIT (ISM) Dhanbad” and should be addressed to the “The Deputy/Asst Registrar (P&S), Indian Institute of Technology (Indian School of Mines), Dhanbad - 826004”.

**Please write the Tender Notification Number on each Envelope and seal all the Envelopes properly.**

**6.4 PERIOD OF VALIDITY OF BIDS**

The Bids shall be valid for acceptance for 120 Days after the date of opening the bid prescribed by the Director, IIT (ISM), Dhanbad and shall be further extendable by another 60 Days at the request of the Director, IIT (ISM), Dhanbad.



#### 6.5 PERIOD OF CONTRACT

The contract shall be initially for a period of three years from the date of the signing of the contract and may be renewed for a further period of three years after reviewing the performance of the firm and on mutually agreed terms and conditions. However, in case of unsatisfactory service and performance, it is liable to be terminated by giving one month's notice.

#### 6.6. RIGHT TO ACCEPT / REJECT ANY BID

The Director, IIT (ISM), Dhanbad reserves the right to accept/reject 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 (ISM), Dhanbad.

The Director, IIT (ISM), Dhanbad does not pledge himself to accept the highest discount offering bid or any bid and reserves to himself the right of accepting the whole or any part of the bid and bidder shall execute **the Scope of Work**.

#### 6.7. PERFORMANCE SECURITY GUARANTEE

The successful bidder will have to furnish a Performance Bank Guarantee for an amount of Rupees 2 lakhs (Rupees Two lakhs only) for a duration of 38 months (from the date of opening of Pharmacy) from a Scheduled Commercial Bank and in favour of "The Registrar, Indian Institute of Technology (Indian School of Mines), Dhanbad".

#### 6.8. CORRUPT OR FRAUDULENT PRACTICES

- a) IIT (ISM), Dhanbad, 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 (ISM), Dhanbad, 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 (ISM), Dhanbad of the benefits of the free and open competition;
- c) IIT (ISM), Dhanbad will reject a proposal for award if it finds that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- d) IIT (ISM), Dhanbad 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.

#### 6.9. FORFEITURE

The Earnest Money may be forfeited if a bidder withdraws its tender during the period of bid validity or in case of a successful bidder, if the bidder fails;

- a) to sign the contract in accordance with the terms and conditions, and
- b) to furnish Performance Security Guarantee as specified in the terms and conditions.

## **7. SUBMISSION OF BIDS**

- a) The bidders shall submit the sealed bid documents by sending through Speed Post/Courier/by dropping in the Tender Drop Box kept at the office of the Asst. Registrar (P&S), Indian Institute of Technology (Indian School of Mines), Dhanbad within the time and date as stipulated in the bidding schedule. The bids received after the specified date and time will not be entertained. The postal delays in receiving the bids will also not be condoned.
- b) Any conditional bid will not be accepted.

## **8. PRICING**

The bidder should quote uniform discount on Maximum Retail Price (M.R.P) printed on Strip / Bottle / Unit packed, in percentage term in respect of all drugs and medicines, for stocking and dispensing to be made under the contract (including the non-reimbursable medicines on the prescription). The discount rate quoted shall be on Maximum Retail Price (inclusive of all applicable taxes including GST) and shall remain valid for the entire duration of the contract/extension of contract.

## **9. PHYSICAL VISIT OF THE SITE**

The bidders are free to visit the provisions of the Pharmacy outlet at the Institute Health Centre and physically verify the premises during the working hours of the Health Centre with the prior permission of the Institute Medical Officers/In-charge/ authorities.

## **10. OPENING OF BIDS**

Technical bid shall be opened at New Conference Room of Admin Block, IIT (ISM), Dhanbad. One representative of the bidder having the Authority letter (ANNEXURE-C) can attend the bid opening event. The Technical Bid envelopes are to be opened in the first instance at the time and date stipulated in the bidding schedule. Thereafter in the second stage the Commercial Bid Envelope shall be opened only for the acceptable offers, who qualify in the technical evaluation of bids. The date of opening of commercial bids will be announced later, which shall be intimated to the successful bidders accordingly.

## **11. NOTIFICATION OF ACCEPTANCE OF BID**

The Registrar, IIT (ISM), Dhanbad, will communicate acceptance of the bid by a letter.

## **12. MISCELLANEOUS**

- a) The appointed Outsourced Pharmacy will, as and when required, attend the meeting fixed by the Institute authorities or by the Institutes Health Centre Committee.
- b) The bidder's Earnest Money Deposit (E.M.D) will be discharged / returned within 30 days after the expiration of the period of tender offer validity prescribed by IIT (ISM), Dhanbad or after the completion of the tendering process, whichever is later.
- c) The Outsourced Pharmacy shall have its own approved letter pad, rubber stamp, seal etc.
- d) Only qualified/trained persons shall dispense the medicines/drugs at the Pharmacy outlet of the Institute's Health Centre under the supervision of the qualified pharmacist.
- e) 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.
- f) An outlet to run the Pharmacy will be provided at the Institute's Health Centre .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 the Director, IIT (ISM), Dhanbad.
- g) For stocking different medicines, all stocking parameters need to be strictly adhered to as prescribed/ legislated by the drug manufacturer.

- h) The stock maintained by the outsourced pharmacy should be open for inspection by IIT(ISM) Authorities without notice.
- i) The outsourced pharmacy should have provision for generic medicines from Govt./PSU manufacturer.
- j) A monthly License fee of Rs. 5000/- for the Pharmacy Outlet and electricity 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.
- k) The Outsourced Pharmacy shall personally run the Pharmacy as per the contract agreement and should not sublet/subcontract.
- l) The possession of the premises (Pharmacy Outlet) granted to the Outsourced Pharmacy shall continue with the IIT (ISM), Dhanbad and the license shall be given only to stock / dispense the medicines/ drugs.
- m) The firm shall register all his employees who will be working in the Outsourced Pharmacy along with a copy of their photographs, residential details for clearance by the ISM Security Office.
- n) No advance payment shall be made to the successful bidder, by IIT (ISM), Dhanbad in any form or under any circumstances.

## SECTION – II

### Conditions of Contract

#### 1. ESTABLISHING THE OUTSOURCED PHARMACY

The Outsourced Pharmacy shall run the pharmacy in the outlet provided inside the Health Centre, IIT (ISM), Dhanbad and should be established immediately by the successful bidder after signing the agreement of license/contract at his own cost.

#### 2. 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 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 6** mentioned below. The discount would be available on the non-reimbursable medicines also on the prescription.
- c) The dispensing job should only be done by qualified/trained persons under the supervision of the qualified pharmacist.

#### 3. NON SUBSTITUTION

In case of prescription for specific brand of medicines, the brand shall not be substituted.

#### 4. PACKED SUPPLIES

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

#### 5. LIFE PERIOD OF MEDICINES SUPPLIED

Every medicine has its own shelf-life period mentioned on the label of medicine. All items stocked or dispensed should have at least  $\frac{3}{4}$ <sup>th</sup> of its remaining shelf life.

#### 6. PRESENTATION OF BILLS

The Outsourced Pharmacy shall present the bills together with prescriptions to the Senior Medical Officer/In-charge Health Centre 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 number with date, discount as per contract etc. and any other information as required by authorities of IIT (ISM), Dhanbad from time to time.

**NB:** Bills, incomplete in any respect and not accompanied by any of the particulars mentioned above will not be entertained.

#### 7. PERIOD UP TO 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.

## **8. PERFORMANCE SECURITY GUARANTEE**

The amount of Performance Bank Guarantee 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 Performance Bank Guarantee is also 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) Over charges.

**The outsourced pharmacy should not stop the supplies of the medicines/drugs without giving three months' notice to IIT (ISM), Dhanbad.**

## **9. 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 in the Health Centre within 24 hours of the presentation of prescription. Delayed supply of any medicine without proper justification will attract appropriate penalty.**

## **10. TERMINATION FOR DEFAULT**

IIT (ISM), Dhanbad 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 (ISM), Dhanbad, has engaged in corrupt or fraudulent or unethical practices in competing for or in executing the contract.

## **13. 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 shall have to be maintained by the outsourced pharmacy, to avoid inconvenience to the students, employees and their dependents of IIT

(ISM), Dhanbad.

- 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 3,4, and 9 (b) of section II, 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 (ISM), Dhanbad 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 (ISM), Dhanbad.

#### **14. INDEMNITY**

The bidder shall indemnify IIT (ISM), Dhanbad 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 (ISM), Dhanbad 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 shall abide by the job safety measures prevalent in India and will free IIT (ISM), Dhanbad 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 (ISM), Dhanbad and will not hold the IIT (ISM), Dhanbad responsible or obligated. The IIT (ISM), Dhanbad 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.

#### **15. PAYMENT**

The authorized Outsourced Pharmacy shall claim payments twice a month (every fortnight). Payments of the bills presented will normally be arranged in 4 to 6 weeks from the date of presentation of the bill. However, the Outsourced Pharmacy shall make no claim from IIT (ISM), Dhanbad in respect of interest or damages in case the payment is delayed for any reasons.

#### **16. 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 (ISM), Dhanbad and the bidder in connection with or arising out of the contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, the matter shall be referred to a sole arbitrator to be appointed by the Director, IIT (ISM), Dhanbad, 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.

**17. NOTICES**

- a) 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:

**IIT (ISM), Dhanbad:** The Registrar, Indian Institute of Technology (Indian School of Mines), Dhanbad – 826004 (India)

**Bidder:** \_\_\_\_\_

\_\_\_\_\_

- b) Notice shall be effective when delivered or on the notice's effective date, whichever is later.

**OUTSOURCING OF PHARMACY ACTIVITIES AT HEALTH CENTRE, IIT  
(ISM), DHANBAD**

**PRICE BID**

From:

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

To,  
The Registrar  
Indian Institute of Technology (Indian School of Mines),  
Dhanbad - 826004

Dear Sir,

I / We offer to stock the branded medicines/drugs of well reputed companies as prescribed by the Medical Officers of the Institute and dispense the same to the beneficiaries of IIT (ISM), Dhanbad as per the prescription of the Medical Officers and the Visiting Consultants of the Institute at the discount rates in percentage given below:-

Uniform discount on the Maximum Retail Price (M.R.P) (including GST ) offered by me/my firm shall be:

- a. \_\_\_\_\_  
(In percentage term – in Figures)
- b. \_\_\_\_\_  
(In percentage term – in Words)

2. I/We undertake to keep the above quoted rate of discount on the printed Maximum Retail Price on all items stocked and dispensed valid till the duration of this contract/extension of contract. No other taxes or charges, including GST shall be leviable on the uniform discount quoted above by me/us.
3. I/We also undertake that the medicines/ drugs shall be stocked as per the prescription of Medical Officers and Visiting Consultants of IIT (ISM) Dhanbad and dispensed as per the contract/extension of contract and no "Substitute Medicines/Drugs" will be stocked/ dispensed.

Signature .....

Name.....

Rubber Stamp  
Seal.



**OUTSOURCING OF PHARMACY ACTIVITIES AT HEALTH CENTRE, IIT (ISM),  
DHANBAD**

**Declaration of Bidder**

From:

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

To,

The Registrar

Indian Institute of Technology (Indian School of Mines),

Dhanbad - 826004

Dear Sir,

1. I/We hereby agree to run the pharmacy in the outlet provided at the Health Centre of IIT (ISM), Dhanbad as per the requirements of IIT (ISM), Dhanbad.
2. I / We hereby offer to stock and dispense medicine at the Outsourced Pharmacy of the Health Centre, IIT (ISM), Dhanbad 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' and 'Conditions of Contract' 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 Medical Officers of the Institute and dispense the same to the beneficiaries as per the prescription of the Medical Officers/Visiting Consultants of the Institute in accordance with the requirements of IIT (ISM), Dhanbad.
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 Medical Officer of the Institute.
6. I /We agree to dispense the medicines/drugs to the beneficiaries of IIT (ISM), Dhanbad by trained persons under the supervision of qualified professionals (Pharmacists) at all time.
7. I /We agree that the stocking and dispensing of aforesaid will comply with the provisions of 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 WITNESS

NAME:

ADDRESS:

DATE:

SIGNATURE OF BIDDER

NAME

ADDRESS:

DATE:

Letter of Authority

(To be signed by the Head of the bidding firm)

**OUTSOURCING OF PHARMACY ACTIVITIES AT HEALTH CENTRE,  
IIT (ISM), DHANBAD**

Shri/Smt..... working as  
..... in (Name of the Firm/Chemist shop)  
..... has been authorized to sign the Tender Document No.  
..... for the Outsourcing of Pharmacy activities at the Health  
Centre, IIT (ISM), Dhanbad 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  
chemist shop with Stamp