

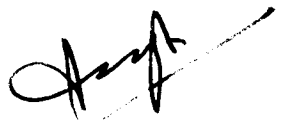
**INDIAN INSTITUTE OF TECHNOLOGY  
(INDIAN SCHOOL OF MINES)  
DHANBAD**

**Tender Notice (Reminder - II)**

**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://ismdhanbad.ac.in/tendernew/viewtender.php>). The Technical and Financial bids duly filled up in all respects should reach the office of the **Asst Registrar (P&S), Indian Institute of Technology (Indian School of Mines), Dhanbad** on or before 28 Feb, 2017.

Dated: January 23, 2017

  
Registrar  
IIT (ISM) Dhanbad

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

Tender No: HC/518006/15-16

Date: January 23, 2017

**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.03 (three) crore during the last three years. i.e., 2013-14, 2014-15 and 2015-16 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.
3. The tender details/document can also be downloaded from IIT (ISM) website:  
(<http://ismdhanbad.ac.in/tendernew/viewtender.php>)
4. 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 '**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 Asst Registrar (P&S), IIT (ISM), Dhanbad.
6. The sealed tender/quotation must reach the office of the Asst Registrar (P&S), IIT (ISM), Dhanbad latest by 28 Feb, 2017.
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.ismdhanbad.ac.in](http://www.ismdhanbad.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/518006/15-16

Date: January 23, 2017

**INDEX**

<b>Description</b>	<b>Page No</b>
Bidding Schedule –Notification Details	5
Section I – Instruction to Bidders	6-11
Section II – Conditions of Contract	12-15
Annexure A – Price Bid	16
Annexure B – Declaration of Bidder	17
Annexure C – Letter of Authority	18
Agreement for License/Contract	19-26

**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/518006/15-16

Date: January 23, 2017

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 1000. 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://ismdhanbad.ac.in/tendernew/viewtender.php">http://ismdhanbad.ac.in/tendernew/viewtender.php</a> )
2.	Tender Fee	<b>Rs.5,000/- (Non-refundable)</b>
3.	Amount of Earnest Money Deposit (E.M.D)	<b>Rs. 2 lakhs</b>
4.	Last date for submission of tender	<b>Latest by 1 PM of 28.02.2017.</b>
5.	Address for submission of tender	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	28.02.2017 and 16:00 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. The firms who have submitted their bids against our original/reminder notification need not to apply and their bids will be considered.***
- If the day falls on any Holiday, the date of any of the events mentioned above shall be on the next working day.
- 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 (24X7). However, during night hours (10PM to 10AM) 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 bidder, i.e Chemist/Firm should have established Pharmacy for at least three consecutive years at one place.
- d) The Chemist / Firm should have the experience for at least **Three years** in similar field as stated in the “Scope of Work”.
- e) The average Annual Turnover of the Bidder should not be less than Rs .03(three) crore during the last three years, i.e., 2013-14, 2014-15 and 2015-16.
- f) The Outsourced Pharmacy shall be established and operated in the space provided in the Health Centre of IIT (ISM), Dhanbad.
- g) The Chemist / Firm should possess the proof of submission of latest VAT 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. AMMENDMENT 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.ismdhanbad.ac.in](http://www.ismdhanbad.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.

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

5.1 The bidder must submit his Bid in **two sealed envelopes** as mentioned below:

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

##### **(A) Tender Fee (Non-Refundable)**

The Bidder is required to submit a Demand Draft of Rs.5,000/- (Rupees **five thousand** only) drawn in favour of “**The Registrar, Indian School of Mines, Dhanbad**” and payable at **Dhanbad**” as Tender Fee (Non-Refundable). The Demand Draft must be issued by a Scheduled Bank.

##### **(B) Earnest Money**

The Bidder is required to submit a Demand Draft of Rs.2 **lakhs** (Rupees two lakhs only) drawn in favour of “**The Registrar, Indian School of Mines, Dhanbad**” and payable at **Dhanbad**” as Earnest Money. The Demand Draft must be issued by a Scheduled Bank.

##### **(C) 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 TIN Number Registration Certificate issued in the name of the firm.
- vi. Copy of the latest VAT 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.
- ix. Copies of the Balance sheet for the preceding three financial year, i.e., 2013-14, 2014-15 and 2015-16 to establish the turnover of the bidder.
- x. 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.

**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.

- 5.2. 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.

5.3 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 superscribed **“Opening of an outsourced pharmacy at the Health Centre, IIT (ISM) Dhanbad”** and should be addressed to the **“The 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.**

#### **5.4 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.

#### **5.5 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.

#### **5.6. 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**.

#### **5.7. PERFORMANCE SECURITY GUARANTEE**

The successful bidder will have to furnish a Performance Bank Guarantee for an amount of Rupees **15 lakhs** (Rupees fifteen 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”.

#### **5.8 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.

## **5.9 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.

## **6. 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.

## **7. 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 VAT) and shall remain valid for the entire duration of the contract/extension of contract.

## **8. 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.

## **9. 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 qualifies 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.

10. **NOTIFICATION OF ACCEPTANCE OF BID**

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

11. **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) **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 10<sup>th</sup> 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.**
- h) The Outsourced Pharmacy shall personally run the Pharmacy as per the contract agreement and should not sublet/subcontract.
- i) 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.
- j) 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.
- j) 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 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 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.

## **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) (inclusive of all applicable taxes including VAT) 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 VAT, 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

**AGREEMENT**  
**TO OPEN AN OUTSOURCED PHARMACY**  
**AT**  
**Health Centre, IIT (ISM), Dhanbad**

**BETWEEN**  
**IIT (ISM), DHANBAD**  
**AND**  
**LICENSE/CONTRACT HOLDER**

Whereas the Institute had invited tenders (Tender No.: .....dated ..... ) from the interested and eligible Pharmacy License holders/ Chemists for outsourcing of pharmacy activities at the Health Centre of IIT (ISM), Dhanbad for the use and benefit of the Beneficiaries of the Institute.

And whereas among several Pharmacy License holders / Chemists, who had applied for the tender, after negotiations with the short listed parties, the Institute found that the quotation of Sri..... s/o

....., aged ..... years, residing at

..... as most reasonable and acceptable and decided to grant the permission to him for undertaking the outsourcing of pharmacy activities at IIT (ISM), Dhanbad on the agreed terms and conditions.

This License/Contract agreement is made at IIT (ISM), Dhanbad and entered into as of this in the year..... , by and between

Which constitute the “License /Contract holder”, which expression shall unless it is repugnant to the context or meaning thereof shall deem to mean and include its successors and assigns of the **ONE PART**.

**AND**

The Registrar, Indian Institute of Technology (Indian School of Mines), Dhanbad, hereafter referred to as “IIT (ISM), Dhanbad”, which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assigns of the **OTHERPART**.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the Parties as follows:

#### **Article 1: Effective Date**

The Institute hereby agrees to grant the permission to Sri..... to undertake outsourcing of Pharmacy Activities as per SCOPE OF WORK in SECTION-I of the tender notification (which is annexed and will be a part and parcel of this License/contract agreement, for all purposes) at the Health Centre of the Institute initially for a period of three years from the date of the signing of the contract and it may be extended for a further period of three years after reviewing the performance of the firm and on mutual consent. However, in case of unsatisfactory service and performance, it is liable to be terminated by giving one month’s notice.

## **Article 2: General Provisions**

### **DEFINITIONS & INTERPRETATIONS**

- a) **“License/contract”** shall mean this Agreement and all schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.
- b) **“Outsourced Pharmacy”** means a Pharmacy operating inside the Institute Health Centre, which is authorized by IIT (ISM), Dhanbad under this agreement on contract/ License basis and where the medicines/drugs are dispensed as per the prescription of the Institute Medical Officers/Visiting Consultants.
- c) **“License/Contract holder”** means the successful bidder/ Pharmacist recognized by IIT (ISM), Dhanbad to establish the Outsourced Pharmacy.
- d) **“Pharmacist”** means knowledge of the pharmacy with adequate experience in the job of dispensing medicines, preferably a registered Diploma or Degreeholder in Pharmacy.
- e) **“Deployed persons”** means the manpower provided by the License/Contract holder.
- f) **“Institute”** means Indian Institute of Technology (Indian School of Mines), Dhanbad (IIT (ISM), Dhanbad) and shall deem to mean and include its successors and assignees.
- g) **“Beneficiaries”** means the students, staff and their eligible dependents of IIT (ISM), Dhanbad.
- h) **“Health Centre”** means the Health Centre of IIT (ISM), Dhanbad.
- i) **“Medical Officers”** means all Medical Officers of IIT (ISM), Dhanbad.
- j) **“Patient”** means a Beneficiary suffering from a disease.
- k) **“Quoted Rate”** means the discount rates quoted by the License/Contract holder.
- l) **“Party”** shall mean either the Institute or the License/Contract holder and “Parties” shall mean both the Institute and the License/Contract holder.
- m) **“Visiting Consultant”** mean Specialists/Doctors appointed by IIT (ISM), Dhanbad to provide specialized medical treatment to the Beneficiaries on honorarium basis.

## **Article 3: Outsourced Pharmacy Activities**

- a) The License/Contract warrant that he/she has all the required facilities/Licenses/certificates etc., for undertaking the Outsourced Pharmacy with their own Pharmacists to execute the **“SCOPE OF WORK” in SECTION-I** of the Tender Notification, which is annexed and will be a part and parcel of this License/contract agreement, for all purposes as under:
  - i. The License/Contract Holder shall stock at the Outsourced Pharmacy, the Branded Medicines/Drugs of well reputed Companies as prescribed by the Institute Medical Officer and dispense the same to the Beneficiaries as per the prescription of the Institute Medical Officers and the Visiting Consultants of the Institute, in accordance with the requirements of the IIT (ISM), Dhanbad.
  - ii. **The Outsourced Pharmacy shall function round the clock every day (24X7).**

**However, during night hours (10PM to 10AM) and holidays, restricted facility may be provided.**

- b) The License/Contract holder shall have his own qualified/trained manpower in sufficient numbers for dispensing medicines/drugs, who will dispense the medicines/drugs under the supervision of qualified Pharmacists at the Outsourced Pharmacy at the Health Centre of the Institute.
- c) The License/Contract Holder /Outsourced Pharmacy shall produce Registration Certificate of the qualified person(s) (Pharmacist) engaged in dispensing of the medicines/drugs and comply with the standards of Drugs and Cosmetics Act 1940 and Rules 1945. An affidavit sworn in before the Notary Public shall be submitted that the registered Pharmacist would not be engaged anywhere else while in employment at this outlet.
- d) The payment of salary, bonus etc., to the deployed persons is to be borne by the License/Contract holder.
- e) The License/Contract holder shall adhere to the provisions of the Minimum Wages Act and other such acts which are applicable.
- f) The License/Contract holder shall ensure that the payment is made to the workers as per Minimum Wages Act and to the satisfaction of the licensee.
- g) No person below 18 years of age should be employed by the License/Contract holder, upon violation, legal action would be taken against the License/Contract holder.
- h) The License/Contract holder would utilize the outlet provided in the Health Centre of the Institute for establishing the outsourced pharmacy and take full responsibility of the same during its activities.
- i) It is the sole responsibility of the License/Contract holder to maintain the structure of the pharmacy outlet in the Health Centre of the institute and any alteration or modification (Civil / Electrical), if necessary, the License/Contract holder shall obtain the prior approval of the Director, IIT (ISM), Dhanbad in writing.
- j) The License/Contract holder agrees to offer ..... % Discount on M.R.P. (inclusive of all taxes or charges, including VAT etc.) for all medicines/drugs.
- k) The License/Contract holder agrees to undertake the outsourcing of pharmacy activities at the quoted rates for the entire duration of the contract/extension of contract.
- l) The possession of the premises (Pharmacy Outlet) granted to the License (contract) holder/ Outsourced Pharmacy shall continue with IIT (ISM), Dhanbad and the License/Contract shall be given only to stock / dispense the medicines/drugs.
- m) The License/Contract holder shall be responsible to supply all prescribed drugs/medicines to the patients. However, the License/Contract holder shall be required to recover the cost of non-reimbursable drugs/medicines directly from the patient. The Institute shall in no case be liable to pay for non-reimbursable drugs/medicines dispensed to the patients.**
- n) The stripes/bottles containing the dispensed drugs and medicines shall invariably bear inscription "Only for IIT (ISM), Dhanbad. Not for sale".

- o) Depending on need, requirement and specific circumstances, the Institute may prescribe with prior consent of the other party certain other conditions not specifically mentioned in this agreement, which shall carry same weightage as attached to all other conditions mentioned in this agreement.

#### **Article 4: Quality of Services.**

- a) The License/Contract holder will treat the Institute beneficiaries in a courteous manner and according to good medical practices.
- b) The License/Contract holder shall follow the standard procedures for stocking / dispensing of the medicines/ drugs, and as directed by the Medical Officer of the Institute.
- c) The License/Contract holder shall not be allowed to sell/dispense any materials/items other than drugs and medicines.

#### **Article 5: Billing Procedure /Checklist for the License/ Contract holder – Submission for the claim.**

##### **The License/Contract holder will submit the following for the claim:**

- a) The License holder shall present the bill to the Senior Medical Officer/In-charge Health Centre for the dispensing made at the Outsourced Pharmacy 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 patient, Admission Number (for students)/Employee Code for employees), name of the drug/medicine/item, name of the manufacturer, batch number, date of manufacture & expiry date, prescription slip number with date, discount as per contract etc. and any other information required by the authorities at IIT (ISM), Dhanbad.
- b) The bills shall be supported by the original prescription signed by the Medical Officer of the Health Centre of the Institute.
- c) **The Institute shall in no case be responsible to pay for the cost of non-reimbursable drugs/medicines dispensed to the patients.**

#### **Article 6: Payment Terms and Conditions**

- a) The License/Contract holder has provided Rs.15 lakhs (Rupees **fifteen lakhs** only) as **Performance Bank Guarantee of 38 months duration** to the Institute which are refundable to the License/Contract holder on the expiry of the period of this License/Contract agreement, after deducting any dues / all the dues or otherwise.
- b) The Institute agrees to process the bill set and arrange for the payment through the cheque/Bank Transfer within 4 to 6 weeks from the date of receiving the bill set (hard copies), if any delay in payment occurs under any circumstances/situations, the License/Contract holder is not entitled to claim any compensation/interest etc., from IIT

(ISM), Dhanbad.

#### **Article 7: Limitations of liability and indemnity**

- a) The License/Contract holder is responsible for all commissions and omissions in providing its pharmacy activities and will also be responsible for all legal consequences that may arise. The Institute will not be held responsible for the outcome of its pharmacy activities provided by the License/Contract holder/Outsourced Pharmacy and should any legal complications arise and is called upon to answer, the License/Contract holder should defend the same at their own cost.
- b) The License/Contract holder admits and agrees that if any claim arises out of alleged deficiency in its activities/service on their part or on the part of their deployed persons or agents, then it will be the duty of the License/Contract holder to answer such claim. In the unlikely event of the Institute being proceeded against for such cause of action and any liability is imposed on them, only by virtue of its relationship with the License/Contract holder and then the License/Contract holder will step in and meet such liability on its own.
- c) Notwithstanding anything to the contrary in this Agreement, neither party will be liable by reason of failure or delay in the performance of its duties and obligations under this Agreement if such failure or delay is caused by non-cooperation by the patients, acts of god, strikes, lock-outs, embargoes, war, riots civil commotion, any orders of governmental, quasi - governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.

#### **Article 8: Confidentiality**

The License/Contract holder shall undertake to protect the secrecy of all the data relating to beneficiaries and this office and trade or business secrets and will not share the same with any unauthorized person for any reason whatsoever within or without any consideration.

#### **Article 9: Termination**

Any deficiency in service by the License/Contract holder will be looked into by the technical committee of the Institute and if anything is found wanting, such Outsourced Pharmacy will be de-listed and the decision of the committee will be final.

#### **Article 10: DUTIES AND RESPONSIBILITIES OF LICNCE/CONTRACT HOLDER**

- a) It shall be the duty and responsibility of the License/Contract holder, at all times, to obtain, maintain and sustain the valid recognition and high quality and standard of its pharmacy activities/services and to have all statutory/ mandatory licenses/registrations/certificates, permits or approvals of the concerned authorities under or as per the existing laws.



- b) The License/Contract holder shall display at the Outsourced Pharmacy: the Registration Certificate of the Firm, Licenses to run the Outsourced Pharmacy, Registration Certificate of the Qualified Person(s) and other certificates as per the standards of the Drugs and Cosmetics Act 1940 and Rules 1945, which are obtained at his own cost.
- c) The License/Contract holder shall from time to time intimate the Medical Officer, IIT (ISM), Dhanbad about the details of the personnel deployed for its activities/services.
- d) The License/Contract holder shall personally run the outsourced pharmacy at the Health Centre of the Institute as per the contract agreement and should not sublet or assign or transfer, pledge or sub-contract to any person /pharmacy/agency/hospital.
- e) The License/Contract holder 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.

#### **Article 11: ARBITRATION**

The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever shall arise between the 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, 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.

#### **Article 12: Miscellaneous**

- a) Authorized signatory / representative of the License/Contract holder shall attend the periodic meetings held by Director / Health Center Committee (HCC) of the Institute, required in connection with improvement of working conditions.
- b) The License/Contract holder shall not make any commercial publicity projecting the name of the Institute.
- c) Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between the Institute and the License/Contract holder.
- d) The License/Contract holder shall not represent or hold itself out as agent of the Institute.
- e) The License/Contract holder shall notify the Institute of any material change in their status and their shareholdings or that of any guarantor of the License/Contract holder in particular where such change would have an impact on the performance of obligation under this Agreement.
- f) Should the License/Contract holder get wound up or partnership is dissolved, the Institute shall have the right to terminate the Agreement. The termination of Agreement shall not relieve

the License/Contract holder or their heirs and legal representatives from the liability in respect of the services provided by the License/Contract holder during the period when the Agreement was in force.

- g) The License/Contract holder/Outsourced Pharmacy shall have its own approved letter pad, rubber stamp seal etc.
- k) **A monthly License fee of Rs.5000/- for the Pharmacy Outlet and electricity charges as per actuals will be charged and should be paid by 10<sup>th</sup> 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.**
- h) The License/Contract holder shall abide by the instructions, rules and regulations of IIT (ISM), Dhanbad in all matters.

### **Article 13. NOTICES**

- a) Both the parties, i.e. the License/Contract holder as well as the Institute shall give a three months' notice in case of termination in the middle of the contract period.
- b) Any notice given by one party to the other pursuant to this Agreement shall be sent to 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:

**1. Institute: The REGISTRAR, Indian Institute of Technology (Indian School of Mines), Dhanbad – 826004 (India)**

**2. License/Contract holder:**

Witness thereof, this agreement was executed by or on behalf of the parties the ..... day  
of ..... Month in the .....

Signed by: Registrar (with seal)

In the Presence of  
(Witnesses with Name & Seal)

Signed by: For and on behalf of License/Contract holder (with  
seal)

In the presence of  
(Witnesses with Name & Seal)