

	<p>भारतीय प्रौद्योगिकी की संस्थान मद्रास चेन्नै 600 036 INDIAN INSTITUTE OF TECHNOLOGY MADRAS Chennai 600 036 भंडार एवं क्रय अनुभाग STORES & PURCHASE SECTION Email: adstores@iitm.ac.in दूरभाष / Telephone : (044) 2257 8285/8287/8288 GSTIN: 33AAAAI3615G1Z6</p>	
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SHEBA SABARI P.K.

Assistant Registrar (Stores & Purchase)

Date: 01.12.2022

Tender No. IITM/SPS/Pharmacy/015/2022-23/SPL

**Due Date: 15.12.2022
Before 2.00 p.m.**

Dear Sir/Madam,

On behalf of the Indian Institute of Technology Madras, Tenders are invited in two bid system namely Technical Bid and Financial Bid, for

OUTSOURCING OF PHARMACY SERVICES AT IIT MADRAS HOSPITAL

conforming to the specifications enclosed.

Tender Documents may be downloaded from Central Public Procurement Portal <https://etenders.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <https://etenders.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at **"Help for contractors"**. [Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal"].

Bidders can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type 'IIT'. Thereafter, Click on "GO" button to view all IIT Madras tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://etenders.gov.in/eprocure/app> as per the schedule attached.

No manual bids will be accepted. All tender documents including Technical and Financial bids should be submitted in the CPP Portal (e-procurement).

1	LAST DATE for receipt of Tender	:	15.12.2022 before 02.00 p.m.
1	Pre-bid meeting	:	The Pre-bid Meeting will be conducted via Google Meet on 05.12.2022 @ 03:00 p.m. Please see the below link to join the meeting https://meet.google.com/rsk-mzkw-hrq Prospective bidders are requested to register their participation by sending an email to adstores@iitm.ac.in , with name/designation of the representative who will attend the meeting along with queries on or before 04.12.2022 .
	Date & Time of opening of Tender	:	16.12.2022 @ 03.30 p.m.

GUIDELINES FOR TENDER SUBMISSION IN CENTRAL PUBLIC PROCUREMENT PORTAL (E-PROCUREMENT MODE)		
A	Submission of Tender	<p>: As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal URL: https://etenders.gov.in/eprocure/app</p> <p>The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal</p> <p>More information useful for submitting online bids on the CPP Portal may be obtained at: https://etenders.gov.in/eprocure/app</p> <p>All tender documents including Technical Bid & Financial Bid should be submitted separately in online CPP portal as per the specified format only. Right is reserved to ignore any tender which fails to comply with the above instructions. <u>Manual bid submission (hard copy) will not be entertained.</u></p>
B	Instructions for online bid submission	<p>: REGISTRATION</p> <ul style="list-style-type: none"> • Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal URL https://etenders.gov.in/eprocure/app by clicking on “Online Bidder Enrollment”. Enrolment on the CPP Portal is free of charge. • As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts. • Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal. • Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /TCS / nCode / eMudhra etc.) https://eprocure.gov.in/eprocure/app with their profile. • Only one valid Digital Signature Certificate (DSC) should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC to others which may lead to misuse. • Bidder will then be able to log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.
C	Searching for tender documents	<p>: </p> <ul style="list-style-type: none"> • There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal. • Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tender” folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document. • The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

D	Preparation of bids	<p>:</p> <ul style="list-style-type: none"> • Bidder should take into account any corrigendum, if any, published on the tender document before submitting their bids. • Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid. <p>Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender document / schedule and generally shall be in PDF / XLS formats as the case may be. Bid documents may be scanned with 100 dpi with black and white option.</p> <ul style="list-style-type: none"> • To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GSTIN Details, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
E	Submission of bids	<p>:</p> <ul style="list-style-type: none"> • Bidder should log into the site well in advance for bid submission so that he/she can upload the bid on or before the bid submission date and time. Bidder will be responsible for any delay due to other issues. • The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. • Bidder has to transfer the EMD as applicable by online mode only. The EMD should be transferred on or before the closure date and time of the tender. If the EMD is not transferred before the closure date and time, the tender will be summarily rejected. The proof of online transfer of EMD has to be submitted in the Technical Bid. Otherwise, the tender will be summarily rejected. • A standard BOQ format has been provided in Annexure-C with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the detail with their respective financial quotes and other details (such as name of the bidder). If the BOQ file is found to be modified by the bidder, the bid will be rejected. • The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. • The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay, or the difficulties faced during the submission of bids online by the bidders due to local issues. • The uploaded tender documents become readable only after the tender opening by the authorized bid openers. • Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details. <p>Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.</p>

F	Assistance to bidders	: <ul style="list-style-type: none"> Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is [0120-4200462, 0120-4001002, 0120-4001005]
G	General Instructions to the Bidders	: <ul style="list-style-type: none"> The tenders will be received online through portal https://etenders.gov.in/eprocure/app. In the Technical Bids, the bidders are required to upload all the documents in single pdf file. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through https://etenders.gov.in/eprocure/app Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://etenders.gov.in/eprocure/app under the "Information about DSC".
H	Earnest Money Deposit (EMD)	<p>i. EMD of INR 1,00,000/- (Rupees one lakh only) should be transferred through NEFT/RTGS to the following bank account on or before 15.12.2022 before 2:00 p.m.</p> <p style="padding-left: 40px;">Name : Registrar IIT Madras Bank : State Bank of India Account No. : 10620824305 Branch : IIT MADRAS IFSC CODE : SBIN0001055</p> <p>ii. As per O.M. No.F.1/2/2022-PPD Dated 01.04.2022, the EMD will be returned to the unsuccessful Bidder(s), within 30 days after declaration of result of first stage i.e. technical evaluation etc. The EMD shall be forfeited if any Bidder withdraws the offer before finalization of the tender.</p> <p>The EMD amount should not be sent through Demand Draft.</p> <p>iii. Non-submission of EMD details on or before the due date and time will result in rejection of the e-bid.</p> <p>iv. As per Rule 170 of GFR 2017, exemption of EMD will be given subject to submission of undertaking by the firm seeking such exemption. Copies of relevant orders/ documents regarding such exemption should be submitted along with the tender document.</p> <p>The successful bidder shall submit a Performance Security of Rs.3,00,000/- in the form of Demand Draft / FDR / Bank Guarantee / Insurance Bond in favour of "The Registrar, IIT Madras" to be obtained from any commercial bank within 15 (fifteen) days from the date of issue of Order by IIT Madras, which shall be released on expiry/termination of the contract after adjustment of dues, if any without any interest.</p> <p>In case of successful bidder, the EMD will be adjusted towards the Performance Security on request.</p> <p>The amount of EMD is liable to be forfeited, if the bidder withdraws from the offer after submission of the tender or after the acceptance of the offer and fails to remit the Performance Security.</p>

2	<p>Preparation of Tender:</p> <ol style="list-style-type: none"> 1) The bidders are free to visit the provisions of the Pharmacy outlet at the Institute Hospital and physically verify the premises during the working hours of the Hospital with the prior permission of the Institute Medical Officers/In-charge/ authorities before submitting the tender. 2) The bids should be submitted through online only in two bid system i.e. Technical Bid and Financial Bid separately. 3) The bidder has to submit the tender document duly signed on all pages by an authorized person and his / her full name and status be indicated below the signature along with official stamp of the firm. Submission of wrong / forged information / document will be liable to legal action, and rejection of tender submitted by the firm. 4) The tenders of the contracting agency/firm/company not in possession of valid statutory license/ registrations are liable for rejections. 5) If any relative of the bidder is an employee of the IIT Madras, the name, designation and relationship of such employee shall be intimated to the Registrar, IIT Madras in writing while submitting the tender. 6) No bidder will be allowed to withdraw / alter / modify after submission of tenders within the bid validity period.
3	<p>Signing of Tender:</p> <p>The Tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the schedule to the Tender are not fully filled in or not duly signed/authenticated. Specific attention is drawn to the delivery dates and terms and conditions enclosed herewith. Each page of the bids required to be signed and bears the official seal of the Bidders.</p> <p>If the application is made by a firm in partnership, it shall be signed (with seal) by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed along with current addresses of all the partners of the firm shall also accompany the application.</p> <p>If a limited company or a corporation makes the application, it shall be signed by a duly authorized person holding power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence. The applicant shall also furnish a copy of the Memorandum of Articles of association duly attested by a Notary Public.</p>
4	<p>Period for which the offer will remain open:</p> <p>The Tender shall remain open for acceptance/validity till: 120 days from the date of opening of the tender. However, the day up to which the offer is to remain open being declared closed holiday for the Indian Institute of Technology Madras, the offer shall remain open for acceptance till the next working day.</p>
5	<p>Terms and Conditions:</p> <p>Failure to comply with any of the instructions stated in this document or offering unsatisfactory explanations for non-compliance will lead to rejection of offers.</p>
6	<p>Right of Acceptance:</p> <p>IIT Madras reserves the right to reject the whole or any part of the Tender without assigning any reason or to accept them in part or full.</p>
7	<p>Communication of Acceptance: Letter of Intimation and acceptance will be communicated by post /email to the successful bidder to the address indicated in the bid.</p>
8	<p>Duration of the contract: Initially, the contract will be awarded for one year. The period may be further extended annually up to a maximum of another two years, based on the satisfactory performance and recommended by the Contract Monitoring Committee.</p>
9	<p>All information including selection and rejection of technical or financial bids of the prospective bidders will be communicated through CPP portal. In terms of Rule 173(iv) of General Financial Rule 2017, the bidder shall be at liberty to question the bidding conditions, bidding process and/or rejection of bids.</p>
10	<p>Conditions of contract:</p> <p>Bidder should quote on the basis of the conditions referred to in the invitation to tender and tender papers.</p>
11	<p>Bidder shall submit along with this Tender:</p> <p>Name and full address of the Banker and their swift code and PAN No. and GSTIN number.</p>

12	<p>Jurisdiction: All questions, disputes, or differences arising under, out of or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction at the place from which the acceptance of tender is issued.</p>
13	<p>Dispute Settlement:</p> <ul style="list-style-type: none"> • It is mutually agreed that all differences and disputes arising out of or in connection with these agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, IIT Madras whose decision shall be final and binding on both the parties. • It is also agreed that in case of any disagreements/disputes in connection with the contract, the same shall be settled under the Court of Law within its jurisdiction at Chennai. The resultant contract will be interpreted under Indian Laws.
14	<p>Breach of Terms and Conditions:</p> <p>IITM 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:</p> <ol style="list-style-type: none"> 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 has engaged in corrupt or fraudulent or unethical practices in competing for or in executing the contract.
15	<p>Indemnity clause: The successful bidder has to take responsibility of issues arising due to un-hygienic, personal hygiene issues and (or) storage of items and any such issues that may cause harm to the customers due to inefficient/improper operation.</p>
16	<p>Gate Passes: The Pharmacy shall arrange to obtain security passes from the Security Section of IIT Madras for all their employees and issue the same to them. No employee must stay in the premises of IIT Madras after working hours. The Pharmacy must obtain the necessary written permission from the competent authority to enable overnight stay of their employees in the campus at times of exigencies. The facility cannot also be used for the accommodation of staff when they are not on duty.</p>
17	<p>Right of IIT Madras:</p> <ul style="list-style-type: none"> • The Registrar, IIT Madras reserves the right to withdraw/relax/alter/modify any or all the terms and conditions mentioned in this tender document so as to overcome the problem encountered by the contracting parties. • The Registrar, IIT Madras reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and his / her decision shall be final and binding on the Bidder. • The Registrar, IIT Madras reserves the right to terminate the contract at any time without assigning any reasons by giving a one-month notice to the contracting agency/firm/company.
18	<p>Force Majeure: If at any time, during the continuance of the agreement/contract, the performance in whole or in part, by the Individual/firm, of any obligation specified in the agreement/contract, is prevented, restricted, delayed or interfered, by reason of war or hostility, act of the public enemy, civil commotion, sabotage, act of State or direction from statutory authority, explosion, epidemic/pandemic, quarantine restriction, fire, floods, natural calamities or any act of GOD, (hereinafter referred to as event), the firm may be excused from performance of its obligation provided that notice of happenings of any such event is given by the firm to the IITM within seven calendar days from the date of occurrence thereof. Provided further that the obligations under the Agreement shall be resumed by the firm, as soon as practicable, after such event comes to an end or ceases to exist. The decision of IITM as to whether the obligations may be so resumed (and the time frame within which the obligations may be resumed) or not, shall be final and conclusive.</p>
19	<p>The bidder shall certify that the tender document submitted by him / her are of the same replica of the tender document as published by IIT Madras and no corrections, additions and alterations made to the same. If any deviation found in the same at any stage and date, the bid / contract will be rejected / terminated and actions will be initiated as per the terms and conditions of the contract.</p>

20	<p>Bidder Eligibility Criteria:</p> <ol style="list-style-type: none"> 1. The bidder shall not be from a country sharing land border with India and if the bidder is from a country sharing land border with India the bidder should have been registered with the competent authority as per orders of DIPP OM No. F. No. 6/18/2019-PPD dated 23rd July 2020, and MoCI Order No. P-45021/112/2020-PP (BE II) (E-43780) dated 24th August 2020. A declaration shall be submitted with the bid as per format given in Annexure – D. 2. Only 'Class-I local suppliers' and 'Class-II local suppliers', as defined under DIPP, MoCI Order No. P-45021/2/2017-PP (BE II) dated 16th September 2020 and other subsequent orders issued therein, shall be eligible to bid in this tender. Declaration for Class-I / Class-II local suppliers should be submitted in the prescribed proforma format as per Annexure – E. 3. Neither the tender participating firm nor any of its partner has been blacklisted / debarred /involved / convicted in any criminal case / economic offence nor any criminal case / economic offence is pending against firm or any partner of the Firm before any Court of Law / Police. A self-declaration format given in Annexure – F. 4. The tenderer/Outsourced Pharmacy must hold valid Drug Licence on the date of bid opening under the provisions of the Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945. 5. The Tenderer/Outsourced Pharmacy must not have been convicted by any Drugs Controls Authority and no case should be pending under the Drugs and Cosmetics Act and Rules. 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. 6. The bidder i.e. Chemist/firm should have an established Pharmacy for at least five years as stated in the Appendix-A. Enclose the relevant Work Order copy. 7. Declaration by the bidder should be given as per Annexure-G. 8. The average Annual Turnover of the Bidder should not be less than Rs.5 Crores during the last three years, i.e. 2019-20, 2020-21 & 2021-22. The turnover is to be supported by financial statement of accounts (Including balance sheet, profit and loss accounts statement). Enclose the certified audited financial statement 9. The tenderer should submit copy of filed ITR for the last three years i.e. AY 2019-20, 2020-21 and 2021 -22.
21	<p>Number of Bids and their Submission:</p> <p>The bidders should submit the bids in two bid system as detailed below:</p> <p>Bid I Technical Bid The technical bid should consist of proof of EMD transfer, filled-in proforma of Technical bid submission as per details given in Annexure-B along with Appendix A.</p> <p>The bidder should go through the scope of work (Annexure- A) of the tender document, understand the requirement of IITM before bidding and submit the technical bid covering the details given in Annexure-B along with all relevant documents proof. Any tender documents without these details shall be invalid and rejected.</p> <p>Bid II Financial Bid The financial bid should be submitted in excel format (BoQ) as per the proforma (Annexure C) and uploaded in the CPP e-procurement portal. The desired discount should be on the product cost exclusive of GST and other taxes.</p>

22	<p>Evaluation of Bids:</p> <p>Bid Evaluation will take place in two stages.</p> <p>Stage I: Technical Bid evaluation</p> <p>Bidder will be evaluated first for conformity with Bidder Eligibility Criteria. Only those bidders who have fully complied with Bidder Eligibility Criteria will be considered for opening of financial bid.</p> <p>Stage II: Financial Bid Evaluation</p> <p>The technically qualified bidder who have quoted the highest percentage of discount on Pharmaceutical items will be declared as L1 vendor and the contract will be awarded to that firm.</p>
23	<p>Execution of Contract and Security Deposit</p> <ul style="list-style-type: none"> • A formal Contract / Agreement shall be entered into with successful service provider. • The Security deposit will be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contract and loss or damage, if any, sustained by the Institute on account of failure or negligence on the part of employees of contractor.
24	<p>The bidders will not be entertained to participate in opening of Bids. Since the tender is e-tender, the opening of the bids may be checked using the respective logins of the bidders.</p>
25	<p>The pre-bid meetings will be conducted through online. Bidders can submit their queries and doubts to the email id: adstores@iitm.ac.in till the date of the online pre-bid meeting. Clarification to the queries and doubts raised by the bidders will be issued as a corrigendum/addendum in the e-tenders portal and Institute Website (tenders.iitm.ac.in). For the bidders, submitting bids on downloaded tender document, it is 'bidders' responsibility to check for any amendment/corrigendum on the website of IIT Madras or check for the same CPP Portal before submitting their duly completed bids.</p>

Sd/-
(SHEBA SABARI P.K.)
 Assistant Registrar
 Stores and Purchase

DECLARATION OF THE TENDER

It is hereby acknowledged that I/We have gone through all the points listed under “**Scope of work and Terms and Conditions**” of tender document, the same is abided and agreed to be executed. In case, if any of the information furnished by me/us is found false, I/We are fully aware that the tender /contract will be rejected / cancelled by IIT Madras and EMD shall be forfeited.

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

SCHEDULE OF TENDER

OUTSOURCING OF PHARMACY SERVICES AT IIT MADRAS HOSPITAL

Tender No. IITM/SPS/Pharmacy/015/2022-23/SPL

Name of Organization	Indian Institute of Technology Madras
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Tender Category (Services/Goods/Works)	Services
Type/Form of Contract (Work/Supply/Auction/ Service/ Buy/ Empanelment/ Sell)	Service
Name of the Service	Outsourcing of Pharmacy Services at IIT Madras Hospital
Source of Fund (Institute/Project)	IIT Madras
Is Multi Currency Allowed	No
Date of Issue/Publishing	01.12.2022
Document Download Start Date	01.12.2022
Document Download End Date	15.12.2022 @ 02.00 pm
Prebid Meeting via Google Meet	05.12.2022 @ 03.00 pm
Bid Submission Start Date	10.12.2022
Last Date and Time for Uploading of Bids	15.12.2022 before 02.00 pm
Date and Time of Tender Opening	16.12.2022 at 03.30 pm
No. of Covers (1/2/3/4)	2
Bid Validity days (180/120/90/60/30)	120 Days
Address for Communication	The Assistant Registrar Stores & Purchase Section IIT Madras Chennai – 600 036
Contact No.	For Queries : 044- 2257 8287/8288
Email Address	adstores@iitm.ac.in

OUTSOURCING OF PHARMACY SERVICES AT IIT MADRAS HOSPITAL

Tender No. IITM/SPS/Pharmacy/015/2022-23/SPL

SCOPE OF WORK

IIT Madras runs a hospital to provide medical facilities to students, employees (existing & retired) and the dependents of the employees (existing & retired).

- 1) The Successful tenderer must establish a full-fledged pharmacy at the Institute Hospital and stock all required drugs as per drug control act.
- 2) The Outsourced Pharmacy shall be established and operated in the space provided in the IIT Madras Hospital.
- 3) **Infrastructure:**
 - Space of about 368 Sq. ft., will be provided by the Institute. The license fee is Rs.17/- per sq.ft. / month plus GST and water charges (Re.1/- per sq.ft.), Electricity charges (As per consumption at TNEB rate), Solid waste disposal charges (10% of License Fee) shall be borne by the successful bidder.
 - The license fee and other charges payable is subject to revision from time to time (every year) at the discretion of the LICENSOR and payable from the date of its effect.
- 4) IITM will provide required room to establish the pharmacy for which the successful tenderer has to pay the monthly rent. The electricity charges should be paid as per consumption by the successful tenderer.
- 5) The tenderer must obtain required drug license including Narcotic drugs, TNGST registration etc. to run the pharmacy.
- 6) Necessary interior arrangements and furnishing has to be made by the Successful tenderer on their own. They will be allowed to put up pharmacy name board at specified areas in the Hospital. The expenditure necessary for installing and maintaining facilities like telephone, fax and internet services will be borne by the successful tenderer.
- 7) Pharmacy must be kept open from 08.00 a.m. to 08.00 p.m. on all days.
- 8) Successful tenderer shall employ adequate, authorized and registered pharmacist (D.Pharm/B.Pharm) to issue drugs. The diploma or degree of the pharmacists recognized by Pharmacy Council of India at the dispensing counter needs to be submitted to CMO/Registrar. At least two pharmacists should be deployed at the counter to issue the medicines at a time and one competent person for billing in each shift. All those working in the pharmacy shall maintain the code of conduct and disciplined behavior required by the IITM. A list of pharmacist and others working in the pharmacy must be submitted with their details including their Passport size photo, educational qualification, pharmacy council registration, experience, address, contact mobile/phone no. etc. to CMO for necessary permission and security pass. Unauthorized person shall not be allowed inside the pharmacy. Any violation will lead to necessary action and cancellation of their IIT security pass.
- 9) The Institute Hospital will issue a 'Reimbursable List' of drugs / surgical items authorized by the CMO for issuing to the eligible IIT patients. No alteration in the list will be allowed without a written consent of the CMO or Doctor concerned. Issue of Reimbursable items is permitted and the necessary payment will be made by the Institute. Non-reimbursable items and Cosmetics will be for Cash bills, and will not be settled by the Institute. Substitution of drugs with other than prescribed brand will be allowed only with a written permission of the prescribing doctor or Consultant or CMO. Newer Drugs, Biologicals or special and expensive medications not in the list of reimbursable drugs should be brought to the notice of the CMO or Hospital Review Board to take a decision to issue free of cost.
- 10) **The Successful tenderer should stock the medicines as per the requirement of the IIT Hospital or they should be in a position to make it available in a maximum of 24 Hrs time.**

- 11) The successful tenderer during the course of functioning shall evolve a system to study the movement of various drugs and stock position to honor all prescriptions always.
- 12) **If there is no stock of a particular drug a suitable equivalent can be given after discussing with the concerned doctor. If the drug or its equivalent is not available then it should not be billed and the drug can be dispensed against a fresh prescription on its availability. All the drugs dispensed has to be billed on the same day.**
- 13) Successful tenderer shall raise a claim bill for all the drugs / surgical items issued (found in the 'Reimbursable List') in a month at the rate specified in their list with necessary taxes if any. The claim bill along with all original prescriptions has to be submitted to CMO in the first week of every month for due verification and for making payment. IITM will make payment for the claim bill after 15 days of receipt of the bill unless otherwise there is any discrepancy or wrong claims.
- 14) Issue of any drug or any other items not found in the 'Reimbursable List' will not be reimbursed. However if stock is available in the pharmacy the same can be sold on receipt of payment from the patients with proper billing with agreed discount. It is the responsibility of Successful tenderer to maintain this account on their own as per rules.
- 15) The bidder should quote desired discount on Product cost excluding tax and other statutory levies, 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 desired discount should be offered on the Product cost and thereafter GST and other taxes shall be levied.**
- 16) Strictly provide paper covers for the supply of medicine and no polyethylene/plastic covers are permitted for this purpose.
- 17) Any drug in the trade name other than that decided by the medical board is debarred to issue to the patient.
- 18) The Successful tenderer should accept the unused medicines (which includes IP and OP medicines) and it should be indicated in the monthly statement to the Institute Hospital. An agreeable timeline should be indicated by the tenderer for the return of medicine.
- 19) The Institute Hospital has the right to procure stock and issue certain drugs or materials directly from other vendors in certain sectors, if and when required.
- 20) 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.
- 21) The Outsourced Pharmacy will, as and when required, attend the meeting fixed by the Institute authorities or by the Institutes Hospital Committee.
- 22) 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
- 23) The Manager should take up the responsibility of supervising the functioning staff, their activities and behavior towards the clients.
- 24) The outsourced pharmacy should not stop the supplies of the medicines/drugs without giving three months' notice to IITM.
- 25) The medicines/drugs to be stocked / dispensed should 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, IITM 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 IITM.

26) DEDUCTIONS FOR DELAY / DEFAULT:

- a. In case of prescription for specific brand of medicines, the same shall not be substituted. The GMP/acceptable substitute list will be provided by the Institute Hospital. Supply should be as per this substitute list. No other medicine other than those mentioned in the substitute list shall be issued. If any such case is noticed during subsequent scrutiny after or before the payment then penalty will be imposed on the outsourced pharmacy for such default.
- b. The prescribed medicine/drugs should be made available at the prescribed outlet in the Hospital within 24 hours of the presentation of prescription. Delayed supply of any medicine without proper justification will attract appropriate penalty.

27) Copy of the duplicate bills should be given to the Hospital User and their signature to be obtained in their copy.

28) The Pharmacy should be for the service of IITM Campus Community.

29) To submit MIS report with details of patients and Doctors and Medicine supplied. There should be a system for billing to ensure proper accounting and should also include the staff/dependents and students details in the data base for the additions/deletions.

Sd/-
Assistant Registrar
Stores and Purchase

OUTSOURCING OF PHARMACY SERVICES AT IIT MADRAS HOSPITAL

Tender No. IITM/SPS/Pharmacy/015/2022-23/SPL

PROFOMA FOR TECHNICAL BID

1	Name of the Tender Company / Firm / Agency / Partnership		
2	Name of the Director / Proprietor of the Firm / Agency		
3	Full address of the Registered Office		
4	Local (Chennai) Office address		
5	Contact Numbers	Office No.	
		Mobile No.	
6	Email ID		
7	GST Number		
8	PAN Number		

Sl. No.	Bidder Eligibility Criteria	Compliance (YES/NO)	Ref. Page no.	Remarks, if any
1	The bidder shall not be from a country sharing land border with India and if the bidder is from a country sharing land border with India the bidder should have been registered with the competent authority as per orders of DIPP OM No. F. No. 6/18/2019-PPD dated 23rd July 2020, and MoCI Order No. P-45021/112/2020-PP (BE II) (E-43780) dated 24th August 2020. A declaration shall be submitted with the bid as per format given in Annexure – D			
2	Only 'Class-I local suppliers' and 'Class-II local suppliers', as defined under DIPP, MoCI Order No. P-45021/2/2017-PP (BE II) dated 16 th September 2020 and other subsequent orders issued therein, shall be eligible to bid in this tender. Declaration for Class-I / Class-II local suppliers should be submitted in the prescribed proforma format as per Annexure – E .			
3	Neither the tender participating firm nor any of its partner has been blacklisted / debarred /involved / convicted in any criminal case / economic offence nor any criminal case / economic offence is pending against firm or any partner of the Firm before any Court of Law / Police. A self-declaration format given in Annexure – F .			
4	The tenderer/Outsourced Pharmacy must hold valid Drug Licence on the date of bid opening under the provisions of the Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945.			
5	The Tenderer/Outsourced Pharmacy must not have been convicted by any Drugs Controls Authority and no case should be pending under the Drugs and Cosmetics Act and Rules. 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.			

Sl. No.	Bidder Eligibility Criteria	Compliance (YES/NO)	Ref. Page no.	Remarks, if any
6	The bidder i.e. Chemist/firm should have an established Pharmacy for at least five years as stated in the Appendix-A . Enclose the relevant Work Order copy.			
7	Declaration by the bidder should be given as per Annexure-G .			
8	The average Annual Turnover of the Bidder should not be less than Rs.5 Crores during the last three years, i.e. 2019-20, 2020-21 & 2021-22. The turnover is to be supported by financial statement of accounts (Including balance sheet, profit and loss accounts statement). Enclose the certified audited financial statement			
9	The tenderer should submit copy of filed ITR for the last three years i.e. AY 2019-20, 2020-21 and 2021 -2022.			

The proof attached should be indexed and page numbers of the attached proof should be clearly mentioned in the Technical Bid format.

Place:

Date:

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

OUTSOURCING OF PHARMACY SERVICES AT IIT MADRAS HOSPITAL

Tender No. IITM/SPS/Pharmacy/015/2022-23/SPL

DETAILS OF THE PHARMACY SERVICES PROVIDED BY THE BIDDER IN THE LAST FIVE YEARS

S.No.	Name of work & Location	Name of the Organization	Scope of Work	Cost of work in lakhs	Period of Work	Name & Address of References

** To be duly filled, signed and submitted the relevant work order Copies in the technical bid*

Certified that the above furnished information is true and correct. IIT Madras is permitted to verify the above details from any of the clients listed above.

Place:

Date:

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

PROFORMA FOR FINANCIAL BID (BOQ)*(To be submitted in e-procurement portal in excel format)***OUTSOURCING OF PHARMACY SERVICES AT IIT MADRAS HOSPITAL****Tender No. IITM/SPS/Pharmacy/015/2022-23/SPL**

Tender Inviting Authority		The Registrar, IIT Madras	
Name of Work		Outsourcing of Pharmacy Services at IIT Madras Hospital	
Contract No		IITM/SPS/Pharmacy/015/2022-23	
Name of the Bidder			
Sl.No	Item Description	Minimum Discount	Offered Discount (The offered discount should not be less than minimum discount for each category)
1.	Pharmaceutical items (Product cost excluding GST)	30%	
2.	Surgical items (Product cost excluding GST)	40%	

Place:

Date:

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

(To be given on the letter head of the bidder)

No. _____

Dated: _____

CERTIFICATE

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that I am not from such a country.

OR (*whichever is applicable*)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that I from _____ (Name of Country) and has been registered with the Competent Authority. I also certify that I fulfill all the requirements in this regard and is eligible to be considered.

(Copy/ evidence of valid registration by the Competent Authority is to be attached)

Place:

Date:

Signature of the Bidder

Name & Address of the
Bidder with Office Stamp

**FORMAT FOR SELF-CERTIFICATION UNDER PUBLIC PROCUREMENT POLICY
(PREFERENCE TO MAKE IN INDIA) 2017**

Tender Reference No. **IITM/SPS/Pharmacy/015/2022-23/SPL**

Name of the Service: **OUTSOURCING OF PHARMACY SERVICES AT IIT MADRAS HOSPITAL**

Date: _____

I/We _____ S/o, D/o, W/o, _____ resident
of _____ hereby solemnly
affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Policy vide GoI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020) MOCI order No. 45021/2/2017-PP (BE II) Dt.16th September 2020 & P- 45021/102/2019-BE-II-Part(1) (E-50310) Dt.4th March 2021 and any subsequent modifications/Amendments, if any and

That the local content for all inputs which constitute the said item/service/work has been verified by me and I am responsible for the correctness of the claims made therein.

Tick (✓) and Fill the Appropriate Category	
<input type="checkbox"/>	I/We _____ [name of the supplier] hereby confirm in respect of quoted items that Local Content is equal to or more than 50% and come under “Class-I Local Supplier” category.
<input type="checkbox"/>	I/We _____ [name of the supplier] hereby confirm in respect of quoted items that Local Content is equal to or more than 20% but less than 50% and come under “Class-II Local Supplier” category.

The details of the location (s) at which the local value addition is made and the proportionate value of local content in percentage

Percentage of Local content : _____ %**
Location at which value addition done : _____

For and on behalf of (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

[Note: In case of procurement for a value in excess of Rs. 10 Crores, the bidders shall provide this certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.]

This letter should be on the letterhead of the quoting firm and should be signed by a competent authority.

** Services such as transportation, insurance, installation, commissioning, and training and after sales service support like AMC/CMC cannot be claimed as local value addition

<Insert Name, Designation and Contact No.>

(To be given on the letter head of the bidder)

Self-Declaration that the Service Provider has not been Blacklisted

I S/o
R/o police station District Director
/ partner/ sole proprietor (Strike out whichever is not applicable) of
..... (Firm or Company) do hereby declare and solemnly affirm:

- I. That the Firm has not been Blacklisted or declared insolvent by any of the Union or State Government / Organization.
- II. That none of the individual / firm / Company Blacklisted or any partners or shareholder thereof has any connection directly or indirectly with or has any subsistence interest in the deponent business / firm company.
- III. That neither the Firm nor any of its partner has been involved / convicted in any criminal case / economic offence nor any criminal case / economic offence is pending against firm or any partner of the Firm before any Court of Law / Police.

Place:
Date:

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

DECLARATION OF BIDDER

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

To
The Registrar
Indian Institute of Technology Madras
Chennai 600036

Dear Sir/Madam,

1. I/We hereby agree to run the pharmacy in the outlet provided at the Hospital of IIT Madras as per the requirements of IIT Madras.
2. I / We hereby offer to stock and dispense medicine at the Outsourced Pharmacy of the Hospital, IIT Madras, as indicated in the bid notice, and agree to supply the items with the discount as mentioned in the price bid of this document.
3. I/ We shall be bound by a communication of acceptance dispatched within the prescribed time.
4. I / We have understood the 'Instructions to the Bidders' and 'Conditions of Contract' and fully accept them.
5. 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 Madras.
6. 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.
7. I /We agree to dispense the medicines/drugs to the beneficiaries of IIT Madras by trained persons under the supervision of qualified professionals (Pharmacists) at all time.
8. I /We agree that the stocking and dispensing of aforesaid will be complied as per the provisions of Drugs & Cosmetics Act, 1940 and rules 1945 made there under.
9. 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.
10. I/We, also undertake that the medicines/drugs shall be stocked as per the prescription of Medical officers and Visiting Consultants of IIT Madras Hospital and dispensed as per the contract/extension of contract and no "Substitute Medicines/Drugs" will be stocked/dispensed.

**SIGNATURE OF THE BIDDER
NAME & ADDRESS OF THE
BIDDER WITH OFFICE STAMP**