

भारतीय प्रौद्योगिकी संस्थान तिरुपति



TIRUPATI

भारतीय प्रौद्योगिकी संस्थान तिरुपति

INDIAN INSTITUTE OF TECHNOLOGY TIRUPATI

Yerpedu – Venkatagiri Road, Yerpedu Post, Tirupati District, –517619

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

For operating In House Pharmacy Outlet at Health Center of IIT Tirupati for supply of pharmaceutical medicines of standard companies on credit basis to the students & employees of the Institute.

EOI Reference Number: **IITT/ADMIN/2023-24/21**

Date: **14-11-2023**

Issued by:

The Assistant Registrar (Purchase & Stores Section)
Indian Institute of Technology Tirupati,
Yerpedu – Venkatagiri Road, Yerpedu,
Tirupati District – 517619,
Andhra Pradesh

The EOIs should be submitted physically/through post/courier in Sealed Bids to the address mentioned above.

The sealed bids should be super-scribed as “EoI for operating in house pharmacy outlet at health center of IIT Tirupati”.

Indian Institute of Technology Tirupati (IITT) invites Expression of Interest (EOI) from eligible, qualified, capable and registered Individual/Firm/Companies for operating In House Pharmacy Outlet at Health Center of IIT Tirupati for supply of pharmaceutical medicines of standard companies on credit basis to the students & employees of the Institute.

Schedule of Events:

Publish Date & Time	14.11.2023	17:00 hrs.
Pre-Bid Meeting	20.11.2023	15:30 hrs.
Submission start date & time	21.11.2023	10:00 hrs.
Submission close date & time	05.12.2023	15:00 hrs.
Technical Bid Opening Date & Time	05.12.2023	15:30 hrs.
Financial Bid Opening Date & Time	Will be separately notified to the Technically qualified bidders.	

Pre-Bid Meeting: A pre-bid meeting will be conducted at IIT Tirupati as per the schedule. All prospective bidders may participate in the meeting and clarifications to all the queries will be given during the Pre-Bid Meeting. No further queries will be entertained after the Pre-bid meeting.

Venue for the Pre-bid Meeting: Dean Student Affairs Meeting Room, Left Wing, First Floor, Admin Building, IIT Tirupati

Some important requisite information pertaining to the outlet:

Location of the In-house Pharmacy Outlet	At Health Centre of the Institute
Monthly License Fee	₹500 + GST per month
Timings of the Pharmacy	Weekdays – 9:00 AM to 9:00 PM Holidays & Weekends – 9:00 AM to 2:00 PM <i>However, the pharmacist should be available on phone other than working hours during the time of emergency.</i>
Security Deposit	Rs. 3,00,000/-

ELIGIBILITY CRITERIA:

1. The bidder (Chemist/Firm/Company) should be a registered Individual/ Firm/ Company/ Chemist.
2. The bidder must have experience of running similar outlet(s) or providing medicines for TWO consecutive years in a Government/Semi Government/Autonomous body/reputed hospitals/any reputed organization etc. Interested bidder may apply along with sufficient proof of experience/ability to run the pharmacy.
3. The bidder should have a minimum annual turnover of ₹25 Lakhs in the last two financial years starting from 2021.

I. SCOPE OF WORK:

1. The Pharmacy will stock the drugs and medicines of well reputed companies according to the lists provided by the Medical Officer In-charge, Institute Health Center, IIT Tirupati once contract is awarded. Cold Storage wherever necessary will have to be arranged by the successful bidder. No new medicines should be stocked without the permission of Institute Health Centre. Adverse drug reporting must be done if there are adverse drug Reactions for a particular batch.
2. The pharmacy shall make the necessary arrangement to supply all types of medicines prescribed by the Institute Medical Officers/Visiting Consultants to the beneficiaries/customers including provision of all materials, medical devices/equipment etc. as required. This will also include the cost of transportation, cost of materials and labour etc. The licensee shall make his own arrangement for safe storage of medicines/medical devices/equipment etc.
3. The Pharmacy will have to issue the medicines to the patients and Institute Health Center on requisition/ as per prescription only. Pharmacy will be advised to give the medicines to the patients in cut strips STRICTLY as per prescriptions.
4. Other items like sanitary items, food substitutes, Diagnostic & Surgical etc., shall be available in the Pharmacy. Advertisement in any form of any product in Pharmacy or other products is not permitted. The successful bidder should prominently display the applicable discounts for all such items.
5. The Medicines to be supplied will be based on the prescription issued by the Medical Officers of IIT Tirupati/ authorized visiting Doctors.
6. No substitute medicine other than the prescribed medicine of any kind will be supplied to the beneficiaries except with proper authorization from Medical Officer In-charge or his/her authorized Medical Officers of IIT Tirupati.
7. The Pharmacy will have to stock the inventory having a 2/3rd of the shelf life.
8. An adequate number of pharmacists, depending on the requirement, must be provided by the approved Pharmacy/firm. If any deficiency is found, the IIT Tirupati reserves the right to cancel the Pharmacy/firm contract without any notice. ***However, the pharmacist should be available on phone other than working hours during the time of emergency.***
9. The Pharmacy will be established in the Health Centre, IIT Tirupati campus and its services will be utilized by both IIT Tirupati and IISER Tirupati communities.
10. Expenditure on establishment of shop, broadband Internet connectivity, telephone etc. shall be borne by the Pharmacy. The Institute will provide electricity on a payment basis as per applicable rates of the Institute.
11. Institute Health Centre, IIT Tirupati will not provide any manpower. The Pharmacy/firm should engage qualified & good conduct pharmacist with a diploma / degree from a Government recognized Institute (Recognized by Pharmacy Council of India). **Pharmacists should be trained in dealing with patients.**

12. The successful Pharmacy/firm should apply and procure a valid retailer food & drug license at least for 2 years from appropriate govt. agency/authority (from the Drugs Control Department, Govt of Andhra Pradesh, under the provisions of The Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945) for operating the proposed pharmacy at the Institute Health Center, IIT Tirupati.
13. The Pharmacy should have all mandatory licenses required to stock and dispense the medicines.
14. The Pharmacy/firm shall arrange and will be responsible for all clearances / formalities including drugs license from State Drug Controller for opening Pharmacy/firm / pharmacy shop in the allotted space within one month.
15. The medicines should be supplied as per the mentioned & approved brands as prescribed by the Medical Officers, IIT Tirupati.
16. The pharmacy/firm shall make arrangements for systematic distribution of medicines to the patients.
17. Pharmacy/firm should maintain inventory & billing software for keeping records of all medicines at Institute Health Center, IIT Tirupati. No charges will be payable from the Institute for purchase and maintenance of Inventory & billing software.
18. Consolidated bill shall be submitted once in every month to the Medical Officer Incharge, IIT Tirupati enclosing the documents, prescription duly signed by the employees, his/her family members, students along with a consolidated statement having all such details of medicines supplied, rates, amount etc., for verification and processing for payment.
19. The pharmacy shall not issue non-availability certificate for supply of medicines. However, in exceptional cases, the percentage of discount accepted to be given by the party on the medicines will be charged to the contractor and recovered from the bills.
20. The appointed Pharmacy or its representative will, as and when required, attend the Medical committee meetings.
21. The Pharmacy should have its own approved letter pad, rubber stamp, seal etc.
22. Only qualified pharmacists shall dispense the medicines/drugs at the Pharmacy outlet of the Institute. The contractor has to submit the details of qualifications of persons / employees to be engaged by him in his pharmacy. Only the persons/employees approved by the Medical Officer incharge of the health center may be engaged in the pharmacy. They should be covered under medical insurance in accordance with the Rules of Shops & Establishments Act. All staff should be paid in accordance with the Minimum Wages Act.
23. In case of failure to pay the license fee and electricity charges within the stipulated date, a penalty will be charged as per Institute Rules.
24. The contractor/agency shall not sublet the pharmacy service.

25. The possession of the premises (Pharmacy Outlet) granted to the Pharmacy shall continue with the IIT Tirupati and the license shall be given only to stock / dispense the medicines/ drugs.
26. No advance payment shall be made to the successful bidder, by IIT Tirupati in any form or under any circumstances.
27. **Price offer from Bidder:**

The Bidder shall offer the maximum uniform discount on M.R.P. i.e. Maximum Retail price which is printed on the packings / flaps/ bottles. In case there is any anomaly between the uniform discount quoted in figures and words then the highest discount mentioned either in words or in figures will be considered for bid evaluation. The contractor will be paid on M.R.P. less discount. No extra amount towards GST or any other levy/tax will be paid which has to be borne by the contractor. Tampering on the printed M.R.P of the manufacturer by the local pharmacy/ chemist by using stickers or any other means will not be accepted.

II. TERMS AND CONDITIONS:

1. The firm offering highest discount on Drugs, Medicines, sanitary items, food substitutes, Diagnostic & Surgical will be awarded the contract.
2. A list of medicines to be stocked will be provided by the Institute Health Centre, IIT Tirupati once contract is signed.
3. IIT Tirupati reserves the right to reject or accept the highest discount offering Bid or any Bid and also reserves the right of accepting the whole or any part of the Bid.
4. The successful bidder will abide by all the Terms & Conditions.
5. The successful bidder will be awarded the contract **for two years from the date of the work order**. Based on satisfactory performance, the contract may be extended to such further period(s) on mutually agreed terms and conditions and in any case not exceeding 3 (three) years from the date of commencement of work.
6. If the quality of medicines/consumables/pathological kits products and services provided is not found satisfactory, IIT Tirupati reserves the right to cancel or amend the contract.
7. Under any circumstance, reused/recycled and re-circulated medicines shall not be dispensed by the Pharmacy.
8. The contractor shall be liable for any wrong dispensing of the medicine / dispensing of substitute medicine even though the same is overlooked by the departmental pharmacist deployed for the purpose.
9. Violation of any of the terms and conditions stipulated above amounts to breach of contract in which case IIT Tirupati may take any appropriate action including imposing of penalty, forfeiture of security deposit or cancellation of the contract.
10. The bidder will be construed and shall be governed by the laws applicable for running pharmaceutical store and the contractor shall be required to comply with such laws with regard to performance of the contract including safety and security. The bidder shall ensure the payment of wages to his staff on time and provide them with a photo

identity card to be exhibited while in the premises of IIT Tirupati. The bidder will be covered under all statutes including the Labour Laws.

11. **Submission of EoI/Bid:**

- i. **Envelopes:** Signed and sealed Part-I and Part-II should be kept in separate sealed covers.
- ii. **Cover 1:** The cover for Part-I should be super-scribed as “EoI for operating In House Pharmacy Outlet at Health Center of IIT Tirupati **“(Technical Bid)”**”
- iii. **Cover 2:** The cover for Part-II should be super-scribed as “EoI for operating In House Pharmacy Outlet at Health Center of IIT Tirupati **“(Price Bid)”**”
- iv. All the two covers should be kept in a big single sealed cover super-scribed as “EoI for operating In House Pharmacy Outlet at Health Center of IIT Tirupati”.

12. **Performance Guarantee:**

- i. Performance Bank Guarantee (PBG) of any nationalized Bank in favor of IIT Tirupati should be submitted to a tune of Rs. 3,00,000/-. This PBG shall cover the entire period of contract and shall remain valid for a period of 90 days beyond the period of contract. If the contract is further extended beyond the initial period, the PBG shall be renewed for the extended period.
- ii. No interest will be paid by IIT Tirupati on the deposit. After successful completion of the contract, the security deposit will be refunded after adjusting dues if any to the IITT from the Contractor.
- iii. Performance Security will be forfeited if the firm fails to perform/abide by any of the terms or conditions of the contract.

13. The contractor shall possess and present required licenses viz: Drug License, GST License, Solvency Certificate, Latest Assessment Report of Sales Tax, Non-conviction Certificate from Drugs License Issuing Authority, IT Permanent Account Number, GST Registration Certificate, Name of Pharmacist before commencement of the contract. Attested photocopies of all licenses required should also be submitted and obtain all permits and licenses at his cost which he may be required to comply with respect to laws, ordinances and regulations of the Government or Public authorities in connection with the performance of his obligation under the contract.

14. In addition to the above and in order to regulate for bringing stringent measures, instructions would be issued from time to time to the contractor which the contractor should implement immediately.

15. The contractor shall not part with any information relating to contract or incidental thereto, to third parties, except where needed for the performance of the contract with prior consent of IIT Tirupati. In such a case, the party shall ensure and obtain similar obligation of confidence from third parties, in question.

16. The contractor will be responsible for all claims for damages and liability which may arise due to failure to comply with any of the above conditions.

17. EOI's are invited only from OEM's or their Authorized Distributors/ Dealers/Firms etc., for supply and installation of the stores mentioned in this EOI. Vendors are requested to attach proof to show that they are the Authorized Dealers of the brand that they are quoting for the manufacturers of the product.
18. **Evaluation of Bids and Award of Contract:**
 - i. The technical evaluation committee will examine the bids to confirm that all documents and technical documentation requested in EOI have been provided, and to determine the completeness of each document submitted. The bidders, who do not meet the basic requirements, are to be treated as unresponsive and ignored.
 - ii. The financial bid will be opened only for technically qualified bidder.
 - iii. The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by the Procuring Entity. Evaluation of bids shall be based only on the criteria/ conditions included in the EOI Document.
 - iv. The institute will award the contract to the successful Bidder based on the HIGHEST DISCOUNT OFFERED.
 - v. The Institute will notify the successful bidder in writing by registered letter or e-mail that the bid has been accepted and a separate contract/work order shall follow through post/e-mail.
 - vi. The successful bidder should submit order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested, and his bid security is liable to be forfeited.
 - vii. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of the contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
 - viii. Any effort by a Bidder to influence the institute in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
19. Canvassing in any form with regard to this EOI will lead to rejection of the bid.
20. It must be clearly understood that any contract concluded pursuant to this EOI shall be governed by the terms and conditions as contained in the EOI. Bidder must, therefore, take special care to go through the EOI. It should also be realized that the bidder is willing to execute the contract as per the terms and conditions of the contract.
21. Only one EOI shall be submitted by one bidder.
22. No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the bids for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.

23. **Force Majeure:** Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and affects the implementation of this contract adversely.
24. **Arbitration:** All disputes or differences arising out of the contract, except disputes or differences for which separate provisions for their resolution have been made in the contract ('excepted matters'), shall be settled by Conciliation or Arbitration in accordance with the Arbitration and Conciliation act, 1996, and the provisions made hereinafter in this article. In the event of any dispute or difference arising under this contract, the Registrar, IIT Tirupati or his nominee is the arbitrator, and the decision of the arbitration will be binding on both parties.
25. **Jurisdiction:** the competent court at Tirupati shall have exclusive jurisdiction upon any matter arising out of this contract.
26. Until a formal agreement is prepared and executed, acceptance of this EOI shall constitute a binding contract between the bidder and Institute subject to modifications, as may be mutually agreed between the bidder and IITT.
27. All the Bids must be valid for a period of 120 days from the last date of submission of the bid for execution of Contract. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original or extended Contract period.
28. Any bidder who is already into any kind of litigation with the Institute shall be barred from participating in this bidding process. Employees' and students' relatives are barred from submitting the bids.
29. All necessary furniture and other infrastructure, for providing the services in the outlet, shall be arranged, provided and maintained by the contractor.
30. Facility of prevalent Digital Payment method such as BHIM, UPI, Mobile Wallet, Credit / Debit Card, etc. should be made available by the contractor.
31. The licensee shall maintain full hygienic conditions in the outlet in keeping the floor, furniture, etc. neat and clean, so as to maintain the standards and aesthetic values in the outlet. The licensee shall also have to make his own arrangements for safe storage of materials including the food items.
32. Usage of plastic bags is strictly prohibited and the same shall not be used under any circumstances, whatsoever, Instead, use of paper bags etc. is encouraged.
33. The Licensee shall be responsible for strict adherence of discipline and good conduct by its workers deployed to the outlet.
34. The entire Institute campus is declared as tobacco free campus. The contractor shall ensure that no product shall be sold from the premises, which is prohibited to be sold within the premises of an educational Institute, as per the provisions of

Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003. If a contractor is found selling the cigarette and other tobacco products, the agreement shall be terminated with immediate effect and the said contract be debarred for five years from participating in any tender floated by the Institute.

35. **Termination of Contract:** Either party may terminate the contract by giving one month's notice to the other party without assigning any reasons, whatsoever. The contract may be terminated in terms of any provisions stipulated in the contract.

III. TERMS OF PAYMENT:

1. The Pharmacy shall present the Consolidated Bill together with prescriptions duly signed by the employees, his/her family members, students to the Medical Officer Incharge on completion every month. 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, and prescription slip number with date, as per contract etc. and any other information required by the IIT Tirupati Authorities for verification and processing for payment.
2. Payment will be made within 30 days from the date of submission of the bill completed in all respects as mentioned above.
3. Payment shall be made by electronic fund transfer, or any such other mode offered by the Bank.

IV. PENALTY:

1. In the event of breach of any of the terms & conditions of the contract or bidder neglects, delays or fails to perform the contract, IIT Tirupati reserves rights to forfeit the Performance Bank Guarantee and debar the bidder from participating in future tenders for such a period, as deemed fit.
2. **Deductions for Delay / Default:**
 - a) The stock of **Life saving drugs/medicines as per standard** should be made available immediately on placing the indent/demand.
 - b) In the 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 ₹1,000 plus cost of the specific brand of medicines for each such default.
 - c) Medicines as per the prescription or list provided by IIT Tirupati have to be available all the time in pharmacy. In case of failure to maintain stock as per requirement, penalty of ₹100 per prescription will be imposed.
 - d) The prescribed medicine/drugs other than listed should be made available at the prescribed outlet within 24 hours of the presentation of prescription. Delayed supply of any medicine without proper justification will attract penalty of ₹1,000 per prescription.

V. PRE-QUALIFICATION CRITERIA
TECHNICAL BID

Sl.No.	Particulars	Details	Proof Attached (Yes/No)
1	Name of registered Firm/Company/Chemist <i>(with Proof of Registration)</i>		
2	Full Postal Address, Telephone/Fax No., E-mail:		
3	The Pharmacy/firm must hold valid Food & Drug Administration License <i>(Enclose copy of valid FDA License of the Pharmacy/firm in the technical bid).</i>		
4	The Pharmacy/firm should have established/existence of Pharmacy for at least 3 consecutive Years. <i>(Enclose copy of Certificate of Incorporation/ Registration of pharmacy).</i>		
5	The Bidder must not have been convicted by the State Drugs Authorities and no case should be pending under the provisions of Drugs and Cosmetics Act, 1940 & rules made there under. <i>(Enclose an undertaking on company letterhead)</i>		
6	Bidder Acceptance of EOI Document as per Annexure-I attached.		
7	Copy of PAN Card		
8	Copy of GST Registration Certificate		
9	The average annual financial turnover of 'The bidder' during the last three years , ending on 31 st March of the previous financial year, should be at ₹25 Lakhs as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries. <i>(Documentary evidence Duly certified by the valid Chartered Accountant must be enclosed with the technical bid along with Annexure-III)</i>		

Notes: Bids not complying to the above technical eligibility criteria and non-submitting the required documents are liable to be rejected.

FINANCIAL BID

Sl.No.	Particulars	Maximum uniform discount offering on M.R.P.		
		Drugs & Medicines (60% weightage)	Diagnostic & Surgical items (30% weightage)	Sanitary items, Food substitutes (10% weightage)
		(A)	(B)	(C)
1	Operating In House Pharmacy Outlet at Health Center of IIT Tirupati for supply of pharmaceutical medicines of standard companies on credit basis to the students & employees of the Institute.			

Note:

1. The discount percentage should be applicable throughout the contract period.
2. Weighted average as mentioned in the above table will be considered to evaluate the bidder.
3. The bidder quoting highest weighted average discount will be ranked as H1 and the contract order will be placed accordingly.
4. In case of a tie, the bidder quoting higher discount for Medicines (A) will be considered as H1 and if still there is a tie, highest discount offered by the bidder concerned on diagnostics and surgical items will be considered as H1 bidder.

EOI ACCEPTANCE LETTER
(To be given on Company Letter Head)

To,
The Assistant Registrar (Purchase & Stores Section)
Indian Institute of Technology Tirupati

Sub: Acceptance of Terms & Conditions of EOI

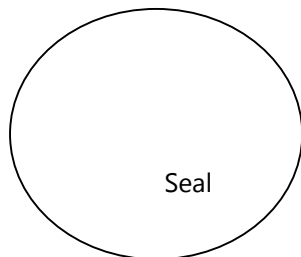
EOI Reference No. : _____

Name of EOI / Work : _____

Dear Sir/Madam,

1. I / We have downloaded / obtained the EOI for the above mentioned "Work" from the website(s) namely: _____
as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / We have read the entire terms and conditions of the EOI and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the conditions of above mentioned EOI document(s) / corrigendum(s) in its totality / entirely.
5. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/ Public Sector Undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department / organization shall without giving notice or reason thereof, may summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including forfeiture of the full said EMD absolutely.

Date:



Place:

Authorized Signatory

Name:

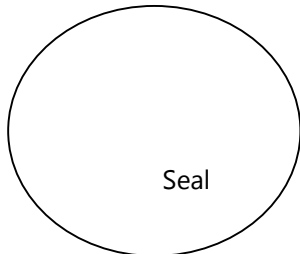
Designation:

Contact No.:

BIDDER'S INFORMATION
(On Company's Letterhead)

BIDDER'S DETAILS		
1	Registered Name of the Bidder	
2	Year of Establishment	
3	Registered Address of Bidder	
4	Status of the Company (Public Ltd./Pvt. Ltd.)	
5	Valid GST Registration No. with GST Registration State Name	
6	Details of the Incorporation of the Company	
7	Permanent Account No.(PAN)	
8	Name and Designation of the Contact Person	
9	Contact No. Email Address of the Contact Person	
10	Bank Details of the Agency Bank Name : Name of the Branch : Branch Code : Bank Address Bank : Type of Account : Account Number : NEFT/IFSC Code : RTGS Code : 9 Digit MICR Code :	

Date:



Place:

Authorized Signatory

Name:

Designation:

Contact No.:

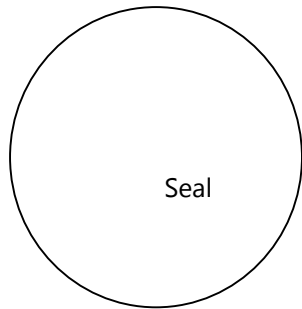
ANNEXURE – III

Annual Turnover and Profit Details:

Evaluation Criteria				Remarks
Bidder's Annual Turnover and Profit for last three financial years	Financial Year	Turnover in ₹	Annual Profit in ₹	Supporting Documents to be attached along with the Annexure-III
	2020-21			
	2021-22			
	2022-23			

Date:

Authorized Signatory:



Name:

Place:

Designation:

Contact No.: