

**Tender No. : ADVT. NO. JN/D(AA)/16/28**

**Date : 22/06/2016**

**TENDER NOTICE FOR OUTSOURCING OF PHARMACY AT HEALTH UNIT FOR  
SUPPLY OF DRUGS AND CONSUMABLE MEDICAL STORES 2016-2017**

IEST, Shibpur wants to enlist vendors for opening and smoothly running, an outsourced pharmacy at the premises of the IEST Hospital for supply of drugs and consumable medical stores for a period of one year, extendable up to a period of three years on the basis of performance of the supplier. The pharmacy will cater to the needs of the students and employees (along with their dependents) of IEST Shibpur. In case of students, the purchase of medicines against approved prescriptions will be made through cash payment. In case of employees covered under the Contributory Medical Scheme (CMS), the purchase of medicines against approved prescriptions may be cashless, with the bill directly sent by the pharmacy to CMS / hospital for reimbursement. However, the pharmacy will offer a discounted price compared to the market rate in both cases. The selection of the vendor will be done on the basis of the highest rebate offered on the retail price. The details of the tender are as given below:

1. Sealed tenders are to be submitted by registered, experienced and reputed vendors for a period of one year.
2. The tender document can be downloaded from IEST Shibpur website.
3. The tender document is in two parts- A and B.
4. Part A lists the eligibility criteria that are to be fulfilled in order to qualify for registration as vendors of outsourced pharmacy in this hospital. Bidders are advised to ensure that all criteria are met. Sub-tendering of bids would be a cause for rejection.
5. Part B consists of the terms and conditions for the opening of outsourced pharmacy. A list of commonly accepted manufacturers of drugs is also attached.
6. Bidders are requested to enclose Part A and Part B of the tender document **duly marked in two separate envelopes** and submit them at the Office of the Dean, Administrative Affairs of IEST Shibpur superscribing a single envelope containing both the envelopes stated above, with "Tender for Outsourced Pharmacy". Part A of the bids will be opened on designated time and date at the Office of the Dean, Administrative Affairs, IEST, Shibpur in the presence of vendors / representatives.
7. Bids which meet the criteria in Part A will only be considered for further processing. In case the bidders do not qualify in Part A, unopened Part B envelopes will be returned to them.
8. Final selection of the vendors will be done on a subsequent date.
9. Successful bidders would be required to enter into a price agreement (i.e. rebate on Generic and Branded items) with the Institute prior to commencing supplies.
10. Bidders are free to visit the site of the Pharmacy outlet at the Institute health unit during the working hours with permission of the authorities.

(P. K. Paul)  
Dean, Administrative Affairs

**Application For Registration Of Vendors For Outsourced Pharmacy**

**PART 'A'**

Sir,

1. Reference advertisement in \_\_\_\_\_ newspaper, dated ----- regarding registration of vendors for outsourced pharmacy for financial year 2016-17.
  
2. We, M/s \_\_\_\_\_, Manufacturers/Authorised Distributors/Wholesale /Institutional Dealers/ Retail drug suppliers, after perusing the list of acceptable manufacturers are pleased to inform that we are interested in registering our firm for outsourced pharmacy to your esteemed Institute for supplying the following categories of Medical Items.
  - i) Drugs and consumables
  - ii) Surgical Dressings, Ligatures, Disposable items

**3. Eligibility:-**

Details of our firm are as appended below and the following requisite documents in support of the registration as per eligibility criteria are enclosed here with. (Documents /Certificates are attached in the following sequence)

- a) Name of the firm with bona fide Office address and telephone number (verifiable on ground)
- b) **Certificate in support of 5 years' experience and at least 5 outlets in and around Kolkata.**
- c) Valid drug license issued by Drug Controller, valid for West Bengal.
- d) Narcotic and schedule H drug license (wherever applicable), Form 20, Form 21, Form 20-B, Form 21-B, Form 26, license to stock, exhibit, manufacture, for sale / distribute in retail or wholesale, issued by FDA, Kolkata and applicable to Kolkata.
- e) ISO/BIS/CE Certificate, if applicable.
- f) Bank solvency certificate with credit limit.
- g) PAN/TIN no. in name of company
- h) Non conviction certificate on non judicial stamp paper issued by FDA, Kolkata /self declaration of non-conviction stamp paper, duly notarized.
- i) Copy of central/State sales Tax/VAT registration.
- j) Latest sales tax receipt ( e- challan)
- k) Copy of IT return acknowledgement for last three years.
- l) Latest IT clearance certificate/ IT return.
- m) Undertaking on letter head as per enclosed format to make supplies at short notice.
- n) Single registration certificate as per enclosed format on firm's letterhead.
- o) An undertaking for free replacement of unconsumed stock of emergency medicines of IEST Hospital even on expiry of shelf life, if given intimation of three months prior to expiry of shelf life. An undertaking warranty/guarantee for free replacement of items reported toxic or those undergoing premature deterioration and those rendered unserviceable due to reasons of

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force-majeure, as per enclosed format on firm's letter head.

- p) Tender fee of Rs. 500/-
- q) Earnest money deposit (EMD).

**Note**

- (i) All the above submitted documents should be duly authenticated and notarized.
- (ii) The firm that has been selected to receive responsibility of outsourced pharmacy should not sub-tender the supplies to any other vendor.
- (iii) Non compliance with any of the eligibility criteria will disqualify my firm from participating in the tendering process.

4. The terms and conditions applicable for vendors for registration are acceptable.

Thanking you,

Yours faithfully,

Place:

Signature of Proprietor/  
Authorized signatory  
Seal of the Firm

Date:

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**CERTIFICATE OF UNDERTAKING**

We, M/s .....hereby undertake to make supplies at short notice, if required within twelve hours, to meet urgent/ emergent requirements.

Signature of Proprietor/  
Authorized Signatory Seal of  
the Firm

Date:

.....

**CERTIFICATE**

Certified that I / we, M/s..... have not applied for registration by any other name or by quoting any other license number of name of the firm of which I am / we are, not the bona fide owner.

Signature of Proprietor/  
Authorized Signatory Seal of  
the Firm

Date:

**CERTIFICATE OF UNDERTAKING**

We, M/s\_\_\_\_\_ hereby undertake to replace free of cost, unconsumed stock of emergency medicines of IEST Hospital even on expiry of shelf life if given intimation three months prior to expiry of shelf life. Further, we undertake to do free replacement of items reported toxic or those undergoing premature deterioration or rendered unserviceable due to reasons of force-majeure.

Signature of Proprietor/  
Authorized Signatory Seal of  
the Firm

Date:

**PART 'B'**

**Terms and Conditions of Contract for OUTSOURCED PHARMACY**

- 1. SCOPE OF WORK:** The agency shall provide medicines on credit basis to the employees and their dependent family members covered under CMS on production of authorization from the Medical officer or any officer authorized by the Institute. It will also supply medicines on payment basis to bona fide students on production of authorization from a registered medical practitioner. For persons working/residing in the campus, it will supply medicines on payment basis provided a prescription from a registered medical practitioner is furnished. **Sale of medicines to outsiders is strictly prohibited.**
- 2. BILLING:** The pharmacy will install the computerized billing system for issuing/selling medicine. The system should be capable of being integrated with the MIS system of IEST Shibpur. The agency shall submit bills to the Institute for payment by 7<sup>th</sup> of succeeding month against which the Institute will release the payment by 20<sup>th</sup> of the month subject to submission of the required discounts.
- 3. TIMING:** The shop will be open for 12 hours (9 am to 9 pm) every day of the week round the year.
- 4. PERSONNEL:** The agency shall engage registered Pharmacist(s) in the Pharmacy outlet on 12×7 basis. It will be the responsibility of the agency for verification of the character and antecedents as required by the law in respect of the persons engaged by them for operation of the Pharmacy outlet. The Institute shall not be responsible for payment of salary to the persons engaged in the outlet. The agency shall nominate a person of their team as point of contact for the Institute to sort out of day to day minor issues, if any, arising out of the transaction of the pharmacy outlet.
- 5. NON SUBSTITUTION:** The chemist will not change Molecule (generic) mentioned in the prescription. In case of request for specific brand of medicines, the brand shall not be substituted irrationally.
- 6. PACKED SUPPLIES:** Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity.
- 7. INDIVIDUAL PACKETS:** The agency shall put all medicines/consumable items/assistive devices as per prescription per patient in one packet.
- 8. LIFE PERIOD OF MEDICINES SUPPLIED:** Every medicine has its own shelf-life period mentioned on the label of medicine/consumables. The shelf life of medicines/consumables supplied should not have passed more than half of its shelf life at the time of supply.
- 9. PERFORMANCE SECURITY:** The amount of performance security shall be liable to be forfeited if the medicines / consumables etc. supplied by the authorized chemist against the request on them in pursuance of this contract are subsequently found as not conforming to the required quality. Performance security is liable to be forfeited if they:
  - i) Fail to adhere to the terms and conditions of the contract

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- ii) Supply any substandard and/or spurious medicines, substitute medicines etc.
- iii) Non availability of common medicines and consumables
- iv) Overcharging i.e. not offering the predetermined discount
- v) Non- payment of license fee/any other dues. The chemist should not stop the sale of the medicines/ consumables/ implants/ orthotic and prosthetic devices etc. without giving 30 days prior notice to the Institute.

**10. PENALTY:** The agency shall ensure the availability of all medicines and consumables at all times. In case of non availability of any items, the firm will procure the requisite items from nearby market and provide the same within an hour to the patients. In case the chemist fails to supply the prescribed medicines and other items, a penalty will be imposed which has to be decided on the merit of the complaint by the competent authority. In case of prescription for specific brand of medicines and other items, the same shall not be substituted. If any such case is noticed during random check/complaint by the purchaser etc. after the payment, then chemist will be penalized by Rs. 1000/- plus cost of the specific brand for each such default.

**11. TERMINATION:** IEST, Shibpur may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the agency, terminate the contract in whole or part -

- i) If the agency fails to provide any or all of the services within the period(s) specified in the contract
- ii) If the agency fails to perform any other obligation(s) under the contract
- iii) If the agency, in the judgment of the IEST has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

**12. SALE OF MEDICINES/ COSUMABLES:**

- a) Sufficient stock of standard quality of medicines/ surgical items/ medical implants/ orthotic and prosthetic devices at all times will have to be mentioned by the chemist.
- b) The chemist will indicate the name of the medicines, quantity, batch number, date of expiry including discount given in the cash memo at the time of supplying the medicines/surgical items to the purchaser.
- c) The medicines/ surgical items etc. to be supplied will be of standard quality. In case, it is found that any particular medicines/ surgical items etc. is expired or is close to the date of expiry, found substandard or spurious, chemist will liable to be penalized which may include being debarred for a period of three years besides other legal action as may be necessitated.
- d) Medicines/ consumables items for the patients shall be supplied in individual packets by the chemist.

**13. RETURN OF UNCONSUMED STOCK OF MEDICINES/ SURGICAL ITEMS:** The agency will accept the stock of unconsumed/ unused medicines/ consumables items from patient, if returned to him in good / original pack within a week of purchase along with the original cash memo and refund the original amount.

**14. INDEMNITY:** The agency shall indemnify the Institute against all actions, suits, claims and demand brought/ made against it in respect of anything done or committed to be done by the agency in execution of/ or in connection with the work of this contract and against any loss or damage to the hospital in consequence to any action or suit being brought against the agency for anything done or committed to be done in the execution of this contract. The agency will abide by the job safety measures prevalent in India and will free the hospital from all demands or responsibilities arising from accidents or loss of life, the cause of which is the agency's

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negligence. The agency will pay all indemnities arising from such incidents without any extra cost to the Institute and will not hold the Institute responsible or obligated.

**15. 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 (the decision whereof is not here in otherwise provided for) shall arise between the hospital and the agency 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 and settled by sole arbitration of the qualified person appointed by the Director, IEST, Shibpur who shall give written award of his decision to the agency. The decision of the Director, IEST Shibpur will be final and binding. For all legal matter, jurisdiction will be of High Court of West Bengal only.

### **16. NOTICES:**

- a. Any notice given by one party pursuant to this Contract shall be sent to the other party in writing by registered post or by e-mail and confirmed by original copy by post to the other Party's address.
- b. Notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **17. OTHERS:**

- i) **The applicant should be willing to continue registration with this Institute for a minimum period of one year.**
- ii) **The bidder should have at least 5 years of experience in pharmaceutical retail industry.**
- iii) **The bidder should have at least 5 outlets in Kolkata and suburbs.**
- iv) **Evaluation criteria for Purchase Committee:- In the price agreement, the bid price would be in the form of specified rebate on MRP offered on both the Generic and Branded medicines being provided by the supplier. The agreed price at which L1 would supply the drugs will be calculated after deducting the rebate from the MRP. All applicable taxes are to be included while arriving at the final price.**
- v) Firm will render original Tax invoice in triplicate duly stamped and indicating nomenclature, account unit, quantity, MRP, rate per unit, taxes (if applicable), total cost of items, manufacturers name, brand name, date of manufacturing, date of expiry, batch no., along with the supply of the items. The bank details, i.e. bank name, branch name, 9 digit code no. of the bank and branch (MICR CODE), account type, ledger no./folio no. /account no. etc are to mentioned in the invoice.
- vi) **Tender Fee and Earnest Money Deposit:** All bidders are required to submit tender fee of Rs. 500/- and EMD along with Part A of their bids. The EMD to be submitted for

<b>SL NO</b>	<b>CATEGORY OF ITEMS</b>	<b>EMD IN Rs.</b>
1	DRUGS	20,000
2	SURGICAL DRESSINGS, DISPOSABLE ITEMS, LIGATURES	5,000

various categories is given below:

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The Tender fee and EMD may be submitted in the form of Account payee demand draft, payable to the Registrar, IEST, Shibpur from any public sector or private banks authorized to conduct Govt. business. EMD in the form of personal cheque would be cause for disqualification. The EMD is to remain valid for a period of 45 days beyond the final bid validity period. The EMD of unsuccessful bidders will be returned to them at the earliest after expiry of final bid validity.

The EMD of successful bidders will be returned without any interest whatsoever, after the Performance Bank Guarantee (PBG) is received from them as called for in the contract.

The Performance Bank Guarantee will be Rs. 1,00,000. The contract agreement with the successful bidders for supply of drugs and consumables will be drawn only after submission of appropriate PBG.

The EMD will be forfeited if the bidder withdraws, amends, impairs or abrogates from the tender in any respect within the validity period of their tender. EMD is not required from bidders who are registered with DGS&D or NSIC.

- vii) No amendments in tender opening schedule will be resorted to on any grounds.
  
- viii) Quotations are to be type written / printed only. No alteration in the tenders by over writing, erasing and use of whitener will be acceptable. The quotation should be submitted on the firm's letterhead containing details solicited above. Each page of tender document should be signed by authorized representative of the firm.
  
- ix) If the firm is unable to quote due to any reason, a regret letter is to be deposited in the same tender box before due date.
  
- x) **Whenever a firm is found lacking in performance in terms of response, delivery compliance, quality standards or ethics, the vendor will be removed from the approved list of vendors after one cautionary notice.**
  
- xi) **A monthly licence fee of Rs. 5000/- covering the site rent and electricity charges will be charged and should be paid by the 10<sup>th</sup> of every month by the outsourced pharmacy. In case of failure to pay the licence fee within the stipulated date, a penalty at the rate of Rs. 100/- per day will be charged.**
  
- xii) Items supplied by the vendor, if found defective and not meeting with norms and standards will be referred to the Administrative authorities and Drug Controller of India for necessary action to be taken against the vendor as per existing rules. The vendor's registration will be suspended until confirmation is received from Administrative authorities / Drug Controller.

**ACCEPTANCE CERTIFICATE**

I, the authorized signatory for M/s \_\_\_\_\_, do hereby accept all the above terms and conditions for opening of outsourced pharmacy for supply of drugs and disposable medical store items to IEST, Shibpur.

Place:

Signature

Date:

Name:

Tel. No

Seal of firm

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APPENDIX (To be submitted by successful bidder only)

**PERFORMANCE BANK GUARANTEE FORMAT**

From :  
(Bank) -----

To  
The Dean Administrative Affairs  
The Indian Institute of Engineering Science and Technology, Shibpur  
P.O: Botanic Garden, Howrah

Dear Sir,

1. Whereas you have entered a contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the said contract) with M/s \_\_\_\_\_ (hereinafter referred to as the "seller") for supply of goods of the said contract to the said seller and whereas the seller has undertaken to produce a bank guarantee for Rs. 1,00,000.00 to secure its obligation to IEST, Shibpur. We the \_\_\_\_\_ (bank) hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligators on behalf of the seller that, in the event that IEST, Shibpur declares to us that the goods have not been supplied according to the contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of Rupees 1,00,000.00 (one lakh only). Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.
2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the seller, indulgence to the seller by you, or any alterations in the obligations of the seller or by any forbearance whether as to payment, time, performance or otherwise.
3. In no case shall the amount of this guarantee be increased.
4. This guarantee shall remain valid for-----months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.

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5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
6. This guarantee shall be a continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of M/s-----  
----- .

Yours Faithfully,

For ----- Bank  
(Authorized Attorney)

Place:-----

Date:-----

Seal of the Bank