



NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA-769 008 ODISHA

Tender Notice No.: NITR/PW/2019/118

Dated: 17.05.2019

NITR is an Institute of national importance under ministry of HRD, Government of India, located in the city of Rourkela, Odisha invites bids through e-Procurement module available in CPP Portal (<https://eprocure.gov.in/eprocure/app>). It has a student population of 6000 and total population of nearly 8,000. The Institute Health Centre caters to the health care needs of the entire population as per Medical Attendance Rules approved by the BOG.

The Institute procures medicines worth more than Rs. 1.50 crore annually through retail prescriptions. It needs a pharmacy to operate on campus on 24*7 basis. The Institute shall provide the building and utilities for a rent. The Institute is looking for a reputed pharmacy (may be its outlet at Rourkela) to operate the pharmacy on its own in the allotted space.

A. DESCRIPTION OF WORK

The followings are some important consideration;

1. The Pharmacy outlet to remain open on 24*7 basis.
2. **The Pharmacy will stock branded drugs and medicines of well reputed companies as prescribed by the Institute Medical Officers and the Visiting Consultants and dispense the same to the beneficiaries of the Institute at the agreed discount rates. A list of companies and/or medicines to be sold in the outlet will be provided by the Institute.**
3. Medicine price list to be made available online to Institute Doctors and Institute Administration.
4. Prescribed medicines are to be delivered on demand, or within the same working day through understanding with local whole sellers or on following day in rare cases.
5. Prescriptions will, in most cases be received online, and bills must be generated and submitted online so that comparison of bill with prescription can be done easily and correctly. If a firm does not have the software now, it will get it developed and installed before the first monthly bill is generated. Alternatively, the firm can use the software created by NITR and available in its internal network.
6. When software is operational, payment will be made on bi-weekly basis.
7. The firm will comply with all statutory requirements applicable to pharmacies in the state of Odisha.
8. The firm may, in addition to pharmaceutical items may also deal with specific health and personal hygiene products as well as non-prescription drugs with approval of the Institute. It shall, however, sell no prescription drug outside the list provided by the Institute.
9. The firm shall, knowingly, not do business with persons from outside the Institute, except genuine visitors to the campus accompanied by their hosts.

10. The firm shall not sub-contract operations in any form. Its employees will be screened by the Institute for efficiency, honesty and politeness.
11. Selection of the supplier will be made by a committee constituted by the Institute taking into consideration reputation of the firm, extent of network, degree of automation and transparency proposed, price discount, arrangement for delivery of medicines in time, quality of personnel proposed to be employed, etc.

B. MINIMUM ELIGIBILITY CRITERIA:

1. The firm must hold **valid Drug License** as on date of Bid opening. And documents against same need to be uploaded.
2. The firm must **not have been convicted** by any Drugs Control Authority and no case should be pending under the Drugs & Cosmetics Act and Rules. And documents against same need to be uploaded.
3. The firm bidding should have established its Pharmacy in Odisha/India for at least three consecutive years at one place. And documents against same need to be uploaded.
4. The Annual Turnover of the Bidder should not be less than **Rs. 3.00 crores** during the last financial year i.e. FY 2017-18, as evidence notarized copy of Income Tax Return and with CA certification Profit and Loss Statement and Balance Sheet need to be uploaded.
5. Copy of PAN & GST registration need to be uploaded.

C. DISPENSING AS PER PRESCRIPTION

1. The medicines/drugs are to be dispensed to the beneficiaries as per the prescription of the Institute Medical Officers and the visiting Consultants for the period mentioned in the prescription.
2. No substitute of any kind will be accepted without obtaining prior approval from the Institute Medical Officers.
3. The Medicines are to be dispensed as per the original packing of the Manufacturer.
4. The prescription slip may contain reimbursable and non-reimbursable medicines. The pharmacy shall be though required to provide both types of medicine and recover the cost of non-reimbursable drugs/medicines directly from the patient, while the cost of reimbursable drugs/medicines shall be included in the bill to be raised. The discount would be available on the non-reimbursable medicines also on the prescription.
5. The dispensing job should be done by qualified persons only.
6. Ordinarily, Medicines prescribed by the Institute Medical Officers must be dispensed off the shelf or during the same working day. For prescriptions received after 4:00 PM, medicines may be delivered on the following day before noon without penalty. For further day there will be a penalty of 10% of original cost per each day's delay, subject to a maximum penalty of 30%. On expiry of 3 days, the prescription will be invalid.
7. Inventory Control: Sufficient supply of common medicine should be available in the pharmacy all the time.

D. OPERATIVE TERMS AND CONDITIONS

1. Adequate personnel as necessary for effective execution of the job and service must be deployed by the firm/agency for seven days a week throughout the year. The Agency/Firm will maintain the agreed deployment of well trained personnel as required as per act and law for the service throughout the year.
2. Electricity and water will be supplied by the Institute for use of shop/equipment wherever required on payment of dues as applicable to Institute.
3. The assets and articles provided by the Institute shall remain property of the Institute and agency shall be merely the custodian of such assets and articles. On termination of contract, any such property shall be handed over to the Institute in good and intact condition.
4. The Agency shall ensure that all personnel are imparted proper training at regular intervals and proper documentation need to be maintained.
5. Names and other personal details of the employees engaged by the Agency under this contact have to be submitted and approved by the Institute.
6. The Agency shall designate their representative stationed at the Institute, who would act as a liaison officer between the agency and the Institute as and when required.
7. Deficiency in Service: The Institute authorities shall inspect the facility from time to time to assess the performance of the Agency. If any deficiency in service is observed, the inspecting personnel may assess the value of the deficiency and recommend appropriate financial adjustment in the monthly bill. Such adjustment will typically be twice the value of the deficiency to account for the administrative cost and hardship to the users. In case of dispute in assessment, the decision of Director, NIT Rourkela shall be final and binding.
8. There will be a flat 15% discount or above on all sales of medicines to the Institute over the printed price on the medicine packet.

E. STATUTORY OBLIGATIONS

1. This is purely a service contract where the Firm/Agency/Contractor shall render quality services to the Institute as per the prevailing terms and conditions of the contract. The agency/firm shall be directly responsible for payment of wages (including other benefits like E.P.F. & E.S.I.) to its manpower engaged under this contract at its own cost. When the contract terminates there shall be no physical or moral pressure on the Institute, on grounds of "person displaced from job".
2. The Firm/Agency must have E.P.F./E.S.I. registration No. and a valid Drug License and other statutory documents and credentials to carry out the same business and services.
3. The Firm/Agency shall abide by all statutory and regulatory Acts of both Central Government and State Government of Odisha.
4. All safety measures must be taken care, in order to avoid any accident, fire and other safety hazards. Any type of loss of assets due to any such incident shall be the sole responsibility of the Firm/Agency. The Institute shall in no way be liable for any such incident.
5. If there is any damage to the Institute property or any other financial burden on the Institute because of wilful or negligent action by the Firm or its personnel, the Institute shall be entitled to recover the same by means of compensation from the Firm/ Agency.

6. An Officer explicitly authorized by the Director will represent the Institute in all dealings with the Firm/ Agency.
7. The staff engaged by the Agency shall draw their remuneration from their Agency and will not claim any employment benefit from the Institute at any time. The agency shall also be responsible for the statutory obligations of such personnel and shall indemnify the Institute in the matter.

F. MODE OF SELECTION:

1. A committee constituted by the Institute will examine all the proposals on the basis of documents submitted against:
 - a) Credentials of the Firm/ Agency.
 - b) Past experience in similar business.
 - c) Degree and technique of automation with the firm.
 - d) The quality of service being rendered at existing outlets.
 - e) Volume of business in last 3 financial years. Notarized Copy of ITR, Profit & Loss Statement and Balance Sheet for FY 2015-16, 2016-17 & 2017-18.
 - f) Qualifications of employees on shop floor.
 - g) Reputation of shop as perceived by NITR committee.
 - h) Environment of shops in Rourkela (if available) as seen by visiting team.
2. Bids received after due date (time) and bids without EMD and Tender Cost shall be rejected outright.
3. The bidders who qualify in the technical evaluation stage shall only be eligible for opening of financial bids.
4. Financial Bid Evaluation: Financial bids will be evaluated on highest discount rate offered on MRP. Priority will be made in the descending order based on quoted highest discount rate in BOQ.
5. The technical bids and EMD of all accepted bidders will be opened on the appointed date and time.
6. Selection will be based on the recommendation of a committee appointed by the Director. The committee will take into consideration volume of business, number of outlets in the country, number of outlets in Odisha, reputation of the firm in public, qualification and behaviour of existing staff in existing outlets, stock of medicines in existing stores, and any other point that the firm brings to the attention of the committee.
7. The recommendation of the committee will be put up to the Director for his consideration. Decision of Director will be final and binding.

G. COMMERCIAL TERMS AND CONDITIONS

1. **EMD (refundable)** in shape of DD (Demand Draft) for **INR 2,00,000/- (Rupees Two Lakh Only)** and **Tender Cost (Non- refundable)** in the form of DD for **INR 1,000/- (Rupees One Thousand Only)** in favour of **Director, NIT Rourkela Payable at Rourkela** from any Scheduled Commercial Bank except Co-operative and Gramin bank. DD for the EMD (Earnest Money deposit) should remain valid for a period of 45 days beyond the bid validity period. EMD (Earnest Money deposit) of unsuccessful bidders will be returned to them at the earliest and latest on or before the 30th days after the award of the contract and EMD of the successful bidder will be converted to security deposit. Further, EMD (Earnest Money deposit) and Tender Cost should reach physically through **speed post/ register post/courier**, containing in an envelope & superscripted with subject, tender reference number addressing to **Registrar, NIT Rourkela - 769008, Odisha; on or before 13/06/2019 at 11:00 AM.**
2. This security deposit shall be released within one month after realization of the Institute dues, if there would be any on termination of the contract. If the firm fails to operate as per agreed terms and conditions of the contract the security deposit shall be forfeited.
3. If the Firm/Agency fails to initiate the job within specified time given by the Institute, the EMD shall be forfeited and the next eligible firm/Agency shall be offered.
4. This contract can be terminated under any one of the following circumstances.
 - a) By giving one month's notice by the Institute at any time without assigning a reason, if in the opinion of the authorities such termination is in the interest of the Institute. This termination will not be challenged by the Contractor.
 - b) If the firm will not perform his duties properly as per the agreed terms and conditions of the contract, the Institute shall decide whether the performance of the firm meets specification or is deficient and to what degree. In such a case the notice period shall be one week without any compensation.
 - c) For committing breach of the terms & conditions of the contract or assigning the contract or any part thereof by the Agency to any third party or subletting whole or part of the contract or the premises to any third party, the notice period shall be one week without any compensation.
 - d) The firm being declared as insolvent by the court of law. The notice period shall be one week without any compensation.
 - e) For indulging in any grossly unsafe practice providing false bills or engaging in any of form of cheating, selling expired or wrong medicines, stealing or wilfully damaging Institute property or engaging in any illegal activity, the contract may be terminated on immediate notice. Decision of Director, NIT Rourkela in this matter shall be final and binding.

H. JURISDICTION AND RIGHT TO AMEND RULES:

1. The Institute reserves the right to amend rules whenever and wherever considered necessary and appropriate. The same shall be intimated to the firm in due course.
2. The Institute rules shall be binding for execution of the contract. Further, in case of any dispute arising out of or in connection with the aforesaid contract either during subsistence of the contract or thereafter, the Director, NIT, Rourkela is the sole arbitrator to decide the same and his decision is final and binding on both the parties as per the provisions of the Arbitration and Conciliation Act 1996. If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the court of Rourkela only.

I. INSTRUCTIONS TO THE BIDDERS:

1. The bids must be submitted in two **separate** sealed cover as listed below all kept in one sealed big envelope.
 - a) EMD for Rs. 2, 00,000/- & Tender Cost for Rs. 1,000/- and Techno-Commercial Bid.
 - b) Price Bid.
2. Bid shall remain valid and open for acceptance for a period of 90 days from the last date of submission of bids.
3. The bidders are requested to submit their bids through e-Procurement module available in CPP Portal (<https://eprocure.gov.in/eprocure/app>).
4. For any clarification: Please contact:

Deputy Registrar (Purchase and Works)
NIT Rourkela-769008
Ph. No.: 0661-24 6-2051 / 2082
E-Mail ID: purchase@nitrkl.ac.in / sonwanis@nitrkl.ac.in

Or

Dr. Champak Bhattacharyya
HOD, Health Centre, NIT Rourkela.
Ph. No.: 0661-246-2111
E-mail Id: bhattacharyyac@nitrkl.ac.in

5. All relevant information and documents must be furnished along with the proposals in the given format.
6. In addition to commercial documents, the following must be provided:
 - a) Address and medicine stock of all branches in Rourkela region.
 - b) Copies of agreements with medicine firms and whole sellers.
 - c) Method by which medicines will reach NIT outlet and means of getting medicine from central location and other branches after a prescription is received and the time required for implementing the methods.
 - d) Proposed staff deployment including names (if known) and qualification & experience.
7. Pre-bid discussion with Institute committee shall be held on **Dt. 30.05.2019, 04:00 P.M at Meeting Room of Purchase and Works Section, NIT Rourkela.** All interested bidders are requested to come with their draft Techno-commercial details for discussion and/ or seeking any clarification.
8. Last date for submission of proposals: **Dt. 12.06.2019 by 11:00 AM**
9. Date of opening of proposals: **Dt. 13.06.2019 at 11:00 AM**
10. The Institute reserves the right to cancel / reject any or all offers without assigning any reason thereof.

Sd/-
Registrar
NIT, Rourkela

ANNEXURE – 1

1.	Name of the Firm / company / Proprietary concern registered	
2.	Address of Registered Office	
3.	Address of the Office at Rourkela	
4.	Mobile No./Telephone No./Fax/Email	
5.	Specify your Firm/Company as a Manufacturer / Authorised Dealer / Distributor / Agency	
6.	Earnest Money Deposit (EMD) Yes/No	
7.	EMD details DD No:- Drawn on Bank Amount – (Rupees)	
8.	PAN / GIR No. (Attach attested copy)	
9.	GST Reg. No. (Attach attested copy)	
10.	Drug License No.	
11.	Whether rates quoted are inclusive of all taxes or not.	
12.	Have you previously supplied these items to any government / private organization? If yes, attach the relevant proof along with experience certificates.	
13.	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms & conditions as token of acceptance and submit as part of tender document.	
14.	Details of clients along with address, telephone and fax number, amount of contract, duration of contract (Attach a separate sheet)	
15.	Proof of financial status in form of audited balance sheet for the last three financial years. Average annual turnover must be at least Rs. 2.00 Crores.	

Date:**(Signature of Authorised Person)****(Name)****Place:****(Designation)****Name of Firm/Company/Agency**

Note: Please arrange to furnish signed copies of the above documents along with other credentials as mentioned in F(1) and I(5) in the original tender document.