



NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA-769 008 ODISHA

Tender Notice No.: NITR/PW/2022/280

Dated: 20/06/2022

NITR is an Institute of national importance located in the city of Rourkela; Odisha invites bids through e-Procurement module available in e-Procurement Module of Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/eprocure/app>). It has a population around 9000 including student. 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 function in the campus round the clock. The Institute shall provide premises/building & other facility on payment of cost. The Institute is looking for a reputed pharmacy (may be its outlet at Rourkela) to operate the pharmacy at its cost in the allotted space.

A. Scope & Ambit

The followings are some important consideration;

1. The Pharmacy outlet to remain open round the clock.
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 to on bi-weekly basis.
7. The firm will comply with all statutory requirements as 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. 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. Preference will be given by 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 License** for dealing with medicine, medical equipment/apparatus as on date of Bid opening. And documents against same need to be uploaded.
2. The firm must **not have been debarred/ blacklisted** by any Drugs Control Authority and no case should be pending in any court for violation of drug related laws.
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 2020-21, 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. OTHER 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. License fee, shall be fixed @ Rs. 30,000/- per month for 1st year of contract period. Subsequently, if contract period is extended. The license fee shall be revised annually @ 10% or more as the case may be.
3. In addition to this, water charges & electricity charges (**H.T rate + 10% Institute Service Charge**) as per the meter reading has to be paid in every month.
4. Electricity and water will be supplied by the Institute for use of shop/equipment wherever required on payment basis.
5. 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.

6. The Agency shall ensure that all personnel are qualified and imparted proper training at regular intervals and proper documentation need to be maintained.
7. Names and other personal details of the employees engaged by the Agency under this contact have to be submitted to NIT.
7. The Agency shall designate their representative stationed at the Institute, who would act as interface between the agency and the Institute as and when required.
8. 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.
9. There will be a flat 15% discount or above on all sales/invoice with reference to MRP.

E. STATUTORY OBLIGATIONS

1. 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.
2. The Firm/Agency shall abide by all statutory and regulatory Acts of both Central Government and State Government of Odisha.
3. 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.
4. 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.
5. An Officer authorized by the Director will be interface between NIT & Firm/ Agency.
6. The staff engaged by the Agency shall draw their remuneration from contractor 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: (Technical Parameter)

1. A committee constituted by the Institute will examine all tenders on the basis of documents submitted with respect to following: -
 - 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 (Audited copy) for FY 2018-19, 2019-20 & 2020-21.
 - f) Qualifications of employees of the firm.
 - g) Discount given on price of medicine & other medical items.
2. Bids received after due date (time) and bids without Tender Cost & EMD 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. Merit list will be on 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. The recommendation of the committee will be placed before the Director for his consideration. Decision of Director will be final and binding.

G. OTHER TERMS AND CONDITIONS

1. **Bid Security/Earnest Money Deposit (EMD) and Tender Cost:** Bid Security (EMD) in shape of Demand Draft (DD) for **INR 2,00,000/- (Rupees Two Lakh Only)** and Tender Cost (Non-refundable) in the form of Demand Draft (DD) for **INR 1,000/- (Rupees One Thousand Only)** in favor of **“Director, NIT Rourkela”** Payable at **Rourkela** from any Scheduled Commercial Bank except Co-operative and Gramin bank. The DD for the Bid-Security (EMD) should remain valid for a period of 45 days beyond the bid validity period from the date of opening of Technical Bids. Bid security (EMD) of unsuccessful bidders will be returned to them without any interest at the earliest and latest on or before the 30th day after the award of the contract. EMD 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 09/08/2022 by 11:00 AM.** Any bid without accompanying with EMD & Tender Cost is liable to be treated as non-responsive and rejected.
2. **Security Deposit (S.D):** **INR 3,00,000/- (Rupees Three Lakh Only)** should be deposited to the Institute within 15 days from the date of issue of Purchase Order, in shape of Demand Draft (DD)/Bank Guarantee in favor of **“Director, NIT Rourkela and payable at Rourkela”** from any Scheduled Commercial Bank except Co-operative and Gramin bank. The Security Deposit (S.D) should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the suppliers. EMD (Earnest Money deposit) amount of successful bidder will be returned after the receipt of security deposit in case of award of contract to successful bidder.
3. 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.
4. If the Firm/Agency fails to initiate the job within specified time given by the Institute, the security deposit shall be forfeited and the next eligible firm/Agency shall be offered.
5. 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 an appropriate. The same shall be intimated to the firm in due course.
2. The Institute rules shall be binding for the 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 difference persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the court of Rourkela only.

INSTRUCTION TO BIDDERS

1. The bids must be submitted in two **separate** cover and to be submitted in CPP Portal as per the details listed below:
 - i. **Tender Cost (Non-refundable) for Rs. 1,000/- & EMD for Rs. 2,00,000/- to paid through online mode of CPP portal and Techno-Commercial Bid.**
 - ii. Price Bid(BOQ)
2. Bid shall remain valid and open for acceptance for a period of **90 days** from the date of opening of technical bid.
3. The bidders are requested to submit their bids through e-Procurement module available in CPP Portal (<https://eprocure.gov.in/eprocure/app.>)
4. The tender document may also be downloaded from the Institute website https://nitrkl.ac.in/OldWebsite/Jobs_Tenders/11Miscellaneous/Default.aspx
5. For any clarification: Please contact:

Assistant Registrar (Purchase and Works)
NIT Rourkela-769008
Ph. No.: 0661-246-2051 / 2082
E-Mail ID: purchase@nitrkl.ac.in

OR

Dr. Champak Bhattacharyya
HOD, Health Centre, NIT Rourkela.
Ph. No.: 0661-246-2111
E-mail Id: bhattacharyyac@nitrkl.ac.in
6. All relevant information and documents must be furnished along with the proposals in the given format.
7. In addition to commercial documents, the following must be provided:
 - i. Address and medicine stock of all branches in Rourkela region.
 - ii. Copies of agreements with medicine firms and whole sellers.
 - iii. 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.
 - iv. Proposed staff deployment including names (if known) and qualification & experience.
8. **Last date for submission of bid: 08.08.2022 by 11:00 AM**
9. **Date of opening of technical bid: 09.08.2022 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**To be furnished in the letter head of the firm**

	Name of the Firm / company / Proprietary concern Registered	
	Address of Registered Office	
	Address of the Office at Rourkela	
	Mobile No./Telephone No./Fax/Email	
	Specify your Firm/Company as a Manufacturer / Authorised Dealer / Distributor / Agency	
	Tender Cost (Offline) of Rs. 1000/- (Non Refundable) deposited. Yes/No:	
	Tender Cost(Non Refundable) details Demand Draft (DD) No. _____ Amount – (Rupees)	
	EMD Fee Yes/No:	
	EMD Fee details Demand Draft (DD) No. _____ Amount – (Rupees)	
	PAN / GIR No.(Attach self-attested copy)	
	GST Reg. No.(Attach self-attested copy)	
	Drug License No.	
	Whether rates quoted are inclusive of all taxes or not.	
	Have you previously supplied these items to any Government / private organization? If yes, attach the relevant proof along with experience certificates.	
	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.	
	Details of clients along with address, telephone and fax number, amount of contract, duration of contract (Attach a separate sheet)	
	Proof of financial status in form of audited balance sheet for the last three financial years. Annual turnover must be at least Rs. 3.00 Crores.	

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

Note: Please arrange to furnish signed copies of the above documents along with other credentials as mentioned in tender documents.

GENERAL TERMS AND CONDITIONS

1. The successful bidder must arrange for P.C, Printer & Printing stationaries. P.Cs of the pharmacy will be in LAN with PCs of Health Centre. Hard copies of prescription will be printed through the printer of pharmacy.
2. In every shift there must be a pharmacist for dispensing of medicines.
3. Medicines should be procured from local whole sell medicine distributors to minimize the lead time.
4. Medicines stock (inventory) must be shared with the prescribing authority (Medical Doctors).
5. Inventory must be updated on daily basis.
6. Successful bidder must take care of welfare of its employees e.g. Arrangement for safe drinking water, providing comfortable zone of temperature for working etc.
7. Maintain good liaison with the Health Centre employees, Institute & beneficiaries as a whole.
8. 'Pending Medicines' to be delivered to the resident with in campus (Home Delivery).
9. Details of drugs that has to be stored for issue will be intimated by Medical Superintendent, Cold Storage wherever necessary will have to be arranged by the successful bidder.
10. The Medicines to be supplied will be based on the prescription issued by the Institute Medical Officers of NIT. Substitute medicine other than the prescribed medicine of any kind shall neither be supplied to the beneficiaries nor accepted without proper authorization from Medical Officer, NIT.
11. The medicines manufactured by the reputed pharmaceutical companies are only to be supplied and duplicate / spurious medicines shall not be stocked or supplied. In case, it is found that the supplied / stocked medicine are duplicate / spurious ones, action will be taken as deemed fit as per law & reported to all the concerned authorities & it will amount to breach of contract entailing cancellations.
12. Standard reputed pharmaceutical companies from whom the medicine to be procured, stocked & disposal shall be in concurrence with Medical Officer, NIT ROURKELA.
13. The business hours of pharmacy will be round the clock (24 x 7) on all calendar days. Non-operation of pharmacy for reasons attributable to him will attract levy of compensation under the provisions of general conditions of contract.
14. The medicine should be supplied to the beneficiaries only against valid prescription.
15. The minimum quantum of business during the currency of the contract cannot be assured at any given point of time.
16. In Part-II (Price bid) of the tender, the tenderer shall submit his offer indicating clearly the percentage of discount being offered by him/her on MRP. The MRP shall be inclusive of GST and applicable taxes including GST. In case, there is a change in the tax structure involving additional payment at a later date, the same shall be considered on the basis of documentary evidence. Similarly, if any benefit accrues on account of tax passed on by Government of India / State Government due to imposition GST and other taxes if any, the same shall be extended to Department.
17. The Pharmacy should be able to extend credit facility for a minimum period of 90 (ninety) days.
18. In case the pharmacy is found to be indulging in malpractices, the contract will be cancelled by debarring participation in NIT ROURKELA tendering process & security deposit will be forfeited.

19. Medicine so 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.
20. All purchase invoices for procurement of medicines by the pharmacy consisting of batch nos. along with expiry date shall be submitted to Medical Officer, NIT ROURKELA for counter signature.
21. The tenderer should possess and present required licenses viz., Drug License, GST License, Solvency Certificate, Latest Assessment reports of Sales Tax, I.T Permanent Account Number, name of the Pharmacist before commencement of the contract and Xerox copies of all licenses required should be submitted and all permits and licenses obtained 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.
22. Security Deposit will be refunded only on successful completion of contract certified by the Medical Officer, NIT ROURKELA of the work. Any breach of contract on the part of the successful bidder after award of the contract, will result into non-refund of Security Deposit to the contractor. Further, they will be debarred from participation of tenders of NIT ROURKELA in future.
23. The tenderer should disclose the method and procedure for disposal of expired medicines, as per the Government directives. The process of disposal will have to be stated in the Tender, as required by Pollution Control Board.
24. The tender will be construed and shall be governed by the laws as applicable and the contractor shall be required to comply with such laws with regard to performance of the contract including safety and security. He 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 NIT ROURKELA.
25. The tenderer has to comply with all statutory requirements with regard to minimum wages, EPF, ESI etc. as applicable under rules from time to time.
26. Any legal dispute arising on the Arbitration Award is subject to the jurisdiction applicable.
27. 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.
28. The tenderer shall not part with any information relating to the contract or incidental thereto, to any other parties except where needed for the performance of the contract with prior consent of NIT ROURKELA. In such case the tenderer shall ensure and obtain similar obligation of confidence from such parties in question.
29. The tenderer shall submit a report of past experience in handling similar Pharmacy outlets.
30. The contract shall commence from the date of issue of work order for one year and may be extended for two equal terms however with revised License fee which shall not be less than 10% of the existing one & subject to satisfactory performance.
31. Violation of any of the terms and conditions stipulated above amounts to breach of contract, in which case the Security Deposit shall be forfeited and credited absolutely to the Government account.