

# NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Institute Hospital – Office of Dean Institute Development Web: [www.nitt.edu](http://www.nitt.edu)

Phone: 0431 – 250 3737



## TENDER DOCUMENT

Tender Notification No.: **NITT/ DEAN-ID/Hosp/Pharmacy/01**

**Dated: 16 -05 -2014**

**Name of the component : Out Sourcing the Institute Hospital Pharmacy**

EMD Amount : **Rs. 10000/-**

Cost of the Tender Document : **Rs.500/-**

Probable date of commencement of service : **01-08-2014**

Last Date of submission of Tender : **02 / 06 / 2014 up to 3.00pm**

Address for submission of Tender : The Director,

National Institute of Technology- Tiruchirappalli,

Tiruchirappalli – 620015, Tamilnadu, India

**Kind ATTN to:** Dr.A.Vadivel/ Dr. M Punniyamoorthy

Phone: 0431-250- 3737/4618

Email:[vadi@nitt.edu](mailto:vadi@nitt.edu)/[punniya@nitt.edu](mailto:punniya@nitt.edu)

Date of opening of technical bid : **02 / 06 / 2014 at 4.00 pm**

# NATIONAL INSTITUTE OF TECHNOLOGY-TIRUCHIRAPPALLI

## Office of the Dean (Institute Development)

**Tender Notification No.: NITT/ DEAN-ID/Hosp/Pharmacy/01**

**Date: 16/ 05 /20 14**

**Name of the work: Outsourcing the Institute Hospital Pharmacy**

**Cost of tender Document: 500.00 (Rupees five hundred only)**

Sealed tenders in two-part bids comprising Part-1 (Commercial Bid) and Part-II (Price Bid) to be submitted in separate sealed covers are invited from the reputed State/National level organizations/companies/trust/societies/consortium/firms engaged in providing pharmacy services for a period of two (2) years. Relevant documents consisting of the general tender document and scope of work can be downloaded from Institute website ([www.nitt.edu](http://www.nitt.edu)).

**Nature of work : Out Sourcing the Institute Hospital Pharmacy**

**EMD amount : Rs. 10000/-Only**

**Last Date of submission of Tender : 02 / 06 / 2014, 3.00 PM**

**Address for the submission of tender : The Director  
National Institute of Technology  
Tiruchirappalli – 620015. Tamil Nadu.**

**Date and time of commercial bid opening : 02/06/ 2014, 3.00 PM**

**Date and time of price bid opening : Will be Intimated later (only to the technically  
qualified service providers)**

**Venue : Administrative building, NIT-Tiruchirappalli-15**

# NATIONAL INSTITUTE OF TECHNOLOGY-TIRUCHIRAPPALLI

## Introduction

National Institute of Technology Tiruchirappalli (NITT) is a premier technical institution and fully funded by the Government of India. NITT is situated on Tiruchirappalli -Thanjavur National Highway at a distance of 21 km from Tiruchirappalli railway junction. In order to achieve a more productive work force, NITT desires to utilize the services of reputed private/Govt. agencies in certain area of its functioning. In this regard, the NITT has decided to outsource Hospital Pharmacy to reputed and well experienced agencies on Licence basis, for a period of two years. For the selected service provider, initial 3 months will be given as trial period and on successful completion of the trial period confirmation of contract for the balance period will be issued. The agencies that comply with the commercial terms and conditions of this document shall be eligible to apply. The agencies' representative(s) may visit the office of The Dean (ID) **(between 10.00 AM snf 5.00 PM on 28/05 / 2014 with prior information to the concerned Associate Dean (Phone No.9443895177)/0431-250-4618]** to get permission for visiting the hospital and acquainting themselves with the nature of work involved Completed quotations with relevant documents may be submitted to The Director, NITT and the Hospital Welfare Committee reserves the right to shortlist/reject any or all quotations without assigning any reasons.

## Details of Hospital

The Hospital is a Primary Care Center catering to about 300 faculty members, 350 Non – Faculty Staff and 5000 students. At present, there are about 16 doctors with various specializations along with other technical manpower. Currently, the hospital houses a pharmacy and a clinical lab. In addition, the hospital extends various medical facilities such as injections, IV, Vaccines (ARV), Nebulizer, ECG, etc., The hospital has a mini OT, Dental Chair with dedicated dentist, physiotherapy equipment and other well established other infrastructure.

## COMMERCIAL TERMS & CONDITIONS

(Acceptance to be certified by the bidder vide submission of a copy signed on all pages by the bidder in Part-I of the Two-Part Bid)

1. Name of work: **Out Sourcing the Institute Hospital Pharmacy** at NIT Tiruchirappalli.
2. Earnest Money: 10,000/- (Rupees Ten thousand only) to be deposited as interest free Earnest Money along with the tender document only in the form of demand draft on any Nationalized Bank having its branch at Tiruchirappalli, drawn in favour of NIT, Tiruchirappalli, payable at Tiruchirappalli. Earnest Money deposited in any other form will not be accepted and the tender will be rejected. If the successful bidder doesn't accept the award of contract the Earnest Money will be forfeited automatically.
3. Security Deposit of Rs 50, 000/- (Rupees Fifty Thousand only) to be deposited within five (05) days from the date of receipt of award of contract. Security deposit is refundable without interest within ninety (90) days from the date of termination/expiry of the Licence after deducting all dues against the Licence. The receipt relating to security deposit should be produced by the selected service provider well in advance before signing the agreement.
4. Duration of Licence: Two (02) years
5. Validity of tender: Ninety (90) days from the date of opening of the tender, EMD will stand forfeited if the tenderer backs out within the validity period of Ninety (90) days.
6. **Eligibility:** Minimum two (02) years of relevant experience in operation and maintenance of **Hospital Pharmacy** services (preferably, in the Government/Educational institution, Public Sectors/ Railways/Health Departments/well established private sectors) for which documentary proof should be enclosed. The Firm shall be registered/ incorporated in India (Documentary proof such as copy of IT return to be specified).
7. Termination: The Director NIT, Trichy solely reserves the right to terminate the agreement at any time without showing any reason with minimum one month notice period.
8. The Director reserves the right not to accept the lowest or any tender without assigning any reason.
9. The Licensee should engage all the time a qualified pharmacist with a diploma / degree from a Government recognized Institute (Recognized by Pharmacy Council of India)
10. The Licensee shall arrange and will be responsible for all clearances / formalities including drugs license from State Drug Controller for opening chemist / pharmacy shop in the allotted space.
11. The Licensor reserves their right, in future, at any point of time to create additional facilities for growing requirement of the licensor.
12. The Licensee shall be responsible for making available adequately trained & qualified staff in sufficient numbers in the shop as per the provisions of Drugs and Cosmetics Act, 1940 & rules made thereunder. The Licensor reserves the right to accept or reject performance of staff appointed by licensee for work at its hospital.
13. Licensee must obtain required drug license, TNVAT registration, etc, to run the pharmacy and furnish copies of such license / permission to the Licensor, for record.
14. The Licensee hereby affirms that the Licensee shall not represent to a third party, during the currency of Licence, as an employee of the licensor and issue any identity card indicating any authority of Licensor.

15. The Licensee should have valid license from the Drug Controller of the State Government for running a drug store and should fulfill all the conditions necessary there for. Copy of Drug Licence issued by the competent authority shall be prominently displayed in the NITT Hospital Pharmacy during operation of the pharmacy.
16. The Institute reserves the right to terminate the contract without assigning any reason for violation of any terms and conditions of Licence by the licensee.
17. Necessary furnishing has to be made by the Licensee on their own. Licensee will be allowed to put up pharmacy name board at specified areas in the Hospital. Licensee shall have the right to do business 24 hours a day on all days of the week.
18. Pharmacy must be kept open 24 hours a day on all days of the week and drugs must be issued at all times. Adequate number of pharmacists, depending on the requirement, must be provided by the licensee. If any deficiency is found, the licensor shall have the power to cancel the licence without any notice.
19. Licensee shall employ authorized and registered pharmacist to issue drugs all the time. No unauthorized person shall be allowed inside the pharmacy.
20. Licensee will submit a complete list of drugs and medical/ surgical items that will be stocked at the NIT Hospital pharmacy, with their rate of charges and minimum stock quantity and get it approved by the CMO of NITT. Any changes in the list must be approved by the CMO/or the person nominated by the Director NITT. Licensee is not allowed to stock, issue or sell any other item not found in the list at any time. CMO or a person authorized by him / her shall be permitted to conduct surprise checking in the pharmacy at any time. If violation is found, suitable action will be initiated to cancel the agreement.
- 21. Licensee has to give accepted discount on the MRP of the drugs issued on the prescription issued by the Institute Medical Officers of NITT and the taxes are chargeable as applicable.**
22. The Licensor will issue a Reimbursable list of drugs/ surgical items authorized by CMO for issuing to the eligible NITT patients. No alteration in the list will be allowed without a written consent of the CMO.
23. Treating doctor at Institute Hospital will issue an authorized drug prescription to eligible patients. The prescribed drugs / surgical items found in the reimbursable list have to be issued to the patients without charges, for which licensor will reimburse the charges.
24. Items prescribed that are unavailable at any given time, may be substituted only on express approval with signature from the treating doctor.
25. Items in prescription, if unavailable at any given time must be delivered to the patients within two working days of the date of prescription. Late deliveries of prescribed medicines, extending beyond two days will be counted as negative performance.
26. Performance improvement guidelines pertaining to ordering, dispensing and administering of medications may be issued from time to time by the CMO of NITT as and when necessary .Such guidelines must be adhered to by the Licensee.
27. Cost of any drug or any other items not found in the reimbursable list will not be reimbursed. However, if stock is available in the pharmacy the same can be sold on receipt of payment from patients with proper billing. It is the responsibility of licensee to maintain this account on their own as per rules.
28. A list of pharmacist and others working in the pharmacy must be submitted, with their details including their educational qualification, pharmacy council registration, experience, address, contact phone number etc. to CMO for necessary permission and security pass. All those working in the pharmacy shall maintain the code of conduct and disciplined behavior required by the licensor. Any violation will lead to necessary action and cancellation of their NIT security pass.

29. The Licensee has to give an affidavit duly attested by the Notary Public/ First Class Magistrate (in Original) on a non – judicial stamp paper of Value Rs.20/- that there is no vigilance / CBI case/Enquiry by Drug controller pending against the firm / supplier (ANNEXURE I)
30. The Licensee has to agree to all the terms and conditions, stipulated in the tender documents, including service tax, penalty etc.,
31. The Licensee shall have to maintain the books of account reflecting the everyday transaction of purchase of medicine with batch numbers, date of manufacture and date of expiry.
32. For violation of any terms and condition of contract by the Licensee, the licensor reserves the right to terminate the contract without assigning any reason on short period of notice.
33. If any litigation arises on account of default of the licensee in running the Hospital Pharmacy as per the statutory requirements and the licensor becomes a necessary party in the court, the licensee shall have to bear the expenses to be incurred for such litigation.
34. Books of accounts, Stores Accounts of Drugs and Medicines shall be maintained as per approved procedure. In case any unsatisfactory performance was noticed with regard to maintenance of Chemist / pharmacy stall as per subject name and description of work, schedule of work and terms and conditions of agreement during daily and periodical inspection by the concerned authority, the licensee will be penalized.
35. The Licence may be awarded for a two year period with effect from the date of Commencement of Licence [1<sup>st</sup> day of August, 2014].
36. The Licensee in his own interest may carry out minor, repair and maintenance, of shop. Furniture / fixtures, stationary and if required connectivity of telephone for proper communication will have to be arranged by the licensee concerned at his own cost. The Licensor shall allow the licensee for painting and white washing without modifications of the existing premises.
37. Performance Security is liable to be forfeited, if the licensee:
  - (i) Fails to adhere to the terms and conditions of the contract.
  - (ii) Supplies any sub-standard, spurious medicines, substituted Medicine etc.
  - (iii) Non –availability of common medicines/surgical consumables, etc
  - (iv) Over – Charging (i.e.) not offering the pre-determined discount.
  - (v) Non – payment of licence fee / any other dues.
38. The licensee should also abide by the rules and regulations of the local / Government authorities and provision of law. The licensee will have to manage the pharmacy/ chemist shop and will not sublet the same, failing which the contract will be deemed to be terminated.
39. Licensee shall raise a claim bill for all the drugs / surgical items issued in the month at the rate specified. The claim bill, along with all original prescriptions, has to be submitted to CMO of NITT in the first week of every month for due verification and forwarding for payment. The bill may be submitted day wise / patient wise or as decided by the Licensor. Substituted items in claim bills that are not expressly approved by the treating doctor will not be reimbursed.

40. The Licensee shall indemnify the licensor against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the licensee 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 licensee for anything done or committed to be done in the execution of this contract. The licensee 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 licensee's negligence. The licensee will pay all indemnities arising from such incidents, without any extra cost to hospital and will not hold the hospital responsible or obligated. The licensor may at its discretion and entirely at the cost of the licensee defend such suit, either jointly with the licensee or singularly in case the latter chooses not to defend the case.
41. The Licence can be terminated with 60 days prior notice on either side. In extraordinary situations, the licensor reserves the right to terminate the contract without assigning any reason whatsoever, with a very short notice.
42. On expiry of Licence period, the licence shall stand automatically cancelled.
43. The licensee should quit the premises under his occupation on expiry of licence period or in case of termination of license whichever is earlier.
44. The Licensee will be provided with a space of 46.89 SQ. metres at National Institute of Technology, Tiruchirappalli – 620 015 and other infrastructure facilities, for which the licence has to pay a monthly licence fees of [**Rs. 5,000/- (Rupees Five Thousand Only)**] per month and the electricity charges as per consumption by the licensee. The licensee shall remit the rent, electricity and water charges within 10 days from the date of demand notice.
45. PENALTY - If the Licensee is not able to provide the pharmacy service for any particular day, a penalty of Rupees 50,000/-(Rupees Fifty Thousand Only) shall be deducted from the amount payable to the Licensee for that month for his services.
46. There shall be a termination of contract if the services of the Licensee is not satisfactory or against the contract norms even after repeated warnings (max warnings of two only).

**Signature of the authorized signatory**

**SCHEDULE**

Pharmacy Room of Size as Given below at the National Institute Of Technology Hospital, National Institute of Technology, Thuvakudi, Trichy – 620 015.

Pharmacy Room Size	6.25sq.mtr x 5.24sq.mtr = 32.75sq.mtr. 5.05sq.mtr x 2.80sq.mtr = 14.14sq.mtr
Total Area	46.89sq.mtr.

## **SUBMISSION OF PROPOSAL**

### **SEALED COVER 1:**

The following documents and information shall be submitted together with the commercial terms and conditions signed by the service provider in all the pages of the document. Separate Demand Drafts for cost of the tender document and EMD should be kept along with the part 1 of the bid in a sealed cover.

- i. Name of the Firm and complete address including branches, if any.
- ii. The status of the Firm: Proprietor/ Partnership/ Regd. Company/ Co-operative society.
- iii. Major clients and projects of similar nature executed in the last five (5) years (**ANNEXURE II**) and performance report of contract under execution (**ANNEXURE III**) (**minimum three to be submitted, and one should be from Government organization,**)
- iv. PAN/ Income Tax details, Service tax registration no., financial status including Income statement, Balance sheet, and Annual turnover for the last three (3) years.
- v. Copy of ESI, EPF, Service Tax, VAT Registration Certificate, details of Trade Licence, Drug Licence or any other relevant document for the said job.
- vi. List of employees with qualification and experiences written by the Firm as resource persons.

**(At the top left corner of the cover mention the tender notification number, Commercial bid and date of opening)**

### **SEALED COVER 2:**

- i. The discount on drugs sold to the Institute patients and services listed in the commercial terms and conditions to be quoted **on monthly basis** in the format given in **Annexure IV**
- ii. The rate should explicitly indicate the amount without any hidden cost.
- iii. All the taxes and other charges must be quoted separately.

**(At the top left corner of the cover mention the tender notification number, price bid and date of opening)**

Both the covers, cover 1 and cover 2 shall be placed in a common cover which shall also be sealed and addressed to 'The Director, National Institute of Technology, Tiruchirappalli - 15. Tamil Nadu.

**(At the top left corner of the cover mention the tender notification number and kind attention Dean (ID))**

**Signature of the authorized signatory**



**ANNEXURE I**

**UNDER TAKING**

- 1) Certified that our firm / company was not convicted by any Court of Law for violation of Drugs and Cosmetics Act.
- 2) Certified that no litigation is pending in any court of Law against our firm for Violation of Drugs and Cosmetics Act.
- 3) Certified that no Criminal Proceedings were initiated by CBI / State CBCID / Drug Controller at any point of time from the inception of the firm/company against our firm/company for violation of any statutory law including the Drugs and Cosmetics Act.
- 4) Certified that no Criminal Proceedings instituted against our firm / company by CBI / State CBCID / Drug Controller for violation of any statutory laws including the Drugs and Cosmetics Act is pending at present

**Signature of the authorized signatory**

## **ANNEXURE II**

### **DETAILS OF ALL CONTRACTS COMPLETED DURING THE LAST FIVE YEARS**

Sl. No.	Name of Contract & Location	Name of Client	Annual Cost of Contract	Date of Commencement as per contract	Period of contract	Litigation Arbitration pending/in progress with details	Name, Address & Tele No. of officer to whom reference may be made	Remarks

## **ANNEXURE III**

### **DETAILS OF CONTRACTS UNDER EXECUTION OR AWARDED**

Sl. No.	Name of Contract & Location	Name of Client	Annual Cost of Contract	Date of Commencement as per contract	Period of contract	Name, Address & Tele No. of officer to whom reference may be made	Remarks

Date:

Signature of the Authorised Signatory

**ANNEXURE IV**

**PRICE BID**

Sl.No.	Classification of Drugs	Discount Offered on the M.R.P. of the Drug. (in Figures and Words)
1.	Drugs the Prices of which are controlled by Central / State Govt. or any Statutory authority. (DPCO)	
2.	Other Drugs	

**Note:-**

- 1) The List of drugs the prices of which are Controlled by Govt. should be enclosed to the price bid.
- 2) Any addition or deletion to the list of drugs the prices of which are Controlled by Govt. should be intimated to the Institute immediately with copies of Govt. notification / order for such addition / deletion.
- 3) The Discount offered should be kept firm throughout the Licence Period.

Signature of the authorized signatory.