

Indian Institute of Information Technology Design and Manufacturing Kurnool

**(An Institute of National Importance
Funded by Ministry of Education, Government of India.)**



**NOTICE INVITING TENDERS
FOR**

Opening of an outsourced Pharmacy At Dhanvantari Health and Wellness Centre of IIITDM Kurnool to provide drugs & medicines

Tender No: IIITDMKNL/2023-24/OT/Medical Unit/Pharmacy/2, Dt. 13/04/2023

Telephone: 08518-289115

E-mail Id : purchase@iiitk.ac.in

Website: www.iiitk.ac.in

DISCLAIMER

- 1.**The information contained in this Tender document or subsequently provided to Bidders, whether in the document or verbal or any other form by or on behalf of Indian Institute of Information Technology Design and Manufacturing Kurnool (IIITDM Kurnool) by any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.
- 2.**The purpose of this Tender document is to provide interested parties with information that may be useful to them in eliciting their proposals according to this Tender document. This Tender document may not be appropriate for all persons, and it is not possible for the Institute, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.
- 3.**This Tender document includes statements, which reflect various assumptions and assessments made by the Institute in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.
- 4.**The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.
- 5.**Information provided in this document to the Tenderer(s) is on a wide range of matters, some of which depend upon the interpretation of the law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Institute accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 6.**The Institute, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Tender Stage.
- 7.** Institute reserves the right to reject any or all the tenders at any stage or accept them in part or reject the lowest tender without assigning any reason thereof and the decision of the Institute in this respect shall be final.

Registrar

1. PREAMBLE

Tender No: IIITDMKNL/2023-24/OT/Medical Unit/Pharmacy/2, Dt. 13/04/2023

Indian Institute of Information Technology Design and Manufacturing Kurnool (IIITDM Kurnool) invites sealed tenders from the eligible Pharmacy License holders/Chemists for “Opening of an outsourced Pharmacy At Dhanvantari Health and Wellness Centre of IIITDM Kurnool, Kurnool, Andhra Pradesh to provide drugs & medicines”, as specified in the following scope of Work.

- a) **Scope of Work: “Opening of an outsourced Pharmacy At Dhanvantari Health and Wellness Centre of IIITDM Kurnool, Kurnool, Andhra Pradesh to provide drugs & medicines”**. as per the terms & conditions outlined in this tender document.

Tender Title: “Opening of an outsourced Pharmacy At Dhanvantari Health and Wellness Centre of IIITDM Kurnool, Kurnool, Andhra Pradesh to provide drugs & medicines”

- b)
- c) The tender document can be downloaded from either Central Public Procurement (CPP) Portal <http://eprocure.gov.in/epublish/app> or the Institute website www.iiitk.ac.in.
- d) The tenders can either be dropped in the Tender Box in the Administrative Building of the Institute or sent by **Indian Speed Post / Registered Post only** to the address given below.

To,

Registrar, IIITDM Kurnool,

Jagannathagattu, Kurnool-518008.

The Institute will not take any responsibility for postal delays.

- e) The following are the critical timelines of this Tender:

S. No.	Particulars	Date & Time
1	Date of Publication & Download of Tender	13 April 2023
2	Pre-bid meeting	20 April 2023 (Thursday) at 02:30 PM
3	Bid submission Start Date	20 April 2023 (04:00 PM) onwards
4	Bid submission End Date & Time	03 May 2023 (Wednesday) Till 02:00 PM
5	Opening of Technical Commercial Bid	03 May 2023 (Wednesday) At 03:00 PM

- f) Pre-Bid Meeting: Tenderers shall attend the pre-bid meeting in person on 20.04.2023 at 02:30 PM at Purchase section, IIITDM Kurnool.
- g) Queries, if any, can be made through e-mail only to purchase@iiitk.ac.in on or before the Pre-bid meeting. Queries received via any other mode shall not be entertained. The queries should only be sent in the following format on the official letterhead of the company.

S. No	Page No (tender Ref)	Clause (Tender Ref)	Description (Tender Ref)	Query

- h) If there is any addendum/corrigendum related to the Tender, it shall only be published on the Institute website. The Bidders are advised to check the Institute website regularly. No other mode of notice will be given.
- i) The Bidders are requested to submit the bids after the issue of clarifications duly considering the changes made, if any. Bidders are totally responsible for incorporating/complying the changes/ amendments issued, if any, during a pre-bid meeting in their bid.
- j) Bidders need to submit **self-attested** hard copies of relevant documents. All documents submitted by the vendors will be verified by IIITDM Kurnool.
- k) If the last date of receiving/opening of the bids coincides with a holiday, then the next working day shall be the receiving/opening date.
- l) The Bidders are free to visit the provisions of the Pharmacy outlet at the Institute Health Centre and physically verify the premises during the working hours of the Health Centre, with the permission of the Institute Medical Officers/In-charge/ Authorities.

2. EARNEST MONEY DEPOSIT (EMD) AND PERFORMANCE GUARANTEE

- a) The Bidders are required to pay Earnest Money Deposit (EMD) as specified below in the form of DD/ Banker's Cheque, drawn from any nationalized bank in favour of "The Director, IIITDM Kurnool, Kurnool, Andhra Pradesh", payable at SBI, Nandyal Road Branch, Kurnool- IFSC Code SBIN0021660.

	Tender Processing Fees (Non-Refundable)	Earnest Money Deposit (EMD) (Refundable)	Performance Guarantee
Amount	NIL	Submitting Bid Security Declaration as per Annexure-IV or ₹. 5,000/-	Rs. 50,000/- (Rupees Fifty Thousand Only)
Validity	---	With a validity period of 90 days beyond the opening of the Technical bid	Contract period + minimum 2 months extra

- b) Bids received without EMD or Bid Security Declaration as per **Annexure-IV** shall be summarily rejected.
- c) The Successful Bidder shall furnish a Performance Guarantee (**as per the template in Annexure-VI**) in the form of Bank Guarantee from any nationalized bank within a Week period of Letter of Award (LOA). The validity period and amount of Performance Guarantee are specified in the above table.
- d) EMD of Bidder shall be forfeited if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of his/her bid.
- e) Further, if the successful Bidder fails to furnish the Performance Guarantee within the specified period, his/her EMD shall be forfeited.
- f) In case the Bidders / Successful Bidder(s) are found in breach of any condition(s) at any stage of the tender, EMD / Performance Guarantee shall be forfeited.
- g) In cases of d, e and f, apart from forfeiting EMD/Performance Guarantee, the Institute may initiate any penal action against the Bidder/successful Bidder, which the Competent Authority deems it to be fit.
- h) EMD will be returned to Unsuccessful Bidders without any interest whatsoever, after opening of financial bids.

3. METHOD OF SUBMISSION OF BIDS

- a) The bids should be filled in two bid formats (Technical Bid and Financial Bid) with all the required documents as enclosures in separate sealed covers
- b) There should be the main envelope, called a Master envelope, and three more envelopes, namely: Envelope-1, Envelope-2, and Envelope-3.
 - i. Envelope-1: Superscribed as **“EMD for Opening of an outsourced Pharmacy At Dhanvantari Health and Wellness Centre of IIITDM Kurnool, Kurnool, Andhra Pradesh to provide drugs & medicines”**. The Demand Draft/Banker’s Cheque / EMD exemption declaration (**Annexure-IV**) towards EMD should be kept in this envelope and sealed.
 - ii. Envelope-2: Superscribed as **“Technical Bid for Opening of an outsourced Pharmacy At Dhanvantari Health and Wellness Centre of IIITDM Kurnool, Kurnool, Andhra Pradesh to provide drugs & medicines”**. The complete tender document (downloaded from the website) along with the required supporting documents needs to be **spiral-bounded** and should be kept in this envelope and sealed.
 - iii. Envelope-3: Superscribed as **“Financial Bid for Opening of an outsourced Pharmacy At Dhanvantari Health and Wellness Centre of IIITDM Kurnool, Kurnool, Andhra Pradesh to provide drugs & medicines”**. The Financial Bid (as per the template in **Annexure-V**) should be kept in this envelope and sealed.
- c) All the documents in Envelopes 2 and 3 should be duly **signed by the Bidder with the stamp** of the firm.
- d) All these three envelopes, Envelope-1, 2, and 3 should be kept in the **Master envelope**.
- e) The master envelope should be super-scribed with **“Opening of an outsourced Pharmacy At Dhanvantari Health and Wellness Centre of IIITDM Kurnool, Kurnool, Andhra Pradesh to provide drugs & medicines.”**.
- f) Incomplete bids or bids not submitted in the prescribed format are liable for rejection. Also, the Bids received after the due date and time shall be summarily rejected.
- g) The Bids should be valid for a period of 120 days from the date of opening of the Technical Bid.
- h) **All the documents w.r.t. the eligibility criteria must be mandatorily submitted.**

4. ELIGIBILITY CRITERIA

- a) Bidder must be a firm/ Proprietor/ company that should be registered with appropriate authorities at least 3 years before the date of issue of this tender. **(self-attested copy)**
- b) The bidder should have GST certificate at least 3 years before the date of issue of this tender. **(self-attested copy)**
- c) Bidder must have a PAN Card **(self-attested copy)**.
- d) The bidding Chemist/Firm must hold valid drug License as on the date of Bid opening. The successful bidder shall have to apply and obtain a valid drug licence from the appropriate Govt. agency/authority (from the Drugs Control Department, Govt of AP, under the provisions of The Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945) for operating the proposed pharmacy at **Dhanvantari Health and Wellness Centre of IIITDM Kurnool** within Thirty days from the date of award of the tender. Besides, the bidder shall also be required to have/obtain all other licenses/registrations as may be necessary from time to time under various laws/enactments. **(self-attested copy)**.
- e) The Chemist/Firm must not have been convicted by any Drugs Control Authority and no case should be pending under the Drugs and Cosmetics Act and Rules. **(Should submit an undertaking in this regard)**
- f) The bidding Chemist/Firm should have the experience of having established/run such a Pharmacy for at least three consecutive years.
- g) The Chemist / Firm should have experience of at least Three years in the similar field as stated in the “Scope of Work”. **It is mandatory for the bidders to attach documentary proof of requisite experience, with the technical bid.**
- h) The Bidder should have an average annual financial turnover of not less than ₹5 Lakhs during the last three years **The bidder should attach a copy of audited/ITCC Certificate for the last three years duly attested by a Chartered Accountant.**
- i) A declaration undertaking on the letter head of the Bidder/Agency that all the terms and conditions as given in the tender document are acceptable and the Agency has not been blacklisted by any of the organization at any point of time and no criminal case is pending against the said firm/agency (as per **Annexure III**) should be given.
- j) **Each page of the tender document along with all other submitted documents must be duly signed by authorized signatory** with Bidder’s company seal and initial. Otherwise, the document will be invalid. (power of attorney, if any, to be submitted)

Note: - The bidders should submit all the required documents for the above listed eligibility criteria, failing which their bid will be treated as invalid or cancelled.

Name and Signature of Bidder with Seal

5. DETAILED SCOPE OF WORK AND OTHER TERMS AND CONDITIONS

5.1 SCOPE of WORK:

- a) The Outsourced Pharmacy shall stock the branded drugs and medicines of well reputed companies as prescribed by the Institute Medical Officers and Visiting Consultants and dispense the same to the beneficiaries of the Institute at agreed discount rates.
- b) The outsourced Pharmacy will operate 24 X 7 days in a week.
- c) The payment will be as per Institute Rules.

5.2 TERMS & CONDITIONS:

5.2.1 ESTABLISHING THE OUTSOURCED PHARMACY

The Outsourced Pharmacy will be run in the outlet premises (Approx. 180 SFT) provided adjacent to the Dhanvantari Health and Wellness Centre of IIITDM Kurnool and should be established immediately by the successful bidder at his own cost after signing the contract agreement.

The vendor shall obtain any statutory licenses that may be required to run the pharmacy at IIITDM Kurnool.

5.2.2 DISPENSING AS PER PRESCRIPTION

- a) The medicines/Drugs are to be dispensed to the beneficiaries only as per the prescription of the Institute Medical Officers and the visiting Consultants for the period mentioned in the prescription.
- b) The prescription slip duly signed by the Institute Medical Officer(s) may contain both reimbursable and non-reimbursable medicines. The outsourced pharmacy shall, however, be required to provide both types of medicine and recover the cost of non-reimbursable drugs/medicines directly from the patient concerned, while the cost of reimbursable drugs/medicines shall be included in the bill to be raised with the institute, in accordance with the stipulation provided in clause 6 below. The discount would be available on the non-reimbursable medicines also.
- c) The Dispensing Job should be done by a Registered Pharmacist (Qualified Person).

5.2.3 NON SUBSTITUTION

In case of prescription for specific brand of medicines, the brand shall not be substituted.

5.2.4 PACKED SUPPLIES

The Medicines/Drugs are to be dispensed as per the original packing of the Manufacturer.

5.2.5 LIFE PERIOD OF MEDICINES SUPPLIED

Every Medicine has its own shelf-life period mentioned on the label of medicine. All items stocked or Dispensed should have at least 3/4th of its remaining shelf life.

5.2.6 PRESENTATION OF BILLS

The Outsourced Pharmacy shall present the Bill together with prescriptions to the In- charge, Health Centre for the dispensing made during each fortnight (1 to 15 & 16 to 30/31) within ten days of closing of each respective fortnight. The bill should clearly indicate the details of the dispensing made each day such as the name of the item, name of the manufacturer, batch number, date of manufacture & expiry date, name of the patient, prescription slip number with date, discount as per contract etc. and any other information required by the IIITDM Kurnool Authorities.

NB: Incomplete bills not accompanied by any of the particulars mentioned above will not be entertained

5.2.7 License Fee & Electricity Charges:

The vendor will be liable to pay a monthly license fee and Electricity charges.

License Fee Fixed @ Rs.1300/-

Electricity Charges: At actuals

5.2.8 PERIOD UPTO WHICH SUPPLY ORDERS WILL BE PLACED

Supply orders will be placed against the contract up to the last date of the contract. Indent/Prescription received even on the closing date should be honoured in accordance with the terms of the contract, even though the last date of the contract may have expired on the date of supply of medicines.

5.2.9 PERFORMANCE SECURITY

The Bidder whose bid has finally been accepted by the Institute, shall have to deposit a sum of Rs 50,000/- (Rupees Fifty Thousand Only) towards Performance Security through bank draft in favour of Director, IIITDM Kurnool payable at Kurnool. The bank draft must be valid for the entire period of contract including the extended term of contract, if any. The Performance Security shall be liable to be forfeited, if the medicines/drugs, etc. are not as per the intent of the Institute Medical Officers or not conforming to quality. No interest shall be paid on Performance Guarantee.

The Performance Security is also liable to be forfeited if the Outsourced Pharmacy:

- a) Fails to adhere to the terms and conditions of the contract, or
- b) Stocks/Dispenses any sub-standard, spurious drugs or substitute medicines, or
- c) Delays the supplies, or
- d) Over charges.

5.2.10 DEDUCTIONS FOR DELAY / DEFAULT

- e) In case of prescription for specific brand of medicines, the same shall not be substituted. If any such case is noticed during scrutiny before or after the payment, then the outsourced pharmacy will be penalized with Rs. 1,000 + cost of the specific brand of medicines for each such default.
- f) The prescribed medicines/drugs should be made available at the outsourced pharmacy within 24 hours of the presentation of prescription. Supply delayed by more than this time of any medicine without proper justification will attract appropriate penalty which would be levied by the Institute at its discretion.

5.2.11 TERMINATION FOR DEFAULT

IITDM Kurnool may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the Contract in whole or part:

- 5.2 If the bidder fails to provide any or all of the services within the period(s) specified in the contract.
- 5.3 If the bidder fails to perform any other obligation(s) under the Contract.
- 5.4 If the bidder, in the judgment of the IITDM Kurnool, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

5.2.12 PERIOD OF CONTRACT

The contract shall be for a period of two years from the date of the signing of the contract. However, in case of unsatisfactory service and performance, it would be liable to be terminated by giving one month's notice.

The term of the contract may at the discretion of the Institute, be extended for a further period of one year on same terms and conditions provided the other party is also agreeable to it. The term of the contract shall be extended through a simple letter issued in this behalf by the Institute.

5.2.13 RIGHT TO ACCEPT / REJECT ANY BID

The Director, IITDM Kurnool reserves the right to accept any bid, and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for any such action.

The Director, IITDM Kurnool doesn't pledge himself to accept the highest discount offered in the Bid and reserves to himself the right of accepting the whole or any part of the Bid and the Bidder shall be bound to execute the same as per *the scope of work*.

5.2.14 PRICING

The Bidder shall have to quote a uniform discount on Maximum Retail Price (M.R.P) printed on the Strip/Bottle/Unit packed in percentage terms in respect of all drugs and medicines, for stocking and dispensing to be made under the Contract (including the non-reimbursable medicines on the prescription). The quoted rate/offer shall be inclusive of all applicable taxes including GST and shall remain valid for the entire duration of the contract including the extended period, if any.

5.2.15 MISCELLANEOUS

- i. The appointed Outsourced Pharmacy will, as and when required, attend the meetings fixed by the Institute Authorities or by the Institute Health Centre Committee.
- ii. The outsourced Pharmacy shall under no circumstances stop the supplies of the medicines/drugs without giving three months' prior notice.
- iii. The Bidder's Earnest Money Deposit (E.M.D) will be discharged/returned by the Institute, as far as possible, within 30 Days after the expiration of the prescribed period of tender validity or after the completion of the tendering process.
- iv. The Outsourced Pharmacy shall have its own approved letter pad, rubber stamp seal etc.
- v. Only Qualified Pharmacists shall dispense the Medicines/Drugs at the Pharmacy outlet of the Institute Health Centre.
- vi. The Outsourced Pharmacy shall produce Registration Certificate of the Qualified Person (Pharmacist) engaged in Dispensing of the Medicines/Drugs and comply with the standards of Drugs and Cosmetics Act, 1940 and Rules 1945, as applicable from time to time.
- vii. A semi-furnished outlet to run the Pharmacy will be provided adjacent to the Institute Health Centre, which will be duly fitted with racks for storage of medicines. It shall be the sole responsibility of the Outsourced Pharmacy to maintain the structure and furniture of the outlet. Any alteration or modification (Civil/Electrical), if necessary, shall be carried out only after pre-approval of the Director, IIITDM Kurnool.
- viii. The licensee shall be liable to pay to the Institute, the monthly license fee as well as the electricity charges for the premises of the Pharmacy Outlet at the rates that may be applicable and in force for commercial establishments from time to time. The electricity charges would however be payable on actual consumption basis. Both the charges, i.e., the license fee and the electricity charges will be paid by 10th of every following month by the Outsourced Pharmacy. In case of failure to pay the same in time as aforesaid, a penalty @ Rs. 100/- per month will be charged on electricity consumption and in case of licence fee, Rs. 100/- per month on compounding basis. For electricity consumption purposes, a separate metre would be installed by the Institute through the Estate section.
- ix. The Outsourced Pharmacy shall be run by the contractor and no subletting shall be allowed under any circumstances, whatsoever.
- x. The Possession of the Premises (Pharmacy Outlet) granted to the Outsourced Pharmacy shall be with the Contractor and therein, the contractor shall stock/dispense the medicines/drugs.
- xi. No Advance Payment shall be made to the successful bidder by IIITDM Kurnool in any form or under any circumstances.

5.2.16 FORFEITURE

The Earnest Money may be forfeited if a Bidder withdraws its tender during the period of bid validity or in case of the successful Bidder, the Bidder fails;

- a) To sign the contract in accordance with the terms and conditions, and
- b) To furnish Performance Security as specified in the terms and conditions.

6 COMMENCEMENT OF SERVICE

The bidding chemist/firm must establish the pharmacy and commence the services **within One week after placing of Work Order or any other date as mentioned in Work Order. The time is the essence of the contract. It is mandatory for the bidders who respond to this bid to meet this condition.**

7 CORRUPT OR FRAUDULENT PRACTICES

- a) IIITDM Kurnool requires that the Bidder under this bid observes the highest standards of ethics during the procurement and execution of contract.
- b) In pursuance of this policy, the terms are set forth as follows:
 - i. "Corrupt Practice" means offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution.
 - ii. "Fraudulent Practice" means misrepresentation of facts in order to influence the procurement process or execution of contract to the detriment of the IIITDM Kurnool, and collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive IIITDM Kurnool of the benefits of free and open competition;
- c) IIITDM Kurnool will reject the award of contract if it determines that the bidder has/had engaged in corrupt or fraudulent practices in competing for or securing the contract in question;
- d) IIITDM Kurnool will declare a firm ineligible, either indefinitely or for a specified period of time, for award of any contract if at any time, it determines that the firm has/had engaged in corrupt and fraudulent practices in competing for or in executing the contract.

8 MODIFICATION OF TERMS AND CONDITIONS

The IIITDM Kurnool with the consent of the contractor may modify terms and conditions of the contract as and when necessary without affecting the basic nature of the contract.

9 INDEMNIFICATION

- a) That the bidding chemist/firm shall keep IIITDM Kurnool indemnified against all claims whatsoever in respect of the employees deployed by them. In case any employee of the firm so deployed enters into a dispute of any nature whatsoever, it will be the primary responsibility of the firm to contest the same. In case IIITDM Kurnool is made a party and is supposed to contest the case, IIITDM Kurnool will be reimbursed the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the contractor to IIITDM Kurnool on demand. Further, the firm shall ensure that no financial or any other liability comes on IIITDM Kurnool in matters of any nature whatsoever, and shall keep IIITDM Kurnool indemnified in this respect.
- b) That the firm shall keep IIITDM Kurnool indemnified against any loss to the property and assets of IIITDM Kurnool. IIITDM Kurnool shall have the right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

10 PENALTIES/LIABILITIES

- a) That the chemist/firm shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the contract may be terminated, the security deposit will be forfeited and the work may be got done from another agency at their risk and cost.
- b) If the chemist/firm violates any of the terms and conditions of this agreement or commits any fault or the services are not to the entire satisfaction of officer authorized by The Director, IIITDM Kurnool on his behalf, a penalty as deemed fit will be imposed.
- c) If the chemist/firm dispenses medicines without a valid prescription of the Institute Medical officer or dispenses banned medicines/drugs/ etc. a heavy penalty as decided by the Institute will be imposed.

- d) The security deposit shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage if any, sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of a breach of the agreement by the Contractor.

11 RESOLUTION OF DISPUTES

In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Director, IIITDM Kurnool, Kurnool, Andhra Pradesh or any other officer nominated by the Director, IIITDM Kurnool, Kurnool, Andhra Pradesh for arbitration, whose decision shall be final and binding on both the parties. The Agency agrees that the arbitrator could be an employee of the Institute and shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act 1996.

12 TERMINATION OF THE CONTRACT

The contract may be terminated in any of the following contingencies: -

- a. On giving three months' notice by the Agency **OR** the Institute
- b. On the expiry of the contract, without any notice **OR**
- c. On giving one-week notice by the Institute, at any time during the tenancy of contract, in case the services rendered by the Agency are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for this services **OR**
- d. On Agency being declared insolvent by the competent Court of Law, without any notice **OR**
- e. On assigning of the contract or any part thereof or any benefit or interest therein or thereunder by the Agency to any third party or for sub-letting the whole or a part of the contract to any third party with prior written consent of IIITDM Kurnool and with notice. Provided that, during the notice period for termination of the contract, in the situation contemplated above, the Agency shall keep on discharging its duties as before till the expiry of the notice period.

In case of termination of the contract on the grounds mentioned at **Sr. Nos. (c, d & e)** above **OR** in case the Agency decides to conclude the contract before the expiry of 12 months contract period without giving three months notice as mentioned at **Sr. No (a)** above, the Agency shall forfeit the Performance guarantee held with the Institute and the Agency shall not have any claim/right against the Institute in satisfaction of this condition.

13 MODE OF ISSUE OF NOTICE

Any notice sent by Registered/Speed post only by either party to the addresses recorded in the contract shall be deemed to have been properly served for any of the purposes mentioned herein.

14 JURISDICTION

- a) This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to executive jurisdiction of the Indian Courts at Kurnool.
- b) The disputes, legal matters, court matters, if any, shall be subject to Courts in the district of Kurnool Jurisdiction only.
- c) The contracting agency and the IIITDM Kurnool shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, the same shall be settled under the Court of Law within its jurisdiction. The resultant contract will be interpreted under Indian Laws.

15 FORCE MAJEURE

- a) Any delay due to Force Majeure will not be attributable to the Service provider. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption, or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Vendor or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Contract for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the service provider for a period exceeding a continuous period of 7 (seven) days.
- b) IIITDM Kurnool may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failures to perform its obligations under the contract, is the result of a force majeure.
- c) If the due date of submission of tender/tender opening is declared a holiday for the Institute, the due date for submission of tender/tender will be extended to the same time on next working day.

16 ARBITRATION

All disputes of any kind arising with regard to **Opening of an outsourced Pharmacy At Dhanvantari Health and Wellness Centre of IIITDM Kurnool** shall be referred by either party (IIITDM Kurnool or the bidder) after issuance of 30 days' notice in writing to the other party clearly mentioning the nature of the dispute and will be referred to the arbitrator to be nominated by The Registrar, IIITDM Kurnool. The venue for arbitration shall be Kurnool.

17 ACCEPTANCE OF THE TERMS AND CONDITIONS OF TENDER DOCUMENT

The bidders have to accept all the terms and conditions of this tender document and it is made known that the bidders quoting for this tender had impliedly accepted the terms and conditions of this tender.

18 INTERPRETATION OF THE CLAUSES IN THE TENDER DOCUMENT

In case of any ambiguity/dispute in the interpretation of any of the clauses in this tender document, the interpretation of the Registrar, IIITDM Kurnool shall be final and binding on all parties. The IIITDM Kurnool reserves the right to accept the offer in full or in parts or reject the offer summarily or partly without assigning any reasons.

Registrar

Annexure-I

Self-attested Photograph of the bidder
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PROFILE OF THE FIRM

i.	Name & Address of the Firm				
	a. Mobile no.				
	b. Telephone no.				
	c. E-mail				
ii.	Name and Designation of Authority having Administrative & Financial Powers along with his/her Mobile no. (Attach a copy of Power of Attorney wherever applicable)				
iii.	Experience of the Firm in last 3 years. Particulars may be provided in the table given bellow.				
iv.	Copy of Registration Certificate issued by the appropriate authority				
v	Copy of GST number				
vi.	Copy of Income Tax PAN number				
vii.	Copy of Drug License				
viii	Any other information which The Firm may like to provide				
SL. No.	Name of the Client	Contact person & Mobile no.	From	To	Duration in years/months

Documents having Corrections and Alterations shall not be accepted.

All the information furnished above should be supported by documentary evidence.

I / we accept all the terms and conditions of the tender notice.

Place:

Date:

Signature of the Tenderer with Seal

TECHNICAL BID (checklist)

(The Bidder may use the checklist below, to ensure that the tender submitted is complete in all respects)

Sl. No	Particulars	Yes	No	Document Page No
1	Self-attested copy of original tender document downloaded from either Central Public Procurement (CPP) Portal http://eprocure.gov.in/epublish/app or the Institute website www.iiitk.ac.in .			
2	Profile of the firm for (Annexure-I)			
3	Self-attested copy of Firm Registration Certificate.			
4	Self-attested copy of GST Registration.			
5	Self-attested copy of PAN card.			
6	Self-attested copy of Drug License			
7	Self-attested copies of experience for three years			
8	Self-attested copies of relevant work completion certificate(s), if applicable.			
9	Self-attested copies of satisfactory performance certificate(s), if applicable.			
10	Self-attested copies of last 3 years' audited financial statements/ ITR's & Annual Turnover issued from Chartered Accountant on his/her letterhead.			
11	Declaration in the format given by the Institute (Annexure-III)			
12	Power of attorney, if any, to be submitted.			
13	EMD cover (Demand Draft/Banker's Cheque / EMD exemption declaration as per Annexure-IV).			Envelop-I
14	Technical Bid for Operating an outsourced Pharmacy at IIITDM Kurnool, Kurnool, Andhra Pradesh			Envelop-II
15	Financial bid cover (as per Annexure-V).			Envelop-III

Note:

- All the pages of the original bid document along with other hard copies should be **serially numbered**, and **document page numbers should be filled** in the above table.
- Bidders need to submit **self-attested** hard copies.

Name and Signature of the Bidder with stamp

DECLARATION

(To be provided on the letterhead of the Bidder and submit along with Technical bid)

To

The Registrar

IIITDM Kurnool.

Jagannathagattu,

Andhra Pradesh -518008.

Tender Ref. No.: IIITDMKNL/2023-24/OT/Medical Unit/Pharmacy/2, Dt. 13/04/2023

I/We, the undersigned, declare that:

1. I / We do hereby certify that our firm is not blacklisted and no enquiries / cases are pending against us by Govt. of India / Govt. of Andhra Pradesh or by any State/Central Boards/ Universities, since inception of the firm / company.
 - a. All the terms and conditions given in the tender document with reference to above, are acceptable to us.
2. I/We also certify that the information mentioned in the submitted documents is true and complete in any every respect and explicitly agree that in the case at a later date it is found out by the Institute (IIITDM Kurnool) that any details provided herein by us are incomplete/incorrect, any contract given to us may be summarily terminated forthwith, our firm may be blacklisted, and that the Institute may also initiate any other legal/penal proceedings, as deemed fit by it.

Date:

Place:

Signature:

Authorized Signatory Name:

Designation:

Company:

Contact No:

Company Seal

DECLARATION FOR EXEMPTION OF EMD**(To be provided on the letterhead of the Bidder and submit along with Technical bid)**

To

The Registrar.

IIITDM Kurnool.

Jagannathagattu,

Andhra Pradesh -518008.

Tender Ref. No.: IIITDMKNL/2023-24/OT/Medical Unit/Pharmacy/2, Dt. 13/04/2023

1. I/We, the undersigned, declare that I/We are registered with MSME/NSIC and hence may be exempted, in view of submission of **Bid Securing Declaration**, from payment of EMD.
2. I/We accept that:
 - a. I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of five (5) years upon receipt of your Blacklisting Order and pay 5% on work order value / purchase order as a fine on the Use of Bid Securing Declaration if I/we have committed any of the following actions:
 - i. Withdrawn or Modify my/our Bid during the period of bid validity required in the Bidding Documents; or
 - ii. Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity; or
 - iii. Fail or refuse to submit a performance security before the deadline defined in the Bidding Documents.

Date:

Place:

Signature:

Authorized Signatory Name:

Designation:

Company:

Contact No:

Company Seal**Enclosure: Copy of MSME / NSIC registration certificate.**

Tender Ref. No.: IIITDMKNL/2023-24/OT/Medical Unit/Pharmacy/2, Dt. 13/04/2023

FINANCIAL BID

(To be provided on the letterhead of the Firm)

To
Director
IIITDM Kurnool
Kurnool - 518008, Andhra Pradesh

Sir,

I / We offer to stock the branded medicines/drugs of well-reputed Companies as prescribed by the Institute Medical Officers and dispense the same to the Beneficiaries as per the prescription of the Institute Medical Officers and the Visiting Consultants at the rates in percentage given below:-

Uniform Discount on the Maximum Retail Price (M.R.P) Offered by me/my Firm shall be:

For Branded Medicines:

- a. _____ (In percentage term – in Figures)
b. _____ (In percentage term – in Words)

2. I/We undertake to keep the above quoted rate of discount on the Printed Maximum Retail Price on all items stocked and dispensed valid till the duration of this contract including the extended period, if any. No other taxes or charges, including GST, shall be leviable on the uniform discount quoted above by me/us.
3. I/We also undertake that the medicines/ drugs shall be stocked as per the prescription and dispensed as per the contract/extension of contract and no “Substitute Medicines/Drugs” will be stocked/ Dispensed.
4. I/We also undertake to give the maximum discount on Generic Medicines.

[AUTHORIZED SIGNATORY]
NAME IN BLOCK LETTERS
SEAL OF THE TENDERER

FORM FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

To,
The Director
IIITDM Kurnool

WHEREAS (Name and address of the Bidder) (Hereinafter called “the Bidder) has undertaken, in pursuance of the contract no..... Dated to supply (description of goods and services) (hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a **Nationalized bank** / scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until the Day of 20

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name and address of the Bank and address of the Branch

Important: (For issuance of IFN 760 COV Bank Guarantee Advising Message)

1. Beneficiary Bank Details: Bank Name: State Bank of India, Branch: Nandyal Road Branch Kurnool, IFSC Code: SBIN0021660)
2. The Supplier has to ensure issuance of IFN 760 COV BG Advising Message by the issuing bank in order to make the paper Bank Guarantee operative (Ref: GoI Ministry of Finance letter no.F.No.7/112/2011-BOA dated 08.03.2016).