



INDIAN INSTITUTE OF SCIENCE  
BENGALURU – 560012

Dated : 07<sup>th</sup> December 2018

TENDER NOTIFICATION

SEALED TENDERS in two bid system are invited for opening a Pharmacy (Medical Store) in the premises of the Institute for supply of medicines to the Health Centre. For further details, application forms, etc. please check the website [www.iisc.ac./tender](http://www.iisc.ac./tender).

If you need any clarifications please contact Secretary, Campus Amenities Committee, Indian Institute of Science, Bengaluru during working days.

REGISTRAR

## **INTRODUCTION**

The Indian Institute of Science is a premier research and academic institution of higher learning in the Country having more than 500 faculty, 4000 students and 1000 support staff in its sprawling campus of more than 400 acres. A large number of the staff members and their families and almost the entire student community reside in the campus. There is a necessity of a pharmacy (medical store) to cater to the needs of the above community.

The Health Centre of the Indian Institute of Science provides health care to the Institute community comprising of staff members & their dependants, pensioners and students. Though small in relative terms, the health centre is well equipped to undertake a number of clinical investigations and offers outpatient care as well as in-patient treatment. The Health Centre procures the medicines and drugs (hereinafter commonly used as 'Medicines') for the patients from the manufacturers/authorized suppliers through the Rate Contract arrived at through an Open Tender. However, the Health Centre depending on necessity also wishes to procure medicines not listed in the regular Rate Contract of the Institute and urgently required medicines even if they are in the Rate Contract from the Pharmacy proposed to be established on the Institute campus.

Therefore, the Institute is hereby inviting Tenders in two bid systems (Technical and Financial) from the registered, experienced and reputed pharmacists for

- (a) setting up a pharmacy on the campus in a place identified by the Institute for the benefit of the Institute community; and
- (b) supplying medicines as mentioned above to the Health Centre of the Institute.

The annual business that is expected to accrue to the Pharmacy is around Rs.50 Lakhs as estimated by the Institute.

## **ELIGIBILITY CRITERIA**

- a) The bidder should hold a valid and applicable Licence issued by the Drug Control Authority of the State and comply with other statutory requirements for running a Pharmacy (Medical Shop).

- b) The bidder should have pan Bangalore presence with at least 7 branches.
- c) Submit necessary documents prescribed by Law about ownership/partnership/single ownership of the shop/business.
- d) The bidder or the pharmacy run by him either presently or in the past should not have been blacklisted/debarred from any Government organisation. They must not have been convicted by the State Drug Authorities and no case should be pending under the Drugs and Cosmetics Act and Rules against them.
- e) The bidder should be capable of supplying any medicine of any brand. Ideally the bidder should have more than 15000 medicines at any point of time at its storage point in Bengaluru.
- f) The bidders should have a minimum annual turnover of Rs.50 Lakhs in the Pharmacy business in the last three financial years viz., 2015-16, 2016-17 and 2017-18. Audited statements of accounts should be furnished.
- g) Proven experience of successfully running a pharmacy for the last three years.
- h) Annual Income Tax returns for the last three years.
- i) Registration certificates connected with GST and other applicable taxes.

#### **TERMS AND CONDITIONS OF THE TENDER**

- a) Successful bidder will ensure that their licenses remain valid till the end of the contract period (three years).
- b) The selected bidder has to open a Pharmacy on the Institute campus in the space and place identified by the Institute administration.
- c) The allotment of the space is at a nominal License fee of Rs.10/sq.ft. plus taxes as applicable. Additionally, a nominal fee of Rs.10/sq.ft. plus taxes will be charged for the common area; this will be shared by all the occupants on a pro-rata basis, which implies that each occupant will pay in proportion to the license fee.
- d) The Institute will provide electricity connection (with meter) to the Pharmacy and will be charged rates at which BESCO supplies such power to the Institute. Electricity

consumption in the common area will be charged on pro-rata basis, which implies that each occupant will pay in proportion to the license fee.

- e) The Institute will also provide drinking water connection (with meter) on request @ BWSSB rates.
- f) The Contract will be for a period of THREE YEARS with annual renewal subject to satisfactory performance and conduct based on the periodic review by the Health Centre and also the Institute community feedback.
- g) The Institute reserves the right to terminate the contract by giving 3 months notice without assigning any reasons. However, if any serious lapses are noticed, the License will be cancelled and he shall pay all dues to the Institute and vacate the premises immediately. The Pharmacist can also terminate the contract by giving 3 months notice and clearing all the dues to the Institute, if they are not willing to continue.
- h) The pharmacy has to dispense the medicines to the eligible community of the Institute against prescriptions given by the Doctors of the Health Centre or the Consultants of the Health Centre or the Area Medical Officers. No medicines except those like Cetrizine, Crocin, Metrogyl, shall be dispensed without valid prescription.
- i) The Pharmacy shall supply medicines to the Health Centre on credit basis. The Credit period should not be less than 30 days from the date of submission of the bill. The Pharmacy has to make a fortnightly bill and submit to the Health Centre office for payment.
- j) The Pharmacy must have sufficient resources/ capacity to undertake the supply of Medicines. Persons deployed to dispense medicines at the pharmacy should be qualified in Pharmacy and also have relevant experience.
- k) The Pharmacy should be capable of supplying any medicine of any brand. Ideally the Pharmacy should have more than 15000 medicines at any point of time at its storage point in Bengaluru. The Pharmacy in the campus should have sufficient medicines for immediate dispensing on demand. If the medicines are not available in the Pharmacy, the same should be supplied within 2-3 hours. No substitution / alternative medicine will be accepted under any circumstances.

- l) The pharmacy should be kept open as below :  
Monday to Saturday : 9 am to 9pm  
Sundays / Institute Holidays : 9am to 1pm  
It is preferable that Pharmacy shall be kept open 24/7
- m) There shall be facility for supply of medicines to students at the hostel in case of emergency and on request made to Pharmacy over phone. The supply should be made against a prescription given by registered medical practitioner.
- n) The discount offered for credit sales to the Health Centre should also be extended to the cash sale of medicines against prescription.
- o) Pharmacy should have computerized billing system and also should be able to accept digital payments.
- p) Any reduction of tax rates shall also be passed on to the Institute.
- q) The shelf life of drugs supplied should not have passed more than 2/6th of the total shelf life at the time of supply of drugs. In case of imported medicines, the shelf life should not have crossed more than ¼ of total shelf life.
- r) The drugs should be supplied with strict cold chain, wherever required.
- s) The Pharmacy shall not supply any medicine, not approved by the Drug Controller of India or which has been subsequently de-recognised by the Drug Controller.
- t) The Pharmacy should only sell legally permitted medicines. In case, illegal medicines are found or sold in the Pharmacy, penalty will be imposed as per the decision of the competent authority along with legal proceeding as per law, if applicable.
- u) The Institute shall be under no obligation to accept the best or any other offer received in response to this sealed quotation notice and shall be entitled to reject any or all the quotations including those received late or incomplete quotations without assigning any reason whatsoever. The Institute will not be obliged to meet and have discussions with any bidder or consider any representation. While the above procedures lay the overall guidelines, the Institute reserves the right to select the bidder on other parameters at its discretion.

- v) Institute has right to shift Venue of the medical shop anytime, to another place in the campus with some notice period.
- w) Conditional offers and non-conformity of the terms and conditions and offers not submitted as per the details, will be liable for rejection.
- x) Licence Agreement will be entered with the successful bidder initially for a period of one year which can be extended after review for the second year and subsequent year, subject to a maximum of three years.

Confectionery and food items should not be sold.

#### **EMD &PBG**

- a) EMD of an amount of Rs.20,000 (Rupees twenty thousand only) in the form of Bank Draft drawn in favour of the Registrar, Indian Institute of Science, Bengaluru, has to be submitted along with the quotation and same shall be returned to unsuccessful bidders.
- b) The bidder declared successful has to submit a Performance Bank Guarantee of an amount of Rs.5,00,000 (Rupees Five lakhs only) valid for 6 months beyond expiry of Contract. EMD will be returned on receipt of performance bank guarantee

#### **PENALTIES AND OTHER IMPORTANT TERMS AND CONDITIONS**

1. The Institute has the right to recover penalties or any other loss incurred from the submitted PBG/Pending bills of the Pharmacy.
2. In case a firm is found to be in violation of the afore mentioned clause/s, recovery shall be made from the existing bills of Pharmacy and any decision in this regard by the Institute shall be final.
3. If the Pharmacy fails to supply the medicines within the prescribed delivery period, the Institute has the right to recover liquidated damages equivalent to 0.5% per day thereof of the value of the delayed medicines subject to a ceiling of 5% of value of delayed medicines. The Institute reserves the right to terminate the contract, if the Pharmacy operations are unsatisfactory or the time schedule is not strictly adhered to.

4. Under no circumstances will medicines past their expiry date be sold. Sale of medicine after expiry date will cause a serious action on the Vendor.
5. Periodic review of Pharmacy will be done including obtaining consumer feedback. Services can be terminated, with a three-month notice, if review is negative.
6. The Institute also reserves the right to report on the Pharmacy to the State/National Drug Authorities recommending punitive action if found involved in criminal/illegal activities.
7. If the Pharmacy fails to pay the Licence Fee / Electricity Charges / Water Charges with applicable taxes for more than two consecutive months, the Institute reserves the right to get the Pharmacy locked until its dues are cleared.
8. The Institute without prejudice to any other remedy for breach of terms and conditions of the contract, can by written notice of default sent to the Pharmacy, terminate the contract in whole or part
  - a) If the successful bidder fails to provide any or all of the services within the period (s) specified in the contract
  - b) If the successful bidder fails to perform any other obligations under the Terms & conditions of the contract including not abiding by any or all of the statutory liabilities under relevant laws.
  - c) If the successful bidder in the judgement of the Institute has engaged in corrupt or fraudulent practices in competing for or in executing the supply of medicines including subcontracting or subletting has contravened the code of integrity.

### **Critical Date Sheet**

Date of issue of Notice Inviting Quotation : 07.12.2018

Last date of submission : 27.12.2018

Date of opening of sealed rate quotations : 28.12.2018

### **HOW TO SUBMIT**

The formats of Technical bids and Financial bids are in Annexure-A & B. which can be used to submit the bid. The same has to be signed and stamped by the authorized signatory of the bidder.

**Technical bid should be submitted in Annexure-A** along with the following in one sealed cover :

- a) EMD for an amount of Rs.20,000 (Rupees twenty thousand only) in the form of Bank Draft drawn in favour of the Registrar, Indian Institute of Science, Bengaluru.
- b) Unconditional written acceptance of terms and conditions of the Tender.
- c) Copies of the valid applicable Licence issued by the Drug Control Authority of the State and statutory documents required for running a Pharmacy (Medical Shop).
- d) Copies of the ownership/partnership/single ownership of the shop/business.
- e) Copies of the Audited Statements of Accounts of the bidder for three financial years, 2015-16, 2016-17 and 2017-18 in Pharmacy business.
- f) Any document to show that they are successfully running a pharmacy for the last three years.
- g) Annual Income Tax returns for the last three financial years.
- h) Registration certificates connected with GST and other applicable taxes.
- i) Undertaking of Integrity / Ethical Practices / Non-cancellation of Licence or Conviction

**The Financial bid should be in Annexure-B.** The Technical & Financial bids should be in separate Sealed covers mentioning Technical bid and Financial bid and both the covers should be enclosed in another sealed cover super-scribing 'Tender for supplying medicines/setting up of a pharmacy and should be submitted to the 'Office of the Registrar', Indian Institute of Science, on or before 27/12/2018.

Tenders received after the due date and time will not be accepted.

The Technical bids will be opened in the Council Chamber (Ground Floor) of the Institute at 3.30pm on 28/12/2018 in the presence of the bidders who wish to be present.



After the technical evaluation, the financial bids of only technically qualified bidders will be opened on a separate date which will be intimated to the technically qualified bidders.

If the discount offered by two or more bidders is the same, then the lowest bidder will be the bidder who is having the highest aggregate turnover in Pharmacy business in the last three financial years.

The Institute reserves the right either to accept or reject any of the bids or cancel the tender without assigning any reasons whatsoever. The decision of the Director, Indian Institute of Science, Bengaluru, on all matters with regard to the above Tender and contract arising out of this tender are final and binding.

Disputes, if any, arising out of this tender or contract shall be subject to the Jurisdiction of the Courts in the City of Bengaluru.

## TECHNICAL BID

<i>Sl. No.</i>	<i>Information sought by the Institute</i>	<i>Information to be furnished by the bidder</i>
1.	EMD Deposit details : DD No. Date Amount Name of the issuing bank & branch	
2.	Name of the Pharmacy/Medical Shop (Copy of proof of ownership to be enclosed)	
3.	Contact address, Telephone No. Mobile No.. Name of the Bank, Account Details.	
4.	Shop & Estt. Registration No. (Copy to be enclosed)	
5.	Drug License No., date and validity of license issued by Drug Control Authority of the State. (Copy to be enclosed)	
6.	Experience Certificate (Attach separate sheet)	
7.	Income Tax returns for the last three years with PAN No. ( Copies to be enclosed)	
8.	GST Registration details	
9.	Audited statement of accounts (P&L accounts and balance sheet) for the last three years (Copies to be enclosed)	

<i>Sl. No.</i>	<i>Information sought by the Institute</i>	<i>Information to be furnished by the bidder</i>
10.	Annual Turnover (In Pharmacy Business) 2015-16 2016-17 2017-18	Rs. Rs. Rs.
11.	Registration Certificate	
12.	Any other important information	

**CERTIFICATE OF ETHICAL PRACTICES**

I / we assure the Institute that neither I / we nor any of my / our workers will do any act/s, which are improper / illegal during the execution of the contract that may be awarded to us.

Neither I/ We nor any of my / our workers / representatives will indulge in any corrupt activities / practice in my / our dealing with the Institute.

I / We will have no conflict of interest in any of our works / contracts at the Institute.

I / We declare that our pharmacy has not been blacklisted / debarred from any Government organization. We have not been convicted by the State Drug Authorities and no case is pending under the Drugs and Cosmetics Acts and Rules against us.

SIGNATURE

We have understood the scope and the terms and conditions and agree to the same.

Place :

Name & Signature with Seal of Bidder

Date :

## FINANCIAL BID

1.	Name of the Pharmacy / Medical Shop	
2.	Percentage of discount proposed to be offered: Percentage on MRP: In figures In words	

Name &amp; Signature with Seal of Bidder