

**REQUEST FOR PROPOSAL OF
OUTSOURCING PHARMACY FOR
IIT BOMBAY HOSPITAL**



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY

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SECTION 1 – INVITATION OF THE BIDS

Indian Institute of Technology, Bombay is one of the Institute of National Importance. The institute runs appx. 55 bedded hospital and provides Out Door Patient (OPD) services. Presently, IIT Bombay hospital serves 35000 patients (students ,faculties, employees and their dependents). IIT Bombay Hospital currently provides drugs and medicines prescribed by Medical Officers of the Institute to the Institute employees and students on cashless mode. During last financial year drugs and other hospital supplies worth appx. Rs. 6 Crores were procured.

RFP No.	MMD/PHARMACY/RC/2023-24
RFP Date	4 th August, 2023
Item Description	Annual Rate Contract of Outsourced Pharmacy for IIT Bombay Hospital
Category	Goods
Pre – Bid Meeting Date & Time	10 th August 2023 @ 3.00 pm
Pre – Bid Meeting Place	Materials Management Division, Gr. Floor, Main Building, IIT Bombay, Powai, Mumbai 400 076.
Last date & time of submission of Tender	25 nd August 2023 @ 1.00 pm
Place of Submission of Bids	Materials Management Division, Gr. Floor, Main Building, IIT Bombay, Powai, Mumbai 400 076.
Submission of Bids	Two Bid System : The two bid system will be followed for this tender. In this system bidder must submit their offer in separate sealed envelopes as – Technical Bid and Commercial Bid . Both the technical bid and commercial bid envelopes should be clearly marked as “ Envelope No. 1 - Technical Bid" and " Envelope No. 2 - Commercial Bid" and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed with our Tender No. & Due Date and to be submitted to the concern department/section mentioned in tender document.
Opening Date & Time of tender	25 nd August 2023 @ 1.00 pm
Earnest Money Deposit	Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rs. Five Lakhs Only) in the form of Demand Draft in the favour of 'The Registrar, IIT Bombay' payable at Mumbai to be submitted in Technical Bid “Envelope 1.”
Place of Opening Tender	Materials Management Division, Gr. Floor, Main Building, IIT Bombay, Powai, Mumbai 400 076.
Other Clarification	Name : Dy. Registrar Dept : Materials Management Division, IIT Bombay Email : tender.mmd@iitb.ac.in Contact No. : 022-2576 8805

Other Terms and Conditions	The bidders are requested to visit the provisions of the Pharmacy outlet at the Institute and physically verify the premises during the working hours with the permission of the Ms. Sheetal Kumar, IIT Bombay Hospital. Contact No. : 022-25767051
Signing Authority	Dy. Registrar (MM)

SECTION 2 – ELIGIBILITY CRITERIA

1. The Pharmacy/firm should have established/existence of Pharmacy for **at least 5 consecutive years**. (Enclose copy of Certificate of Incorporation/ Registration of pharmacy in the technical bid).
2. The Pharmacy/firm must hold **valid Food & Drug Administration License** as on date of Bid opening. (Enclose copy of valid FDA License of the Pharmacy/firm in the technical bid).
3. Enclose copy of **PAN CARD** of the Pharmacy/firm in the technical bid.
4. Enclose copy of valid **GST** Registration certificate of the firm in the technical bid.
5. Enclose copy of No Conviction Certificate in the technical bid. In case NO Conviction Certificate not available, copy of affidavit of No Conviction as per FDA norms to be enclosed in the technical bid.
6. The Pharmacy/firm should have the experience in similar field in last 5 years with at least one executed annual contract of Rs. 5 crores per annum at various government/semi government /PSU/Large Educational Institutes preferably IITs/NITs/IISERs/IISc.). (Enclose copy of purchase order/contract copy of the same in the technical bid).
7. Enclose Bidder's Information as per format of **Annexure A1** and submit in the technical bid.
8. The Pharmacy/firm should accept RFP Terms & Conditions as per format of **Annexure A2** and submit in the technical bid.
9. The Pharmacy/firm's Annual Business Turnover for last two financial years ie. 2020-21 & 21-22 should not be less than Rs. Ten crores p.a. (Enclose copy of Audited Annual Accounts in the technical bid)- **Annexure A3**.
10. The Pharmacy/firm should have filed ITR for last two years i.e. A.Y. 2021-22 & A.Y. 2022-23. (Enclose copy of Acknowledgments in the technical bid) - **Annexure A3**.
11. Pharmacy/firm's should maintain inventory software. (Provide name and detailed specification of inventory software in the technical bid).
12. Enclose Undertaking as per format of **Annexure A5** in the technical bid.
13. The pharmacy should have 5 or more outlets within Mumbai , Thane and Navi Mumbai . A complete list with address & Address Proof should be submitted in the technical bid.

SECTION 3 – INSTRUCTIONS TO BIDDERS

I) SUBMISSION OF OFFER:

1. The Quotation **MUST BE ENCLOSED IN A SEALED COVER** superscribing Tender number / due date & should reach the undersigned on or before due date mentioned in the tender notice. If the quotation cover is not sealed, it will be rejected.
2. Tender should be dropped in the tender box kept in the office of concerned Department. No tender is to be handed over to our staff personally unless otherwise specified. All communications are to be addressed to the undersigned only. In case due date happens to be holiday the tender will be accepted and opened on the next working day.
3. The bid can be submitted in person or through post/ courier (IIT Bombay shall not be responsible for any postal delays or any other reason for not submitting the bid in the specified time and resulting in disqualification / rejection of any bid) so as to reach on or before the due date and time.
4. The leaflets catalogue, etc. should be sent invariably so that a proper evaluation of the equipment offered is possible.

II) COST OF BIDDING :

1. The Pharmacy/firm shall bear all costs associated with the preparation and submission of its Bid and the Purchaser shall not be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

III) VALIDITY OF THE OFFER : 180 Days from the date of opening of the Technical bid.

IV) AMENDMENT OF BIDDING DOCUMENTS :

1. At any time prior to the deadline for submission of bids, IIT Bombay may, for any reason, whether on its own initiative or in response to the clarification request by a prospective BIDDER may modify the bid document.
2. The addendum/ corrigendum, if any, shall only be published on Institute's website and CPPP Portal.
3. All prospective BIDDER who have downloaded the bidding document may visit IIT Bombay website for amendments / corrigendums which will be binding on them.

V) DEADLINE FOR SUBMISSION OF BIDS :

1. Bids must be received by IIT Bombay before the due date and time at the address specified in the tender document. In the event of the specified date for the submission of bids being declared as a holiday for IIT Bombay the bid-closing deadline will stand extended to the next working day up to the same time.

VI) BID OPENING PROCESS:

1. The Technical Bid will be opened in the first instance in the presence of representatives of the bidders at IIT Bombay.
2. Financial bids of only those bidders, whose bids are found technically qualified, by the Technical Evaluation Committee, will be opened in the presence of the vendor's representatives subsequently at a later date for further evaluation.
3. One authorized representative of each of the Pharmacy/firm would be permitted to be present at the time of aforementioned opening of the bids.

4. The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the commercial bid opening.

VII) LATE BIDS :

1. IIT Bombay will not be responsible:
 - a) For delayed / late quotations submitted / sent by post / courier etc.
 - b) For submission / delivery of quotations at wrong places other than the mentioned in the tender.
 - c) Fax / E-mail / Telegraphic / Telex tenders will not be considered.
 - d) Any bid inadvertently received by IIT Bombay after the deadline i.e. due date & time for submission of bids, will not be accepted and returned unopened to the BIDDER.

VIII) SUPPLEMENTARY OFFER /MODIFICATION OF ORIGINAL BID:

1. BIDDER desirous to modify their offer/terms may submit their revised / supplementary offer (s) within the extended Tender Opening Date (TOD) by clearly stating to the extent of updation done to the original offer. The purchaser reserves the right to open the original offer along with the revised offer.

IX) CONFIDENTIALITY:

1. Information relating to the evaluation of bids, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders. On completion of Technical Evaluation by the Committee, Vendors whose offer do not meet with the users Technical Specification will be restricted to participate in commercial bid opening process. Information regarding the criteria for disqualification of the tender would be communicated to the bidder in writing.
2. Any attempt by a Bidder to influence the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
3. Notwithstanding, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.

X) DEVIATION, RESERVATIONS AND OMISSIONS:

1. During the evaluation of Bids, the following definitions apply:
 - (a) "Deviation" is a departure from the requirement specified in the Tender Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Documents.

XI) CORRECTION OF ARITHMETICAL ERRORS:

1. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

2. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with the same, shall result in the rejection of the Bid.

XII) EVALUATION OF OFFER :

1. IIT Bombay evaluate technical and commercial acceptable offers on landed net Price basis.
2. Offer which deviates from the vital conditions (as illustrates below) of the tender shall be rejected:
 - a) Non- submission of complete offers.
 - b) Receipt of offers after due date and time and or by email / fax (unless specified otherwise).
 - c) Receipt of offers in open conditions.
3. In case any BIDDER is silent on any clauses mentioned in this tender documents, IIT Bombay shall construe that the BIDDER had accepted the clauses as per the invitation to tender no further claim will be entertained.
4. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.
5. In case of two bid system the date and time of Price Bid opening shall be intimated to technically qualifying bidders only.

XIII) CORRUPT & FRAUDULENT PRACTICES:

1. IIT Bombay requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,
 - (a) The terms set forth below are defined as follows:
 1. “Corrupt practice“means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of in kind/value to influence the action of a public official in the procurement process or in contract execution;
 2. “Fraudulent practice”means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 3. “Collusive practice”means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non- competitive levels; and
 4. “Coercive practice” means harming or threatening to harm, directly or indirectly, or their property to influence their participation in the procurement process or affect the execution of a contract;
 - (b) IIT Bombay will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

XIV) COMMUNICATION FOR NON-PARTICIPATION OF TENDERS :

1. For registered vendors with IIT Bombay, in case you choose not to participate in the tender process a regret letter by way of fax/letter/email may be submitted before the due date duly superscribing “Regret” and tender No.

XV) CANCELLATION OF TENDER:

1. Notwithstanding anything specified in this tender document, Purchaser / IIT Bombay in his sole discretion, unconditionally and without having to assigned any reasons, reserves the rights:
 - a) To accept OR reject lowest tender or any other tender or all the tenders.
 - b) To accept any tender in full or in part.
 - c) To reject the tender offer not confirming to the tenders terms.
 - d) To give purchase preference to Public Sector undertakings when applicable as per Govt. Policy/ Guidelines.
2. Conditional Tenders and Unsigned Tenders will not be accepted.

XVI) TRANSFER AND SUBLETTING :

1. The seller shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.

SECTION 4 – SCOPE OF WORK

1. The Outsourced Pharmacy will stock the drugs and medicines according to the lists (List A, List B & List C) provided by the Incharge, IIT Bombay Hospital once contract is awarded. The medicines should be supplied as per mentioned & approved brands by IIT Hospital authorities.
2. The Outsourced Pharmacy will have to issue the medicines to the patients and IIT Bombay Hospital on requisition/ as per prescription only. Pharmacy will be advised to give the medicines to the patients in cut strips STRICTLY as per prescriptions.
3. The Outsourced Pharmacy will have to stock the inventory having the 2/3 rd of the shelf life.
4. The Outsourced Pharmacy can sell medicines to the students and employees of the Institute [IIT Bombay] against the prescription of a registered medical practitioner at the agreed discount rates on production of Institute Identity Card.
5. The Outsourced Pharmacy must be kept open from 7 am to 3 pm & 3 pm to 10 pm on working days and on holidays, Saturdays & Sundays from 9 am to 5 pm. Drugs must be issued at all times. Adequate number of pharmacists, depending on the requirement, must be provided by the approved Pharmacy/firm. If any deficiency is found, the IIT Bombay reserves the right to cancel the Pharmacy/firm contract without any notice.
6. The Outsourced Pharmacy will be established inside the outlet provided in the Institute Hospital of IIT Bombay.
7. Expenditure on establishment of shop, broadband Internet connectivity, telephone etc. shall be borne by the Pharmacy. The Institute will provide electricity, water on payment basis as per applicable rates of the Institute.
8. IIT Bombay Hospital will not provide any labour/person to outsourced pharmacy. The Pharmacy/firm should engage for single shift two qualified & good conduct pharmacist with a diploma / degree from a Government recognized Institute (Recognized by Pharmacy Council of India). **Pharmacist should be trained for dealing with patients.**
9. The successful Pharmacy/firm should apply and procure a valid retailer food & drug license atleast for 3 years from appropriate govt. agency/authority (from the Drugs Control Department, Govt of Maharashtra, under the provisions of The Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945) for operating the proposed pharmacy at the IIT Bombay Hospital.
10. The Outsourced Pharmacy should have all mandatory licences required to stock and dispense the medicines.
11. The Pharmacy/firm shall arrange and will be responsible for all clearances / formalities including drugs license from State Drug Controller for opening Pharmacy/firm / pharmacy shop in the allotted space within one month.
12. All medicines should be embossed with “Not for sale”.

13. The Outsourced Pharmacy will ensure use of bar-coding on each item and optical scanner at point of sales.
14. The medicines should be supplied as per mentioned & approved brands by IIT Bombay Hospital authorities.
15. The Outsourced Pharmacy will have to have provision for the supply of other specialised items as per the list provided.
16. Any other items other than the list to be kept in the pharmacy requires permission of IIT Bombay Hospital Authority.
17. Pharmacy/firm should maintain inventory & billing software for keeping records of all medicines at IIT Bombay Hospital. No charges will be payable from IIT Bombay for Inventory & billing software purchase and maintenance.
18. The appointed Outsourced Pharmacy will, as and when required, attend the meeting fixed by the Institute authorities or by the Institutes Committee.
19. The Outsourced Pharmacy should have its own approved letter pad, rubber stamp, seal etc.
20. Only Qualified Pharmacists shall dispense the medicines/drugs at the Pharmacy outlet of the Institute.
21. Besides, the Pharmacy should engage/appoint one Manager/Supervisor, who shall be responsible to communicate with the beneficiaries/Institute directly and shall act as point of contact.
22. The outsourced Pharmacy will be provided Appro. 725 sq.ft. area chargeable with monthly License fee as per applicable rate of the Institute for the Pharmacy Outlet and electricity/water charges as per actual will be charged and should be paid by the Outsourced Pharmacy. In case of failure to pay the License fee and electricity charges within the stipulated date,penalty as per institute's rules will be charged.
23. The Outsourced Pharmacy shall personally run the Pharmacy as per the contract agreement and should not sublet.
24. The possession of the premises (Pharmacy Outlet) granted to the Outsourced Pharmacy shall continue with the IIT BOMBAY and the license shall be given only to stock / dispense the medicines/ drugs.
25. No advance payment shall be made to the successful bidder, by IIT BOMBAY in any form or under any circumstances.

26. DEDUCTIONS FOR DELAY / DEFAULT

- a) The stock of Lifesaving drugs/medicines as per standard CGHS guidelines from time to time should be made available immediately on placing the indent/demand.
- b) In case of prescription for specific brand of medicines, the same shall not be substituted. If any such case is noticed during subsequent scrutiny after or before the payment, then the outsourced pharmacy will be penalized with Rs.1,000 plus cost of the specific brand of medicines for each such default.
- c) Medicines as per the list provided by IIT Bombay has to be available all the time in pharmacy. In case of failure to maintain stock as per requirement, penalty of Rs. 100 per prescription will be imposed.
- d) The prescribed medicine/drugs other than listed should be made available at the prescribed outlet within 24 hours of the presentation of prescription. Delayed supply of any medicine without proper justification will attract penalty of Rs. 1000 per prescription.

SECTION 5 – TERMS AND CONDITIONS

I) AWARD OF CONTRACT :

1. The firm offering highest discount on Drugs , Medicines ,Diagnostic & Surgical will be awarded the contract.
2. List of medicines to be stocked will be provided by the IIT Bombay Hospital once contract is signed.
3. IIT Bombay reserves the right to reject or accept the highest discount offering Bid or any Bid and also reserves the right of accepting the whole or any part of the Bid.
4. The Empaneled outsourced pharmacy will be abide by all the Terms & Conditions of the Tender Document.
5. Initially the contract will be awarded for one year thereafter; the contract may be extended for two years, if their performance is found satisfactory.
6. The services of the empaneled outsourced pharmacy will be reviewed by committee during contract period and IITB reserve right to add or delete vendors in rate contract based on performance if necessary without intimation.
7. Water charges and electricity charges will be borne by Pharmacy/firm at actual rates as per the applicability.
8. Pharmacy area is approximately 725 sq. ft. License fee as per Govt. norms will be charged on monthly basis. Electricity and water charges will also have to be paid by the pharmacy based on actual consumption. In case of failure to pay the License fee, water and electricity charges within the stipulated date, a penalty will be charged as per Institute Rules.
9. The successful Pharmacy/firm should apply and procure a valid retailer food & drug license atleast for 3 years from appropriate govt. agency/authority (from the Drugs Control Department, Govt of Maharashtra, under the provisions of The Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945) for operating the proposed pharmacy at the IIT Bombay Hospital.
10. If the quality of medicines/consumables/pathological kits products and services provided is not found satisfactory, IIT Bombay reserves the right to cancel or amend the contract without notice.

II) EARNEST MONEY DEPOSIT & PERFORMANCE BANK GUARANTEE :

While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the IIT Bombay through the following instruments:

1. Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rs. Five Lakhs Only) in the form of Demand Draft in the favour of 'The Registrar, IIT Bombay' payable at Mumbai to be submitted in Technical Bid. Failing which, submitted bid will be Rejected.
2. EMD of unsuccessful bidders will be returned within 30 days after the award of the contract.
3. For successful bidder, **EMD will be returned after submission of Performance Bank Guarantee of Rs.10,00,000/- (Ten Lakhs Only) and will be retained with IIT Bombay till the expiry / termination of rate contract without interest.**
4. Format of Performance Bank Guarantee as per Annexure A4.
5. EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or derogates from the tender in any respect within the period of validity of its tender. Further, if the successful tenderer fails to furnish the required performance bank guarantee within the specified period, its EMD will be forfeited.
6. In case there is loss or damage to the drugs/medicines or unsatisfactory services provided to IIT Bombay by the outsourced pharmacy then Performance Bank Guarantee will be forfeited.

III) TERMS OF PAYMENT :

1. The Outsourced Pharmacy shall present the Bill together with prescriptions to the Chief Medical Officer every Friday (weekend) of closing of each respective week. The bill should clearly indicate the details of the dispensing made each day such as name of the item, name of the manufacturer, batch number, date of manufacture & expiry date, name of the patient, prescription slip number with date, as per contract etc. and any other information required by the IIT Bombay Authorities.
2. Payment within 30 days from the date of submission of bill completed in all respects as mentioned above.
3. Payment shall be made by electronic fund transfer or any such other mode offered by the Bank.

IV) PENALTY :

1. In the event of any breach of any of the terms & conditions of the contract or bidder neglects, delays or fails to perform the contract, IIT Bombay reserves rights to forfeit the performance Bank Guarantee.

2. DEDUCTIONS FOR DELAY / DEFAULT

- a) The stock of Lifesaving drugs/medicines as per standard CGHS guidelines from time to time should be made available immediately on placing the indent/demand.
- b) In case of prescription for specific brand of medicines, the same shall not be substituted. If any such case is noticed during subsequent scrutiny after or before the payment, then the outsourced pharmacy will be penalized with Rs.1,000 plus cost of the specific brand of medicines for each such default.
- c) Medicines as per the list provided by IIT Bombay has to be available all the time in pharmacy. In case of failure to maintain stock as per requirement, penalty of Rs. 100 per prescription will be imposed.
- d) The prescribed medicine/drugs other than listed should be made available at the prescribed outlet within 24 hours of the presentation of prescription. Delayed supply of any medicine without proper justification will attract penalty of Rs. 1000 per prescription.

V) FORCE MAJEURE : Force Majeure will be accepted on adequate proof thereof.

VI) In the event of any dispute over this contract, IIT Bombay's decision shall be final and binding.

SECTION 6 – COMMERCIAL BID

To,

Date :

The Dy. Registrar (MM)
Materials Management Division
Gr. Floor, Main Building,
I.I.T. Bombay,
Powai, Mumbai – 400 076.

Dear Sir,

1. I / We offer to stock the branded medicines/drugs of certified reputed Companies, 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:-

Sr. No.	Item Description	Discount % on Maximum Retail Price (M.R.P)
1	Drugs , Medicines ,Diagnostic & Surgicals (List A, List B & List C provided in attached file).	

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/extension of contract. No other taxes or charges, excluding 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 assure that all stock of medicines/drugs mentioned in list of medicines should be embossed “Not for Sale”.

Place :

GST Registration No :

Date :

Signature :

Name :

Office Address :

Affix Rubber Stamp:

SECTION 7- ANNEXURES

ANNEXURE A- 1

BIDDER'S INFORMATION (On Company / firm's Letterhead)

Details of the bidders :		
1	Name of the bidder	
2	Address of the bidder	
3	Details of the Incorporation of the Pharmacy	Date:
		Ref. Document-
4	GST Registration No.	
5	State of GST Registration	
6	Drug License and Registration Certificate (to be attached)	
7	Permanent Account No. (PAN)	
8	Name & Designation of the Contact person to whom all references shall be made regarding this tender.	
9	Telephone No. (with STD Code)	
10	Email Address of the Contact person	
11	Fax No. (with STD Code)	

ANNEXURE A-2

DECLARATION FOR ACCEPTANCE OF RFP TERMS AND CONDITIONS

(On Company / firm's Letterhead)

To,
The Dy. Registrar (MM)
Materials Management Division,
Gr. Floor, Main Building,
I.I.T. Bombay,
Powai, Mumbai – 400 076.

Date :

Sir,

Ref: RFP No. MMD/PHARMACY/RC/2023-24 dated 4th August 2023 for “Outsourcing of Pharmacy for IITB Hospital”

I/we carefully gone through the Terms & Conditions as mentioned in the above referred RFP document. I/we declare that all the provisions of this RFP are acceptable to my company. I /we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the bidder)

Printed Name

Designation

Seal

Date :

Business Address :

ANNEXURE A-3 :
DECLARATION OF ANNUAL AND INCOME TAX RETURN
(On Company / firm's Letterhead)

To,

Date:

The Dy Registrar (MM)
Materials Management Division
Gr. Floor, Main Building,
I.I.T. Bombay,
Powai, Mumbai – 400 076.

Sir,

Ref: RFP No. MMD/PHARMACY/RC/2023-24 dated 4th August 2023 for “Outsourcing of Pharmacy for IITB Hospital”

- 1) I/we hereby declare that, our firm's Annual Turnover as follows, and I/we have also supported an Audited Accounts for your references :

F. Y. 2020 – 21	F. Y. 2021 – 22

And,

- 2) I/we hereby declare that, our firm had filed Income Tax Returns for last two years i.e. A.Y. 2021-22 & A.Y. 2022-23. Supported by copy of ITR Acknowledgment.

Yours faithfully,

(Signature of the bidder)

Printed Name

Designation

Seal

Date :

Business Address :

Encl : As above

ANNEXURE A-4 : FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT MUMBAI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MUMBAI OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT MUMBAI. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To, Registrar,
Indian Institute of Technology Bombay,
Powai, Mumbai – 400 076.

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology, Bombay (Buyer) have invited Tenders vide Tender No..... Dt. for Rate Contract of AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the equipment / machinery,etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of “**Registrar, Indian Institute of Technology, Bombay**” in the form of Bank Guarantee for Rs.10,00,000/- (Rupees Ten Lakhs Only) and valid till **three years** from the date of issue of Performance Guarantee Bond may be submitted within 30 (Thirty) days from the date of Acceptance as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / Award letter etc. this Bank shall pay to Indian Institute of Technology, Bombay on demand and without protest or demur Rs.10,00,000/- (Rupees Ten Lakhs Only).

This Bank further agrees that the decision of Indian Institute of Technology, Bombay (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / award letter shall be final and binding.

We, _____ (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Indian Institute of Technology, Bombay(Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. _____ (Indian _____ Rupees only).
2. This Bank Guarantee shall be valid up to _____ (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Bombay serve upon us a written claim or demand on or before _____ (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at _____ situated at _____ (Address of local branch).

Yours truly,

Signature and seal of the guarantor: Name of Bank:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

ANNEXURE A-5 : UNDERTAKING

(On Company / firm's Letterhead)

To,

Date:

The Dy. Registrar (MM)
Materials Management Division
Gr. Floor, Main Building,
I.I.T. Bombay,
Powai, Mumbai – 400 076.

Sir,

Ref: RFP No. MMD/PHARMACY/RC/2023-24 dated 4th August 2023 for “Outsourcing of Pharmacy for IITB Hospital”

- 1) I hereby declare that, I will provide all medicines which mentioned in the list of medicines provided by IIT Bombay as and when required.
- 2) I will assure you that, I will make enough stock of all types of medicines in pharmacy.
- 3) I also assure you that, I will take written permission from IIT Bombay Hospital authority for keeping any items other then mentioned in the List.
- 4) I will appoint **all the time qualified & good conduct pharmacists** within 10 days with a diploma
/ degree from a Government recognized Institute (Recognized by Pharmacy Council of India),
and will submit qualification certificate of pharmacist.
- 5) I will appoint one Manager/Supervisor, who shall be responsible to communicate with the beneficiaries/Institute directly and shall act as point of contact.

Yours faithfully,

(Signature of the bidder)

Printed Name

Designation

Seal

Date :

Business Address :

SECTION 8 - CHECKLIST

The following items must be checked before the Bid is submitted:

1. Envelope “1” - Technical Bid

- a) Demand Draft for Rs. 5,00,000/- (Rs. Five Lakhs only) towards Earnest Money Deposit.
- b) Eligibility Criteria Responses (each pages duly sealed and signed by the authorized signatory)
- c) Copy of this RFP document duly sealed and signed by the authorized signatory on every pages.
- d) Annexure A1 : Bidder's Information

Annexure A2 : Declaration for Acceptance of RFP Terms and Conditions

Annexure A3 : Declaration Of Annual Turnover And Income Tax Return

Annexure A4 : Format of Performance Bank Guarantee

Annexure A5 : Undertaking

2. Envelope “2”- Commercial Bid

Your quotation must be submitted in two envelopes **Technical Bid (Envelope 1) and Commercial Bid (Envelope 2)** superscribing on both the envelopes the Tender no. and the due date and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed with our **Tender No. & Due Date.**