

INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES) DHANBAD

Tender No. HC-INS-CPPP-142-24-25

Date: 22.03.2025

DRAFT E-TENDER NOTICE

The Indian Institute of Technology (Indian School of Mines) Dhanbad invites Bids from eligible, qualified, and capable manufacturer/dealer/suppliers for “**Outsource Pharmacy**” according to the requirements as defined in the Tender document.

Sl. No	Tender No.	Particulars	Amount of EMD
1.	HC-INS-CPPP-142-24-25	Outsource Pharmacy	Rs. 10,00,000/-

Earnest Money Deposit (EMD) in the form of Demand Draft should be drawn in favour of Registrar, IIT (ISM) Dhanbad payable at Dhanbad. EMD can also be deposited in the form of a Term Deposit Receipt/Fixed Deposit Receipt/Bank Guarantee drawn in favour of Registrar, IIT (ISM) Dhanbad. A scanned copy of EMD should be uploaded on www.eprocure.gov.in along with the technical bid.

The hard copy of the same in the original is to be sent to the address mentioned below duly super scribing the Tender Number and Name on the envelope and the same must reach in the IIT (ISM) Dhanbad on or before the due date and time for the opening of technical bid. If not received within 5 days after the last date of submission of bid then bid will be rejected summarily.

Sl. No.	Description	Date	Time
1	Tender Publication Date	22.03.2025	06:50 PM
2	Pre Bid Conference date and time	01.04.2025	11:00 AM
3	Bid submission start date and time	02.04.2025	06:00 PM
4	Bid submission end date and time	25.04.2025	06:00 PM
5	Technical Bid opening date and time	28.04.2025	11:00 AM
6	Financial Bid opening	Technically qualified bidders will be informed about date and time of opening of financial bids through CPPP.	

IIT (ISM) Dhanbad reserves the right to accept or reject the tenders without assigning any reason.

The original EMD should be sent to:

Deputy Registrar (Purchase and Stores)
IIT (ISM) Dhanbad,
Distt. Dhanbad – 826004
Jharkhand.

Deputy Registrar
Purchase & Stores
IIT(ISM) Dhanabd

Instructions to the bidders for online bid submission

The bidders are required to submit their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal to prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in>.

1. Registration:

- (a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- (b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (c) Bidders are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
- (e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSC's to others which may lead to misuse.
- (f) Bidder then logs in to the site through the secured log-in by entering their user ID / Password and the password of the DSC / e-Token.

2. Searching for tender documents:

- (a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the tender document.
- (c) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification/help from the Helpdesk.

3. Assistance to bidders:

- (a) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- (b) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

4. **Submission of the bid:**

All interested eligible bidders are requested to submit their bids online through CPP Portal: <http://eprocure.gov.in> as per the criteria given in this document:

- a. Technical Bid should be upload online in cover-1. One single pdf containing all technical documents, duly filled and signed Annexures, copy of EMD etc. must be uploaded.
- b. Financial Bid should be upload online in cover-2

Both Technical and Financial Bid covers should be placed online on the CPP Portal <http://eprocure.gov.in>.

(A) Technical bid:

Signed and Scanned copies of the Technical bid documents must be submitted online on CPP Portal: <http://eprocure.gov.in>.

List of Documents to be scanned and uploaded with Technical Bid (Under Cover-1). The enclosures have to be attached in the serial order as mentioned hereunder:

- (i) Scanned copy of EMD deposited in the form of Demand Draft, Term deposit receipt/Fixed deposit receipt drawn in favour of Registrar, IIT (ISM) Dhanbad.
- (ii) A scanned copy of the certificate mentioning the status of the Firm/Agency/Company/proprietary/ partnership (as applicable) from the competent authority.
- (iii) Scanned copy of certificate from OEM indicating that the Firm/Agency/Company/proprietary/partnership authorized/registered to sale/ supply the tendered items.
- (iv) Scanned copy of PAN Card (as applicable to the type of tenderer) and Goods and Services Tax Registration Certificate.
- (v) Scanned copy of duly filled **Annexure-A, Annexure-B, Annexure-C, Annexure-D and Annexure-E.**
- (vi) Scanned copy of purchase/work/supply order of OEM/Bidder as proof of past performance (if any).

Note: (a) All the above-mentioned documents must be scanned and merged as a single PDF along with the Technical Bid. This single PDF of Technical Bid should be uploaded under Technical Cover in CPP Portal.

(b) The technical bid may be rejected, if above mentioned documents are not attached.

(c) For the tender value up to Rs. 10 Crores, Self-Certificate for local content, and for the tender value above Rs. 10 Crores, Certificate for local content from Statutory Auditor/Cost Auditor/Cost Accountant/CA, must be attached.

(B) Financial bid:

In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “.xls” format i.e. Price Bid Excel sheet attached as ‘.xls’ with the tender and based on the scope of work, service conditions and other terms of the Tender document.

5. Other instructions:

- (a) The detailed tender documents may be downloaded from <http://eprocure.gov.in> till the last date of submission of the tender. The tender can only be submitted online through CPP Portal <http://eprocure.gov.in>.
- (b) Bids will be received only online mode through www.eprocure.gov.in up to the date & time mentioned in the E- TENDER NOTICE. No tender/bid will be accepted in physical form and any tender/bid received in such manner will be treated as non-bonafide tender/bid.
- (c) Bid will be opened on the scheduled date and time in the presence of tenderers/bidders or their authorized representatives (if any), who have uploaded their quotation/ bid and who wish to be present at the time of opening the bids.
- (d) All the bids must be valid for a period of 180 days from the last date of submission.
- (e) Bidders are requested to go through the instructions regarding filling and submission of the tender attached herewith. Bidders may forward their points on tender documents and/or depute their technical representative for discussion on tender/drawing and to clarify doubts, if any, on the stipulated pre-bid date.
- (f) Bidders shall upload a scanned copy of the Earnest Money Deposit (EMD) mentioned in the Notice of Tender and shall ensure the receipt of a hard copy of the same in the Purchase and Stores Section, IIT (ISM) Dhanbad, Distt. Dhanbad - 826004, Jharkhand, on or before the scheduled date of opening of bid. In case of failure of the same, the technical bid will not be evaluated.
- (g) In view of delays due to system failure or other communication related failures, it is suggested that the tender/bid be uploaded sufficiently in advance of the last due date and time fixed.
- (h) If any alterations to any of the conditions, specifications laid down in the tender documents are found or any new condition is mentioned by the tenderer, in the tender document, such tender/bid will be rejected.
- (i) IIT (ISM) Dhanbad reserves the right to cancel the tender at any point of time without assigning any reason.
- (j) The details of the independent External Monitors (IEMs) are as under:

SL. No	Name of the Independent External Monitor	E-mail ID
1.	Shri Anant Kumar	iem1@iitism.ac.in
2.	Shri Hari Shanker Gupta	iem2@iitism.ac.in

Note: **Annexure-E** (Integrity pact) is mandatory. In case of non-submission of the duly filled **Annexure-E** (Integrity Pact) by the bidder, the submitted tender shall be summarily rejected.

Annexure-II

TENDER FOR “Outsource Pharmacy”

TERMS AND CONDITIONS

1. The Scope of Work is enclosed as **Annexure-III**. Bidders are required to go through the Scope of Work carefully before submission of bids.
2. The tenderer should not have been debarred or blacklisted by any Central / State Government. A self-attested certification to that effect must be uploaded with the technical bid in the prescribed format. The proforma of the certificate is enclosed with the tender as **Annexure-A**.
3. Different types of taxes levied should be quoted separately in a format as provided in the price bid. In case of consolidated prices, it will be pre-assumed that the quoted prices are inclusive of all taxes and other charges. Any taxes/charges which are not mentioned separately will be treated as included in the price quoted. No future correspondence in regard to taxes will be entertained.
4. All the bids must be valid for a period of 180 days from the last date of submission. In, exceptional circumstances, prior to expiry of the original time limit, the Institute may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 180 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.
5. **EMD Exemption:** EMD exemption shall be given to those bidders who are registered with the Central Purchase Organization or NSIC or MICRO and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by the Department of Micro and Small Enterprises (MSME). To claim the exemption, the bidder must be offering goods manufactured by themselves or providing relevant services. Exemption will not be granted in case the bidder is acting as an agent for some other vendor. Bidders are required to upload necessary certificates to claim EMD exemption.
6. **Instruction to the bidder of countries which share land border with India (Rule 144(xi) GFRs).**
Any bidder from a country that shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). As per Office Memorandum No. F.7/10/2021-PPD (1) dated: 23.02.2023 issued by the Department of Expenditure (Ministry of Finance), Govt. of India, the bidder is required to submit an undertaking as per **Annexure-D**
7. **MII & Purchase Preference:**

The MII compliances shall be as per Govt. of India guidelines. All the bidders must upload undertaking as per **Annexure-C** with the Technical Bid.

8. **Evaluation Procedure:**

Phase-I: Technical Evaluation

Technical evaluation will be done on the basis of documents submitted by the bidder in the technical bid. Hence bidders are required to enclose all relevant documents along with the technical bid. Discrepancy in relevant supporting documents shall lead to the rejection of technical bids.

Phase-II: Financial Evaluation

- a. Financial bids of technically qualified bidders shall only be opened.
- b. The bid will be awarded to the bidder who will offer the maximum discount.

9. **Performance security:**

- a. To ensure the due performance of the contract, performance security of **25 Lakhs** is to be furnished by the successful tenderer.
- b. The performance security should be furnished within 21 days of the award of the contract.
- c. Performance security may be furnished in the form of a Demand Draft/ Fixed Deposit Receipt / Bank Guarantee from a commercial bank in favor of Registrar IIT (ISM) Dhanbad, payable at Dhanbad.
- d. Performance security should remain valid for a period of **26 (Twenty-Six) Months** from date of the Successful award of contract. The performance security will be refunded without any interest, provided that the performance is satisfactory.

10. **Refund of EMD**

- a. EMD will be refunded without any interest to the successful tenderer on receipt of performance security.
- b. The tenderer, who are not qualified for the tender either in technical bid or on any other grounds, their EMD will be refunded within 30 days from the award of the contract.
- c. If supply order is placed and the successful tenderer fails or refuses to supply the item, in such case the EMD will be forfeited.

11. **Cancellation of tender**

IIT (ISM) Dhanbad reserves the right to cancel the tender at any point of time without assigning any reason.

12. **Legal**

Any dispute with regard to the meaning, effect or interpretation of any clause of this contract/agreement shall be referred to the sole Arbitrator i.e. Director, IIT (ISM) Dhanbad who would act as the sole Arbitrator and proceedings of such arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940 or any statutory modification thereof. The venue of Arbitration shall be IIT (ISM) Dhanbad only and the language shall be English only. In case of litigation, if any, the District Court of Dhanbad (Jharkhand) shall have the jurisdiction for any such litigation.

SCOPE OF WORK

1. The Pharmacy will stock the drugs and medicines as prescribed by the Institute Medical Officers and the Visiting Consultants and dispense the same to the medical beneficiaries of the Institute at the agreed / contracted discounted rates. The Pharmacy will stock branded drugs and medicines of well reputed companies as prescribed by the Institute.
2. The pharmacy should maintain stock of vaccines also.
3. No substitute of any kind will be accepted without obtaining prior approval from the Institute Medical Officers. The Pharmacy shall issue exact medicines / tablets as per the prescription even with cut strip basis.
4. The prescription slip may contain reimbursable and non-reimbursable medicines. The pharmacy shall though be required to provide both types of medicine and recover the cost of non-reimbursable drugs / medicines directly from the patient, while the cost of reimbursable drugs / medicines shall be included in the bill to be raised. The discount should be available on the non-reimbursable medicines too. The list of reimbursable and non-reimbursable medicines of the Institute will be as per the **CGHS-Drug Formulary (pharmacopoeia)** of the Institute.
5. Issue of any drug or any other items not found prescribed by the medical officers of IIT(ISM) Dhanbad will not be reimbursed. However, if stock is available in the pharmacy, the same can be sold on receipt of payment from the patients with proper billing. It is the responsibility of the Pharmacy to maintain this account on their own.
6. The Pharmacy should accept the unused medicine as declared by the competent authority / committee and it should be indicated in the monthly statement to the Institute.
7. The contracted firm/agency running the Pharmacy should maintain ledger in respect of medicines issued to each Medical beneficiary. The details of the ledger will be shared with the Institute on daily basis.
8. The Pharmacy must be kept open 24x7 on all days. The dispensing job should be done by pharmacists only. Adequate number of pharmacist i.e. minimum 3 no. of pharmacists (one pharmacist per shift) and supporting staff for three shifts in a day, depending on the requirement, must be provided by the approved chemist agency / firm. If any deficiency is found, a penalty @ Rs.1000/- each day per pharmacist shall be imposed to the chemist agency/firm.

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9. The Pharmacy will be established inside the premises provided in the Health Centre of IIT(ISM), Dhanbad.
 10. IIT(ISM) Dhanbad Health Centre will not provide any manpower to the pharmacy. The Chemist agency/ Firm should engage the entire time one/more pharmacist with a diploma/degree from a Government recognized Institute (Recognized by Pharmacy Council of India) and sufficient number of support staff in each shift in the Institute's Pharmacy. The physical presence of at least one Pharmacist in each shift should be verifiable from records maintained by the concerned firm/agency which will be submitted along with bills in the office of CMO-I/C. For this purpose, Pharmacist shall be required to mark his/her biometric attendance in the Health Centre.
 11. The Chemist / Firm shall arrange and will be responsible for all clearances / formalities including drugs license from State Drug Controller for opening chemist/pharmacy shop in the allotted space. The successful bidder will be provided a space of about 705 square feet (Including stores) in the Health Centre of IIT(ISM) Dhanbad. Rent for provided space shall be charged. Rent = [705 (Provided space) x Rs. 14.30/- x 1.5 (Location factor)] + GST as applicable per month i.e. Rs. 17,845/- per month. This rate may be revised time to time by the Institute.
 12. Medicine price list along with source of purchase to be made available to Institute Administration on demand.
 13. Annual Consumption of medicines is about 5 Crores / Year. The Consumption may increase / decrease.
 14. Prescribed medicines are to be delivered on demand immediately after submission of doctor's prescription at the pharmacy counter. If the same is not available, it must be made available to the medical beneficiary within 24 hours. In rare cases, supply of medicines to the patient beyond 24 hours it should be made available on the immediate following day and during working hours (9AM to 6PM). For further delay there will be a penalty of 10% of original cost of medicine for each day's delay, subject to a maximum penalty of 30% of original cost for 3 days. On expiry of 3 days, the prescription for the purpose of dispensing medicine for pharmacy outlet will be treated as invalid. The medical beneficiary will be at liberty to purchase the prescribed medicines from any source after which the valid purchase bill will be submitted at the Pharmacy Counter for immediate reimbursements. The pharmacy may however request for payment of such invoice from the Institute as per Contract. If the list of instances of such unsupplied medicines exceeds 05 events per month, action as deemed fit shall be taken by the Institute.

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15. The firm/agency may, in addition to pharmaceutical items may also deal with specific health and personal hygiene products as well as non-prescription drugs with approval of the Institute on a suitable / fair discount.
 16. Unavailability of Medicines: The Firm/Agency shall maintain a minimum cash balance of Rs. 50,000/- with its staff to meet the cost of medicines for local purchase. The employee of the firm/agency is authorized to buy the medicines, if not available in the inventory of the firm/agency.
 17. The firm/agency shall, knowingly, not do the business with persons from outside the Institute.
 18. The minimum discount offered by the bidders must be at least 17.25% for medicines on MRP. Any discount quoted below 17.25% will be liable for rejection.
 19. At the time of distribution, the shelf-life of the medicine must be at least 10 months before its expiry date. In cases where the medicine (including critical medicines) having shelf-life of up to 1 year, the remaining shelf-life must be at least 6 months before the expiry date on the date of distribution.
 20. A Provision of discount should be there in other items such as Surgical items, FMCG Products, Personal label brand items, if any etc.
 21. Return/Refund:-Unused drugs and medicines returned by medical beneficiary have to be taken by the pharmacy and bill amount to be adjusted in next bill.

22. Billing Format/Medicine Record/Patient Records:-

- a. Submitted bills/challans of Pharmacy should be computer generated.
- b. Challan /Bills should contain date of challan, challan no, Institute Prescription no, patient details, doctors-name, MRP, Discount, Medicine-name, Medicine-quantity, Manufacturer Name, Batch no, Expiry Date etc.
- c. A Record of patients and details (quantity & value) of medicines issued must be maintained electronically (excel sheet & pdf) in pharmacy software, which must be submitted along with the bill to the hospital authority of Institute.
- d. Two copies of challans must be generated for every prescription, (one copy for patient and another copy duly signed by patient will be kept by pharmacy for claiming of bills.)
- e. Date wise Original bills, challans and prescription must be arranged in proper order and same will be submitted for payment.

23. Technical Bid

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- a. Earnest Money Deposit (EMD) of Rs.10 lakh will be provided by the bidder at the time of submission of the bid. Exemption in EMD as per GoI Rules, shall be provided.
 - b. A Performance Security of Rs. 25 Lakhs will be provided by the successful bidder within 21 days from the date of signing of **contract / award** of order in the form of bank guarantee / demand draft/ Fixed Deposit Receipt (FDR). The performance security will be forfeited entirely, if the contracted firm/agency breaches any terms and conditions of the work order and as per decision of the competent authority of the Institute.
 - c. Copy of Firm's/Agency's registration certificate. (Enclose certificate of incorporation / registration of pharmacy / chemists / firm/agency valid as on date).
 - d. Copy of GST number and PAN Card.
 - e. Copy of valid drug license as on date. The chemist agency/ firm must hold valid drug License as on date of Bid opening. The successful Bidders should apply and procure a valid drug license from appropriate government agency / authority (from the Drugs Control Department, Government of Jharkhand, under the provisions of The Drug And Cosmetics Act, 1940 and The Drug And Cosmetics Rules, 1945, as amended time to time, last amended upto 31st December 2016) for operating the proposed pharmacy at the Health Centre, IIT (ISM) Dhanbad.
 - f. Copy of qualification certificate of permanent pharmacist. The chemist agency/ firm should engage qualified pharmacist with a diploma / degree from a Government recognised Institute (Recognised by Pharmacy Council of India) for running the Pharmacy in the Institute 24x7.
 - g. E.P.F & E.S.I registration certificate (if applicable)
 - h. Copy of Audited Balance sheet for last three financial year i.e. 2021-22, 2022-23, & 2023-24 required.
 - i. Copy of Methodology by which medicine will reach IIT(ISM) Dhanbad outlet and means of getting medicine from central location and other branches after a prescription is received and the time required for implementing the methods.
 - j. The firm/agency should have experience of running pharmacy with minimum value of Rs 2 crore per year for last 3 years i.e. FY 2021-22, 2022-23 and 2023-24 in any Central Govt./ State Govt. / Autonomous Body / PSU / University / CFTIs/ Higher Educational Institutions Like IITs, NITs, IIMs, NIDs, AIIMS, IISERs, NISERs/ multi-speciality CGHS empanelled private hospitals having NABH certificates. A Satisfactory performance certificate from the concerned Department/ Organization /Institute /Hospitals in this regard must be enclosed along with the bid.

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- k. A Solvency certificate from any scheduled commercial bank of Rs 25 Lakhs issued on and after 01.10.2024 to be enclosed with the bid.

24. TERMS AND CONDITIONS

- a. The tenderer shall quote discount on MRP which will include providing pharmacy services on outsourcing basis to the Medical beneficiary at IIT(ISM) Dhanbad along with the delivery and all other incidental charges.
- b. Discount once quoted will not be enhanced / reduced during the contract period.
- c. Rate quoted by different firms/agencies will be compared based on the percentage of discount offered by them. In case two or more firms/agencies quote same discount; the firm/agency having higher Annual turnover in FY 2023-2024 will be given preference. In case of same turn over, the working experience in Central/ State govt. organisation will be given preference.

25. PAYMENT TERMS

- a. The Outsourced Pharmacy shall present the bill together with prescriptions to the CMO / In Charge, Health Centre for the dispensing made on daily basis.
- b. Payment will be made within 30 days positively from the date of submission of bill completed in all respects as mentioned above.
- c. Payment shall be made by electronic fund transfer.

26. STATUTORY OBLIGATIONS

- a. The Firm/Agency shall abide by all statutory and regulatory Acts (The Drug and Cosmetic Act 1940 & The Drug and Cosmetic Rule 1945 etc., as amended time to time, last amended upto 31st December 2016) of both Central Government and State Government of Jharkhand to run 24*7 pharmacy. The Agency / Firm must maintain Lifesaving drugs stock as per National List of Essential Medicine as per guidelines of G.O.I. Ceiling price of any drug as and when notified by NPPA will automatically apply (as per Department of Pharmaceuticals guideline/DRUG PRICE CONTROL ORDER /NPPA/DPCO/GOI) and the bills will be raised by the pharmacy accordingly.
- b. This is purely a service contract where the Firm/Agency shall render quality services to the Institute as per the prevailing terms and conditions of the contract. The agency/firm shall be directly responsible for payment of wages (including other benefits like E.P.F. & E.S.I.) to its

- manpower engaged under this contract at its own cost. When the contract terminates, there shall be no physical or moral pressure on the Institute, on grounds of "person displaced from job".
- c. Month wise detailed statement of wages paid to the employees including E.P.F/ E.S.I deduction of previous month (if applicable) should be enclosed along with the monthly bill in the name of Registrar, IIT(ISM) Dhanbad by the Firm/Agency and submitted to the designated Officer of the Institute.
 - d. The Firm/Agency must have E.P.F & E.S.I. registration No. (If applicable), and a valid Drug License and other statutory documents and credentials to carry out the same business and services.
 - e. All safety measures must be taken care, in order to avoid any accident, fire and other safety hazards. Any type of loss of assets due to any such incident shall be the sole responsibility of the Firm/Agency. The Institute shall in no way be liable for any such incident.
 - f. If there is any damage to the Institute property or any other financial burden on the Institute because of wilful or negligent action by the Firm/Agency or its personnel, the Institute shall be entitled to recover the same by means of compensation from the Firm/ Agency.
 - g. The staff engaged by the Firm/Agency shall draw their remuneration from their Firm/Agency and will not claim any employment benefit from the Institute at any time. The firm/agency shall also be responsible for the statutory obligations of such personnel and shall indemnify the Institute in the matter.
 - h. The awardee firm/agency has to discharge all the statutory liabilities and meet all the regulatory requirements of the Union / State / Local Body. IIT(ISM) Dhanbad will have no responsibility in this regard.

27. TRANSFER AND SUBLETTING

The Firm/Agency shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly.

28. OTHER TERMS AND CONDITIONS (OPERATIVE PROCEDURES)

- a. Adequate personnel as necessary for effective execution of the job and service must be deployed by the firm/agency for seven days a week throughout the year. The Agency/Firm will maintain the agreed deployment of well-trained personnel as required as per act and law for the service throughout the year.
- b. Electricity will be supplied by the Institute for use of pharmacy/equipment wherever required

- against payment on monthly basis as per the electricity charges fixed by the Institute.
- c. The assets and articles provided by the Institute shall remain property of the Institute and firm/agency shall be merely the custodian of such assets and articles. On termination of contract, any such property shall be handed over to the Institute in good and intact condition.
 - d. The Firm/Agency shall ensure that all the personnel are imparted proper training at regular intervals.
 - e. Names and other personal details of the employees engaged by the Firm/Agency under this contract have to be submitted in the office of CMO-I/C and approved by the Institute.
 - f. The Firm/Agency shall designate their representative stationed at the Institute, who would act as a liaison officer between the firm/agency and the Institute as and when required.
 - g. **Deficiency in Service:** The Institute authorities shall inspect the facility from time to time to assess the performance of the Firm/Agency. If any deficiency in service is observed, the inspecting personnel may assess the value of such deficiency and recommend appropriate financial adjustment in the monthly bill. Such adjustment will typically be twice the value of the deficiency to account for the administrative cost and hardship to the users. In case of dispute in assessment, the decision of Director, IIT(ISM) Dhanbad shall be final and binding.
 - h. For higher cost medicine / medicines of rare disease / medicines of cancer etc. some pharma company offer discount up to 50% (as applicable). This discount of such medicines may be provided by firm /Agency to the Medical Beneficiary of the Institute.

29. INSPECTION AUTHORITIES

- a. Director, IIT(ISM) Dhanbad (Or the person nominated by him)
- b. Dy. Director, IIT(ISM) Dhanbad (or the person nominated by him)
- c. CMO/CIC, IIT(ISM) Dhanbad (or the person nominated by her/him)
- d. A.O, Health Centre, IIT (ISM) Dhanbad - For administrative compliances in consultation / intimation with CMO-I/C.

In addition to the above, the government drug inspector may have frequent / random inspections and if the contracted firm/agency is found to be indulged in selling / stocking any pirated medicines, it will be liable for legal / punitive action along with heavy fine as decided by the respective authorities.

30. AWARD OF CONTRACT

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- a. The bidder who quoted the maximum discount shall be awarded the tender.
 - b. IIT (ISM) Dhanbad reserves the right to reject or cancel the tender at any stage without assigning any reason.
 - c. The Firm/ Agency will be abided by all the Terms and Conditions of the Tender Document.
 - d. The tender shall be awarded initially for the period of 2 years and may be extended for further three years on yearly basis subject to satisfactory performance.
 - e. The services of the Firm/ Agency will be reviewed by Health Centre Purchase Committee (HCPC) during contract period.

31. PENALTY

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(ISM) Dhanbad reserves rights to impose appropriate penalty /forfeit the performance security.

32. TERMINATION

This contract can be terminated under any one of the following circumstances:

- a. By giving one (01) month notice by the Institute at any time without assigning a reason, if in the opinion of the authorities such termination is in the interest of the Institute. This termination will not be challenged by the Firm/ Agency. The firm/ agency can terminate the contract by giving 3 months prior notice to the Institute.
- b. For committing breach of the terms & conditions of the contract or assigning the contract or any part thereof by the Firm/Agency to any third party or subletting whole or part of the contract or the premises to any third party, the contract will be terminated without any notice.
- c. The Firm/Agency being declared as insolvent by the court of law. The notice period shall be one week without any compensation.
- d. For indulging in any grossly unsafe practice providing false bills or engaging in any of form of cheating, selling expired or wrong medicines, stealing or wilfully damaging Institute property or engaging in any illegal activity, the contract may be terminated on immediate notice. Decision of Director, IIT(ISM) Dhanbad in this matter shall be final and binding.

SELF-CERTIFIED DECLARATIONS FOR TAKING PART IN TENDER

- a. Regarding blacklisting / debarring
- b. Insolvency

1. I / We _____ (Tenderer) hereby declare that the firm / agency / Company, namely M/s _____ has not been declared as **insolvent** by the Central/State Government or any other Organization.

AND

2. I / We _____ (Tenderer) hereby declare that the firm / agency / Company, namely M/s _____ has not been **blacklisted or debarred** in the past by the Central/State Government or any other Organization from taking part in Government tenders in India.

OR

I / We _____ (Tenderer) hereby declare that the Firm/Agency/Company, namely M/s _____ was **blacklisted or debarred** by _____ (Name of organization) from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is expired and now the Firm/Agency/Company is entitled to take part in Government tenders.

In case the above information is found to be false at any point of time, I / We am/are fully aware that the IIT (ISM) Dhanbad can cancel the purchase order and forfeit the EMD. Further, I will not claim any payment for any supplied item against cancelled purchase order.

Date:

Place:

Signature: _____

Name: _____

Address: _____

Stamp:

Tender Acceptance Letter

To,
The Director,
IIT (ISM) Dhanbad.

Subject: Acceptance of Terms & Conditions of Tender.

Tender No. **HC-INS-CPPP-142-24-25**

Name of Tender: **“Outsource Pharmacy”**

Sir,

1. I / We hereby certify that I/we have read the entire tender document including all annexures. I/we have read all the terms and conditions of the tender documents. I/we hereby undertake that I/we shall be abide by the terms/conditions/clauses mentioned in the tender document.
2. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality/entirety.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.
5. I / We certify that all information furnished by me/our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the Earnest Money Deposit.

Yours Faithfully

(Signature of the Bidder)
Seal

Declaration for Local Content

(For the item value below Rs.10 Crores) (To be given by the Statutory Auditor/Cost Auditor/Cost Accountant/CA for the item value above Rs.10 Crores)

Date: _

To,
The Director,
IIT (ISM) Dhanbad.

Sub: Declaration of Local content.

Tender No: **HC-INS-CPPP-142-24-25**

Name of offered the item: _____

In accordance with the order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020, I hereby declare that

- i) I am aware of the Order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020 and abides by the same.
- ii) I declare that for this tender, I am a **Class-I local supplier / Class-II local supplier / Non-local supplier** (Strike out whichever is not applicable) and classification is based on local content of goods/services/work offered by bidder in this tender.
- iii) **Local content (in percentage) for offered item is: _____%**
Whereas 'Local Content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- iv) The local content for all inputs which constitute the said goods/services/works has been verified and bidder is responsible for the correctness of the claims made therein. I am fully aware that false declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- v) Details of items, amount and location(s) at which the local value addition is made:

Sl. No.	ITEM (S)	AMOUNT	LOCATION(S)
1.			
2.			
3.			
4.			
5.			

Yours Faithfully

**(Signature)
Seal**

Certificate by the bidder

Date: _____

To,
The Director,
IIT (ISM) Dhanbad.

Subject: Undertaking regarding type of bidder.

Reference: Office Memorandum No. F.7/10/2021-PPD (1) dated: 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Govt. of India.

Tender No. **HC-INS-CPPP-142-24-25**

Name of Tender: **“Outsource Pharmacy”**

Sir,

1. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached.]
2. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all the requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached.]"

Yours Faithfully,

(Signature of the Bidder)

Seal

INTEGRITY PACT

(To be executed on a non-judicial Stamp Paper of Rs.100 and applicable for all tenders of threshold value above Rs. 1 Crore)

This **INTEGRITY PACT** is made and executed at on day of 2024.

BY AND BETWEEN

The Indian Institute of Technology (Indian School of Mines) Dhanbad represented through having its office located at Dhanbad, Jharkhand – 826004 (hereinafter referred to as "The Principal" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the **First Part;**

AND

M/s.....a company incorporated under the Companies act,..... through its representative /authorized signatory (insert name and designation of the officer) vide resolution dated..... passed by the board of directors, having its office at (hereinafter referred to as "The Bidder/Contractor" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the **Second Part;**

Preamble

The Principal intends to award, under laid down organisational procedures, contract/s for (Name of the work/ goods/services). The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal:

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s):

- (1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Further, as mentioned in the Guidelines all payments made to the Indian Agent/representative have to be in Indian Rupees only. "Guidelines on Indian Agents of Foreign Suppliers"
 - e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts:

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealing".

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing".

Section 6: Equal treatment of all Bidders / Contractors / Sub-Contractors.

1. In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violating Bidder(s) / Contractor(s) / Sub-contractors(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of bidders /contractors as confidential. He/she reports to the Director, IIT(ISM) Dhanbad.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractors.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on "Non – Disclosure of Confidential Information" and of "Absence of Conflict of Interest" In case of any conflict of interest arising at a later date, the IEM shall inform the Director, IIT(ISM) Dhanbad.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Director, IIT(ISM) Dhanbad within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the Page 5 of 7 occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Director, IIT(ISM) Dhanbad, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director, IIT(ISM) Dhanbad has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" would include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Director, IIT(ISM) Dhanbad.

Section 10 - Other provisions:

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Office of the Director, IIT(ISM) Dhanbad.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.
7. The actions stipulated in this Integrity Pact are without prejudice to any other legal action(s) that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals and executed this INTEGRITY PACT as of the day/month/year first above written:

For & on behalf of

Indian Institute of Technology (Indian School of Mines) Dhanbad (First Party)

SIGNED, SEALED AND DELIVERED BY

Name:.....

Designation:.....

Address:.....

Authorized Signatory

For and on behalf of

M/s.(Second Party)

SIGNED, SEALED AND DELIVERED BY

Name:.....

Designation:.....

Address:.....

Representative/authorized signatory

vide resolution datedpassed by the Board of Directors

In the presence of Witness:

1.

2.