

**REQUEST FOR PROPOSAL  
OF  
OUTSOURCING PHARMACY FOR  
SITAPUR EYE HOSPITAL TRUST HOSPITAL**



**SITAPUR EYE HOSPITAL TRUST-SITAPUR**

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**SECTION 1 – INVITATION OF THE BIDS**

RFP No.	SEHT/PHARMACY/2017-18
RFP Date	6th February 2018
Advt. No.	Advt. No. 02/17-18
Item Description	Annual Rate Contract of Pharmacy for Sitapur Eye Hospital Trust
Category	Goods
Last date & time of submission of Tender :	25th March 2018 up to 1.00 p.m.
Place of Submission of Bids	Sitapur Eye Hospital, Civil Lines, Sitapur, 261 001.
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	25th March 2018 at 1.00 p.m.
Tender Fees	Tender Fee of Rs. 1000/(Rs. One Thousand Only) in the form of Demand Draft in the favour of 'The Secretary, Sitapur Eye Hospital Trust' payable at Sitapur' to be submitted in Technical Bid “Envelop 1.”
Earnest Money Deposit	Earnest Money Deposit (EMD) of Rs. 10,000/(Rs. Ten Thousand Only) in the form of Demand Draft in the favour of 'The Secretary, Sitapur Eye Hospital Trust' payable at Sitapur' to be submitted in Technical Bid “Envelop 1.”
Place of Opening Tender	Sitapur Eye Hospital, Civil Lines, Sitapur, Sitapur 261 001.
Any Clarification	Name : Col Yashveer Singh Sirohi Dept : Sitapur Eye Hospital Trust, Sitapur Email : info@sitapureyehospital.org Contact No. : 8800702257,7054633602

## **SECTION 2 – ELIGIBILITY CRITERIA**

1. The Chemist/firm must hold valid Food & Drug Administration License as on date of Bid opening. (Enclose copy of valid FDA License of the Chemist/firm).
2. The Chemist/firm should have established/existence of Pharmacy for at least two consecutive years. (Enclose Certificate of Incorporation/ Registration of pharmacy/chemist).
3. The Chemist/firm should have the experience for at least Two years in similar field as stated in the “Scope of Work. (Enclose at least 1 purchase order or “ 1 contract copy of various government/semi government /PSU/Private Hospital's pharmacy).
4. Enclose copy of PAN CARD of the chemist/firm.
5. Enclose Chemist/firm Information as per Annexure A1.
- 6.The Chemist/firm should accept RFP Terms & Conditions Annexure A2.
7. The Chemist/firm's Annual Business Turnover for last three financial years ie. 2014-15,2015-16 & 2016-17 should not be less than Rs. 1.0 crores p.a.(Enclose copy of Audited Annual Accounts)Annexure A3.
8. The Chemist/firm should have submitted filed ITR for last two years i.e. A.Y. 2016-17 & A.Y. 2017-18. (Enclose copy of Acknowledgments.) Annexure A3.
9. Enclose copy of valid GSTN Registration certificate.
10. Chemist/firm's should maintain inventory software. (Provide name and detailed specification of inventory software).
11. Undertaking – Annexure A5.

### **SECTION 3 – INSTRUCTIONS TO BIDDERS**

#### **SUBMISSION OF OFFER:**

1. The Quotation MUST BE ENCLOSED IN A SEALED COVER super scribing 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 (SEHT 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.
5. The medicines should be supplied as per mentioned & approved brands by Sitapur Eye Hospital Trust authorities.

#### **COMMERCIAL BID :**

- Bidders are requested to give discount in 'SECTION 7- "Commercial Bid' for all items mentioned in 'SECTION 5 List of medicines'.

#### **BID OPENING PROCESS:**

- The Technical Bid will be opened in the first instance in the presence of representatives of the bidders at Sitapur Eye Hospital Trust, Sitapur.
- 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.
- One authorized representative of each of the Chemist/firm would be permitted to be present at the time of aforementioned opening of the bids.
- 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.

**CANCELLATION OF TENDER:**

1. Not with standing anything specified in this tender document, Purchaser / SEHT Sitapur in his sole discretion, unconditionally and without having to assign 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.

2. Conditional Tenders and Unsigned Tenders will also be rejected.

**LATE BIDS :**

- SEHT Sitapur will not be responsible:
  - i) For delayed / late quotations submitted / sent by post / courier etc.
  - ii) For submission / delivery of quotations at wrong places other than the mentioned in the tender.
  - iii) Fax / Email/ Telegraphic / Telex tenders will not be considered.
  - iv) Any bid inadvertently received by SEHT, Sitapur after the deadline i.e. due date & time for submission of bids, will not be accepted and returned unopened to the BIDDER.

**VALIDITY OF THE OFFER:** 15 Days from the date of opening of the Technical bid.

**TRANSFER AND SUB LETTING:** 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.

**EVALUATION OF OFFER:**

- 1. SEHT Sitapur evaluates 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.

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3. In case any BIDDER is silent on any clauses mentioned in this tender documents, SEHT, Sitapur 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.

### **DEADLINE FOR SUBMISSION OF BIDS :**

- Bids must be received by SEHT, Sitapur 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 SEHT, Sitapur the bid closing deadline will stand extended to the next working day up to the same time.

### **COST OF BIDDING :**

- The Chemist/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.

### **AMENDMENT OF BIDDING DOCUMENTS:**

- At any time prior to the deadline for submission of bids, SEHT, Sitapur 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.
- All prospective BIDDER who have downloaded the bidding document may visit SEHT, Sitapur, website for amendments / modifications which will be binding on them.



#### **SECTION 4 – SCOPE OF WORK**

- The Outsourced Pharmacy will stock the drugs and medicines of mentioned in List of Medicines prescribed by the Cheif Medical Officer and the Visiting Consultants and dispense the same to the Hospital at the agreed discount rates.
- The Outsourced Pharmacy must be kept open from 8 am to 4 pm on working days and on holidays & Sundays from 8 am to 12 pm. Drugs must be issued at all times. Adequate number of pharmacists, depending on the requirement, must be provided by the approved chemist/firm. If any deficiency is found, the SEHT, Sitapur shall have the power to cancel the chemist/firm without any notice.
- The Outsourced Pharmacy will be established inside the outlet provided in the campus of Hospital of SEHT, Sitapur
- SEHT, Sitapur Hospital will not provide any labour/person to outsourced pharmacy. The Chemist/firm should engage for single shift two qualified pharmacist with a diploma / degree from a Government recognized Institute (Recognized by Pharmacy Council of India).
- The successful chemist/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 Uttar Pradesh, under the provisions of The Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945) for operating the proposed pharmacy at the SEHT, Sitapur Hospital.
- The Chemist/firm shall arrange and will be responsible for all clearances / formalities including drugs license from State Drug Controller for opening chemist/firm / pharmacy shop in the allotted space within 15 days.
- The medicines should be supplied as per mentioned & approved brands by Hospital authorities.
- Any other items to be kept in pharmacy which required permission of SEHT, Sitapur Hospital Authority.
- Chemist/firm should maintain inventory software for keeping records of all medicines at SEHT, Sitapur Hospital. No charges will be payable from SEHT, Sitapur for Inventory Software purchase and maintenance.



**SECTION 5 – LIST OF MEDICINES**

**LIST OF APPROXIMATE ANNUAL CONSUMPTIONS OF MEDICINES & CONSUMABLES AS SPECIFIED BY THE HOSPITAL.**

## **SECTION 6 – TERMS AND CONDITIONS**

### **AWARD OF CONTRACT :**

- 1. Only one highest discount offering Chemist/firm shall be selected for rate contract.**
2. SEHT, Sitapur 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 and Bidder shall execute the scope of work.
3. The Empanelled outsourced pharmacy will be abide by all the Terms & Conditions of the Tender Document.
4. The empanelled outsourced pharmacy will be empanelled for the period of three years, and executed and abided by both the parties.
5. The services of the empanelled outsourced pharmacy will be reviewed by committee during contract period and SEHT, Sitapur reserve right to add or delete bidders in rate contract based on performance if necessary without intimation.
6. If three complaints will report against chemist/firm regarding medicines or services to Hospital Authority then Contract shall be terminated without notice.
7. Water charges and electricity charges will be borne by Chemist/firm at actual.
8. Pharmacy area is 725.40 SFT which is provided to the Chemist/firm free of charge.
9. The successful chemist/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 Uttar Pradesh, under the provisions of The Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945) for operating the proposed pharmacy at the SEHT, Sitapur Hospital.

### **EARNEST MONEY DEPOSIT & PERFORMANCE BANK GUARANTEE :**

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

1. Earnest Money Deposit (EMD) of Rs. 10,000/( Rs. Ten Thousand Only) in the form of Demand Draft in the favour of 'The Secretary, Sitapur Eye Hospital Trust,

## RFP of Pharmacy for SEHT Hospital

Sitapur ' payable at Sitapur 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.5,00,000/ (Five Lac Only) and will be retained with SEHT, Sitapur till the expiry / termination of rate contract without interest.**

4. Format of Performance Bank Guarantee as per Annexure A5.

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 SEHT, Sitapur by the outsourced pharmacy then Performance Bank Guarantee will be forfeited.

7. If the quality of medicines/consumables/IOL and products and services provided is not found satisfactory, SEHT, Sitapur reserves the right to cancel or amend the contract without notice.

### **TERMS OF PAYMENT:**

- The Outsourced Pharmacy shall present the Bill together with indent to the Sitapur Eye Hospital Trust by 7<sup>th</sup> of next month of closing of each respective month. 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, mrd no of patient prescription slip number with date, as per contract

etc. and any other information required by the SEHT, Sitapur Authorities.

- Payment within 15 days from the date of submission of bill completed in all respects as mentioned above.

- Payment shall be made by Cheque or such other mode / electronic fund transfer offered by the Bank.

### **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, SEHT, Sitapur reserves rights to forfeit the security deposit. The security deposit shall not bear any interest.

**FORCE MAJEURE:** Force Majeure will be accepted on adequate proof thereof.  
**In the event of any dispute over this contract, SEHT, Sitapur decision shall be final and binding.**

### SECTION 7 – COMMERCIAL BID

To,  
The Chief Medical Officer,  
Sitapur Eye Hospital Trust,  
Sitapur, – 261001.

Date :

Dear Sir,

1. I / We offer to stock the mentioned list of branded medicines/drugs of certified reputed Companies as prescribed by the Chief Medical Officers and dispense the same as per the prescription of the Hospital Doctors/ Medical Officers and the Visiting Consultants at the rates in percentage given below: Uniform Discount on the Maximum Retail Price (M.R.P) Offered by me/our Firm shall be:

a. \_\_\_\_\_  
(in percentage term – in figures)

b. \_\_\_\_\_  
(in percentage term – in words)

2. I/We undertake to keep the above quoted rate of discount on the Printed Maximum Retail Price on all items stocked and dispensed valid till the duration of this contract/extension of contract. Taxes or charges, including GST, shall be leviable after 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.

Place :

GSTN Registration No :

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Date :

Signature :

Name :

Office Address :

Affix Rubber Stamp:

**SECTION 8 - ANNEXURES**

**ANNEXURE A1: BIDDER'S INFORMATION**

(On Company / firm's Letterhead)

<b>Details of the bidders :</b>		
1.	Name of the bidder	
2	Address of the bidder	
3	Status of the Chemist/ Pharmacy( Pvt.)	
4	Details of the Incorporation of the Chemist/Pharmacy	Date:
		Ref. Document
5	Valid GSTN Registration No. (if any)	
6	Permanent Account No. (PAN)	
7	Name & Designation of the Contact person to whom all references shall be made regarding this tender	
8	Telephone No. (with STD Code)	
9	Email Address of the Contact person	
10	Fax No. (with STD Code)	

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**ANNEXURE A2: DECLARATION FOR ACCEPTANCE OF RFP TERMS AND CONDITIONS**

(On Company / firm's Letterhead)

To,  
The Chief Medical Officer,  
Sitapur Eye Hospital Trust  
Sitapur, – 261 001.

Date :

Sir,

**Re: RFP No. SEHT/Pharmacy/2017-18 dated 6th February, 2018 for “Outsourcing of Pharmacy for SEHT, Sitapur 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 :

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Business Address :

**ANNEXURE A3: DECLARATION OF ANNUAL INCOME TAX RETURN**  
(On Company / firm's Letterhead)

To,  
The Chief Medical Officer,  
Sitapur Eye Hospital Trust  
Sitapur, – 261 001.

Date :

Sir,

**Re: RFP No. SEHT/Pharmacy/2017-18 dated 6th February, 2018 for “Outsourcing of Pharmacy for Sitapur Eye Hospital Trust, Sitapur**

To,  
The Chief Medical Officer,  
Sitapur Eye Hospital Trust  
Sitapur, – 261 001.

Date :

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. 2014 – 15	F. Y. 2015 – 16	F. Y. 2016 – 17

And,

2) I/we hereby declare that, our firm had filed Income Tax Returns for last three years i.e. F. Y. 2014-15 , F.Y. 2015-16. & 2016-17

Supported by copy of ITR Acknowledgment.



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Yours faithfully,  
(Signature of the bidder)  
Printed Name  
Designation Seal  
Date :  
Business Address :  
Encl : As above

**ANNEXURE A5: UNDERTAKING**  
(On Company / firm's Letterhead)

To,  
The Chief Medical Officer,  
Sitapur Eye Hospital Trust  
Sitapur, – 261 001.

Date :

Sir,

**Re: RFP No. SEHT/Pharmacy/2017-18 dated 6th February, 2018 for “Outsourcing of Pharmacy for SEHT, Sitapur Hospital”**

- 1) I hereby declare that, I will provide all medicines which mentioned in the list of medicines to SEHT, Sitapur Pharmacy 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 SEHT, Sitapur Hospital authority for keeping any other items mentioned in List.
- 4) I will appoint **all the time a two qualified pharmacist** 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.

Yours faithfully,

(Signature of the bidder)

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Printed Name  
Designation  
Seal

Date :

Business Address :

### SECTION 9 - CHECKLIST

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

1. Envelope "1" Technical Bid

a) Demand Draft for Rs. 1000/(Rs. One Thousand only) towards cost of Bid document

b) Demand Draft for Rs. 10,000/(Rs.Ten Thousand only) towards Earnest Money Deposit.

c) Eligibility Criteria Responses (each pages duly sealed and signed by the authorized signatory)

d) Copy of this RFP document duly sealed and signed by the authorized signatory on every pages.

e) 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"

a) Commercial Bid : Your quotation must be submitted in two envelopes **Technical Bid (Envelope 1) and Commercial Bid (Envelope 2)** super scribing 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 super scribed with our **Tender No. & Due Date**.