एनआईक्यू संख्या / NIQ No.: IISERBpr/NIQ/HC/2026-27/22 **तारीख/ Date: October 22, 2026**

कोटेशन आमंत्रित करने वाला नोटिस / NOTICE INVITING QUOTATIONS

Indian Institute of Science Education and Research (IISER) Berhampur, is an Institute of National Importance established under Ministry of Education, Government of India. Quotations are invited from prospective bidders to **"establish & operate an In-house Pharmacy Outlet at the Institute Health Center of IISER Berhampur"**.

"Sr. No. 11" में बताए गए पूरे डॉक्यूमेंट्स अपने कोटेशन जमा करने की आखिरी तारीख/समय पर या उससे पहले नीचे दिए गए तरीकों से जमा करें:/
All prospective suppliers are requested to submit complete documents as mentioned in **"Sr. No. 11**"with their quotations on or before the end date/time of submission in the following ways:

a) purchase@iiserbpr.ac.in पर ईमेल करें । ***" NIQ नंबर IISERBpr/NIQ/HC/2026-27/22, तारीख 22,*** अक्टूबर***, 2026 के हिसाब से सप्लाई के लिए कोटेशन"*** सब्जेक्ट मेंशन करें । कोटेशन की स्कैन की हुई सॉफ्ट कॉपी (pdf) पासवर्ड से प्रोटेक्टेड होनी चाहिए। पासवर्ड NIQ खोलने के तय समय पर सप्लायर से लिया जाएगा। कोटेशन की अनप्रोटेक्टेड सॉफ्ट कॉपी रिजेक्ट की जा सकती है।
/ By email to purchase@iiserbpr.ac.in. Mentioning subject for ***"Quotation for supply against NIQ No. IISERBpr/NIQ/HC/2026-27/22, dated October 22, 2026"*** The scanned soft copy (pdf) of the quotation should be password protected. The password will be obtained from the suppliers at the specified time of opening of NIQ. The unprotected soft copy of quotation June be rejected.

या/OR

b) सीलबंद लिफाफे के ऊपर उद्धरण निम्नानुसार लिखा होना चाहिए: ***"एनआईक्यू संख्या IISERBpr/NIQ/HC/2026-27/22, दिनांक 22*** अक्टूबर***, 2026 के विरुद्ध आपूर्ति के लिए उद्धरण*** । /
The sealed envelope should be duly super-scribed of the quotation should be as follows: ***"Quotation for supply against NIQ No. IISERBpr/NIQ/HC/2026-27/22, dated October 22, 2026.***

1.	एनआईक्यू नं. / NIQ No.	IISERBpr/NIQ/HC/2026-27/22
2.	एनआईक्यू दिनांक./ NIQ Date:	October 22, 2026
3.	खरीदी जाने वाली वस्तु का संक्षिप्त विवरण / Brief description of Service	**To establish & operate an In-house Pharmacy Outlet at the Institute Health Center of IISER Berhampur for the supply of pharmaceutical medicines of standard companies on a credit basis to the students, employees & their eligible dependents of the Institute.**
4.	मात्रा /Quantity	**As per scope of works**
5.	NIQ सबमिशन की आखिरी तारीख और सबमिशन का समय / NIQ Submission End Date & Time of submission	November 06, 2026 at 11:00 hr
6.	NIQ खुलने की तारीख, समय और स्थान / NIQ Opening Date, Time & Venue	November 06, 2026 at 12:00 hr (Store & Purchase Office)
7.	बोली सुरक्षा / Bid Security	NA
8.	भुगतान की शर्तें। / Payment Terms.	I. The Pharmacy shall present the Consolidated Bill together with prescriptions duly signed by the employees, his/her dependents, and students to the Medical Officer In-charge once in every 15 days. The bill should 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, and prescription slip number with date, as per contract etc. and any other information required by the IISER BERHAMPUR Authorities for verification and processing for payment.

		II. Along with the consolidated bills, the successful bidder must submit the countersigned invoices of procured medicines by the Pharmacy. III. Payment will be made within 30 days from the date of submission of the bill completed in all respects as mentioned above. IV. Payment shall be made by electronic fund transfer, or any such other mode offered by the Bank. V. No advance payment will be provided. VI. GST invoice in triplicate should be sent to Deputy Registrar (Stores and Purchase), IISER Berhampur (Permanent Campus), Laudigam, Konisi, Ganjam, Odisha-760003 directly.
9.	Performance Security	Submission of ₹**1,00,000/-** and valid till 90 days beyond contract period (i.e. Contract period + 90 days). Performance Guarantee Bond should be submitted within (Fifteen)15 days from the date of Order Acknowledgement as a successful bidder through an Account Payee DD, Fixed Deposit, Bank Guarantee from a commercial bank or direct online payment to the institute account. (Account details attached in the NIQ document).
10.	NIQ जमा करने का पता / Address for submission of NIQ:	डिप्टी रजिस्ट्रार (भंडार एवं क्रय) आईआईएसईआर बरहामपुर, At/Po: - Laudigam, Konisi, जिला गंजम, ओडिशा-760003 ईमेल से: purchase@iiserbpr.ac.in (पूरी तरह से ऊपर दिए गए निर्देश के अनुसार) / Deputy Registrar (Stores and Purchase) IISER Berhampur, At/Po: -Laudigam, Konisi, Dist. Ganjam, Odisha-760003 Through email: purchase@iiserbpr.ac.in (strictly as per the above directive)
11.	अनिवार्य दस्तावेज़ / Mandatory Documents	The bidder should submit the following documents for evaluation failing which the bid cannot be considered: a. Format of Pre-Qualification Criteria: Technical bid (Ref. Annexure- '1') b. Format of Financial Bid (Ref. Annexure- '2') c. Format of Bid Acceptance Letter (ref. Annexure- '3') d. Bidder Information Form (Ref. Annexure- '4') e. Annual Turnover and Profit Details (Ref. Annexure- '5') f. Declaration for non-blacklisting/debarment (Ref Annexure- '6') g. Format for Performance Guarantee Bond (Ref Annexure- '7') h. Checklist: Eligibility Criteria for Bidders (Ref. Annexure- '8')
12.	अनुबंध का पुरस्कार / Award of Contract:	जो बिडर टेक्निकल कम्प्लायंस को पूरा करता है, एलिजिबिलिटी क्राइटेरिया को पूरा करता है और सबसे कम अमाउंट कोट करता है, उसे कॉन्ट्रैक्ट दिया जाएगा। / The bidder who complies with the technical compliance, fulfils the eligibility criteria and quotes the lowest amount shall be awarded the contract.
13.	टेक्निकल क्लैरिफिकेशन के लिए कृपया संपर्क करें:/ For technical Clarifications please contact:	Health Center Email- healthcenter@iiserbpr.ac.in
14.	NIQ इनवाइटिंग अथॉरिटी:/ NIQ Inviting Authority:	डिप्टी रजिस्ट्रार (स्टोर और परचेज) निदेशक, आईआईएसईआर बरहामपुर की ओर से दूरभाष संख्या 06780 222-7705/7709/ 7717 Deputy Registrar (Stores and Purchase) for and on behalf of Director, IISER Berhampur Tel. No.0680 222-7705/ 7709/ 7717

डिप्टी रजिस्ट्रार (भंडार एवं क्रय)
Deputy Registrar (Stores & Purchase)

NIQ FOR RUNNING IN HOUSE PHARMACY OUTLET AT INSTITUTE HEALTH CENTRE, IISER BERHAMPUR, ODISHA

To establish & operate an In-house Pharmacy Outlet at the Institute Health Center of IISER Berhampur for the supply of pharmaceutical medicines of standard companies on a credit basis to the students, employees & their eligible dependents of the Institute.

INTRODUCTION:

Indian Institute of Science Education & Research, Berhampur (Herein after referred as the IISER Berhampur), an educational Institute of national Importance, invites bids from eligible Chemists & Druggists/Pharmacy stores (Retail), through NIQ (Two bids system) to establish & operate an In-house Pharmacy in the space provided by the Institute at the premises of Institute Health Centre at IISER Berhampur situated At/Po- Laudigam, Ganjam, Odisha, PIN-760003.

I. Eligibility Criteria

1. The bidder (Pharmaceutical agency) should be a registered Individual/Firm/Company/Chemist (Consortium bidders and Joint Ventures are not allowed).
2. The bidder must have an operational retail pharmacy outlet along with a valid Retail Drug License/FSSAI/Trade license as on the last date of bid submission.
3. The successful bidder shall have to apply and obtain a valid drug license from the appropriate Government Agency/Authority (from the Drugs Control Department, Govt. of Odisha, under the provisions of the Drugs and Cosmetics Act, 1940 and the Drugs and Cosmetics Rules, 1945) for operating the proposed pharmacy at the Institute Health Centre, IISER Berhampur. Besides, the successful bidder shall also be required to have/obtain all other licenses/registrations as may be necessary from time to time under various laws/enactments for operation of the in house pharmacy outlet in IISER Berhampur campus.
4. The bidder must have experience of a minimum of **FIVE** consecutive years of running a retail pharmaceutical outlet with an average annual turnover of a minimum **of 15 Lakhs** in the last **FIVE** financial years, i.e., 2021-22, 2022-23, 2023-24, 2024-25, 2025-26.
5. The bidder must have a PAN Number, a GST/GSTIN number, a Current Account etc. The bidder with whom the contract is finally awarded shall have a GST number for such outlet/outlet in question as well, if the related law requires.
6. Bidder should not have been blacklisted or otherwise disqualified pursuant to any proceedings by any Central or State Government or Autonomous Body or Public Sector Undertakings in India and which is for the time being in force.
7. The bidder must not have been convicted by any Drugs Control Authority, and no case should be pending under the Drugs and Cosmetics Act and Rules. An affidavit should be submitted to the effect that no case is pending against the bidder under the Drugs and Cosmetics Act and the Drugs Price Control Order issued from time to time.
8. Any bidder who is already into any kind of litigation with the Institute (i.e.- IISER Berhampur) shall be barred from participating in this NIQ process.

II. MANDATORY DOCUMENTS TO SUBSTANTIATE ELIGIBILITY

1. Self-attested copy of the bidder's Registration / Incorporation Certificate/Trade License certificate.
2. Self-attested copy of the valid Retail Drug License/FSSAI license issued by the appropriate Government Agency/Authority (from the Drugs Control Department, Govt. of Odisha, under the provisions of the Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945).
3. Statement of annual turnover for the last five financial years in support of the eligibility criteria mentioned, duly certified by a registered and practising Chartered Accountant.
4. Self-attested copies of Work Orders/Contracts/Work Completion/Satisfactory performance certificates/performance appraisal certificates fulfilling the eligibility criteria.

5. Self-attested copy of the PAN issued under the name of the firm.
6. Self-attested copy of the Aadhaar Card of the proprietor(s)/owner(s) of the bidding firm/agency.
7. Self-attested copy of the GST registration certificate of the firm.
8. Self-attested copy of the passbook of the Current Account.
9. Non-blacklisting undertaking by the bidder on their letterhead.
10. Affidavit of non-conviction and non-pendency of cases by any Drugs Control Authority and under the Drugs and Cosmetics Act and Rules issued by the Drugs Licensing Authority.
11. Self-declaration regarding the method of disposal of expired medicines.

III. SCOPE OF WORKS

1. The pharmacy should be kept open: **24x7 for 365 Days**.
2. The Pharmacy shall stock the drugs and medicines of well-reputed companies according to the lists provided by the Medical Officer in charge, Institute Health Centre, IISER Berhampur, once the contract is awarded. Any other brand that needs to be stocked must be approved by the Medical Officer in charge. No new medicines should be stocked without the permission of the Institute Health Centre. Cold Storage, wherever necessary, will have to be arranged by the successful bidder. Adverse drug reporting must be done if there are adverse drug Reactions for a particular batch.
3. The pharmacy shall make the necessary arrangements to supply all types of medicines prescribed by the Institute Medical Officers/Visiting Consultants to the beneficiaries/customers, including provision of all materials, medical devices/equipment, etc., as required at the agreed rate. No additional cost can be charged for transportation, labour, storage, etc.
4. **The Pharmacy shall issue medicines, surgical, consumables and other supplies of the required quantity and specifications to the Patients (Students, staff and their dependent family members) of the Institute strictly as per prescription from the Institute Medical Officer/Visiting Consultant of the Institute Health Centre, on credit basis on production of the Institute Identity Card. The pharmacy will be advised to give the medicines to the patients in cut strips, if prescribed.**

4.2 The Pharmacy can also issue Schedule K(over-the-counter) medicines/preparations and Schedule H medicines of the required quantity and specifications to the patients of the Institute upon submission of a valid prescription from an outside Registered Medical practitioner, strictly on a payment basis.

5. Other items, such as sanitary items, food substitutes, Diagnostic and Surgical, etc., shall be available in the Pharmacy.
6. The successful bidder shall make their own arrangement for the safe storage of medicines/medical devices/equipment, etc.
7. The successful bidder must ensure that the drugs dispensed are of GMP/WHO-GMP certified quality and BIS/ISO/CE/USFDA in case of consumables, surgical and sutures. However, in the case of generic drugs, only WHO GMP-certified quality is a must.
8. The successful bidder must adopt a strict quality control mechanism to ensure no medicine of "Not of Standard Quality" is dispensed through their outlet.
9. The Agency shall ensure the provision and sale of quality products, medicines, consumables, surgical, chemicals, reagents, etc., and in no case the items as above which are spurious, soiled, damaged, postdated, and expired, would be stocked, sold, or supplied by the successful bidder. Breach of these conditions will entail immediate suspension and cancellation of the contract. The products shall conform to the rules and laws of the Government regarding their sale. There should not be any spurious or misbranded drugs in the pharmacy store.
10. The overall control and supervision of the said space will remain vested in the successful bidder and the officials of the Institute shall at any time be entitled to inspect the premises under License for its bonafide use and in connection with the fulfillment of the other terms and conditions of the agreement. Periodical inspection by the Institute will also be carried out to verify the stock position of the medicines, cold chain maintenance, etc. The successful bidder is required to correct and adopt all the measures immediately, as advised by the Institute, for the smooth running of the outlet.
11. The successful bidder must provide monthly details of both supplied and non-supplied items.

12. The successful bidder must ensure that all the medicines, consumables and supplies (particularly lifesaving drugs), which are prescribed by the doctors, are available at the outlet at any given point of time.
13. The successful bidder must maintain a minimum of 15 days of stock as per the list provided (based on average consumption) throughout the contract period. If any prescribed medicine is out of stock, it must be procured and issued to the patient within 24 hours of submitting the prescription.
14. Advertising in any form, of any product, in the Pharmacy is not permitted.
15. The successful bidder should prominently display the applicable discounts for all such items.
16. The Medicines to be supplied will be based on the prescription issued by the Medical Officers of IISER Berhampur / authorised visiting Doctors. However, medicines can be supplied upon presentation of a valid prescription from an external registered medical practitioner on a payment basis.
17. No substitute medicine other than the prescribed medicine of any kind will be supplied to the beneficiaries except with proper authorization from the Medical Officer in charge or his/her authorized persons of IISER Berhampur.
18. The Pharmacy will have to stock the inventory having a two-thirds shelf life, i.e., 8 months of expiry period should be left for a drug/medicine with a one-year shelf life.
19. An adequate number of pharmacists, depending on the requirement, must be provided by the successful bidder. If any deficiency is found, the IISER Berhampur reserves the right to cancel the Pharmacy/firm contract without any notice.
20. The Pharmacy will be established in the Institute Health Centre campus in the designated area allocated for this purpose, and its services will be utilised by the community of IISER Berhampur. Interested bidders are encouraged to visit the Health Centre and the designated space for the Pharmacy.
21. Expenditure on the establishment of the shop, broadband internet connectivity, telephone, etc., shall be borne by the Pharmacy. The Institute will provide electricity on a payment basis as per the applicable rates of the Institute.
22. The Institute Health Centre, IISER Berhampur, will not provide any manpower. The Pharmacy/firm should engage a qualified pharmacist with a diploma/degree from a government-recognized Institute (Recognized by the Pharmacy Council of India). **Pharmacists should be trained in dealing with patients and should possess good conduct**.
23. The contractor should enclose a notarised photocopy of the educational qualifications with regard to Pharmacy. Before any change of pharmacists, the successful bidder shall obtain consent from the Institute Medical Officer and the Administration so that the credentials of the person to be appointed are verified.
24. The successful bidder and all its employees must display their identity cards while on the Institute premises. A list of all the employees with their full details must be submitted to the Health Centre/Administration of the Institute.
25. The successful bidder shall use the premises solely for the purpose for which it has been provided, and for no other purpose, and it shall not part with the premises/sub-let the premises to anyone directly or indirectly.
26. The successful bidder shall keep the premises in a clean, sanitary and tenable condition and shall pay for the cost of making good any damage thereto or to adjacent premises, caused by negligence or misuse of premises by the successful bidder or before taking over possession, whichever is earlier and shall indemnify the Institute against any loss/damage/ additions/ alterations to the premises. Any changes to the infrastructure of the space provided for the Pharmacy outlet will be permitted only with the approval of the Competent Authority at IISER Berhampur.
27. The successful Pharmacy/firm should apply for and procure a valid Drug License (retail) / Food and Drug license at least for 3 years from the appropriate government agency/authority (from the Drugs Control Department, Govt of Odisha, under the provisions of The Drugs and Cosmetics Act, 1940, The Drugs and Cosmetics Rules, 1945, and The Food Standards and Safety Authority of India (FSSAI) for operating the proposed pharmacy at the Institute Health Center, IISER Berhampur.
28. The Pharmacy should have all the mandatory licenses required to stock and dispense the medicines.
29. The Pharmacy/firm shall arrange and will be responsible for all clearances/formalities including a drug license from the State Drug Controller for opening a Pharmacy/firm/pharmacy shop in the

allotted space within one month. If the pharmacy shop is not opened within a month, the contract will be cancelled, and EMD will be forfeited.

30. Under any circumstances, reused/recycled and re-circulated medicines shall not be dispensed by the Pharmacy.
31. The pharmacy/firm shall make arrangements for the systematic distribution of medicines to patients.
32. The pharmacy/firm should maintain inventory and billing software for keeping records of all medicines at the Institute Health Centre, IISER Berhampur. No charges will be payable from the Institute for the purchase and maintenance of the Inventory and billing software.
33. All invoices (Daily wise) for the dispensation of medicines/equipment/devices/other medical supplies by the pharmacy consisting of batch nos. along with expiry date shall be submitted to the Institute Medical Officer, IISER Berhampur for countersignature. These countersigned invoices must be submitted along with the consolidated bills for the settlement of dues every month.
34. Consolidated bill shall be submitted once every 2 weeks to the Institute Medical Officer, IISER Berhampur, enclosing the documents, prescription duly signed by the employees, & their dependents, students along with a consolidated statement having all such details of medicines supplied, rates, amount etc., for verification and processing for payment.
35. If the pharmacy is unable to dispense a medication that is out of stock, within 24 hours of receiving the prescription issued by the IISER BERHAMPUR Health centre, it should provide a non-availability certificate.
36. The appointed Pharmacy or its representative will, as and when required, attend the Medical Committee meetings.
37. The Pharmacy should have its own approved letter pad, rubber stamp, seal, etc.
38. Only qualified pharmacists shall dispense the medicines/drugs at the Institute's Pharmacy outlet. The successful bidder must submit the details of the qualifications of employees to be engaged by them. Only the persons/employees approved by the Medical Officer in charge of the Institute Health Center may be engaged in the pharmacy. They should be covered under medical insurance following the Rules of Shops & Establishments Act. All staff should be paid in accordance with the Minimum Wages Act.
39. In case of failure to pay the license fee and electricity charges within the stipulated date, a penalty will be charged as per the Institute Rules.
40. The possession of the premises (Pharmacy Outlet) granted to the Pharmacy shall continue with IISER Berhampur, and the license shall be given only to stock / dispense medicines/ drugs.
41. The licensee shall not store empty packing cases or baskets or any goods or any other material in the open spaces around the premises or any other place from where such goods or material may be visible from outside. The area in front of the said premises shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than the public passage. The licensee shall not make any addition or alteration in or around the premises without the written consent of the Institute. Biomedical medical waste management must be properly maintained as per the Government guidelines/norms.
42. No advance payment shall be made to the successful bidder by IISER Berhampur in any form or under any circumstances.

43. Quality Testing:

a. The State Drug Control Authority or any other Officials/Agency authorized by the Drug Control Authority or by the Institute have every right to visit the outlet set up by the Agency within health facilities and collect random samples for testing and conduct inspection on quality storage as per the provisions of the Drugs & Cosmetics Act, 1940 and under other relevant laws in force.

b. If, as per the test result, the sample is declared to be "Not of Standard Quality" or spurious or adulterated or misbranded as per the Drugs & Cosmetics Act, 1940, such batch/batches will be deemed to be rejected goods and to be removed immediately by the Agency from the outlet.

c. The contract will be cancelled for any such finding which fails to meet the quality standard as per the test conducted by the Drug Controlling Authority or by the Institute through a NABL accredited laboratory drawing a random sample.

44. Recovery of License Fee and Electricity Charges:

a. In case of failure to pay the License Fee within 6 months, the successful bidder shall be liable to pay a sum of Rs.500/- per month over and above the License Fee on a cumulative basis towards administrative charges besides termination of the contract.

b. Besides, the successful bidder shall also be liable to pay the electricity charges on an actual consumption basis to the Institute at the then prevailing rates along with the payment of the monthly License fee. For this purpose, there shall be a meter installed in the outlet by the Institute. The electricity charges shall, however, be subject to revision/change from time to time, which shall be payable by the successful bidder as aforesaid at the then prevailing rates.

c. In case of non-payment of electricity charges in time, the successful bidder shall be bound to pay a penalty towards belated payment Rs.500/- per month over and above the bill. Further, if the dues remain unpaid for up to six months, the electricity connection shall be disconnected without giving any notice, in this regard, besides termination of the contract.

d. Non-payment of the License fee and electricity charges within time shall be deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the Institute, which shall not be challenged by the successful bidder under any circumstances whatsoever.

e. The successful bidder shall use the premises ONLY for which it has been allotted by the Institute under the contract. The use of the premises for other purposes will lead to the suspension/termination of contract with immediate effect.

f. The successful bidder shall not use the premises for residential purposes or for any other purposes (including vending of any item other than those for which permission has been given) without prior written permission of the Institute. The successful bidder shall always use the premises prudently and carefully as if it were his own.

IV. TERMS AND CONDITIONS:

1. The firm offering the highest discount on Medicines (Drugs, Supplements, Nutraceuticals, etc.) & Surgical (sanitary items, consumables, Diagnostic items, etc.) will be awarded the contract.

2. **Price offer from Bidder:** The Bidder shall offer the **maximum uniform discount on M.R.P**., i.e., the Maximum Retail Price which is printed on the packings/flaps/ bottles. The contractor will be paid on M.R.P. less discount. No extra amount towards GST or any other levy/tax will be paid, as the M.R.P includes the GST/Tax. Tampering with the manufacturer's printed M.R.P by the local pharmacy/chemist using stickers or any other means will not be accepted.

3. A list of medicines to be stocked will be provided by the Institute Health Centre, IISER Berhampur, once the contract is signed.

4. IISER Berhampur reserves the right to reject or accept the highest discount offering Bid or any Bid, and also reserves the right to accept the whole or any part of the Bid.

5. The successful bidder must abide by all the Terms and Conditions specified in the NIQ.

6. The successful bidder will be awarded the contract initially **for ONE year from the date of the work order.** The contract may be extended to two more years (one year at a time) upon satisfactory performance and mutual consent.

7. If the quality of medicines/Surgical products and services provided is not satisfactory, IISER Berhampur will impose a penalty as stated in **Section V**.

8. The contractor shall be liable for any wrong dispensing of the medicine/dispensing of substitute medicine, even though the same is overlooked by the departmental pharmacist deployed for the purpose.

9. Violation of any of the terms and conditions stipulated above amounts to breach of contract, in which case IISER Berhampur may take any appropriate action including imposing a penalty, forfeiture of security deposit, and/ or cancellation of the contract.

10. The successful bidder will be construed and shall be governed by the laws applicable for running a pharmaceutical store, and the contractor shall be required to comply with such laws with regard to the performance of the contract, including safety and security. The bidder shall ensure the payment of wages to his staff on time and provide them with a photo identity card to be exhibited while on the premises of IISER Berhampur. The successful bidder will be covered under all statutes, including the Labour Laws. The successful bidder will comply all statutory labour laws and IISER Berhampur will have no liability thereof.

11. The contractor shall possess and present required licenses viz: Drug License, GST License, Latest Assessment Report of Sales Tax, Non-conviction Certificate from Drugs License Issuing Authority, IT Permanent Account Number, GST Registration Certificate, Name of Pharmacist before commencement of the contract. Attested photocopies of all licenses required should also be submitted, and obtain all permits and licenses at his cost, which he may be required to comply with respect to laws, ordinances and regulations of the Government or Public authorities in connection with the performance of his obligation under the contract.

12. In addition to the above and in order to regulate for bringing stringent measures, instructions would be issued from time to time to the contractor which the contractor should implement immediately.

13. The contractor shall not part with any information relating to the contract or incidental thereto, to third parties, except where needed for the performance of the contract with prior consent of IISER Berhampur. In such a case, the party shall ensure and obtain similar obligation of confidence from third parties, in question.

14. The contractor will be responsible for all claims for damages and liability which may arise due to failure to comply with any of the above conditions.

15. **Evaluation of Bids and Award of Contract:**

I. The technical evaluation committee will examine the bids to confirm that all documents and technical documentation requested in the Bid document, have been provided, and to determine the completeness of each document submitted. The bidders, who do not meet the basic requirements, are to be treated as unresponsive and ignored.

II. The financial bid will be opened only for a technically qualified bidder.

III. The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by the Bidder in his/her bid and other allied information deemed appropriate by the Procuring Entity. Evaluation of bids shall be based only on the criteria/ conditions included in the Bid Document.

IV. The institute will award the contract to the successful Bidder based on the parameters notified in the Financial Bid.

V. The Institute will notify the successful bidder in writing by registered letter or e-mail that the bid has been accepted, and a separate contract/work order shall follow through post/e-mail.

VI. The successful bidder should submit order acceptance within 14 days from the date of issue of the order/signing of the contract, failing which it shall be presumed that the vendor is not interested, and his bid security is liable to be forfeited.

VII. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of the contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

VIII. Any effort by a Bidder to influence the institute in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

16. Canvassing in any form with regard to this Bid document will lead to rejection of the bid.

17. It must be clearly understood that any contract concluded pursuant to this Bid shall be governed by the terms and conditions as contained in the Bid document. Bidder must, therefore, take special care to go through the Bid document. It should also be realized that the bidder is willing to execute the contract as per the terms and conditions of the contract.

18. Only one Bid shall be submitted by one bidder.

19. No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the bids for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.

20. Force Majeure: Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and affects the implementation of this contract adversely.

21. Arbitration: All disputes or differences arising out of the contract, except disputes or differences for which separate provisions for their resolution have been made in the contract ('excepted matters'), shall be settled by Conciliation or Arbitration in accordance with the Arbitration and Conciliation act, 1996, and the provisions made hereinafter in this article. In the event of any dispute or difference arising under this contract, the Director, IISER Berhampur or his nominee is the arbitrator, and the decision of the arbitration will be binding on both parties.

22. Jurisdiction: The competent court at Berhampur shall have exclusive jurisdiction upon any matter arising out of this contract.

23. Until a formal agreement is prepared and executed, acceptance of this Bid shall constitute a binding contract between the bidder and the Institute, subject to modifications, as may be mutually agreed between the bidder and IISER Berhampur.

24. All the Bids must be valid for a period of 120 days from the last date of submission of the bid for execution of the Contract. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original or extended Contract period.

25. Relatives of employees (regular/contractual) and students of the Institute are barred from submitting bids.

26. All necessary furniture and other infrastructure for providing the services in the outlet shall be arranged, provided, and maintained by the contractor.

27. Facilities of prevalent Digital Payment methods such as BHIM, UPI, Mobile Wallet, Credit / Debit Card, etc., should be made available by the contractor.

28. The licensee shall maintain full hygienic conditions in the outlet in keeping the floor, furniture, etc., neat and clean, so as to maintain the standards and aesthetic values in the outlet. The licensee shall also have to make their own arrangements for the safe storage of materials, including food items.

29. Usage of plastic bags is strictly prohibited, and the same shall not be used under any circumstances whatsoever. Instead, the use of paper bags, etc., is encouraged.

30. The Licensee shall be responsible for the strict adherence to discipline and good conduct by its workers deployed to the outlet.

31. The entire Institute campus is declared a tobacco-free campus. The contractor shall ensure that no product shall be sold from the premises, which is prohibited to be sold within the premises of

an educational Institute, as per the provisions of Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply, and Distribution) Act, 2003. If a contractor is found selling cigarettes and other tobacco products, the agreement shall be terminated with immediate effect and the said contract be debarred for five years from participating in any tender floated by the Institute.

32. Termination of Contract: Either party may terminate the contract by giving one month's notice to the other party without assigning any reasons, whatsoever. The contract may be terminated in terms of any provisions stipulated in the contract.

V. PENALTY

1. In the event of breach of any of the terms & conditions of the contract or bidder neglects, delays or fails to perform the contract, IISER Berhampur reserves the right to forfeit the Performance Bank Guarantee and debar the bidder from participating in future tenders for such a period, as deemed fit.
2. **Deductions for Delay / Default:**
   a. The stock of **Life-saving drugs/medicines as per the standard** should be made available immediately on placing the indent/demand. Not delivering the medicines as per the standard will attract a penalty of ₹1,000 for each such default.
   b. In the case of a prescription for a specific brand of medicines, the same shall not be substituted, unless the same is approved by the Medical Officer in charge. If any such case is noticed during subsequent scrutiny after or before the payment, then the outsourced pharmacy will be penalized with ₹1,000 plus the cost of the specific brand of medicines for each such default.
   c. Medicines as per the prescription or list provided by IISER Berhampur have to be available all the time in the pharmacy. In case of failure to maintain stock as per requirement, a penalty of ₹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 the IISER BERHAMPUR prescription. Delayed supply of any medicine without proper justification will attract a penalty of ₹100 per prescription.
   e. Penalty for late payment of license fee and electricity charges – ₹ 500 extra per month.

Annexure- '1'

PRE-QUALIFICATION CRITERIA

TECHNICAL BID

Sr. No.	Particulars	Details	Proof Attached (Yes/No)
1.	Name of registered Firm/Company/Chemist (With Proof of Registration)		
2.	Postal Address, Telephone/Fax No., E-mail:		
3.	Pharmacy/firm must hold a valid Food & Drug Administration License (Enclose copy of valid FDA License of the Pharmacy/firm in the technical bid).		
4.	The Pharmacy/firm should have an established/existence of Pharmacy for at least 5 consecutive Years. (Enclose copy of Certificate of Incorporation/ Registration of pharmacy).		
5.	Bidder must not have been convicted by the State Drugs Authorities and no case should be pending under the provisions of Drugs and Cosmetics Act, 1940 & rules made there under. (Enclose an undertaking on company letterhead)		
6.	Bidder Acceptance of Bid Document as per Annexure-I attached.		
7.	Copy of PAN Card		
8.	Copy of GST Registration Certificate		
9.	The average of annual financial turnover of 'The bidder' during the last FIVE years, ending on 31st March of the previous financial year, should be at ₹15 Lakhs as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India with a UDIN. (Documentary evidence duly certified by a valid Chartered Accountant must be enclosed with the technical bid along with Annexure-III)		

Notes: Bids not complying with the above technical eligibility criteria and non-submitting the required documents are liable to be rejected.

Annexure- '2'

FINANCIAL BID

Sr. No.	Particulars	Maximum uniform discount offered on M.R.P.	
		Medicines	Surgical Items
		(A)	(B)
1	Operating In-house Pharmacy Outlet at the Health Center of IISER Berhampur for the supply of pharmaceutical medicines/Surgicals of standard companies on a credit basis to the students & employees of the Institute.		

Note:

1. The discount percentage should be applicable throughout the contract period.
2. The Highest discount offered in the bid will be considered to evaluate the Financial Bid.
3. The bidder quoting the highest discount will be ranked as H1, and the contract order will be placed accordingly.
4. In case of a tie, the bidder quoting a higher discount for Medicines (A) will be considered as H1, and if there is still a tie, the highest discount offered by the bidder concerned on Surgicals will be considered as H1 bidder.

Annexure- '3'

Bid ACCEPTANCE LETTER
(To be given on Company Letter Head)

To,

The Director

Indian Institute Science Education & Research Berhampur, Odisha

Sub: Acceptance of Terms & Conditions of Bid

Bid Reference No. :

Name of Bid / Work:

Dear Sir/Madam,

1. I / We have downloaded/obtained the Bid document for the above mentioned "Work" from the website(s) namely:

   _____

   as per your advertisement, given in the above-mentioned website(s).

2. I / We hereby certify that I / We have read the entire terms and conditions of the Bid and I/we shall abide by the terms/conditions/clauses contained therein.

3. The corrigenda issued from time to time by your department/organizations have also been taken into consideration while submitting this acceptance letter.

4. I / We hereby unconditionally accept the conditions of above mentioned Bid document(s) / corrigendum(s) in their totality / entirely.

5. I / We do hereby declare that our Firm has not been blacklisted/debarred by any Govt. Department/ Public Sector Undertaking.

6. I / We certify that all information furnished by 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 notice or reason thereof, may summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including forfeiture of the full said EMD absolutely.

Date:

Authorized Signatory

Name:

Designation:

Place:

Contact No.:

Annexure- '4'

BIDDER'S INFORMATION

(On Company's Letterhead)

Sr. No.	BIDDER'S DETAILS	
1.	Registered Name of the Bidder	
2.	Year of Establishment	
3.	Registered Address of Bidder	
4.	Status of the Company (Public Ltd./Pvt. Ltd.)	
5.	Valid GST Registration No. with GST Registration State Name	
6.	Details of the Incorporation of the Company	
7.	Permanent Account No.(PAN)	
8.	FSSAI License Number	
9.	Retail Drug License Number	
10.	Name and Designation of the Contact Person	
11.	Contact No. Email Address of the Contact Person	

12.	**Bank Details of the Agency** Bank Name: Name of the Branch: Branch Code: Bank Address Bank: Type of Account: Account Number: NEFT/IFSC Code: RTGS Code: 9 Digit MICR Code:	

Date:

Authorized Signatory

Name:

Designation:

Place:

Contact No.:

Annexure- '5'

ANNUAL TURNOVER AND PROFIT DETAILS:

	Evaluation Criteria			**Remarks**
Bidder's Annual Turnover and Profit for the last Five financial years	Financial Year	Turnover in ₹	Annual Profit in ₹	Supporting Documents to be attached along with the Annexure-III
	2021-22			
	2022-23			
	2023-24			
	2024-25			
	2025-26			

Date:

Authorized Signatory

Name:

Designation:

Place:

Contact No.:

Annexure- '6'

क्लीन ट्रैक के बारे में घोषणा/कोई कानूनी कार्रवाई नहीं **/**

DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION

(को होना प्रदान किया पर पत्र सिर का व्यवसाय **- संघ) / (to be provided on letter head of the firm)**

I hereby certify that the above firm namely _____is neither blacklisted by any Central/State Government/Public Undertaking/Institute nor any criminal case registered / pending against the firm or its owner / partners anywhere in India (or) against any of its branches (or) partners abroad.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm June be summarily terminated and the firm blacklisted.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

Annexure- '7'

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 BERHAMPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT BERHAMPUR OR ANY SCHEDULED BANK SITUATED AT BERHAMPUR.
BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.).

To,
The Director,
IISER Berhampur
At/Po : Laudigam, Konsi, Police Station : Golanthara
Dist- Ganjam, Odisha, Pin-760003

LETTER OF GUARANTEE

WHEREAS Indian Institute of Science Education and Research, Berhampur (Buyer) have placed an order for supply of (item name) …… vide Purchase/Work Order Number…….. Dt…….. and NIT/NIQ No. …… dt. …….. and whereas the said Purchase/Work Order requires that any eligible successful tenderer (seller) wishing to "**establish & operate an In-house Pharmacy Outlet at the Institute Health Center of IISER Berhampur"** in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "The Director**,** Indian Institute of Science Education and Research, Berhampur" in the form of Bank Guarantee for Rs. 1,00,000/- and valid till 90 days beyond contract period (i.e. Contract period + 60 days) from the date of issue of Performance Guarantee Bond may be submitted within (Fifteen)15 days from the date of Order Acknowledgement 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, Purchase/Work Order / performance of the equipment / machinery, etc. this Bank shall pay to Indian Institute of Science Education and Research, Berhampur on demand and without protest or demur Rs ..... (Rupees. .....).

This Bank further agrees that the decision of Indian Institute of Science Education and Research, Berhampur (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / Purchase Order 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 Science Education and Research, Berhampur (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 We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IISER Berhampur 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.

Annexure- '8'

Checklist: Eligibility Criteria for Bidders

Sr. No.	Description	Document Attached (Yes/No)	Page No.
1.	Self-attested copy of the bidder's Registration / Incorporation Certificate/Trade License certificate.		
2.	Self-attested copy of the valid Retail Drug License/FSSAI license issued by the appropriate Government Agency/Authority (from the Drugs Control Department, Govt. of Odisha, under the provisions of the Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945).		
3.	Statement of annual turnover for the last five financial years in support of the eligibility criteria mentioned, duly certified by a registered and practising Chartered Accountant.		
4.	Self-attested copies of Work Orders/Contracts/Work Completion/Satisfactory performance certificates/performance appraisal certificates fulfilling the eligibility criteria.		
5.	Self-attested copy of the PAN issued under the name of the firm.		
6.	Self-attested copy of the Aadhaar Card of the proprietor(s)/owner(s) of the bidding firm/agency.		
7.	Self-attested copy of the GST registration certificate of the firm.		
8.	Self-attested copy of the passbook of the Current Account.		
9.	Non-blacklisting undertaking by the bidder on their letterhead.		

10.	Affidavit of non-conviction and non-pendency of cases by any Drugs Control Authority and under the Drugs and Cosmetics Act and Rules issued by the Drugs Licensing Authority.		
11.	Self-declaration regarding the method of disposal of expired medicines.		
12.	Qualification Criteria: Technical bid (Ref. Annexure '1')		
13.	Format of Financial Bid (Ref. Annexure '2')		
14.	Format of Bid Acceptance Letter (ref. Annexure '3')		
15.	Bidder Information Form (Ref. Annexure '4')		
16.	Annual Turnover and Profit Details (Ref. Annexure '5')		
17.	Declaration for non-blacklisting/debarment (Ref Annexure '6')		
18.	Format for Performance Guarantee Bond (Ref Annexure '7')		

फर्म के साइन और सील
Sign & Seal of the firm

***तारीख*: / Date: _____**

Institute Bank Account details

Bank account detail	
Institution's Account Name	IISER BERHAMPUR REVENUE ACCOUNT
Account No	37927733884
IFSC code	SBIN0000033
Bank Name (in full)	State Bank Of India
Branch Name	Berhampur Main Branch
Branch Address	Utkal Ashram Road, Berhampur-760001
Account Type	Current