#### INDIAN INSTITUTE OF TECHNOLOGY DELHI Hauz Khas, New Delhi-110016 Health Unit

### Notice Inviting Quotation (E-Procurement mode) कोटेशन को आमंत्रित करने की सूचना (इ-प्रोक्योर्मेंट मोड)

Dated/ दिनांक: 19/01/2024

# Open Tender Notice No. / खुला प्रस्ताव निविदा सूचना नंबर: IITD/KHOS(SP-4511)/2023

Indian Institute of Technology Delhi is in the process of identifying a well-established agency who owns a chain of chemist shops and willing to open and run one more outlet (chemist shop) under its banner in 186.26 sq. ft. room located adjacent to IIT Delhi hospital building. This identification is done through open tender process. The details of eligibility conditions the bidder should satisfy to submit a valid bidding and terms and condition for running the shop are given below.

Details of the item आइटम का विवरण	OPENING AND RUNNING "16 hours x 7 days" Pharmacy / Chemist Shop AT IIT Delhi.
Earnest Money Deposit to be submitted बयाना जमा करने के लिए जमा राशि	₹2,00,000.00 (Two Lakh Rupees Only)
Performance security निष्पादन सुरक्षा	Rs. 3,00,000/-(Three Lakh Rupees Only)

downloaded Central Public Documents be from Procurement may http://eprocure.gov.in/eprocure/app . Aspiring Bidders who have not enrolled / registered in eshould enroll / register before participating through http://eprocure.gov.in/eprocure/app . The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.

निविदा दस्तावेज केन्द्रीय सार्वजनिक खरीद पोर्टल <a href="http://eprocure.gov.in/eprocure/app">http://eprocure/app</a> से डाउनलोड हो सकते हैं ई-प्रोक्योरमेंट में पंजीकृत नहीं होने वाले इच्छुक बोलीदाताओं को वेबसाइट <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> के माध्यम से भाग लेने से पहले पंजीकरण करना चाहिए। पोर्टल नामांकन मुफ्त है बोलीदाताओं को सलाह दी जाती है कि 'ऑनलाइन बोली के लिए निर्देश' पर दिए गए निर्देशों के माध्यम से जाने की सलाह दी जाए। Tenderers can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type 'IIT'. Thereafter, Click on "GO" button to view all IIT Delhi tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> as per the schedule given in the next page.

निविदाकर्ता वेबसाइट पर निविदा दस्तावेज का उपयोग कर सकते हैं (एनआईसी साइट में खोज के लिए, कृपया निविदा खोज विकल्प और 'आईआईटी' टाइप करें। उसके बाद, सभी आईआईटी दिल्ली निविदाओं को देखने के लिए "गो" बटन पर क्लिक करें) उपयुक्त निविदा का चयन करें और उन्हें सभी प्रासंगिक सूचनाओं से भरें और वेबसाइट पर <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> पर पूरा निविदा दस्तावेज ऑनलाइन जमा करें। अगले पृष्ठ में दिए गए कार्यक्रम के अनुसार

No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the E-procurement portal).

कोई मैन्युंअल बोली स्वींकार नहीं की जाएगी। सभी कोटेशन (तकनीकी और वित्तीय दोनों को ई-प्रोक्योरमेंट पोर्टल में जमा करना चाहिए)

### **SCHEDULE**

Name of Organization	Indian Institute of Technology Delhi
Tender Type	Open
(Open/Limited/EOI/Auction/Single/Global)	Open
Tender Category (Services/Goods/works)	Goods
Type/Form of Contract (Work/Supply/	Supply
Auction/ Service/ Buy/ Empanelment/ Sell)	бирргу
Product Category (Civil Works/Electrical	Others
Works/Fleet Management/ Computer Systems)	Cincis
Is Multi Currency Allowed	INR
Date of Issue/Publishing	19/01/24 (17:00 Hrs)
Document Download/Sale Start Date	19/01/24 (17:00 Hrs)
Document Download/Sale End Date	08/02/24 (15:00 Hrs)
Date for Pre-Bid Conference	27/01/24 (15:00 Hrs)
Venue of Pre-Bid Conference	IIT Delhi Hospital Committee room
Last Date and Time for Uploading of Bids	08/02/24 (15:00 Hrs)
Date and Time of Opening of Technical Bids	09/02/24 (15:00 Hrs)
Last Date and Time for Uploading of Bids	15/02/24 (15:00 Hrs) Revised Date
Date and Time of Opening of Technical Bids	16/02/24 (15:00 Hrs) Revised Date
Earnest Money Deposit (EMD)	₹2,00,000.00 (Two Lakh Rupees Only)
Mode of Payment of EMD	Rs.2,00,000/- (For EMD)
,	(To be paid through RTGS/NEFT. IIT
	Delhi Bank details are as under:
	Name of the Bank A/C : IITD Revenue
	Name of the Bank A/C : IITD Revenue Account
	Account
	Account SBI A/C No. : 10773572622
	Account SBI A/C No. : 10773572622 Name of the Bank of India, IIT Delhi, Hauz Khas,
	Account SBI A/C No. : 10773572622 Name of the Bank of India, IIT Delhi, Hauz Khas, New Delhi-110016
	Account SBI A/C No. : 10773572622 Name of the Bank of India, IIT Delhi, Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077
	Account SBI A/C No. : 10773572622 Name of the Bank of India, IIT Delhi, Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156
	Account SBI A/C No. : 10773572622 Name of the Bank of India, IIT Delhi, Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156 Swift No. : SBININBB547
	Account SBI A/C No. : 10773572622 Name of the Bank of India, IIT Delhi, Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156 Swift No. : SBININBB547 (This is mandatory that UTR Number is
	Account SBI A/C No. : 10773572622 Name of the Bank of India, IIT Delhi, Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156 Swift No. : SBININBB547 (This is mandatory that UTR Number is provided in the on-line quotation/bid.
	Account SBI A/C No. : 10773572622 Name of the Bank : State Bank of India, IIT Delhi,  Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156 Swift No. : SBININBB547 (This is mandatory that UTR Number is provided in the on-line quotation/bid. (Kindly refer to the UTR Column of the
	Account SBI A/C No. : 10773572622 Name of the Bank : State Bank of India, IIT Delhi,  Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156 Swift No. : SBININBB547 (This is mandatory that UTR Number is provided in the on-line quotation/bid. (Kindly refer to the UTR Column of the Declaration Sheet at Annexure-II)
No. of Covers (1/2/3/4)	Account SBI A/C No. : 10773572622 Name of the Bank of India, IIT Delhi, Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156 Swift No. : SBININBB547 (This is mandatory that UTR Number is provided in the on-line quotation/bid. (Kindly refer to the UTR Column of the Declaration Sheet at Annexure-II) 02
	Account SBI A/C No. : 10773572622 Name of the Bank : State Bank of India, IIT Delhi,  Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156 Swift No. : SBININBB547 (This is mandatory that UTR Number is provided in the on-line quotation/bid. (Kindly refer to the UTR Column of the Declaration Sheet at Annexure-II)  02  120 days (From last date of opening of
Bid Validity days (180/120/90/60/30)	Account SBI A/C No. : 10773572622 Name of the Bank : State Bank of India, IIT Delhi,
	Account SBI A/C No. : 10773572622 Name of the Bank : State Bank of India, IIT Delhi,
Bid Validity days (180/120/90/60/30)	Account SBI A/C No. : 10773572622 Name of the Bank : State Bank of India, IIT Delhi,
Bid Validity days (180/120/90/60/30)  Address for Communication	Account SBI A/C No. : 10773572622 Name of the Bank : State Bank of India, IIT Delhi,  Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156 Swift No. : SBININBB547 (This is mandatory that UTR Number is provided in the on-line quotation/bid. (Kindly refer to the UTR Column of the Declaration Sheet at Annexure-II)  02  120 days (From last date of opening of tender) IIT Delhi Hospital, IIT Delhi, Delhi, Hauz Khas, New Delhi 110016- Mr.Himanshu
Bid Validity days (180/120/90/60/30)	Account SBI A/C No. : 10773572622 Name of the Bank : State Bank of India, IIT Delhi,  Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156 Swift No. : SBININBB547 (This is mandatory that UTR Number is provided in the on-line quotation/bid. (Kindly refer to the UTR Column of the Declaration Sheet at Annexure-II)  02  120 days (From last date of opening of tender)  IIT Delhi Hospital, IIT Delhi, Delhi, Hauz Khas, New Delhi 110016-

Chairman Purchase Committee (Buyer Member)

# Instructions for Online Bid Submission/ ऑनलाइन बोली (बिड) के लिए निर्देश:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (<u>URL:http://eprocure.gov.in/eprocure/app)</u>. The bidders are required to submit soft copies of 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, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

व्यय विभाग के निर्देशों के अनुसार, यह निविदा दस्तावेज केंद्रीय सार्वजनिक प्रापण पोर्टल (यूआरएल: http://eprocure.gov.in/eprocure/app) पर प्रकाशित किया गया है। बोलीदाताओं को मान्य डिजिटल हस्ताक्षर प्रमाण पत्र का उपयोग करते हुए सीपीपी पोर्टल पर इलेक्ट्रॉनिक रूप से अपनी बोलियों की सॉफ्ट प्रतियां जमा करना आवश्यक है। सीपीपी पोर्टल पर पंजीकरण करने के लिए निविदाकर्ताओं की सहायता करने के लिए नीचे दिए गए निर्देशों का मतलब है, सीपीपी पोर्टल पर आवश्यकताओं के अनुसार अपनी बोलियां तैयार करें और अपनी बोलियां ऑनलाइन जमा करें।

More information useful for submitting online bids on the CPP Portal may be obtained at: अधिक जानकारी सीपीपी पोर्टल पर ऑनलाइन बोलियां जमा करने के लिए उपयोगी हो सकती है: <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>

#### **REGISTRATION**

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:http://eprocure.gov.in/eprocure/app) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
  - बोलीदाताओं को "नामांकन के लिए यहां क्लिक करें" लिंक पर क्लिक करके सेंट्रल पब्लिक प्रोक्युरमेंट पोर्टल (यूआरएल: http: //eprocure.gov.in/eprocure/app) के ई-प्रोक्योरमेंट मॉड्यूल पर भर्ती करना आवश्यक है। सीपीपी पोर्टल पर नामांकन नि: शुल्क है
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
  - नामांकन प्रक्रिया के भाग के रूप में, बोलीदाताओं को अपने खाते के लिए एक अद्वितीय उपयोगकर्ता नाम चनना होगा और एक पासवर्ड प्रदान करना होगा।
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
  - बोलीदाताओं को सलाह दी जाती है कि पंजीकरण प्रक्रिया के भाग के रूप में अपना वैध ईमेल पता और मोबाइल नंबर पंजीकृत करें। इन का उपयोग सीपीपी पोर्टल से किसी भी संचार के लिए किया जाएगा।
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
  - नामांकन पर, बोलीदाताओं को सीसीए इंडिया द्वारा मान्यता प्राप्त किसी प्रमाणन प्राधिकरण द्वारा जारी किए गए अपने मान्य डिजिटल हस्ताक्षर प्रमाण पत्र (कक्षा द्वितीय या कक्षा III प्रमाण पत्र के साथ महत्वपूर्ण उपयोग पर हस्ताक्षर करने) की आवश्यकता होगी (जैसे सिफी / टीसीएस / एनकोड / ई-मुद्रा आदि), उनके प्रोफाइल के साथ
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

केवल एक मान्य डीएससी एक बोलीदाता द्वारा पंजीकृत होना चाहिए। कृपया ध्यान दें कि निविदाकर्ता यह सुनिश्चित करने के लिए ज़िम्मेदार हैं कि वे अपने डीएससी को दूसरों को उधार नहीं देते हैं जिससे दुरुपयोग हो सकता है।

• Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

बोलीदाता फिर अपने यूजर आईडी / पासवर्ड और डीएससी / ईटीकेन के पासवर्ड को दर्ज करके सुरक्षित लॉग-इन के माध्यम से साइट पर लॉग ऑन करता है।

# SEARCHING FOR TENDER DOCUMENTS/ निविदा दस्तावेजों के लिए खोजना

• 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.

सीपीपी पोर्टल में निर्मित विभिन्न खोज विकल्प हैं, ताकि बोलीदाताओं को कई मापदंडों से सक्रिय निविदाएं खोज सकें। इन मापदंडों में निविदा आईडी, संगठन का नाम, स्थान, तिथि, मूल्य आदि शामिल हो सकते हैं। निविदाओं के लिए उन्नत खोज का एक विकल्प भी है, जिसमें बोलीदाता कई नामों को जोड़ सकते हैं जैसे संगठन का नाम, अनुबंध का स्थान, स्थान, सीपीपी पोर्टल पर प्रकाशित निविदा की खोज के लिए तारीख, अन्य कीवर्ड आदि।

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 / email in case there is any corrigendum issued to the tender document.

बोलीदाताओं ने एक बार निविदाएं चुनी हैं जिसमें वे रुचि रखते हैं, उसका वे आवश्यक दस्तावेज / निविदा कार्यक्रम डाउनलोड कर सकते हैं। ये निविदाएं 'मेरी निविदाओं' फ़ोल्डर में ले जाई जा सकती हैं। इससे सीपीपी पोर्टल को बोलीदाताओं को एसएमएस / ई-मेल के माध्यम से सूचित किया जा सकता है, यदि निविदा दस्तावेज में कोई शुद्धि जारी कि गई है।

• 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.

बोलीदाता को प्रत्येक निविदा को निर्दिष्ट अद्वितीय निविदा आईडी का नोट बनाना चाहिए, अगर वे हेल्पडेस्क से कोई स्पष्टीकरण / सहायता प्राप्त करना चाहते हैं।

# PREPARATION OF BIDS / बोली (बिड) की तैयारी

• Bidder should take into account any corrigendum published on the tender document before submitting their bids.

बोलीदाता को अपनी बोलियां जमा करने से पहले निविदा दस्तावेज पर प्रकाशित किसी भी शुद्धि को ध्यान में रखना चाहिए।

Please go through the tender advertisement and the tender document carefully to understand
the documents required to be submitted as part of the bid. Please note the number of covers
in which the bid documents have to be submitted, the number of documents - including the
names and content of each of the document that need to be submitted. Any deviations from
these may lead to rejection of the bid.

कृपया बोली के भाग के रूप में जमा किए जाने वाले दस्तावेजों को समझने के लिए निविदा विज्ञापन और निविदा दस्तावेज ध्यान से देखें। कृपया उन अंकों की संख्या पर ध्यान दें जिन में बोली दस्तावेज जमा करना है, दस्तावेजों की संख्या - जिसमें प्रत्येक दस्तावेज के नाम और सामग्री शामिल हैं, जिन्हें प्रस्तुत करने की आवश्यकता है। इनमें से कोई भी विचलन बोली को अस्वीकार कर सकता है।

- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
  - बोलीदाता, अग्रिम में, निविदा दस्तावेज / अनुसूची में बताए अनुसार प्रस्तुत करने के लिए बोली दस्तावेज तैयार करना चाहिए और आम तौर पर, वे पीडीएफ / एक्सएलएस / आरएआर / डीडब्ल्यूएफ स्वरूपों में हो सकते हैं। बोली दस्तावेजों को 100 डीपीआई के साथ काले और सफेद विकल्प स्कैन किया जा सकता है।
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

मानक दस्तावेजों के एक ही सेट को अपलोड करने के लिए आवश्यक समय और प्रयास से बचने के लिए जो प्रत्येक बोली के भाग के रूप में जमा करने के लिए आवश्यक हैं, ऐसे मानक दस्तावेज अपलोड करने का प्रावधान (जैसे पैन कार्ड कॉपी, वार्षिक रिपोर्ट, लेखा परीक्षक प्रमाण पत्र आदि) ) बोलीदाताओं को प्रदान किया गया है। ऐसे दस्तावेजों को अपलोड करने के लिए बोलीकर्ता उनके लिए उपलब्ध "मेरा स्पेस" क्षेत्र का उपयोग कर सकते हैं। बोली जमा करते समय ये दस्तावेज़ सीधे "मेरा स्पेस" क्षेत्र से जमा किए जा सकते हैं, और उन्हें बार-बार अपलोड करने की ज़रूरत नहीं है इससे बोली जमा प्रक्रिया के लिए आवश्यक समय में कमी आएगी।

# SUBMISSION OF BIDS/ बोली (बिड) का जमा करना

- Bidder should log into the site well in advance for bid submission so that he/she upload the
  bid in time i.e. on or before the bid submission time. Bidder will be responsible for any
  delay due to other issues.
  - बोलीदाता को बोली प्रस्तुति के लिए अच्छी तरह से साइट पर लॉग इन करना चाहिए ताकि वह समय पर बोली अपलोड कर सके या फिर बोली प्रस्तुत करने के समय से पहले। अन्य मुद्दों के कारण किसी भी देरी के लिए बोलीदाता जिम्मेदार होगा।
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
  - बोलीदाता को निविदा दस्तावेज में दर्शाए अनुसार एक-एक करके आवश्यक बोली दस्तावेजों को डिजिटल हस्ताक्षर और अपलोड करना होगा।
- Bidder has to select the payment option as "on-line" to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever, EMD / Tender fees is sought, bidders need to pay the tender fee and EMD separately on-line through RTGS (Refer to Schedule, Page No.2).

बोलीदाता को निविदा शुल्क / ईएमडी को भुगतान के लिए "ऑन लाइन" के रूप में भुगतान विकल्प चुनना होगा और उपकरण का विवरण दर्ज करना होगा। जब भी, ईएमडी / निविदा शुल्क की मांग की जाती है, बोलीदाताओं को टेंडर शुल्क और ईएमडी अलग-अलग आरटीजीएस के माध्यम से ऑन लाइन पर भुगतान करने की आवश्यकता होती है (अनुसूची, पेज नं .2 देखें)।

• A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

एक मानक BoQ प्रारूप को सभी बोलीदाताओं द्वारा भरने के लिए निविदा दस्तावेज प्रदान किया गया है। बोलीदाताओं को इस बात का ध्यान रखना चाहिए कि उन्हें आवश्यक प्रारूप में अपनी वित्तीय बोली जमा करनी चाहिए और कोई अन्य प्रारूप स्वीकार्य नहीं है। बोलीकर्ताओं को BoQ फाइल को डाउनलोड करने, इसे खोलने और अपने संबंधित वित्तीय उद्धरण और अन्य विवरण (जैसे बोलीदाता का नाम) के साथ सफेद रंगीन (असुरक्षित) कोशिकाओं को पूरा करना आवश्यक है। कोई भी अन्य कक्ष नहीं बदला जाना चाहिए। एक बार विवरण पूरा हो जाने पर, बोलीदाता को इसे सहेजना होगा और इसे ऑनलाइन जमा करना होगा, बिना फ़ाइल नाम बदलना। यदि BOQ फ़ाइल को बोलीदाता द्वारा संशोधित किया गया है, तो बोली को खारिज कर दिया जाएगा।

- The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
  - सर्वर का समय (जो बोलीदाताओं के डैशबोर्ड पर प्रदर्शित होता है) बोलीदाताओं द्वारा बोलियों को खोलने के लिए समय सीमा को संदर्भित करने के लिए मानक समय के रूप में माना जाएगा। बोलीदाताओं को खोलना आदि। बोलीदाताओं को बोली प्रस्तुत करने के दौरान इस समय का पालन करना चाहिए।
- All the documents being submitted by the bidders would be encrypted using PKI encryption
  techniques to ensure the secrecy of the data. The data entered cannot be viewed by
  unauthorized persons until the time of bid opening. The confidentiality of the bids is
  maintained using the secured Socket Layer 128 bit encryption technology. Data storage
  encryption of sensitive fields is done.
  - बोलीदाताओं द्वारा प्रस्तुत सभी दस्तावेज पीकेआई एन्क्रिप्शन तकनीकों का उपयोग करके एन्क्रिप्ट किया जाएगा जिससे डेटा की गोपनीयता सुनिश्चित हो सके। दर्ज किए गए डेटा को अनिधकृत व्यक्तियों द्वारा बोली खोलने के समय तक नहीं देखा जा सकता है। बोलियों की गोपनीयता को सुरक्षित सॉकेट लेयर 128 बिट एन्क्रिप्शन तकनीक का उपयोग कर रखा जाता है। संवेदनशील क्षेत्रों का डेटा संग्रहण एन्क्रिप्शन किया जाता है।
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

अपलोड किए गए निविदा दस्तावेज केवल अधिकृत बोलीदाता द्वारा निविदा खोलने के बाद ही पठनीय हो सकते हैं।

- Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
  - बोलियों के सफल और समय पर जमा होने पर, पोर्टल एक सफल बोली प्रस्तुत करने का संदेश देगा और एक बोली सारांश बोली संख्या के साथ प्रदर्शित किया जाएगा। और अन्य सभी प्रासंगिक विवरणों के साथ बोली प्रस्तुत करने की तारीख और समय।
- Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.
   कृपया अनुपालन पत्रक की एक पीडीएफ फाइल में सभी प्रासंगिक दस्तावेजों के स्कैन किए
   गए पीडीएफ़ को जोड़ दें।

# ASSISTANCE TO BIDDERS / बोलीदाताओं को सहायता

- 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.
  - निविदा दस्तावेज से संबंधित कोई भी प्रश्न और इसमें निहित नियमों और शर्तों को निविदा आमंत्रण प्राधिकरण को निविदा के लिए या निविदा में वर्णित प्रासंगिक संपर्क व्यक्ति से संबोधित किया जाना चाहिए।
- 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. The contact number for the helpdesk is 1800 233 7315.
  - ऑनलाइन बोली प्रस्तुत करने या सामान्य में सीपीपी पोर्टल से संबंधित प्रश्नों की प्रक्रिया से संबंधित कोई भी प्रश्न 24x7 सीपीपी पोर्टल हैल्पडेस्क पर निर्देशित किया जा सकता है। हेल्पडेस्क के लिए संपर्क संख्या 1800 233 7315 है

# General Instructions to the Bidders / बोलीदाताओं के लिए सामान्य निर्देश

- The tenders will be received online through portal <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> . In the Technical Bids, the bidders are required to upload all the documents in .pdf format. निविदाएं पोर्टल <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> के माध्यम से ऑनलाइन प्राप्त होंगी तकनीकी बोलियों में, बोलीदाताओं को सभी दस्तावेजों को। पीडीएफ प्रारूप में अपलोड करना होगा।
- Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> under the link "Information about DSC".
  - कंपनी के नाम में स्मार्ट कार्ड / ई-टोकन के रूप में मान्य क्लास II / III डिजिटल हस्ताक्षर प्रमाण पत्र (डीएससी) के पंजीकरण के लिए एक शर्त है और <a href="https://eprocure.gov.in/eprocure/">https://eprocure.gov.in/eprocure/</a> के माध्यम से बोली प्रस्तुत करने की गतिविधियों में भाग ले सकते है। डिजिटल हस्ताक्षर प्रमाण पत्र अधिकृत प्रमाणित एजेंसियों से प्राप्त की जा सकती है, जिनमें से जानकारी "डीएससी के बारे में सूचना" लिंक के तहत वेब साइट <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> पर उपलब्ध है।

Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.

निविदाकर्ता को सलाह दी जाती है कि वे निविदाकार को निर्देश दिए गए हों ताकि ई-प्रोक्योरमेंट के लिए सेंट्रल पब्लिक प्रोकॉर्ममेंट पोर्टल के जिरए <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> पर

ऑनलाइन निविदाएं जमा कर सकें।

# Indian Institute of Technology

Hauz Khas, New Delhi-110 016 <u>Health Unit</u>

#### NOTICE INVITING QUOTATIONS

Subject: OPENING AND RUNNING "16 hours x 7 days" Pharmacy / Chemist Shop at IIT Delhi.

#### **Invitation for Tender Offers**

Indian Institute of Technology Delhi is in the process of identifying a well-established agency who owns a chain of chemist shops and willing to open and run one more outlet (chemist shop) under its banner in 186.26 sq. ft. room located adjacent to IIT Delhi hospital building. This identification is done through open tender process. The details of eligibility conditions the bidder should satisfy to submit a valid bidding and terms and condition for running the shop are given below:

#### **TERMS & CONDITIONS:**

Sl.	Technical Specifications	
No.		
1.	The conditional bids (tenders) will be summarily rejected.	
2.	Compliancy certificate: This certificate must be provided indicating conformity to	
	the technical specifications. (Annexure-I)	
3.	Minimum experience of managing a chain of chemist shops, doing	
	selling/dispensing of medicines:	
	The bidders must have at least 5 years work experience of in running the retail	
	pharmacies in Delhi/NCR as on the last date of receipt of tender. Duly attested	
	copies of valid license held by the chain of chemist/ pharmacy issued by the Drug	
	Control Authority of the State under the provision of Drug Control Authority of the	
	State under the provision of Drugs & Cosmetics Act. 1940, as amended from time to	
	time and Rules made there under (for existing establishments) must be attached	
4.	with the offer.  GST Registration certificate should be available with the bidder for at least 3 years.	
4.	The bidder must have Trade Tax/GST/Sales Tax registration number and	
	TAN/PAN/TIN numbers. Copies of the TIN and Sales Tax/GST Registration	
	Certificate and copy of PAN card should also be submitted with the tender.	
5.	No conviction or penalty by the State authority:	
	The bidding firm must not have been convicted by the State Drugs authorities and no	
	case should be pending under the Drugs and Cosmetics Act and Rules, and Rules	
	made there under as well as under Drug Price Control Order (DPCO) against the firm	
	during the last 5 years.	
6.	Minimum number of shops the bidder should own at the time of bidding for	
	submitting a valid bid	
	The bidder should own at least a chain of 3 chemist shops, located in NCR Delhi. The	
	complete list of shops with addresses, date of commencement of the shop and contact	
	numbers should be attached with the bid/tender.	
7.	Annual turnover of all Chemist shops owned by the bidder	
	The bidding firm should have average annual turnover (core medicines business only)	
	of Rs. 60 crore for the preceding 3 financial years. (Copies of the Audited Balance	
	Sheets for the preceding three financial years to establish the turnover of the bidder).	
8.	The IIT Delhi does not guarantee any volume of sales from the medicine shop to	
	enable it meet the aforesaid offer.	
9.	The bidder is advised to see the shop/space available at site in his/her own interest.	

- 10. **EMD** (if applicable): The tenderer should submit an EMD amount through RTGS/NEFT. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. Refer to Schedule (at page 1 of this document) for its actual place of submission.
- 11. **Refund of EMD**: The EMD will be returned to unsuccessful Tenderer only after the Tenders are finalized. In case of successful Tenderer, it will be retained till the successful opening of the shop and same may be adjusted against the performance security.
- Opening of the tender: The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) received along with EMD will be opened as mentioned at "Annexure: Schedule" in presence of bidder's representative if available. Only one representative will be allowed to participate in the tender opening. Bid received without EMD will be rejected straight way. The technical bid will be opened online first and it will be examined by a technical committee (as per specification and requirement). The financial offer/bid will be opened only for the offer/bid which meets all technical requirements as per the specifications list in NIQ, and will be opened in the presence of the vendor's representatives subsequently for further evaluation. The bidders if interested may present at the bid opening time. The bidder should produce authorization letter from their company to participate in the tender opening.
- 13. **Acceptance/ Rejection of bids:** The Committee reserves the right to reject any or all offers without assigning any reason.

# Tender Finalization: allotment of shop and permission (license) to run the Chemist shop

- 14. The successful bidder shall be allotted a shop of the Institute campus and shall be a licensee of the Institute. The chemist shop/outlet shall be run only from this shop on the terms and conditions stipulated by the Institute.
- 15. The Licensee shall always be a bare Licensee of the said Shop / Commercial Establishment / Premises and nothing herein contained shall be construed as conferring ownership of the said Shop / Commercial Establishment / Premises or any part thereof so as to give the Licensee any interest therein. The overall control and superintendence of the said Shop/Commercial Establishment/Premises shall remain with the Licensor through the Commercial Establishment Monitoring Committee (CEMC) & Commercial Establishment Licensing Committee (CELC) whose officials shall, at all reasonable hours, be entitled to inspect the said shop to ensure its bonafide use.
- 16. The Licensee will have to sign license deed in the standard format and must abide by all other terms and conditions which are imposed by IIT Delhi time to time.
- 17. The Licensee shall bear and pay the cost, charges and expenses or any incidentals, for the preparation and execution of licence deed, in original as well as in duplicate
- 18. The Licensor shall retain the original License Deed and Licensee shall keep the duplicate copy (photocopy) of the License Deed.
- 19. The Licensee will not permit the use of the shop premises for any of other purpose other than the purpose of the License or in any other way whatsoever. The Licensee shall not sublet the premises of the shop to any entity/individual/party/organization/company.
- 20. Licensee should retain the title of the shop for which she/he has submitted the bid.

- 21. The Licensee shall give to the IIT Delhi the Licensee fee as and when bill is raised by the Estate Section. The size of the shop is 186.26sq.ft (17.31sq. m) and the present license fee is @ Rs. 32.06/- per sq. feet. per month plus GST as applicable. The License fee shall be revised as and when it is revised/ notified by Directorate of Estate, Govt. of India.
- 22. The Licensee will be required to deposit an amount equal to 12 months of License Fee as Security Deposit with the Licensor. The security deposit will be non-interest bearing and shall be returned to the Licensee after expiry or soon after termination of the license, after making deductions, if any, against unpaid bills, damages, etc.
- 23. The Licensee shall apply to the Drug Controller, fulfilling all requirements of Drug controller authority, and obtain permission to run the Medical / Chemist shop/Outlet in the campus. All these necessary permissions required from concerned department shall be obtained by Licensee within 30 days of issue of allotment letter and attested copies thereof shall be submitted with the Institute.
- 24. The Allotment on license fee basis will be given initially for a period of 3 years (three years), with renewal of licence annually based on performance review by CELC on the recommendations of CEMC with provision of annual renewal upto 5 years from date of initial allotment with enhancement in license fee as and when increased by the Directorate of Estates (Ministry of Urban Development) subject to the fulfilment of the Allotment / License deed Conditions and review of performance by duly authorized committee of IITD. If the Licensee intends to renew the License for the next year they will have to apply in writing to the IITD for such renewal at least three months before the expiry of the subsisting license deed. Failing to do so this license deed shall stand lapsed/ deemed to be cancelled automatically and Licensee shall be treated as unauthorized occupant and shall be evicted forthwith from the premises, besides being liable for unauthorized use and occupation charges. Such application for renewal shall be considered only if all previous dues are cleared by licensee.
- 25. If the License fee or any other part thereof shall at any time be in arrears or remains unpaid after the due date or if Licensee at any time fails or neglects to perform or observe any of the terms and conditions required to be observed and performed then in that event the IIT Delhi may without prejudice to its general right of revocation of the license deed, determine the license deed and re- enter the premises in question or any other part thereof. Licensee shall upon such determination peacefully give up possession of the premises in question without any right to compensation whatsoever, without prejudice to any right to action or remedy of the IIT Delhi in respect of any breach of terms and condition and covenants on the part of Licensee.
- Non-payment / Delayed payment of dues by Vendors / Licensees:

  The license fee or other dues shall be paid by the Licensee as per dates mentioned in the bills raised by Estate Office, IITD and paid through account payee Cheque / DD / UPI / NEFT / RTGS drawn in favor of Registrar, IITD. No bills for the license fee shall be generated and it shall be the responsibility of the Licensee to ensure timely payment of the license fee. Late payment of License fee or other dues (water & electricity) will attract penalties and other penal interests @ Rs.500/- per month or 18% per annum of amount due computed on monthly basis, whichever is higher. Licensor reserves the right to discontinue the license of any commercial establishment for non-payment of amount due for a period more than 3 months by

the Licensee.

Penalties can also be imposed on the Licensee for violation, on their part, of any term and condition of License Deed. All such complaints received directly or through

Commercial Establishment Monitoring Committee of IIT Delhi (herein referred as CEMC), shall be further examined in CELC or by the Estate Officer under intimation to the Chairman, CELC before deciding the penalty. CEMC is a non-statutory body of IIT Delhi with a mandate to carryout random / surprise checks on rates, quality of food, service, general cleanliness and hygiene of premises maintained by the Licensee. The penalty can be imposed in the following manner: -

On 1st complaint: Rs.2000/- and a warning to improve and comply with the orders from the Estate Officer. In the event of non-payment of penalty amount by the Licensee within the stipulated date, the Licensor reserves the right to deduct/ recover the said amount from the security deposit amount of the Licensee.

On 2nd complaint: Rs.3000/- and a warning to comply with the orders from the Estate Officer. In the event of non-payment of penalty amount by the Licensee within the stipulated date, the Licensor reserves the right to deduct / recover the said amount from the security deposit amount of the Licensee.

On 3rd complaint: Rs.5000/- and issuing of show cause notice for cancellation of License by the Licensor. In the event of non-payment of penalty amount by the Licensee within the stipulated date, the Licensor reserves the right to deduct / recover the said amount from the security deposit amount of the Licensee.

Institute reserve the right to discontinue the license of the licensee for nonpayment of dues for a period of more than 03 months.

- 27. IIT Delhi will provide electrical connection at one point and same shall be chargeable on actual consumption and on prevailing commercial rates. Similarly, water connection shall be provided by IIT Delhi and Licensee shall have to pay on actual consumption on prevailing commercial rates for water charges.
- 28. The License for the chemist shop may be terminated by either side by giving a three months notice. Upon expiry of the license period or termination of the License, the Licensee shall clear all the dues of the IIT Delhi and close its business. Licensee will thereafter have no right to carry on business at the premises. The Licensee will forthwith remove its goods/furniture etc. and the IIT Delhi shall have the undisputed right to make use of the premises in the manner and discretion of the IIT Delhi. In case the Licensee does not remove its articles and goods, the same shall be removed by the IIT Delhi at the risk and cost of the Licensee and the Licensee shall have no claim whatsoever on this account against the IIT Delhi. In addition, the Licensee shall be treated to be trespasser and shall be under the liability to pay damages for such period of unauthorized use and occupation. Institute may without prejudice its rights, recover such amounts from the PBG.
- 29. The IIT Delhi may at any time at their discretion call upon the Licensee to remove its goods from the premises and give it an alternative space. If any fresh license deed is not executed for any reason, whatsoever, three months prior to the expiry of the initial period of three year, it will be presumed that the license deed has not been renewed and the use of the premises by the Licensee after such date of expiry shall be considered as unauthorized.
- 30. No vehicle used for transportation / Carriage of materials etc., shall be parked in the premises except during the time of loading / unloading of materials
- Termination for Default
  The Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the chemist, terminate the Contract in whole or part:

- a. If the chemist fails to deliver any or all of the goods within the period(s) or within any extension thereof granted by the IIT Delhi; or
- b. If the chemist fails to perform any other obligation(s) under the Contract.
- c. If the chemist, in the judgment of the Institute has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. For the purpose of this Clause:

**Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

**Fraudulent practice** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

e. In the event the chemist terminates the Contract in whole or in part, the IIT Delhi may procure, upon such terms and in such manner, as it deems appropriate.

#### 32. Performance Bank Guarantee (PBG):

The Licensee shall deposit with the IIT Delhi a sum Rs. 3,00,000/-(Rupees three Lakhs Only) in the form of a Performance Bank Guarantee (PBG) furnished by a scheduled/ nationalized Bank within 30 days of execution of the license deed or before opening of Chemist Shop/Outlet whichever is earlier. The said performance bank guarantee shall be valid for a period of 03 years plus 03 months from the date of execution of the license deed. In case the license is renewed, the PBG shall or kept alive for the extended period, plus 03 months thereafter.

#### 33. Force Majeure:

The Supplier shall not be liable for forfeiture of its Performance Bank Guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- a) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- b) If a Force Majeure situation arises, the chemist shall promptly notify the IIT Delhi in writing of such conditions and the cause thereof. Unless otherwise directed by the IIT Delhi in writing, the Chemist shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 34. **Notices:** For the purpose of all notices, the following shall be the address of the IIT Delhi Purchaser and Chemist.

Purchaser: Head, Hospital Services, IIT Delhi

Indian Institute of Technology Delhi Hauz Khas, New Delhi - 110016.

Chemist: (To be filled in by the supplier)
(All bidder should submit this information as per Annexure).

#### 35. Resolution of Disputes:

The dispute resolution mechanism to be applied pursuant shall be as follows: In case of Dispute or difference arising between the IIT Delhi and the Chemist shop owner relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration& Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, Indian Institute of Technology Delhi and if she/he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

#### 36. **Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction and the place of jurisdiction would be New Delhi (Delhi), INDIA

#### 37. Notices

- a) Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address.
- b) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### 38. Taxes

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, GST in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.

- 39. Supplier Integrity: The chemist finally allotted the shop is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.
- 40. Substandard Medicines: If any of the supplied medicines by the chemist is found to be substandard or not in accordance with the description/specification the IIT Delhi has the right to reject the medicines (batch or its part). The cost of such medicines shall be refunded by the chemist with 18% interest if such payments for such medicines have already been made. All damaged or un-approved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the Chemist shop (Licensee).
- 41. All Pharmacists who are going to be deployed in the Chemist Shop. In IIT campus should have registration certificate with pharmacy council. No person without having valid registration should be used for dispensing medicines. It is the sole reasonability of licensee firm to comply with all labour laws applicable during services at IIT Delhi for safeguard of their employees.

	An employee of the Licencee, if found guilty of making a misconduct or misbehaving with any individual of IIT Delhi Community (i.e. Licensor), will be removed by the Licensee or the vendors appointed by him/her with immediate effect from the occurrence of the misconduct.
42.	The Licensee shall stock wide range of drugs and medicines that may be prescribed by the IIT Delhi Doctors.
43.	In case a specific medicine/salt is not available in the IIT Hospital pharmacy and it is required for treating the patient, IIT medical officers prepare a Supply Order (SO) and hands it over to the patient concerned. The SO is valid for five (working) days, meaning if the patient fails to submit the order to Chemist shop to draw required medicines within five days it gets automatically expired.
44.	Normally, the patient is expected to approach the Chemist shop and produce the supply order on the day it is prepared/signed. On receiving the SO, the Chemist shop is expected to handover the medicines as per the quantity printed on the SO. It is the duty of the Chemist shop to get the signature of the patient on the supply order as an acknowledgement after handing over the medicines. The patient should not be forced to buy more or less quantity/number than the quantity/numbers printed on the SO because of issues related to packaging.
45.	The supply orders may be made for generic molecules or may be made for specific brand. The chemist will not change brand if it is clearly printed on SO.
46.	Both the quantity and name of the medicines printed on the supply order should not be altered under any circumstance. If the spelling mistakes are noticed in the medicine name, the Chemist shop should return the SO back to patient and request him/her to get a fresh SO issued with correct quantity and names.
47.	Non-substitution: In case specific brand of medicines is requested the brand shall not be substituted irrationally by the Chemist shop. In case the ordered medicine is not available in the market, the Chemist shop shall bring the same information to the notice prescribing Doctor. Only Doctor shall substitute the medicine. A fresh SO will be prepared and handed over to the patient.
48.	In case of non-availability of any item, the firm will procure the requisite item from nearby market and provide the same within 24 hours to the patient.
49.	The licensee shall ensure that the medicines are dispensed as per the prescription / supply order signed by the Doctor and these are not refused or substituted. In case of non-availability of medicine, the chemist shop/ pharmacy will first make efforts to arrange the medicines from local market within 24 hours. After 48 hours if chemist shop fails to supply the medicine the shop shall return the supply order to patient duly stamped " <b>Not Issued Medicine</b> ".
50.	PENALTY / LIQUIDATED DAMAGES The licensee shall ensure that all the medicines are dispensed as per the prescription / supply order and these are not refused. In case of non-availability of medicine, the chemist shop/ pharmacy will make efforts to arrange the medicines from local market within 24 hours. After 48 hours if chemist shop fails to supply the medicine the shop shall return the supply order to patient duly stamped "Not Issued Medicine" If the Licensee fails to deliver any or all of the conditions, or fails to perform the services with the period(s) specified in the contract, IIT Delhi shall without prejudice to the other remedies specified in the contract, deduct from the contract price as liquidated damages, a sum of Rs. 5000/- for each case of delayed delivery or unperformed services.

Life period of medicines supplied: Every medicine has its own shelf-life period mentioned on the label of medicine / surgical consumables. The shelf life of medicines / surgical consumables supplied should not have passed more than one third of its shelf life at the time of supply. Licensee shall maintain adequate storage facility in relation to proper stocking of 52. medicines, provision of cold storage and maintenance of cold chain as prescribed by the manufacturer for such drugs/vaccines. 53. In case, it is found that any particular medicine(s) has expired or is spurious, the licensee will be black-listed, and face legal action as deemed fit by IIT Delhi. 54. The Licensee shall be required to adopt fair business practices by exhibiting the MRP, date of expiry and discounted amount in the bills of medicines submitted for payment and use computer software for daily sale record of supply orders and provide the record to IIT Delhi Hospital at the end of every fortnight. The Licensee will also submit the list medicines which could not be supplied writing specified time frame. The licensee is required to display the discount percentage at a prominent place in the shop. The chemist Shop/outlet shall be open for 16 hours (7:00 am to 11:00 pm). The 55. opening and closing hours will be specified by the Institute. There shall be no holiday except for national gazette holidays. The Chemist shop should prepare a consolidated bill on bimonthly basis and attach 56. all supply order against which medicines have been issued till that time. All payment will be done on the bimonthly basis. Supply order against the medicines are issued fully should not be included in the bill. The bill should be submitted in softcopy excel sheet in the format given by IIT Delhi hospital as well as same in hard copy to Head, Hospital services for further processing to release timely payment. 57. On the basis of above terms and conditions, the chain of chemist/pharmacy /applicant must mention the specific discounts on MRP of all medicines and other medical items in terms of percentage of rate, which they shall be offering as given in the financial bid. 58. That the office of Estate officer, IIT Delhi only shall have the jurisdiction to entertain any application in respect of any proceedings under this tender document/agreement. This document shall be governed by and construed in accordance with the providing laws of Govt of India and any disputed arising under this license deed can be dealt in courts at NCT of Delhi. 59. The Licensee will confine their operations within the allotted space. Any use of area beyond allocated area will be considered as encroachment and shall be dealt accordingly. If at any time, after the allotment of space it is found that the licensee has encroached on to the extra area, the licensee is liable to be penalise by levying a penalty at the rate of 1.5 times the monthly rate computed on daily basis for the duration of encroachment along with removal of encroachment. The licensee shall abide the decision of estate officer.

# 1. Evaluation of financial/commercial bids (As per Commercial Bid Template/BOQ Form-16)

- a. The commercial Bids of the technically qualified bidders shall then be opened on the notified date and time as on the CPP Portal.
- b. Commercial Bids that are not as per the provided format shall be liable for rejection.

#### 2. Selection of Bidder –

- a. The Selected bidder shall not be declared till the detailed commercial bid is not evaluated. During the evaluation, if the Purchaser finds that the detailed commercial bid is not in order or incomplete etc. then Purchaser shall treat the bid as non-viable and same shall be rejected, and EMD shall be forfeited.
- b. If any bidder withdraws his bid, at any stage after the submission of the bid, till the final evaluation or declaration of the final selected bidder, it shall be declared a defaulting bidder and EMD of such defaulting bidder shall be forfeited and PFC/Purchaser reserves right to blacklist such bidders for next three years from participating in any tender in IIT Delhi. In such a situation, the tendering process shall be continued with the remaining bidders as per their ranking.
- c. If the bidder backs out after being declared as selected bidder, it shall be declared a defaulting bidder and EMD of such defaulting bidder shall be forfeited and Purchaser reserves right to blacklist such organization for next three years from participating in any Purchaser Tender.

#### 3. FINAL EVALUATION OF BID

The Technically Qualified bidder offering the highest discount on MRP will be awarded the contract.

A complete set of tender documents\* may be Download by prospective bidder free of cost from the website <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>. Bidder has to make payment of requisite fees (i.e. Tender fees (if any) and EMD) online through RTGS/NEFT only.

# COMPLIANCE SHEET TECHNICAL SPECIFICATION

Srl	Technical Specifications	Complianc	
	(Bidder should mention whether the following clauses are complied by	e (Y/N)	
	them or not by indicating the Y/N of the Compliance column. $\rightarrow$ )	,	
1.	The conditional bids (tenders) will be summarily rejected.		
2.	Compliancy certificate: This certificate must be provided indicating		
	conformity to the technical specifications.		
	evaluation of the transfer of		
3.	Minimum experience of managing a chain of chemist shops, doing		
	selling/dispensing of medicines:		
	The bidders must have at least 5 years work experience of in running the		
	retail pharmacies in Delhi/NCR as on the last date of receipt of tender.		
	Duly attested copies of valid license held by the chain of chemist/		
	pharmacy issued by the Drug Control Authority of the State under the		
	provision of Drug Control Authority of the State under the provision of		
	Drugs & Cosmetics Act. 1940, as amended from time to time and Rules		
	made there under (for existing establishments) must be attached with the		
	offer.		
4.	GST Registration certificate should be available with the bidder for at		
	least 3 years. The bidder must have Trade Tax/GST/Sales Tax		
	registration number and TAN/PAN/TIN numbers. Copies of the TIN and		
	Sales Tax/GST Registration Certificate and copy of PAN card should		
	also be submitted with the tender.		
5.	No conviction or penalty by the State authority:		
	The bidding firm must not have been convicted by the State Drugs		
	authorities and no case should be pending under the Drugs and Cosmetics		
	Act and Rules, and Rules made there under as well as under Drug Price		
	Control Order (DPCO) against the firm during the last 5 years.		
6.	Minimum number of shops the bidder should own at the time of bidding for submitting a valid bid		
	The bidder should own at least a chain of 3 chemist shops, located in NCR		
	Delhi. The complete list of shops with addresses, date of commencement		
	of the shop and contact numbers should be attached with the bid/tender.		
7.	Annual turnover of all Chemist shops owned by the bidder		
	The bidding firm should have annual turnover (core medicines business		
	only) of Rs. 60 crore for the preceding 3 financial years. (Copies of the		
	Audited Balance Sheets for the preceding three financial years to establish		
	the turnover of the bidder).		
8.	Details of the EMD submitted is as under:		
	Rs.2,00,000/- through RTGS/NEFT to IIT Delhi		
	Name of the Bank A/C : IITD Revenue Account		
	SBI A/C No. : 10773572622		
	Name of the Bank : State Bank of India, IIT Delhi,		
	Hauz Khas, New Delhi-110016		
	IFSC Code : SBIN0001077		
	MICR Code : 110002156		
	Swift No. : SBININBB547		

	The UTR Number is:	
9.	The Licensee will not permit the use of the shop premises for any of other purpose other than the purpose of the License or in any other way whatsoever. The Licensee shall not sublet the premises of the shop to any entity/individual/party/organization/company.	
10.	Performance Bank Guarantee (PBG): The Licensee shall deposit with the IIT Delhi a sum Rs.3,00,000/-(Rupees three Lakhs Only) in the form of a Performance Bank Guarantee (PBG) furnished by a scheduled/nationalized Bank within 30 days of execution of the license deed or before opening of Chemist Shop/Outlet.	
11.	Taxes Suppliers shall be entirely responsible for all taxes, duties, license fees, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.	
12.	All Pharmacists deputed in the Chemist shop should have the registration certificate with pharmacy council. It is sole reasonability of licensee firm to comply with all labour laws applicable during services at IIT Delhi for safeguard of their employees.	
13.	The Licensee agrees to stock wide range of drugs and medicines that may be prescribed by the IIT Delhi Doctors.	
14.	IIT Delhi may issue the supply orders (SO) for generic molecules or may be made for specific brand. The chemist will not change brand if it is clearly printed on SO.	
15.	Both the quantity and name of the medicines printed on the supply order (SO) should not be altered under any circumstance. If the spelling mistakes are noticed in the medicine name, the Chemist shop should return the SO back to patient and request him/her to get a fresh SO issued with correct quantity and names.	
16.	In case of non-availability of any medicine, the firm will procure the requisite medicine from nearby market and provide the same within 24 hours to the patient at the same IIT Delhi agreed rate.	
17.	The chemist Shop/outlet shall be open for 16 hours (from 7:00am to 11:00pm every day). There shall be no holiday except for national gazette holidays.	

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

	Signature of Bidder
Name:	
Designation:	
Organization Name:	
Contact No.:	

(Signature of the Tenderer)

Seal of the Company

Name:

# << Organization Letter Head >> DECLARATION SHEET

furnished by our organization with regard to this tender specification are true and complete to the

We,

hereby certify that all the information and data

best of our knowledge. I have gone through the specification, cand agree to comply with the requirements and intent of specificorganization meets all the conditions of eligibility criteria laid d	cation. We	further	certif	ed that of
The prices quoted in the financial bids are subsidized due to aca	demic disc	ount giv	en to	IIT Dell
Parameter	Details Agency	filled	by	the
1. NAME & ADDRESS OF THE Vendor/ Manufacturer / Agent				
2. Phone				
3. E-mail     4. Contact Person Name				
Contact Person Name     Mobile Number of the Contact Person				
6. GST Number				
7. PAN Number				
8. UTR No. (For EMD of Rs. 2,00,000/-)				
9. Relevant experience for running a Chemist Shop in Delhi NCR for last five years (Give details and attach documents for proof) (Separate sheet for experience may be attached).				
10. Turnover in last three financial yrs. 2020-21, 2021-22 and 2022-23 (Attach necessary documents duly verified by qualified chartered accountant for proof).				
11. We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.				

# List of Chemist shops.

Details of three chemist shops of chain at Delhi NCR owned by the bidder			
Name	Address	Contact No.	

	Signature of Bidder
Name:	
Designation:	
Organization Name:	
Contact No.:	

#### Discount rate for IIT Delhi Campus Residents

### Indian Institute of Technology Delhi Hauz Khas, New Delhi-110016 Hospital Unit

<u>Subject</u>: Discount rate for IIT Delhi Campus Residents

Srl	Type of Drug	Discount offered on	Discount offered on
		Maximum Retail	Maximum Retail
		Price(MRP) in	Price (MRP) in
		percentage(Min 10%)	words
1.	To all IIT campus residents on		
	showing medical booklets and or		
	ID cards*		
	*This discount will not be used for		
	determining the L1 status but the		
	discount should not be less than		
	10% (ten percent) on Maximum		
	Retail Price (MRP)		

#### Note:

- 1. The above financial template should be strictly followed. Any deviation from the above template (in terms of description and specification of the item) may lead to cancellation of the tender. Any Quotation Less than 10% will not be considered.
- 2. The above quoted rate of discount on the Printed Retail Price on all items available for sale valid, till duration of this contract.
- 3. No taxes of any kind are chargeable extra on discounted price. Means discounted price will be inclusive of all taxes and duties as may be applicable.

	Signature of Bidder
Name:	
Designation:	
Organization Name:	
Contact No.:	

# **BID SUBMISSION**

# Online Bid Submission:

The Online bids (complete in all respect) must be uploaded online in **two** Envelops as explained below: -

Envelope – 1 (Following documents to be provided as single PDF file)			
SI. No.	Document	Content	File Types
1.		Compliance Sheet (Annexure - I)	.PDF
2.		Organization Declaration (Annexure - II)	.PDF
3.	Technical Bid	List of Chemist shops (Annexure-III)	.PDF
4		Discount rate for IIT Delhi Campus Residents (Annexure-IV)	.PDF
Envelope – 2			
Sl. No.	Document	Content	
1.	Financial	Price bid should be submitted in given BOQ_XXXX.xls format.	.XLS
	Bid	(Note: -Comparison of prices will be done ONLY on the bids submitted for the Main Equipment and anything asked as 'Optional' in the specs is not to be included for overall comparison.) Bids for optional items are to be submitted in 'sheet2_Quote for optional items'	