

Notice Inviting Quotation (E-Procurement mode)

INDIAN INSTITUTE OF TECHNOLOGY DELHI

HAUZ KHAS, NEW DELHI-110016

Dated: 20/09/2016

Open Tender Notice No. IITD/AHOS(SP-561)/2016

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	OPENING AND RUNNING “12x7” Pharmacy / Chemist Shop AT IIT Delhi.
Earnest Money Deposit to be submitted	Rs. 2,00,000/-
Performance security	Rs. 5,00,000/-

Tender documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <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 ‘.

The bidder 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 <http://eprocure.gov.in/eprocure/app> as per the schedule given in the next page.

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

Schedule

Name of Organization	Indian Institute of Technology Delhi
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Goods
Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/ Sell)	Supply
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Other
Is Multi Currency Allowed	No
Date of Issue/Publishing	20/09/2016 (17:00 Hrs)
Document Download/Sale Start Date	20/09/2016 (17:00 Hrs)
Document Download/Sale End Date	05/10/2016 (15:00 Hrs)
Date for Pre-Bid Conference	27/09/2016 (12:00 Hrs)
Venue of Pre-Bid Conference	Store Purchase office (AD-112), IIT Delhi, Delhi 110016
Last Date and Time for Uploading of Bids	05/10/2016 (15:00 Hrs)
Date and Time of Opening of Technical Bids	06/10/2016 (16:00 Hrs)
Tender Fee	Rs. Nil _____/- (For Tender Fee)
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 Account SBI A/C No. : 10773572622 Name of the Bank : State Bank of India, IIT Delhi, HauzKhas, 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)	02
Bid Validity days (180/120/90/60/30)	90 days (From last date of opening of tender)
Address for Communication	Head, Hospital Services, IIT Delhi, Delhi 110016
Contact No.	011-26591535
Fax No.	-
Email Address	a26621@admin.iitd.ac.in

Chairman Purchase Finalization Committee, (Buyer Member)

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). 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.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<http://eprocure.gov.in/eprocure/app>

REGISTRATION

1. 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.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. 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.
4. 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.
5. 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.
6. Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS

1. 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.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. 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.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. 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.

3. 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.
4. 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.

SUBMISSION OF BIDS

1. 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.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. 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).
4. A standard BoQ format has been provided with the tender document (Annexure V) 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. 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 then the bid will be rejected.

OR

In some cases Financial Bids can also be submitted in PDF format as well (in lieu of BOQ).

5. 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.
6. 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.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. 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.
9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

1. 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.

2. 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.

General Instructions to the Bidders

1. The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app> . In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
2. 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 <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link “Information about DSC”.
3. Bidders are advised to follow the instructions provided in the ‘Instructions to the Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

Hospital Unit
Indian Institute of Technology Delhi
Hauz Khas, New Delhi-110 016
NOTICE INVITING QUOTATIONS

Subject: **OPENING AND RUNNING “12x7” 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. No.	Conditions to be satisfied for submitting a valid bid
1	The conditional bids (tenders) will be summarily rejected
2	Compliance 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 with the offer. .
4	VAT Registration certificate should be available with the bidder for at least 3 years. The bidder must have Trade Tax/VAT/Sales Tax registration number and TAN/PAN/TIN numbers. Copies of the TIN and Sales Tax/VAT 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 5 chemist shops, located in Delhi, within radius of 15 km from IIT Delhi campus. 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 (retail medicines business only) of 5 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.

12	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 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	
16	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	
17	Licensee should retain the title of the shop for which she/he has submitted the bid	
18	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 17.31Sq. M (186.26sq.ft.) and the present license fee is @ Rs. 215/- per sq. m. per month. The License fee shall be revised as and when it is revised/ notified by Directorate of Estate, Govt. of India.	
19	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.	
20	The Allotment on license fee basis will be given initially for a period of 3 years (three years), with the 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 fulfillment 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 license deed.	
21	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.	
22	In case the License fee or any other dues like electricity / water etc. is paid after expiry of the date printed on bill additional penalty will be charged in next bill along with normal due charges as per following table.	
23	Range of Pending Amount (Rs.)	Amount of Penalty
	1-5000	Rs.500.00 per month or @18 % per annum of amount whichever is higher
	5001-10000	Rs.1000.00 per month or @ 18 % per annum of amount whichever is higher

	10001-20000	Rs.2000.00 per month or @ 18 % per annum of amount whichever is higher
23	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 IITD and Licensee shall have to pay on actual consumption on prevailing commercial rates for water charges.	
24	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..	
25	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	
26	<p>Termination for Default</p> <p>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:</p> <ul style="list-style-type: none"> ○ 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 ● If the chemist fails to perform any other obligation(s) under the Contract. ● If the chemist, in the judgment of the Institute has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. ● 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;” ● 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. 	
27	<p>Performance Bank Guarantee (PBG): The Licensee shall deposit with the IIT Delhi a sum Rs.5,00,000/-(Rupees Five 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. 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</p>	
28	<p>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.</p> <ul style="list-style-type: none"> ● 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. ● 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.
29	<p>Notices: For the purpose of all notices, the following shall be the address of the IIT Delhi Purchaser and Chemist.</p> <p>Purchaser: Head, Hospital Services, IIT Delhi Indian Institute of Technology Delhi Hauz Khas, New Delhi - 110016.</p> <p>Chemist : (To be filled in by the supplier) (All bidder should submit this information as per Annexure-V).</p>
30	<p>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.</p>
31	<p>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</p>
32	<p>Notices</p> <ul style="list-style-type: none"> • 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. • A notice shall be effective when delivered or on the notice's effective date, whichever is later.
33	<p>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, VAT in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.</p>
34	<p>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.</p>
35	<p>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 supplier.</p>
36	<p>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.</p>
37	<p>The Licensee shall stock wide range of drugs and medicines that may be prescribed by the IIT Delhi Doctors.</p>
38	<p>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 orders (SO) and hands it over to the patient concerned. The SO has the valid for five (working) days, meaning if the patient fails to submit the order to chemist to draw required medicines within five days it gets automatically expired.</p>
39	<p>The patient approaches the Chemist shop and produces the supply order. On receiving the supply order the Chemist shop is expected to handover the ordered medicines as per the quantity printed on the supply order. 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 than the quantity printed on the SO because issues related to packaging.</p>

40	The supply orders are normally made for generic molecules. Occasionally the SO may be made for specific brand. The Chemist shop should issue a medicine which costs minimum price when the SO is for generic molecule and the Chemist shop has more than two medicines meeting the requirement. The chemist will not change generic pharmaceutical product mentioned by the treating doctor.
41	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 medicines name, the chemist shop should return the supply order back to patients requesting him/her to get a fresh supply issued with correct quantity and names.
42	Non Substitution: In case specific brand of medicines is requested the brand shall not be substituted irrationally. In case the medicines are not available in the market, the licensee shall intimate to the prescribing Doctor and only Doctor shall substitute the medicine. The licensee will make the substituted medicine approved by the Medical Officer of IIT Hospital available within next 24 hrs.
43	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.
44	The licensee shall ensure that the medicines dispensed are as per the prescription / supply order of the Doctor and are not refused or substituted. In case of non-availability of substituted medicine, the chemist shop/ pharmacy shall return the supply order to patient duly stamped “ Not Issued Medicine ”.
45	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.
46	Licensee shall maintain adequate storage facility in relation to proper stocking of medicines, provision of cold storage and maintenance of cold chain as prescribed by the manufacturer for such drugs
47	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
48	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.
49	The chemist Shop/outlet shall be open for 12 hours. The opening and closing hours will be specified by the Institute. There shall be no holiday except for national gazette holidays.
50	The Chemist shop should prepare a consolidated bill on weekly basis and attach all supply order against which medicines have been issued till that time. Supply order against the medicines are issued fully should not be included in the bill. The bill should submitted to Head, Hospital services for further processing to release timely payment.
51	On the basis above terms and conditions, the chain of chemist/pharmacy /applicant must mention the discounts on MRP on all medicines and other medical items in terms of percentage of rate, which they shall be offering as given in the financial bid.
52	That the court of Estate officer, IIT Delhi only shall have the jurisdiction to entertain any application in respect of any proceedings under this agreement or to entertain any suit in connection with this agreement of licensee and other court of any other place shall have no jurisdiction to entertain any such application or suit.

Signature of duly Authorized Signatory,

M/s -----

ANNEXURE-I

COMPLIANCE SHEET
TECHNICAL SPECIFICATION

Sl. No.	Technical Specifications	Compliance Y/N
1.	The chemist must hold valid licenses as on the date of Bid opening in specified forms for various categories of allopathic medicines issued by the Drug Control authority of the State under the provisions of Drugs and Cosmetics Act, 1940. (Copy of Drug License for preceding three years.)	
2.	The chemist must not have been convicted by the State Drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.	
3.	Chemist should have at least three years experience in selling / dispensing the medicines / surgical consumable etc. and have annual turnover of 1crore for 3 financial years. (Copies of the Audited Balance Sheets for the preceding three financial years to establish the turnover of the bidder)	
4.	VAT Registration certificate should be available with the bidder for at least 3 years.	
5.	TIN allotted to the firm.	
6.	It should have "No Conviction Certificate" from State Drug Controller and certificate to this effect that there is no case pending under the Drugs & Cosmetics Act 1940 and Rules made there under as well as under Drug Price Control Order (DPCO) against the firm during the last 5 years.	
7.	Valid Registration Certificate of the organisation as per the applicable Act along with the list of Executive Members of the Organisation/ Trust/ Firm (Self-Attested photocopy of the Ownership Document, in case of firm a Partnership Deed and Registration Certificate under Companies Act along with memorandum of association etc. as the case may be)	
9.	The bidder must have the annual turnover of 5 crore for 3 financial years.	

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 Mobile No. : _____

**<< Organization Letter Head >>
DECLARATION SHEET**

We, _____ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document.

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.	NAME & ADDRESS OF THE Vendor/ Manufacturer / Agent
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 TIN Number	
7 PAN Number	
(In case of on-line payment of Tender Fees)	
8 UTR No. (For Tender Fee)	
(In case of on-line payment of EMD)	
9 UTR No. (For EMD)	
10 Kindly provide bank details of the bidder in the following format: a) Name of the Bank	
b) Account Number	
c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful bidder	
11 Relevant experience (Give details and attach documents for proof) (Separate sheet for experience may be attached)	
12 Are you running another shop/ business elsewhere? If yes, please give details	
13 Turnover in last three financial yrs. ending dt.31/03/2016. (Attach necessary documents duly verified by qualified chartered accountant for proof).	
14 Name of your Banker. Please attach certificate of your financial soundness from your banker and with your Bank Account No.	

(Signature of the Tenderer)

Name:

Seal of the Company

List of Chemist shops.

Details of five chemist shops of chain owned by the bidder		
Name	Address	Contact No.

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:-

(Following documents to be provided as single PDF file)			
Sl. No.	Documents	Content	File Types
1.	Technical Bid	Compliance Sheet as per Annexure - I	.PDF
2.		Organization Declaration Sheet as per Annexure - II	.PDF
3.		List of Chemist shops running at present along with their contact number(s). (Annexure-III)	.PDF
4.		Technical supporting documents in support of all claims made at Annexure-I (Annexure-IV)	.PDF
Envelope – 2			
Sl. No.	TYPES	Content	
1.	Financial Bid	Price bid should be submitted in PDF format. Annexure V	.PDF

Annexure V

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

Subject: OPENING AND RUNNING “12x7” Pharmacy / Chemist Shop AT IIT Delhi.

Please quote as per following format.

Srl	Type of Drug	Discount Offered (in percentage)	Discount in words
1	Medicines/ Drugs ordered through supply orders		
2	To all IIT campus residents on showing medical booklets * *This discount will not be used for determining the L1 status		

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.
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.