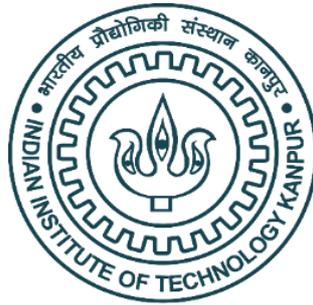


**TENDER DOCUMENT
FOR RUNNING
IN HOUSE PHARMACY OUTLET
AT
HEALTH CENTRE
OF
THE INSTITUTE**

**TENDER REFERENCE NUMBER:
IITK/EO/11/2022-23**

**ISSUED BY
ESTATE OFFICE**



**भारतीय प्रौद्योगिकी संस्थान कानपुर
INDIAN INSTITUTE OF TECHNOLOGY KANPUR
सम्पदा कार्यालय / ESTATE OFFICE**

[Room No.101D, Faculty Building, Ph#0512-259-7166/7327, Email: eoffice@iitk.ac.in]

BID DOCUMENT

Indian Institute of Technology Kanpur ("IITK") invites Bids ("Bids") from eligible, qualified and capable Individual/Firm/Companies for the sale, supply and delivery of "the Goods" and provision of associated services ("Associated Services") according to the requirements as defined in the Tender document.

Schedule of Events

Tender Reference Number	IITK/EO/11/2022-23
Name of Work / Services	To Run In House Pharmacy Outlet at Health Centre of the Institute
Publish Date & Time	26.08.2022 (18.00 hrs)
Document Download Start Date & Time	26.08.2022 (18.00 hrs)
Clarification Start Date & Time	26.08.2022 (18.00 hrs)
Clarification End Date & Time	14.09.2022 (16.00 hrs)
Queries (if any)	No queries will be entertained after clarification end date and time.
Bid Submission Start Date & Time	26.08.2022 (18.00 hrs)
Bid Submission End Date & Time	20.09.2022 (16.00 hrs)
Technical Bid Opening Date & Time	21.09.2022 (16.00 hrs)
Financial Bid Opening Date & Time	Will be separately notified to the Technically qualified / shortlisted bidders.

Some important requisite information pertaining to the outlet.

Location of the Outlet / Outlet	At Health Centre of the Institute
Area of the Outlet / Outlet	61.14 sq.mt.
EMD Amount	₹50,000/-
Cleaning & Maintenance Charges	₹500/- Per month
Timing of the Outsourced Pharmacy	Round the Clock (24x7)

Interested parties may view and download the tender document containing the detailed terms & conditions from the website www.iitk.ac.in/estateoffice/Tender

(The bids must be submitted online in electronic form on <https://eprocure.gov.in/eprocure/app> only. No physical bids will be accepted.)

INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit their bids electronically through the Central Public Procurement (CPP) Portal i.e. <http://eprocure.gov.in/eprocure/app> using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, preparation of their bids in accordance with the requirements and submission of their bids online on the CPP Portal.

1. REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrolment" option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile number. All the correspondence shall be made directly with the contractors / bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ Smart Card.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

2. SEARCHING FOR TENDER DOCUMENTS

- (i) 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.
- (ii) 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.
- (iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS:

- (i) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.

After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall 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.

- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

4. SUBMISSION OF BIDS:

- (i) 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.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/BG/ others physically sent should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BC/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of Quantities & Prices and any change / modification of the price schedule shall render it unfit for bidding.**
- (ix) **Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter, save and upload the file in financial bid cover (Price bid) only.**
- (x) **If the template of Schedule of Quantities & Price file is found to be modified/corrupted in the eventuality by the bidder, the bid will be summarily rejected and EMD amount, if any, may be forfeited.**
- (xi) **The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.**
- (xii) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**

- (xiii) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xiv) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xv) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) 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.
- (xvi) Bidder will get all benefits under Rule 153 of GFR-2017.

5. ASSISTANCE TO BIDDERS:

- (i) 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. The contact number of end user is 0512-259-7166/7327 and email: eoffice@iitk.ac.in. Please call between 10:00 hrs to 17:00 hrs on the working days.
- (ii) 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 24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and 0120-4001005. The helpdesk email id is **support-eproc@nic.in**.

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INSTRUCTION FOR E-PROCUREMENT

1. PREPARATION AND SUBMISSION OF BIDS:

- (a) The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date and time of submission of tender. The Tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app> only.
- (b) The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. Technical Bid should be upload online in Cover 1 and Financial Bid in ".Xls" should be upload online in Cover-2.

2. SUBMISSION OF THE BID :

All the interested eligible bidders are requested to submit their bids (Technical and Financial) online on CPP Portal: <http://eprocure.gov.in/eprocure/app> as per the criteria given in this document:

- (a) Technical Bid should be upload online in Cover-1.
 (b) Financial Bid should be upload online in Cover-2
 Both Technical and Financial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>) only.

3. TECHNICAL BID:

Signed and scanned copies of the Technical Bid and supporting documents as given below must be submitted on CPP Portal: <http://eprocure.gov.in/eprocure/app> under Cover-1.

List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission:-

- (i) PDF copy of Tender Document and its Corrigendum/Addendum, if any.
- (ii) PDF copy of the requisite Work Experience Certificate and copy of valid License for various categories of drugs/medicines issued by the Drugs Control Department, Govt. of UP under the provisions of the Drugs & Cosmetics Act, 1940 and the Drugs & Cosmetics Rules, 1945 and any other Act for time being in force.
- (iii) PDF copy of GST Registration Certificate, PAN and ITR of last three financial years.
- (iv) PDF copy of previous three years Turnover Certificate and Audited Statement of Accounts for last three financial years (Annexure-02).
- (v) Details of Retail Pharmacy Outlets and Hospital based Pharmacy Outlets (Annexure-03).
- (vi) Profile of the Bidder/Applicant (Annexure-04).
- (vii) PDF copy of any other supporting documents as may be deemed necessary and as is required under any other provision of the bid document and not mentioned herein above.

NOTE - No indication of rates/amounts of license fee be made in any of the documents submitted under Cover-1.

4. FINANCIAL BID:

- (i) The revenue sharing should be quoted in percent only.
- (ii) The Financial Bids / Bill of Quantity (BoQ) should be uploaded online as per the specified ".Xls" format i.e. Price Bid Excel sheet attached as '.Xls' with the tender and based on the scope of work, service conditions and other terms of the tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.
- (iii) In preparing the Financial Bids, bidders are expected to take into account the requirements and conditions laid down in this tender document. The Financial Bid shall be exclusive GST and all other applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws. GST and other applicable taxes etc. shall be payable extra by the successful bidder.
- (iv) The financial bids should be uploaded online as per the specified ".Xls" format i.e. Price Bid Excel sheet attached as '.Xls'.
- (v) The bid submitted below the minimum assured rate shall be summarily rejected.

5. LAST DATE FOR SUBMISSION OF TENDER:

- (a) Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- (b) The Estate Office, IITK may, at its own discretion, alter / extend the last date for submission of tenders.

6. BID VALIDITY

- (a) All the Bids must be valid for a period of 90 days from the last date of submission of the tender for execution of Contract. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- (b) After submission of the bid, it shall be deemed that the bidder has undertaken to keep its tender open for acceptance for the entire period of 90 days and will have no right to withdraw the same before expiry of the said period. In case, intimation of its acceptance is issued to the licensee at a later date, the bidder shall be competent to refuse.
- (c) A bid valid for a shorter period shall be declared as non-responsive.
- (d) In exceptional circumstances, prior to expiry of the original time limit, the IIT may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 90 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

7. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:

- (a) No Bid shall be modified, substituted or withdrawn by the Bidder after Bid's submission last date & time.
- (b) Any alteration/modification in the Bid or additional information supplied subsequent to the Bid's submission last date and time, unless the same has been expressly sought for by the Authority, shall be disregarded.

8. REJECTION OF THE BID:

The bid submitted shall become invalid and tender fee shall be refunded after expiry of bid validity if either of the following conditions are fulfilled:

- (a) The bidder that do not fulfill any of the above conditions or are incomplete in any respect are liable to be rejected.
- (b) The bidder does not upload all the documents as stipulated in the bid document.
- (c) The Institute reserves the right to accept or reject any or all tenders without assigning any reasons thereof and the bidder shall have no right, whatsoever, to challenge the same.
- (d) Conditional tender shall not be entertained and summarily rejected.

* * * * *

GUIDELINES AND GENERAL CONDITIONS

GENERAL

1. The contract shall be awarded to the successful bidder to operate the aforesaid business on license basis, which shall be run under certain conditions which are stipulated hereinafter and in the terms and conditions of license agreement (Annexure-IV).
2. Each and every page of the bid must be signed by the bidder himself if the bidder is a proprietorship firm and in case of a partnership firm, by a partner. However, in the case of a partnership firm, there must be an authorization from all the partners to this effect that the person signing the bid as a partner has been authorized to sign the bid document on behalf of all partners.
3. If the bidder is a Company, there must be a valid authorization from the competent authority/ Board resolution, authorizing the person to sign and file the bid on behalf of the Company.
4. Overwriting or cutting in bid document must be avoided. However, if any over writing or cutting is caused due to some unavoidable reason, the same must be duly attested by the person signing the bid document.
5. The bidder is not allowed to make additions/alterations in the tender paper. Such additions and alterations shall be at the bidder own risk and shall render the tender to be summarily rejected. Conditional tenders shall not be accepted.
6. The bidder whose bid is accepted, shall submit a ₹ 100/- non- judicial stamp paper at its own cost to the Estate Office for preparing the contract agreement to be signed by the both the parties. Any other obligatory expenses for signing the agreement shall be borne by the licensee.
7. Prices/discounts of all items must be in Indian rupees and must be inclusive of GST and all other taxes.

EARNEST MONEY DEPOSIT (EMD)

8. Requisite amount of Earnest Money Deposit (EMD), as mentioned on Page-2, may be deposited through RTGS in the following Bank Account as detailed below:

Name of the Account Holder	:	Registrar, IIT Kanpur
SBI Account No.	:	10426002137
IFS Code	:	SBIN0001161

EMD may also be submitted in the form of FDR/DD of SBI/UBI/ICICI or any Scheduled Nationalized Bank in favor of the "Registrar, IIT Kanpur" payable at Kanpur Nagar.

RTGS payment receipt/FDR/DD must be submitted to the "Estate Office (Room No.101D, Faculty Building, IIT Kanpur - 208016" on or before the last date and time of the submission of the bids. In case the original, FDR/DD is not received up to the stipulated date and time, the related tender shall not be considered. Cheque in lieu of RTGS/FDR/DD shall not be entertained in any circumstances.

9. The EMD of the successful bidder will liable to be forfeited as liquidated damages in the event of any evasion, refusal or delay on his part in signing the agreement.
10. The earnest money of the bidder who withdraws its tender in breach of conditions of contract and who evades or refuses to sign the contract bond after acceptance of its tender within the period of its validity, will also be liable to forfeiture.
11. The EMD of unsuccessful bidders shall be refundable to them after completion of the bidding process.
 - (a) However, the same shall be refunded within 30 days, after the receipt of written request from the bidder concerned in this behalf.
 - (b) The EMD should be valid for a minimum period of three months.
 - (c) The EMD of the bidder, whose bid is finally accepted, shall be returned on submission of the security deposit as mentioned below.

SCOPE OF WORK:

12. The scope of the work comprises:
 - (a) The Outsourced Pharmacy shall stock the branded drugs and medicines of well-reputed companies as prescribed by the Institute Medical Officers and Visiting Consultants and dispense the same to the beneficiaries of the Institute at agreed discount rates.
 - (b) The outsource pharmacy shall make the necessary arrangement to supply all types of medicines prescribed by the Institute Medical Officers/Visiting Consultants to the beneficiaries/customers including provision of all materials, medical devices/equipments etc. as required. This will also include the cost of transportation, cost of materials and labours etc. The licensee shall make his own arrangement for safe storage of medicines/medical devices/equipments etc.

ELIGIBILITY CRITERIA

13. Bidder should be a sole entity registered under relevant law in India. (Consortium bidders not allowed/Joint Ventures).
14. The bidder (Chemist/Firm/Company) must have experience of running similar outlet(s) as stated in the 'Scope of Work' for not less than last FIVE consecutive years in a Government/Semi Government/Autonomous body/any reputed organization etc. Interested bidder may apply along with sufficient proof of experience/ability to run the pharmacy.
15. The bidder should have a minimum annual turnover of ₹20 Crores in last three financial years starting from 2019-20, 2020-21 & 2021-22.
16. The bidder should have a minimum of 5 pharmacy outlets presently operational in India and out of these outlets, at least, 02 should be as hospital base pharmacy (means: A pharmacy outlet integrated with the hospital operations and pharmacy should have MOU/agreement with that hospitals). Franchisee outlets in bidder's brand name shall be considered.
17. Consortium or joint ventures are not allowed to bid.
18. The bidder should not be insolvent, in receivership, bankrupt or being wound up, not having its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be subject of legal proceedings for any of the foregoing reasons.
19. The bidder must have PAN Number and GST/GSTIN number etc. The bidder whom the contract is finally awarded shall have a GST number for such outlet/outlet in question as well, if the related law so requires.
20. Bidder should not have been blacklisted or otherwise disqualified pursuant to any proceedings by any Central or State Government or Autonomous Body or Public Sector Undertakings in India and which is for the time being in force.
21. The bidder must hold valid drug License as on the last date of submission of bid. The successful bidder shall have to apply and obtain a valid drug license from the appropriate Govt. Agency/Authority (from the Drugs Control Department, Govt. of UP, under the provisions of the Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945) for operating the proposed pharmacy at the Health Centre IIT Kanpur. Besides, the successful bidder shall also be required to have/obtain all other licenses/registrations as may be necessary from time to time under various laws/enactments.
22. The bidder must not have been convicted by any Drugs Control Authority and no case should be pending under the Drugs and Cosmetics Act and Rules. An affidavit should be submitted to this effect that no case is pending against the bidder under the Drugs and Cosmetics Act and Rules make there under as well as under the Drugs Price Control Order issued from time to time.
23. Any bidder who is already into any kind of litigation with the Institute shall be barred from participating in this tender process. Employee and students' relatives are barred from submitting the bids.

DOCUMENTS TO SUBSTANTIATE ELIGIBILITY

24. Bidders are required to submit following documents in support of the eligibility as part of technical bid. They shall submit the financial bid separately and that shall be opened only in case of the eligible/qualified bidders.

Sl#	Eligibility Criteria	Document Required
(a)	Bidder should be a sole (or single) entity registered under relevant law in India.	Any one of the followings: (a) Self-attested copy of the Certificate of incorporation. (b) Self-attested copy of the Certificate Registration. (c) Self-attested copy of the Partnership Deed.
(b)	Minimum 05 years of work experience in health sector.	Experience Certificate by Chartered Accountant (based on the Statement of Accounts & Annual Report).
(c)	Average Annual Turnover (in last three financial years)	(a) Turnover Certificate by Chartered Accountant (Annexure-02). (b) Copies of the Audited Statement of Accounts for last three financial years.
(d)	Minimum Retail Chemists Outlets of 05 presently operational in India. Out of which at least 02 in hospitals based pharmacy.	A declaration by the bidder in a non-judicial stamp paper along with details of the outlets presently operational in India including their location, license number/s, licensee, issuing authority and period of validity in the format given under Annexure-03 along with the MOU/Agreement copy with regard to hospital base pharmacy(financial arrangement could be masked).

SELECTION METHOD AND EVALUATION OF TECHNICAL AND FINANCIAL BIDS:

25. Selection method under this tender will be based on QCBS (Quality cum Cost Base Selection) method. 70% weightage shall be given for technical bid criteria and 30% weightage shall be given to financial bid.

26. Base on the technical bids, technical score shall be assigned to each bidders, who meets the eligibility criteria.

27. Minimum 60 marks required to qualify in making as per the details provided in the next page as Table-01 under the head "Technical Bid Evaluation Criteria and Scorecard". Financial bid shall only be considered if bidder achieves 60 marks in the technical bid evaluation criteria.

28. In the Financial Bid, bidders are required to quote the percentage of revenue sharing equal to or above the minimum assured percentage. The minimum assured revenue sharing of this tender is 5%.

29. The financial bid of the eligible bidders (i.e., bidders fulfill qualifying criteria) shall only be opened.

30. The contract shall be awarded to the bidder whose combined score (technical and financial scores) is highest among all the eligible bidders based on the above mentioned QCBS method.

31. In case of a tie (i.e., equal combined score), following criteria shall be applied to break the tie:

(a) Highest discount offered in terms of Medicines.

(b) In case of having equal discount offer for medicines, the bidder with higher percentage of revenue sharing shall be considered as H1.

(c) In case of further tie-up, the bidder having more outlets shall be considered as H1.

32. IIT Kanpur reserves the right to ask the matching of discount offered by the preferred bidder from immediate next and next to next bidders for keeping fall back option.

33. IIT Kanpur, however, is in no way obliged to award the contract to the most preferred bidder or assign any reason whatsoever for the same. IIT Kanpur may cancel the tender, if the discount offered/financial quote is found to be unreasonable.

OPENING OF BIDS AND CRITERIA OF TECHNICAL AND FINANCIAL EVALUATION:

(a) Phase-I : Technical Evaluation:

- (i) First of all, the technical bids will be opened on the scheduled date and time for evaluation of the received technical bids.
- (ii) Technical bids shall be evaluated by a duly constituted Committee of the Institute for the purpose. The bidders or their authorized representatives may meet the Committee for presentation/interview, if required, (to satisfy all material questions pertaining to their company/firm and their modus-operandi etc.) in person to finalize the bid.
- (iii) After the initial scrutiny of the technical proposal, detailed scrutiny of the documents submitted along with the bid with respect to establish the fulfillment of the qualification shall be carried out.
- (iv) At this stage all those bids that qualifies or fulfill the eligibility criteria shall be shortlisted for evaluation of technical markings based on submitted documents under QCBS method.
- (v) Technical score shall be assigned to each shortlisted bidder (i.e. who meets initial eligibility criteria).
- (vi) Minimum 60 marks required to qualify in marking as per the details provided in Table-01 below. Financial bid shall only be considered if bidder achieves 60 marks in technical scores.

Technical Bid Evaluation Criteria and Scorecard:

The following parameters will be considered while assigning the **Technical Scores** to the bidder(s):

TABLE-01

Ref	Criteria	Requirement	Maximum Score	Mention data related to your firm	Documentary proof to be attached with this table
(A)	Experience in retail and hospital based pharmacy	1. Pharma Experience in years. (a) Minimum 5 years - 50% (b) More than 5 to 7 years -60% (c) More than 7 to 9 years -70% (d) More than 9 to 11 years -80% (e) More than 11 to 13 years -90% (f) More than 13 years - 100%	20		
		2. Experience in hospital based pharmacy outlet: (a) Minimum 2 such works - 50% (b) More than 2 to 4 such works - 70% (c) More than 4 to 6 such works - 90% (d) More than 6 such works – 100% Association of vendor with another big hospital, Business organization or any Govt. /Autonomous Body/PSU hospital will be considered	10		
(B)	Total Pharmacy outlets	3. Pharmacy outlets like pharmacy/Pharma warehouse having license copy. (Firm need to produce drug License for all locations): (a) Minimum 5 - 50% (b) More than 5 to 10 - 60% (c) More than 10 to 15 - 70% (d) More than 15 to 20 - 80% (e) More than 20 to 25 - 90% (f) More than 25 such outlets - 100%	20		

Ref	Criteria	Requirement	Maximum Score	Mention data related to your firm	Documentary proof to be attached with this table
(C)	Gross Turnover	4. Average Annual Turnover for last three Financial Years (Gross turnover): (a) Minimum 20 Cr - 50% (b) More than 20 Cr to 25 Cr - 60% (c) More than 25 Cr to 30 Cr - 70% (d) More than 30 Cr to 35 Cr - 80% (e) More than 35 Cr to 40 Cr - 90% (f) More than 40 Cr - 100%	10		
	Any Single outlet Turnover	5. Average Annual Turnover for last three Financial Years (any single outlet): (a) Minimum 5 Cr - 50% (b) More than 5 Cr to 7.5 Cr - 60% (c) More than 7.5 Cr to 10 Cr - 70% (d) More than 10 Cr to 12.5 Cr - 80% (e) More than 12.5 Cr to 15 Cr - 90% (f) More than 15 Cr - 100%	10		
(D)	Medicines	6. Minimum assured %age of discount on MRP: (a) Minimum 20 - 50% (b) More than 20 to 25 - 60% (c) More than 25 to 30 - 70% (d) More than 30 to 35 - 80% (e) More than 35 to 40 - 90% (f) More than 40 - 100%	20		
	Surgical/ medical equipment/ devices and other medical supplies	7. Minimum assured %age of discount on MRP: (a) Minimum 20 - 50% (b) More than 20 to 25 - 60% (c) More than 25 to 30 - 70% (d) More than 30 to 35 - 80% (e) More than 35 to 40 - 90% (f) More than 40 - 100%	05		
	Chemicals and Reagents	8. Minimum assured %age of discount on MRP: (a) Minimum 10 - 50% (b) More than 10 to 15 - 60% (c) More than 15 to 20 - 70% (d) More than 20 to 25 - 80% (e) More than 25 to 30 - 90% (f) More than 30 - 100%	2.5		
	Cosmetic Products	9. Minimum assured %age of discount on MRP: (a) Minimum 10 - 50% (b) More than 10 to 15 - 60% (c) More than 15 to 20 - 70% (d) More than 20 to 25 - 80% (e) More than 25 to 30 - 90% (f) More than 30 - 100%	2.5		
Total			100		

(b) Phase-II : Financial Bid Evaluation:

Maximum Score (i.e. 100) being assigned to the bidder offering highest revenue sharing (H1).

Base on this the **Commercial Score** will be assigned to the technically qualified bidders as per the following:

$$\text{Commercial Score} = (100 \times \text{Bidder's Offered Percentage}) / \text{H1 Bidder's Offered Percentage.}$$

(c) Phase-III : Calculation of Combined Scores (Technical and Financial):

The contract shall be awarded to the bidder with highest combined score calculated using following formula:

$$\text{Combined Score} = (\text{Technical Score} \times 70\%) + (\text{Commercial Score} \times 30\%).$$

Example:

Vendor A got 90 marks in technical and offered 7% of revenue sharing.

Vendor B got 80 marks in technical and offered 10% of revenue sharing.

Then: Commercial Score of A = $100 \times 7/10 = 70$

Commercial Score of B = $100 \times 10/10 = 100$

Ranking:

Combined Score of A = $(90 \times 70\%) + (70 \times 30\%) = 84.00$

Combined Score of B = $(80 \times 70\%) + (100 \times 30\%) = 86.00$

Combined score of B is highest; therefore, contract will be awarded to vendor B.

(d) Special Provision for Existing Licensee (who already running the said Pharmacy Outlet):

It is a condition that if the calculated combined score (after due calculation from the above formula) of the existing licensee, comes lower than the other bidder(s), the existing licensee shall have the right for being awarded the said pharmacy outlet, provided that the existing licensee is willing to match the percentage of discount of medicines and/revenue sharing of the highest combined scoring bidder and has technically qualified/shortlisted. If so, an undertaking to this effect shall have to submit by the bidder.

FINALISATION FOR AWARD OF THE TENDER:

34. If existing licensee (who already running the said pharmacy outlet), the calculated combined score comes highest, the tender will be awarded to the existing licensee. If not, and willing to match the percentage of discount and / revenue sharing with the bidder who get highest combined score, the tender will be awarded to the existing licensee.
35. If the existing licensee is not willing to match the percentage of discount and/revenue sharing of the highest bidder, the tender will be awarded to the bidder who's combined score is highest.

FINAL COMPUTATION OF MONTHLY LICENSE FEE:

36. Total monthly license fee of the premises will be as under:

(a) The monthly license fee shall be recovered from the licensee base on the following calculation:

$$\frac{\text{Total monthly turnover of the pharmacy} \times \text{Revenue sharing percentage as quoted/accepted by the successful bidder}}{100}$$

(b) To calculate the monthly turnover, pharmacy outlet shall submit the total sale of the outlet for the calendar month to the Estate Office duly routed through Health Centre of the Institute for calculation of the license fee for the corresponding month.

(c) GST @ 18% or as per the prevailing Government rates as applicable from time to time shall be payable extra.

SECURITY DEPOSIT (TO BE SUBMITTED BY THE SUCCESSFUL BIDDER ON AWARD OF THE TENDER):

37. Successful bidder shall have to deposit a security money amounting ₹20,00,000/- (Rupees Twenty Lakhs) through DD/RTGS/any other digital transfer mode in the Institute Account. The said security amount shall be refunded to the licensee, without interest, after handing over the vacant possession of the allotted premises to the Institute in good condition by clearing all the dues pertaining to the said outlet premises.

DOCUMENT FORMING THE CONTRACT (LICENSE AGREEMENT):

- (a) The party, whose tender is accepted, will have to sign a license agreement as given in Appendix-D within 15 days from the award of the tender, failing which, the EMD may be forfeited and the acceptance of its tender may be annulled at the discretion of the Institute.
- (b) Appendix-A (instructions for online bid submission), Appendix-B (instructions for e-procurement), Appendix-C (guidelines and general conditions), Annexure-1, 2, 3, 4 & 5, the letter No.____ dated ____ containing offer of award of contract issued by the Institute to the successful bidder and the acceptance letter dated ____ submitted by the successful bidder in this regard, shall be the integral part of this License agreement.

* * * * *

DRAFT LICENSE AGREEMENT

THIS LICENSE AGREEMENT IS MADE ON THIS THE**DAY OF** **2022.**

BETWEEN

Indian Institute of Technology Kanpur incorporated as a body corporate under the Institutes of Technology Act, 1961 having its campus near Kalyanpur, Kanpur (hereinafter referred to as the "Institute" or "Licensor"), through its Officer In-Charge, Estate Office, which term shall unless it be repugnant to the context or meaning thereof, means and includes its successor and assigns, of the FIRST PART.

AND

Sh. _____, S/o _____ Residence at _____, (hereinafter referred to as the "Licensee"), which expression unless repugnant to the context and/or meaning thereof, includes its successors and permitted assigns, of the SECOND PART.

Whereas, the Licensor, an Institute of national importance declared as such under the Institutes of Technology Act, 1961 for providing higher education and research in various branches of science, engineering and technology, has constructed a number of buildings on its campus, all of which are covered under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, to carry out its aims and objectives.

And whereas, the Institute has a premises at Institute Health Centre which provides prescribed drugs/medicines to the campus community.

And whereas, the Licensor is the absolute owner in possession of the said Premises located inside the campus.

And whereas, the Licensor has decided to allot the said premises to the willing party having experience and expertise in running such an outlet and had accordingly invited open tender from such parties, to run the outlet / outlet in the said premises.

And whereas, after processing all the tenders received in this behalf and interaction with the respective bidders, the bid of the Licensee has amongst all the parties been found to be most suitable.

And whereas, the Licensor has accordingly decided to license out and give on license the Said Premises to the Licensee and the Licensee has agreed to take the said premises on license to establish and run the outlet as aforesaid, in the said premises.

And whereas, both the parties are agreeable to the terms and conditions as stipulated in this Deed of License.

Now therefore, this deed of agreement witnesses and the parties hereto agree to the BROAD TERMS AND CONDITIONS OF THE LICENSE AGREEMENT set forth hear as under:

SCOPE OF THE CONTRACT:

1. The contract comprises:
 - (c) The Outsourced Pharmacy shall stock the branded drugs and medicines of well reputed companies as prescribed by the Institute Medical Officers and Visiting Consultants and dispense the same to the beneficiaries of the Institute at agreed discount rates.
 - (d) The license agreement comprises the necessary arrangement to supply all types of medicines prescribed by the Institute Medical Officers/Visiting Consultants to the beneficiaries/customers including provision of all materials, medical devices/equipments etc. as required. This will also include the cost of transportation, cost of materials and labours etc. The licensee shall make his own arrangement for safe storage of medicines/medical devices/equipments etc.

DEFINITIONS:

2. In the License agreement, the following definitions, words and expressions shall have the meaning hereby assigned to them except where the License agreement requires the same otherwise.
 - (a) "Director" means the Director of the Indian Institute of Technology, Kanpur.
 - (b) "CEMMC" means "Commercial Establishments Monitoring & Management Committee" constituted by the Director of the Institute.
 - (c) "Institute" or "Licensor" means the Indian Institute of Technology Kanpur (IITK) through its Director or his representative.
 - (d) "Licensee" means the person or persons, firm or company whose tender has been accepted by the Institute and includes the Licensee's personal representative, successors and permitted assigns.
 - (e) "Estate Officer" means an officer appointed as such by the Central Government under Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.
 - (f) "Officer-in-Charge (Estate)" means the Officer-in-Charge (Estate) of the Indian Institute of Technology Kanpur who directs and administers the License agreement.
 - (g) "Beneficiaries" means the IIT Kanpur students, staff and their eligible dependents.
 - (h) "Health Centre" means the Hospital of the Institute.

DOCUMENTS FORMING THE LICENSE AGREEMENT:

3. Appendix-A (instructions for online bid submission), Appendix-B (instructions for e-procurement), Appendix-C (guidelines and general conditions), Annexure-1, 2, 3, 4 & 5, the letter No.____ dated _____ containing offer of award of contract issued by the Institute to the successful bidder and the acceptance letter dated _____ submitted by the successful bidder in this regard, shall be the integral part of this License agreement.

DURATION OF THE LICENSE AGREEMENT:

4. The duration of License agreement will be initially for a period of **03 YEARS w.e.f.** _____. First three months being the probation period and on satisfactory completion of the probation period, the License agreement will automatically be extended for rest of the tenure i.e. next nine months and two years. Further, the License agreement shall be extended for two more years (one year at a time) based on past performance. Under no circumstances shall the License agreement be extended beyond five years (including the probation period).

RECOVERY OF LICENSE FEE, ELECTRICITY, CLEANING & MAINTENANCE CHARGES ETC. OF THE LICENSED PREMISES:

5. The monthly license fee shall be based on the total monthly turnover of the respective calendar month with the percentage of the revenue sharing as quoted/accepted by the licensee.
6. For calculating the license fee of the corresponding month, licensee shall submit the total sale/turnover of the pharmacy outlet to the Estate Office duly routed through the Health Centre of the Institute for calculating the license fee of the month and for issuance of the payment advice/tax invoice. The licensee shall be liable to pay the license fee for the corresponding month within 15 days from the date of issue of the payment advice/tax invoice.
7. Cleaning & maintenance charges of ₹500/- per month or as per the applicable rates of the Institute shall be payable by the licensee.
8. GST @ 18%, or as per the prevailing Government rates, on the monthly License Fee and Cleaning & Maintenance charges, shall be payable extra by the licensee.
9. In case of failure to pay the License Fee, Cleaning & Maintenance charges within the stipulated time as aforesaid, the licensee shall be liable to pay a sum of ₹100/- per month over and above the License Fee on cumulative basis towards administrative charges.

10. Besides, the licensee shall also be liable to pay the electricity charges on actual consumption basis to the Estate Office at the then prevailing rates along with the payment of monthly License fee. For the purpose, there shall be a meter installed in the outlet by the Institute. The electricity charges shall however, be subject to revision / change from time to time which shall be payable by the licensee as aforesaid at the then prevailing rates.
11. In case of non-payment of electricity charges in time, the licensee shall be bound to pay a penalty towards belated payment as may be decided by the Institute over and above the bill. Further, if the dues of electricity consumption remain unpaid for up to three months, the electricity connection shall be disconnected without giving any notice, in this behalf.
12. Non-payment of License fee, the electricity charges and cleaning charges within time shall be deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the Institute and which shall not be challenge by the licensee under any circumstances, whatsoever.
13. The licensee shall use the premises ONLY for which it has been allotted by the Institute under the contract. The use of the premises for other purposes will lead to the suspension / termination of contract with immediate effect.
14. The licensee shall not use the premises for residential purposes or for any other purposes (including vending of any item other than those for which permission has been given) without prior written permission of the Estate Office. The licensee shall always use the premises in a prudent and careful manner as if it were his own.

SECURITY DEPOSIT:

15. The licensee submitted Security Deposit amounting ₹ _____/- in the Institute Account having reference No. _____ dated _____. Security amount shall be refunded to the licensee, without interest, after handing over the vacant possession of the allotted premises to the Institute in good condition by clearing all the dues pertaining to the said shop premises.
16. If at any time, due to any reasons as mentioned in the foregoing clauses or otherwise, any short fall is caused to the security deposit money, the licensee shall be liable to make good such short fall within fifteen days of the receipt of notice in this behalf, through DD/RTGS/any other digital transfer mode in the Institute Account.
17. In case of, in which under no clause(s) of this contract, the licensee shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit, the Director shall have the power to adopt the following course as may be deemed by him best suited to the institute. To rescind the contract (of which decision, notice in writing to the licensee by him through competent authority, shall be conclusive evidence) in such cases, the security deposit of the licensee shall stand forfeited and be absolutely at the disposal of the Institute. Besides, for the recovery of any amount in excess of the security money, the Institute shall be at liberty to adopt such legal recourse, as it may deem appropriate at the time.
18. If the licensee breaches any terms and conditions of the agreement which is deemed to be serious by the Institute, its security deposit may be forfeited either in part or in full as the Institute may deem appropriate, at its discretion.

DISPENSING OF DRUGS/MEDICINE AND PRESENTATION OF BILLS:

19. The drugs/medicines are to be dispensed to the beneficiaries as per the prescription of the Institute Medical Officers and Visiting Consultants for the period mentioned in the prescription.
20. The prescription slip duly signed by the Institute Medical Officer(s) may contain both reimbursable and non-reimbursable medicines. The outsourced pharmacy shall, however, be required to provide both types of medicine and recover the cost of non-reimbursable drugs/medicines directly from the patient concerned, while the cost of reimbursable drugs/medicines shall be included in the bill to be raised with the Institute, in

accordance with the stipulation provided below. The discount would be available on the non-reimbursable medicines also.

21. The Pharmacy shall present the Bill together with prescriptions to the In-charge, Health Centre for the dispensing made during each fortnight (1 to 15 & 16 to 30/31) within ten days of closing of each respective fortnight. The bill should clearly indicate the details of the dispensing made each day such as the name of the item, name of the manufacturer, batch number, date of manufacture & expiry date, name of the patient, prescription slip number with date, discount as per contract etc. and any other information required by the IIT Kanpur Authorities.

NB: Incomplete bills not accompanied by any of the particulars mentioned above will not be entertained.

22. In case of prescription for specific brand of medicines, the brand shall not be substituted.
23. The Medicines/Drugs are to be life period mentioned on the label of medicine. All items stocked or dispensed should have at least 3/4th dispensed as per the original packing of the Manufacturer.
24. Every Medicine has its own shelf- of its remaining shelf life.
25. Supply orders will be placed against the contract up to the last date of the contract. Indent/Prescription received even on the closing date should be honoured in accordance with the terms of the contract, even though the last date of the contract may have expired on the date of supply of medicines.
26. In case of prescription for specific brand of medicines, the same shall not be substituted. If any such case is noticed during scrutiny before or after the payment, then the Pharmacy will be penalized with ₹1,000 + cost of the specific brand of medicines for each such default. If this practice is repeated, a strict action will be taken by the Institute as deemed fit.
27. The prescribed medicines/drugs should be made available at the pharmacy within 24 hours of the presentation of prescription. Supply delayed by more than this time of any medicine without proper justification will attract appropriate penalty, which would be levied by the Institute at its discretion.
28. Home delivery of prescribed medicines/drugs will be made available free of cost within the Institute campus premises. Accommodations hired by the Institute in CPWD Colony and Ratan Planet will also be covered for free of cost home delivery.
29. The agency shall sale/supply only products from reputed manufacturers of quality as detailed below:

SI#	Product	Quality Certification Requirement
1	Medicines	WHO-GMP / cGMP
2	Surgical/Medical equipment/devices and other medical supplies	GMP ISO 9001: 2015/ISO 9001: 2008 and ISO 13485 and CE/USFDA/BIS
2	Chemicals and Reagents	ISO 9001: 2015/ISO 9001: 2008

30. The agency shall issue a computer-generated invoice/challan against each sale or supply which will include:
 - (a) Serial No.
 - (b) Name of the medicine or other Items supplied
 - (c) Batch No.
 - (d) Lot No.
 - (e) Date of manufacturing
 - (f) Date of expiry
 - (g) MRP (₹)
 - (h) Discount if any
 - (i) Net amount (₹)

31. The pharmacy outlet shall ensure provision and sale of quality products, medicines, consumables, surgical, chemicals, reagents, etc. and in no case the items as above which are spurious, soiled, damaged, post-dated and expired would be stocked, sold, or supplied by the Agency. Breach of these conditions will entail immediate suspension and cancellation of the contract. The products shall conform to the rules & laws of the Govt. regarding their sale. There should not be any spurious or misbranded drugs in the pharmacy outlet.
32. The overall control and supervision of the pharmacy outlet will remain vested on the licensee and the Institute Authority shall at any time, be entitled to inspect the premises under License with respect to its bonafide use and in connection with the fulfillment of the other terms and conditions of the agreement. Periodical inspection by the Institute Authority will be carried out to verify the stock position of the medicines, cold chain maintenance, bar coding etc. The licensee is required to correct and adopt all the measures immediately, as advised by the Institute Authority for smooth running of the outlet.
33. The licensee and all its employees will always prove their Identity through I.D. Cards issued by the management. A list of all the employees with their full details is required to be submitted to the Health Centre/Estate Office of the Institute.
34. The licensee shall use the premises solely for the purpose for which it has been provided, and for no other purpose and it shall not part with the premises/sub-let the premises to any one directly or indirectly.
35. The licensee shall keep the premises in a clean sanitary and tenable condition and shall pay for the cost of making good any damage thereto or to adjacent premises, caused by negligence or misuse of premises by the licensee or before taking over possession whichever is earlier and shall indemnify the Institute against any loss/damage/ additions/ alterations to the premises. The licensee will get the whitewash / paint done in the outlet at his / her own costs from time to time as and when required.
36. The licensee shall not store empty packing cases or baskets or any goods or any other material on the open spaces around the premises or any other place from where such goods or material may be visible from outside. The area in front of the said premises shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than the public passage. The licensee shall not make any addition or alternation in or around the premises without the written consent of the Institute.

OUTLET TIMING, ITEMS, PRICES, FACILITIES AND SERVICES ETC.:

37. Timing of the outlet shall be round the clock (24×7). Running the outlet other than the stipulated time shall be carried out only with the prior permission of the Health Centre/Estate Office of the Institute.
38. The outlet shall operate on all seven days of the week and there shall be no holiday under any circumstances, save with the prior instructions/approval of the Health Centre/Estate Office of the Institute.
39. The prices are supposed to remain static during the entire contract period and the contractor shall not be entitled to any compensation due to the fluctuation in the market rates of materials and labour. However, the CEMMC may at its discretion and in consultation with the contractor modify the prices of items on quarterly basis in proportion to the overall change in price index as notified at www.mospi.gov.in/# for Uttar Pradesh Urban region. The price index shall not be applicable to third party items. All modifications in prices shall be in INR multiples.
40. The Dispensing Job should be done by a Registered Pharmacist (Qualified Person) only.
41. The representative of the Pharmacy will, as and when required, attend the meetings fixed by the Institute Authority or by the Institute Health Centre Committee.
42. The pharmacy shall have its own approved letter pad, rubber stamp seal etc.
43. Only qualified Pharmacists shall dispense the prescribed medicines/drugs at the Pharmacy outlet.

44. The Pharmacy shall produce Registration Certificate of the Qualified Person(s) engaged in dispensing of the drugs/medicines and comply with the standards/directives of Drugs and Cosmetics Act, 1940 and Rules 1945, as applicable from time to time.
45. All necessary furniture and other infrastructure, for providing the services in the outlet, shall be arranged, provided and maintained by the Licensee.
46. Facility of prevalent Digital Payment method such as BHIM, UPI, Mobile Wallet, Credit / Debit Card, etc. should be made available.
47. For the consumers who are not willing to pay in cash, the licensee shall facilitate with a swipe payment machine and shall also provide in the outlet the UPI based payment system. The licensee shall further display its VPA (virtual payment address) or Q-Code on the display board to enable the consumers make the payments via UPI App (BHIM or equivalent).
48. Installation of 4 digit campus telephone (via Sanchar Vibhag of the Institute) should be made by the licensee adopting appropriate procedure within 10 days from the signing of contract. The charges for the installation and rental shall be borne by the licensee. The licensee should additionally have own mobile number(s) as well as its outlet personnel for contact by the Institute Authorities. The licensee shall display its 4 digit campus telephone no. at one top end of the notice board displaying prices of the items. **Further, the licensee shall maintain a display board on its outlet of size 12 inches x 18 inches which shall contain the following information:**

Name of the Licensee : Outlet Location : Activity of the Outlet : Name of Authorized Person : Mobile Number : Land Line Number : Timings of the outlet :
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49. Safety standards should be maintained. Fire extinguishers (2 Kg & 4.5 Kg dry type), sand buckets, should be installed in accessible places and should be in working conditions. List of emergency number should be displayed in a prominent place of the outlet /outlet. First aid measures should also be available in outlet for emergencies.
50. Small set of services/items for sale along with the price list should be prominently displayed in legible font. Printed price list should also be available. All items in price list should be made available to the customer.
51. The licensee shall have to provide proper and smooth services to the customers to their satisfaction.
52. Any loss to the Campus residents with regard to the services provided by the licensee shall be the responsibility of licensee. The Institute shall be indemnified in this regard and shall not be a part of any legal proceedings thereto.
53. All the items prescribed as per the tender should be made available at all times. Permission for any alteration, addition or deletion in the outlet premises should be obtained from Estate Office along with the prices of respective items. Any damage in the outlet premises will be rectified by the licensee at their own cost and risk.

LIABILITY OF GST AND OTHER TAXES:

54. The licensee shall be absolutely liable for payment of GST to the respective department on items sold in the outlet. The Institute shall have no liability, whatsoever, in this regard and shall be deemed to be immune and indemnified in all respects.
55. The licensee shall further be liable to pay to the Institute GST at the rate applicable from time to time on the License fee payable by the licensee. GST shall be payable over and above the License Fee and Office

concerned shall for accounting purposes issue a Tax invoice / receipt with GSTIN to the vendor in confirmation thereof.

56. The licensee shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities and other competent forums from time to time.
57. The licensee shall not tamper with the trees, plants, shrubs hedges, lawns and flowers standing or maintained on or around the said outlet or in other places of the campus.
58. The licensee shall not make any addition or alteration to the building of the said outlet /premises or tamper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the Licensor in this behalf.

QUALITY, HYGIENE & CLEANLINESS:

59. The licensee shall maintain full hygienic conditions in the outlet in keeping the floor, furniture, etc. neat and clean, so as to maintain the standards and aesthetic values in the outlet. The licensee shall also have to make his own arrangements for safe storage of materials including the food items.
60. The premises should be kept well ventilated and well lit. No display/encroachment is allowed outside the premises.
61. Garbage and waste disposal should be done as per the institute norms. Pest/rodent control should be done on regularly basis to control the harmful insects and rodents.
62. Old and expired items (i.e. beyond expiry date) should not be kept in the outlet under any circumstances.
63. Usage of plastic bags is strictly prohibited and the same shall not be used any under circumstances, whatsoever, Instead, use of paper bags etc. is encouraged.

DIRECTIVES OF CEMMC AND ESTATE OFFICE:

64. The licensee shall carry out the work in accordance with this contract and the directives of Estate Office and to the satisfaction of the Director through the CEMMC. The CEMMC may, from time to time, issue further instructions, detailed directions and explanations in regard to:
 - (a) The variation or modification in the list of items / service including additions / omission or substitution.
 - (b) The removal from the site of any material thereon by the licensee and the substitution of any other materials thereon.
 - (c) The removal from the work of any person employed there upon in terms of the provision provided hereafter.
 - (d) Inspection of materials and other equipment etc.
 - (e) Maintenance of proper hygienic conditions, cleanliness and neatness pertaining to all aesthetic values.

DEPLOYMENT OF WORKMEN:

65. The licensee shall employ in running the outlet only such persons as are careful, skilled, experienced in their trades, dutiful, sober, well-behaved and rules compliant.
66. Worker(s) in the outlet shall be deployed after his/her deployment is cleared by the Estate Office and for this purpose, the licensee shall provide the details of them in the given format.
67. The licensee shall neither employ any child labour nor any worker who is below 18 years of age.
68. No female employee shall be allowed to work in the outlet during night i.e. from 8:00 pm to 6.00 am.
69. All the workers shall invariably carry their ID Cards (to be provided by the licensee at its own costs) and shall be produced to the security personnel and other Institutes authorities, whenever asked for.
70. The bearers for servicing in outlet will have to be provided uniforms by the licensee during the working hours at its own cost and they will be required to wear in neat and tidy manner during working hours.

71. The Licensee shall be responsible for strict adherence of discipline and good conduct by its workers deployed to the outlet.
72. The licensee shall be bound to remove any such worker and disallow him/her from entering into the Institute premises that the Institute does not deem appropriate to continue within the Institute premises for administrative or any other reasons.
73. The licensee shall have absolute authority in regard to the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The licensee shall be responsible of master and servant relationship with its workers and the Institute shall have no concern, whatsoever, with all the above-mentioned matters.
74. The licensee shall be absolutely liable in regard to any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by virtue of the provisions of any labour law being in force at the time besides other statutory liabilities.
75. The licensee shall further be liable to make good the loss to the property of the Institute, if any that may be caused on account of any non-responsible action on the part of its workers, whether deliberate or otherwise.

COMPLIANCE OF STATUTORY OBLIGATIONS AND OTHER PROVISIONS:

76. It is understood that a number of enactments and laws would apply to the licensee, which are supposed to be complied by the licensee in letter and spirit and in particular to laws relating to minimum wages to worker, employees compensation and Goods and Service Tax etc.
77. The licensee shall ensure that no product shall be sold from the premises, which is prohibited to be sold within the premises of an educational Institute, as per the provisions of Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003.
78. The licensee shall be liable to ensure compliance of all enactments, rules, regulations (as applicable) and of other authorities besides the instructions of the Institute that may be in force from time to time including all the labour laws, employees compensation and the minimum wages, as well as Weights and Measures and Prevention of Food Adulteration etc. On award of contract, the vendor shall mandatorily apply for FSSAI License, if applicable, within one week and shall get the license before the end of the probation period. The copy of the same should be submitted to the Estate Office.
79. The Licensee shall be liable to make good the losses in financial terms that it may be subjected from time to time on account of any lapse on its part or arising out of statutory liabilities including the dues towards the workers in regard to wages, court awards, compensation which are caused to be paid/borne by the Institute due to the licensee's failure, as well as the Institute's license fee, electricity charges and other dues etc. The licensee shall pay all such dues to the Institute within fifteen days from receipt of the letter issued by the Institute in this regard, failing which; the same would be recovered/realized from the licensee's security deposit.
80. The Institute shall be absolutely immune and deemed indemnified in all matters, claims, liabilities and legal consequences which relates to compliance of statutory provisions, rules and regulations, orders and directions of Govt. authorities/ municipal corporation/courts/forum etc. as well as the provisions of this contract agreement. In case, the Institute is put to bear any liability for lapses on the part of the licensee or for its illegal actions, the Institute would have the right to realize from the licensee all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.

81. The licensee would comply with all guidelines/instructions issued by the Officer In-Charge (Estate) in consultation with the Chairman, CEMMC besides following other Institute Orders/ instructions of security authorities concerning the security/safety issues and Institute discipline.
82. The Licensee shall ensure that it and its employees' do not adversely affect the peaceful and congenial atmosphere of the Institute's premises.

COMPLAINT MECHANISM:

83. The licensee shall maintain a complaint book in the outlet wherein the consumers may register their complaints. The complaint book shall be produced every month on the first working day before the Health Centre/Estate Office for necessary action.
84. The complaints shall be removed or dealt with by the licensee on priority basis on issues that concern the licensee and a compliance report thereon, shall be submitted to the Estate Office along with the production of complaint book.
85. The licensee shall be liable to be penalized or fined in cases of defaults and negligence on its part or for complaints in the manner provided hereafter at the discretion of the Institute and/or at behest of the CEMMC. Such penalty or fines shall be imposed through the Officer In-charge (Estate) according to the nature of the complaints. The first penalty in such case would be to the tune of ₹ 5000/-, ₹ 10000/-, the second time and ₹ 20000/-, the third time or such higher penalty as deemed fit by the CEMMC / Institute.
86. However if the complaints of identical nature still persist, the Institute would be at liberty to terminate the contract forthwith without giving any more notices.

TERMINATION OF CONTRACT:

87. Either party may terminate the contract by giving 30 days' notice to the other party without assigning any reasons, whatsoever. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract.
88. In case, the contract is terminated, or it comes to an end by efflux of time, the contractor shall handover the vacant possession of the licensed premises within 15 days of contract coming to an end. Failure to handover the vacant possession of the premises as aforesaid, would render the contract to pay the penal damages to the Institute @ 50 times of the existing flat rate license fee of the premises shall be charged for the 1st month which shall increase in telescopic method from 2nd month onwards i.e. for 2nd month – damages + 10% of rate of damages; for 3rd month – damages + 20 % of rate of damages. For 4th month – damages + 40% of rate of damages and so on, limiting to the maximum 5 times of rates of damages charged during the first month of unauthorized occupation or such higher rate as may be fixed by the Institute at its absolute discretion from time to time. The penal damages under no circumstances shall be subject to question and it is the specific term of this contract.
89. The Institute shall further be within its absolute rights to enter the premises and assume absolute possession of the premises licensed under this contract from the licensee and the same shall not be subject to challenge. All the goods belonging to the licensee in such circumstances shall be deemed forfeited there-from and may be sold or put to auction at the discretion of the Institute. The Institute may, if it so desires, proceed against the licensee in terms of provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 since the entire premises is governed by the provisions of the said Act in case of non-handing over its possession to the Institute as aforesaid.

ASSIGNMENT & SUBLETTING:

90. The licensee shall not assign the contract or any part thereof or any benefit or interest thereon or thereunder without written consent of the Institute. The whole of the charge included in the contract shall be executed by the Licensee or his authorized competent representative(s). The licensee shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the licensee itself.
91. If at any time, it is detected that the outlet has been sublet or assigned to any other entity by the licensee, the Institute would be at liberty to terminate the contract forthwith without giving any time to the licensee and further to take over the possession of the given premises and/or to hand over the same to any other party at its sole discretion.
92. In case of subletting is proven, the rates of damages will be calculated at two times of damages (as mentioned above in 'Termination of Contract') for 1st month; two times of damages + 10% two times of damages for 2nd month; two time of damages + 20% two time of damages for 3rd month; two times of damages + 40% two times of damages for 4th month and so on, liming to maximum 5 times of damages charges in such cases.
93. The entire business of the outlet shall be carried out in the name and at the behest of the licensee.
94. The licensee or his authorized/competent representative whose intimation would be provided in writing in advance to the Estate Office, shall at all times be available in the outlet and the business of the outlet shall not be carried out by any other person/ entity under any circumstances.
95. In normal course, the licensee or his authorized competent person should be available in the outlet /outlet. However if for any reason, the licensee is not in a position to be available in the outlet consecutively for more than 3 days, a prior permission will have to be obtained from the Estate Office, failing which, it will be deemed that licensee has violated an essential condition of the contract and licensee may be dealt with in an appropriate manner for this default which may include adequate penalty at the discretion of the Institute.

CONTRACT DOCUMENTS AND THEIR INTERPRETATIONS:

96. The original agreement shall remain with the Institute while a photocopy thereof may be retained by the licensee, if it so wishes.
97. The several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the Institute through its competent authority to the licensee along-with the directions, if any, and the same shall be deemed to be final and binding and shall not be open to question in court.

SETTLEMENT OF DISPUTE:

98. The Parties shall use their best efforts to negotiate and amicably settle any disputes, controversies or claims arising out of, or in connection with this contract or its interpretation.
99. If the Parties fail to settle the dispute amicably within thirty (30) Days of commencement of the negotiations, the dispute shall be settled through arbitration. One (1) sole arbitrator shall be appointed by the Director of IIT Kanpur under the Arbitration and Conciliation Act, 1996, who shall have full powers to make final and binding decisions subject to prevailing laws of India. The appointing authority shall be the Director of IIT Kanpur. The place of arbitration shall be Kanpur and the language used in the arbitration proceedings shall be English.

JURISDICTION:

100. All matters and disputes under this contract shall be subject to the jurisdiction of Kanpur Nagar District Courts only.

DETAILS OF THE PREMISES:

SI#	Particular	Details
1	Location of the outlet	At Health Centre
2	Outlet No.	01
3	Area of the Outlet	61.14 sq.mt
4	Activity	Pharmacy Outlet

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS ON THE DAY MONTH AND YEAR MENTIONED HEREIN ABOVE

On behalf of

M/s

Authorized Signatory

Full Name;

Designation:

Seal:

On behalf of

Indian Institute of Technology Kanpur

Authorized Signatory

Full Name;

Designation:

Seal:

Witnesses

1. Signature:

Name:

Address:

.....

Witnesses

1. Signature:

Name:

Address:

.....

TENDER ACCEPTANCE LETTER
(To be given by the bidder on Company Letter Head)

Date: _____

To
Assistant Registrar (SG)
Estate Office
Room # 101A, Faculty Building
Indian Institute of Technology Kanpur
Kalyanpur, Kanpur - 208016

Subject: Acceptance of Terms & Conditions of the Tender.

Tender Reference No: _____.

Name of Tender: _____.

Sir,

1. I / We have downloaded / obtained the tender document(s) along with draft license agreement for the above mentioned 'Tender/Work/Services' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), draft license agreement etc.), which form part of the contract / license agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too have also been taken into consideration, while submitting this tender acceptance letter.
4. I / We hereby unconditionally accept the tender terms and conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our firm has not been blacklisted / debarred / terminated / banned by any Govt. Department / Public Sector Undertaking.
6. I / We certify that all information furnished by me / our firm is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then your department / organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

TURNOVER CERTIFICATE

We have verified the Audited Statement of Accounts and other relevant documents of..... having registered office at pertaining to the financial year 2019-20, 2020-21 and 2021-22. Based on our verification of the aforesaid statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

(Amount in Crores)

Total Turnover

Sl. No.	Financial Year	Turnover in (₹) (both in figure and words)
1.	2019-20	
2.	2020-21	
3.	2021-22	
	Average	

Any Single Outlet Turnover

Sl. No.	Financial Year	Turnover in (₹)(both in figure and words)
1.	2019-20	
2.	2020-21	
3.	2021-22	
	Average	

Date:

Place:

Signature of the Auditor / Chartered Accountant

Name

Firm Registration No.....

Seal:

RETAIL PHARMACY OUTLETS PRESENTLY OPERATIONAL**Format for Affidavit****(To be submitted on non-judicial stamp paper of minimum ₹100/- duly notarized)**

I/We,..... (Name, address of the bidder or authorised person) do hereby certify and confirm that:

- (a) We (Bidder) have a minimum of 05 (five) retail pharmacy outlets presently operational in India.
- (b) The details of all retail pharmacy outlets presently run by us and as furnished along with this bid, in the prescribed format are true and correct.
- (c) We will provide original documents including valid drug licenses, as and when sought by the Client for verification, maximum within 3 (three) days of notice.

We further confirm that we are aware that, our bid would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the bidding Process or thereafter during the agreement period.

Dated:

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person (Seal with designation)

Format: Details of Retail Pharmacy Outlets

S. No	Location Details	Drug License No.	Name of the Licensee	Issuing Authority	Period of Validity
1					
2					
20					

Format: Details of Hospital Based Pharmacy Outlets

S. No	Location Details	Drug License No.	Name of the Licensee	Issuing Authority	Period of Validity
1					
2					
20					

Profile of the Bidder/Applicant

S. No	Particulars	Details
1	Name & Address of the Bidder:	Name: Address:
2	Constitution of the Bidder	Firm/Company/Society CIN in case of Company: Society Registration Number: Firm Registration Details:
3	Year of Establishment:	Date of Incorporation/Registration: (as per the incorporation document)
4	Details of Income Tax, GST, EPF and ESI No.	PAN: GST Number: EPF Number: ESIC No.:
5	Details of the Contract Person:	Name: Designation: Mobile: Email:
6	Details of EMD	Amount: DD/FDR/RTGS No.: Date: Bank & Branch:

Date:

Place:

Signature of the Bidder/Authorised Signatory

LIST OF ITEMS UNDER DIFFERENT CATEGORY TO BE SUPPLIED/PROVIDED

1. Medicines:

S.No	Name of the Medicine	Unit	Remarks

2. Surgical/Medical Equipment/Devices and other medical supplies:

S.No	Name of the Surgical/Medical Equipment/Devices and other medical supplies	Unit	Remarks

3. Chemicals and Reagents:

S.No	Name of the Chemicals and Reagents	Unit	Remarks

4. Cosmetic Products:

S.No	Name of the Cosmetic Products	Unit	Remarks

Financial Bid Format (BOQ)
(To be submitted through CPP Portal in prescribed Excel Sheet-Cover-2 only)

Category of items	Weightage (in %)	Minimum Assured %age of Monthly Turnover
Monthly License Fee (In terms of Revenue Sharing in percentage on Monthly Turnover of the Pharmacy Outlet)	100	5%

Note:

1. Offered revenue sharing percentage should not be less than the Minimum Assured percentage i.e. 5% as mentioned above.