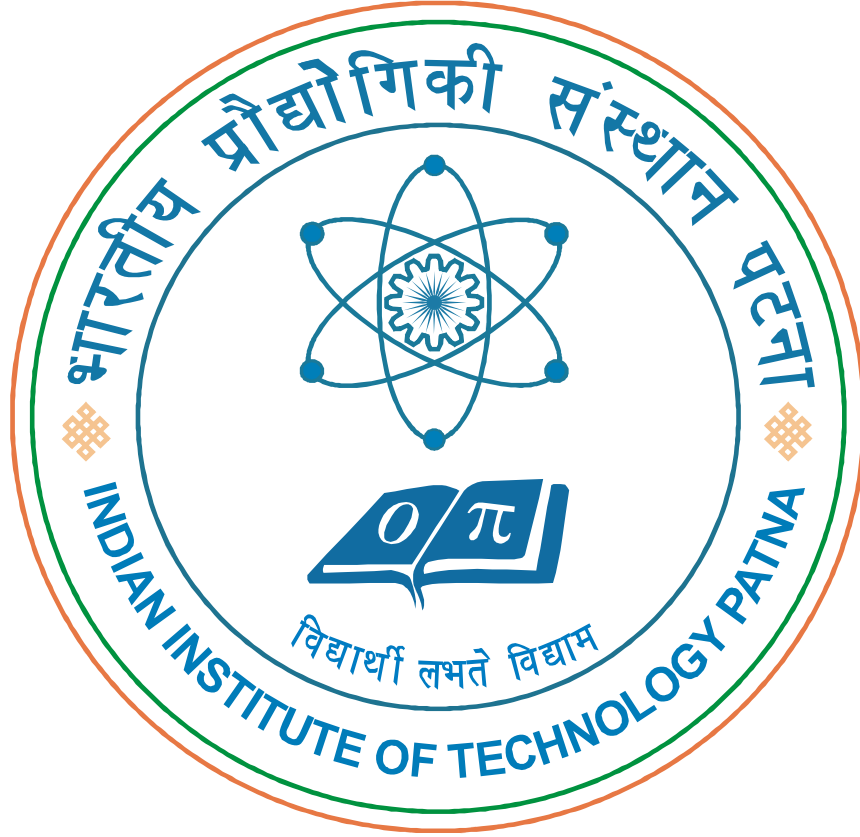


**INDIAN INSTITUTE OF TECHNOLOGY PATNA**

**BIHTA, PATNA – 801 106 (Bihar)**

**Phone: (06115) 233103**

**[registrar@iitp.ac.in](mailto:registrar@iitp.ac.in)**



Ref No. **IITP/ADMIN/Pharmacy/2023/02/1309**; Date: 22/08/2023

“E -Tender for Setting up and operating a Pharmacy / Chemist Shop in the premises of Institute Health Care Centre for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices etc. “

**ONLINE BIDS INVITED THROUGH: [www.eprocure.gov.in](http://www.eprocure.gov.in)**

**TENDER ALSO AVAILABLE ON: [www.iitp.ac.in](http://www.iitp.ac.in)**

Name of work- “E -Tender for Setting up and operating a Pharmacy / Chemist Shop in the premises of Institute Health Care Centre for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices etc. “

| <b>Sl. No.</b> | <b>Description</b>   | <b>Page No.</b> |
|----------------|--|-----------------|
| 1.             | INSTRUCTIONS FOR ONLINE BID SUBMISSION                                 | <b>3-5</b>      |
| 2.             | Notice Inviting E-Tender   | <b>6-8</b>      |
| 3.             | Critical Date Sheet  | <b>9</b>        |
| 4.             | Bidder's Pre-Qualifying Criteria                                       | <b>10-11</b>    |
| 5.             | Scope of Work and Supply   | <b>11-12</b>    |
| 6.             | Price Offer from Bidder:   | <b>13</b>       |
| 7.             | Bid Evaluation Methodology   | <b>14</b>       |
| 8.             | Special Terms & Conditions of Contract                                 | <b>15-20</b>    |
| 9.             | Format for Bank Guarantee- Annexure-A                                  | <b>21-22</b>    |
| 10.            | Experience of Operating Pharmacy, Annexure-B                           | <b>23</b>       |
| 11.            | Pre-Contract Integrity Pact- Annexure-C                                | <b>24-29</b>    |
| 12.            | Affidavit Regarding Blacklisting/ Non-Blacklisting- Annexure-D         | <b>30</b>       |
| 13.            | Proforma For Annual Turnover, Annexure- E                              | <b>31</b>       |
| 14.            | Tender Acceptance Letter, Annexure-F                                   | <b>32</b>       |
| 15.            | Checklist for Submission of Bid, Annexure-G                            | <b>33</b>       |
| 16.            | Discount offered on FMCG/Personnel label brands/any others, Annexure-H | <b>34</b>       |
| 17.            | Bidder Basic Information, Annexure-I                                   | <b>35</b>       |
| 18.            | Price Bid, Annexure-J  | <b>36</b>       |
| 19.            | Format of BoQ, Annexure-K  | <b>37</b>       |

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

As per the directives of the Department of Expenditure, this tender document has been published on the Central Public Procurement Portal [URL:https://eprocure.gov.in/eprocure/app](https://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 only to assist the bidders in registering on the CPP Portal, preparing their bids in accordance with the requirements, and submitting their bids online on the CPP Portal. More information for submission of online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app> .

### **1. Registration:**

- 1.1 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 “Click here to Enroll”. **Enrolment on the CPP Portal is free of charge.**
- 1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 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.
- 1.4 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 / n-Code / e-Mudra etc.), with their profile.
- 1.5 Only one valid DSC should be registered by a bidder. Please note that the bidder is responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 1.6 Bidder has to log on to the site through secured log-in user ID & password and the password of the DSC / e-Token.

### **2. Searching for Tender Documents:**

- 2.1 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.
- 2.2 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 Tender” 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.
- 2.3 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.

**3. Preparation of Bids:**

- 3.1 Bidder should take into account that any corrigendum published, if any, in respect of the tender document before submitting their bids.
- 3.2 Bidder, in advance, should be ready for the bid documents to be submitted as indicated in the tender document/schedule in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 3.3 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.

**4. Submission of Bids:**

- 4.1 Bidder should logon to 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 date. Bidder will be responsible for any delay due to other issues.
- 4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3 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 submit it online. If the format of financial bid is found to be modified by the bidder, the bid will be rejected.
- 4.4 The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referring the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4.5 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 128bit encryption technology. Data storage encryption for sensitive fields is done.
- 4.6 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.7 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.
- 4.8 Kindly submit scanned PDF of all relevant documents.

**5. Assistance to Bidders:**

- 5.1 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.
- 5.2 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 numbers for the helpdesk are 0120-4200462, 0120-4001002, 0120-4001005 and 0120- 6277787.

**6. General Instructions to the Bidders:**

- 6.1 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 only
- 6.2 Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company 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 under the link “Information about DSC”.
- 6.3 Bidders are advised to follow the instructions provided in the Instructions to the Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement [t https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app).
- 6.4 Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and [www.iitp.ac.in](http://www.iitp.ac.in) shall **not tamper/modify the tender form including downloaded price bid template in any manner**. If the same is found to be tampered/ modified in any manner, tender will be completely rejected.

## **NOTICE INVITING E-TENDER**

Indian Institute of Technology Patna, an Institute of National Eminence under the Ministry of Education, Government of India requires the services of a reputed, well established and financially sound Company / Firm / Agency for “Setting up and operating a Pharmacy / Chemist Shop in the premises of Institute Health Care Centre for the supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices etc.” to the student, employees and their dependents.

Pre-bid meeting with the prospective bidders will be held on the date mentioned on the critical date sheet to apprise the bidders about the expectations of the Institute and to familiarize them with the scope of work and obligations in the proposed contract.

On behalf the Director, IIT Patna, online tender from eligible, experienced and financially sound Companies / Firms / Agencies for Setting up and operating a Pharmacy / Chemist Shop in the premises of Institute Health Care Centre is invited.

Tender Documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> or IIT Patna website <https://www.iitp.ac.in/index.php/en-us/services-amenities/stores-and-purchase/tenders> .

Bidders can access tender documents on the CPP Portal. They are required to select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://eprocure.gov.in/eprocure/app> as per the schedule given in this tender document. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://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”. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given on the above-said website.

**No bid will be accepted manually.** All bids (both Technical and Financial) should be submitted on the E-procurement portal on <https://eprocure.gov.in/eprocure/app> or before the last date as specified in the critical date sheet. Further, all communications should be addressed to The Registrar, Indian Institute of Technology Patna, Bihta, Patna –801106, Bihar.

No physical documents would be entertained. Prospective bidders have to submit the digital copies of the sought documents through the CPP Portal only. In exceptional circumstance, IIT Patna may seek digital copies through authorized email giving a stipulated time period.

The Institute shall not be responsible for any delay in submission of online Bids. The Institute reserves the right to accept or reject any bid, cancel the tender without assigning any reason thereof. Institute's decision in this regard shall be treated as final. No correspondence in this regard will be entertained.

The interested bidder shall have to pay Bid Security (Earnest money) 4,00,000/- (four lakhs only) through DD/ FDR/ SB-Collect/ Insurance surety bond. The payment proof is required to be uploaded in appropriate packet in CPPP. Bid without Bid Security shall be summarily rejected. However, start-ups and Micro & Small Enterprises (MSE as on date of publishing tender) are exempted from paying EMD. Start-ups must be recognized as Startups by Department for Promotion of Industry and Internal Trade (DPIIT).

The Financial Bids of only those bidders who qualify in the technical bid shall be opened after evaluation by a Committee constituted for the purpose. No bidder will be allowed to withdraw its bids after the opening of technical bids. If any bidder intends to withdraw after the opening of technical bids, the bidder shall be debarred from participating in any tender of IIT Patna for 2 (two) years.

The Institute reserves the right to reject any or all the bids submitted by the bidders at any time or relax/withdraw/add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.

Any subsequent Updates, Addendums, Corrigendum etc., if any, will be published only on the website <https://eprocure.gov.in/eprocure/app> and [www.iitp.ac.in](http://www.iitp.ac.in). All bidders are required to regularly check the websites for any update(s).

This tender is being invited in compliance of Rule 144 (xi) of GFR Rules, 2017 as under:

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

Bidder (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

“Bidder from a country which shares a land border with India” for the purpose of this order means- An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose beneficial owner is situated in such a country; or A natural person who is a citizen of such a country; or A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

The beneficial owner for the purpose of (iii) above will be as under: In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation- “Controlling ownership interest” means ownership of or entitlement to more than twenty five percent of share or capital or profits of the company; “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capitals or profits of such association or body of individuals;

Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and nay other natural person exercising ultimate effective control over the trust through a chain of control or ownership.



**CRITICAL DATE SHEET**

|   |   |
|---|---|
| Title of the Tender   | “Tender for Setting up and operating a Pharmacy / Chemist Shop in the premises of Institute Health Care Centre for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices etc.”          |
| Date of Issue/Publication of E-Tender Notice  | <b>23.08.2023 (17:00 Hrs.)</b>  |
| Bid Document Download Start Date  | <b>24.08.2023 (10:00 Hrs.)</b>  |
| Last Date and Time for submitting e-mail queries regarding technical specifications and other conditions of tender document | <b>31.08.2023 (17:00 Hrs.)</b><br>(Kindly note that all queries are to be sent on the e-mail address given at the last row of this sheet. No e-mail queries shall be entertained after the aforementioned date and time). |
| Pre-Bid Meeting Date & Time.  | <b>01.09.2023 (11:00 Hrs.)</b>  |
| Bid Document Download End Date  | <b>18.09.2023 (15:00 Hrs.)</b>  |
| Last Date and Time for Uploading of Bids  | <b>18.09.2023 (15:00 Hrs.)</b>  |
| Technical Bid Opening Date  | <b>19.09.2023 (15:30 Hrs.)</b>  |
| Financial Bid Opening Date  | Financial bid opening date will be updated on eProcurement Portal only.   |
| Tender Fee  | <b>NIL</b>  |
| Bid Validity Period   | <b>180 days from the date of opening of Technical Bid</b>   |
| Earnest Money Deposit   | <b>₹ 4,00,000/-</b>   |
| Address for Communication   | The Registrar,<br>Indian Institute of Technology Patna, Bihta, Patna – 801106, Bihar.<br>Email: <a href="mailto:registrar@iitp.ac.in">registrar@iitp.ac.in</a>  |
| Contract Duration   | Initially for one year (Extendable for the next three years on satisfactory performance to be reviewed and assessed at the end of every year)   |

**1. Bidder's Pre Qualifying Criteria:**

- i. The Bidder must be holding 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 & rules made there under. (Submit copy of license)
- ii. The Bidder must not have been convicted by the State Drugs Authorities and no case should be pending under the provisions of Drugs and Cosmetics Act, 1940 & rules made there under (Submit declaration)
- iii. That the Bidder must have minimum five (05) years experience of operating a pharmacy (Submitted copy of experience/ proof).
- iv. Annual average turnover should not be less than Rs. 1,00,00,000/- (one crore only) for last three years ending on 31.03.2023, supported by audited balance sheet (Annexure-E).
- v. Bidders must submit the following along with the Unpriced Technical Bid of tender:
  - a. Copy of valid licenses for various categories of allopathic medicines issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 & rules made there under.
  - b. Copy of GST Registration Certificate.
  - c. Bidder shall submit a copy of PAN card under the Income Tax Act.
  - d. Audited annual turnover duly certified by Chartered Accountant along with profit and loss account and income and expenditure statement of the firm for the last three consecutive financial years (i.e.2020-21, 2021-22 & 2022-23).
  - e. Declaration regarding the Bidder must not have been convicted by the State Drugs Authorities and no case should be pending under the provisions of Drugs and Cosmetics Act, 1940 & rules made there under
  - f. Bidder's techno-commercial offer and all other details as per requirement of tender document.
  - g. Proof of existing retail pharmacy business setup in India.
  - h. Earnest Money Deposit or valid EMD exemption certificate.
  - i. No Correction Fluid should be used while filling up the tender document.
  - j. Power of attorney, in case an authorized representative has signed the tender.
  - k. The Bidders must accept all terms & conditions as per tender document.
  - l. Annexure - B, C, D, E, F, G, H & I.

**2. Submission of Offer**

The tender is to be submitted as a single offer with two bid systems i.e. Technical Bid and Financial Bid through CPP Portal.

**3. Earnest Money:**

The interested bidder shall have to pay Bid Security (Earnest Money) 4,00,000/- (Four Lakhs Only) through DD/ FDR/ SB-Collect/ Insurance surety bond. The payment proof is required to be uploaded in appropriate packet in CPPP. Bid without Bid Security shall be summarily

rejected. However, start-ups and Micro & Small Enterprises (MSE as on date of publishing tender) are exempted from paying EMD. The bidder taking exemption from paying EMD must submit valid exemption certificate. Start-ups must be recognized as Startups by Department for promotion of Industry and Internal Trade (DPIIT).

Link for online payment of EMD through SB Collect: <https://www.onlinesbi.sbi/sbcollect/icollecthome.htm> State- Bihar, Type- Educational Institute, Name-Indian Institute of Technology Patna Payment Category- EMD (Store & Purchase). EMD of unsuccessful bidders will be returned without any interest thereon after finalization of tender.

#### **4. Scope of work and Supply:**

- A. To set up and operate 24 x 7 Pharmacy / Chemist Shop within the premises of Institute Health Care Centre for the supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices etc. on preapproved uniform discounted rates.
- B. The unfurnished space of approx. 600 sqft. for running, managing and operating the pharmacy/chemist shop will be provided by IIT Patna. The service provider has to pay rent as decided by IIT Patna which is subject to change from time to time & electricity charges as per actual use. Intercom & internet connection will be provided free of charge by IIT Patna if available.
- C. The chemist shop will sell these items against valid prescriptions of Doctors and will submit the documentary proof of supply of these items to the beneficiary of IIT Patna at the preapproved uniform discount rates.
- D. The chemist shop will sell the medicines/ consumables, surgical items, Implants, Instruments, etc. to the student, employees & their dependents of IIT Patna, on preapproved uniform discount rates against valid prescriptions only on a cashless basis, if medicine/ implants/vaccines etc. are reimbursable as per institute guidelines which are subject to change from time to time. Institute shall not reimburse bills for non-reimbursable items.
- E. The pharmacy will sell Ayurvedic Medicine also with discounted rate as offered in BoQ.
- F. The Pharmacy will sell FMCG products also. (Refer annexure - H)
- G. The respective bills along with the prescription of students, employees (with their dependents) of IIT Patna etc. need to submit monthly (may be changed as per discretion of Institute Management) at the Administrative Office, IIT Patna, for releasing the payment.
- H. The Pharmacy will sell medicines/consumables / surgical items, implants, instruments etc. to Non- entitled patients (other than student, Employees & their dependents etc.) in cash with the same preapproved uniform discount rates.
- I. The agency also needs to supply medicines/ consumables surgical items etc. to various departments for workshop or student activities etc. at the same preapproved uniform discount rates, against the purchase requisition forwarded by respective departments on credit basis & the respective bill to be submitted to the respective departments for releasing the payment.
- J. Agency must maintain sufficient stocks of standard quality of medicines, consumables, surgical items, Implants, Instruments, etc. (including Narcotic Drugs) to avoid inconvenience to the patients.

- K. Pharmacy will indicate batch number, name of manufacturer and expiry date on BILL/ CASH MEMOS at the time of supplying the drugs, and other consumables- disposables against the valid Institute Health Care Centre Doctors prescriptions.
- L. The selected agency shall arrange & will be responsible for all clearances/formalities including drugs license from State Drug Controller for opening the chemist shop in the allotted space. The agency will produce the original copy of the Drug License under Drugs & cosmetic act 1940, Drugs & Cosmetic rules 1945 and Drugs order (price control) 1995 to the Institute authority within 30 days after awarding the contract. The agency shall be required to obtain license from the appropriate authority for dispensing Narcotic Drugs like morphine, pethidine, fentanyl, naloxone, etc.
- M. Selected agency shall be responsible to make available adequately qualified staff physically fit for duty & free of alcoholic habits to run the pharmacy round the clock as per the provisions of Drugs and Cosmetics Act, 1940 & rules made there under.
- N. The agency must engage qualified registered pharmacists- minimum of one, with proper valid registration certificates under Pharmacy Council, physically fit for duty.
- O. The agency will ensure that the pharmacist or reliever so provided will always be in duty and well behaved in all respect and the pharmacist will abide by all the instructions of the authorized officer of the institute as & when required. The agency will replace any of its staff engaged in the pharmacy on written advice from the institute if performance is not found satisfactory. The institute will not have liability whatsoever due to their retrenchment.
- P. The agency shall be fully accountable to the owner and/or appropriate authority in case of his failure to maintain the statutory obligations/ rules declared by the central / state government from time to time as may be applicable to the agency under different laws for operating the pharmacy.
- Q. The Competent Authority of IIT Patna and/or his authorized representative may issue any instruction/guidance/advice for running and managing the day-to-day affairs of the pharmacy/chemist shop through Letter/Circular/Notice/Note from time to time and the agency shall be bound to follow such advice/instructions/guidance/note for effectively providing the services to the beneficiaries of IIT Patna.
- R. The agency must provide the expenditure details of staff and students in format prescribed by IIT Patna.
- S. The agency should also provide free home delivery to staff/faculty in certain cases based on valid prescription.
- T. Present annual consumption of the medicine is approx. ₹ 1.25 Crore.

**FINANCIAL BID:**

1. Price Bid as BoQ\_XXXX.xls
2. Price Bid as BoQ\_XXXX.pdf

Registrar  
Indian Institute of Technology Patna  
Bihta, Patna – 801106  
Email: [registrar@iitp.ac.in](mailto:registrar@iitp.ac.in)

**5. Price offer from Bidder:**

The Bidder shall offer the maximum uniform discount on M.R.P. i.e. Maximum Retail price which is printed on the packings / flaps/ bottles. In case there is any anomaly between the uniform discount quoted in figures and words then the highest discount mentioned either in words or in figures will be considered for bid evaluation. The agency will be paid on M.R.P. less discount. No extra amount towards GST or any other levy/tax will be paid which has to be borne by the agency. Tampering on the printed M.R.P of the manufacturer by the local pharmacy/ chemist by using stickers or any other means will not be accepted.

6. Offers submitted by bidders with uniform discount rate below 15 % will not be accepted.

**7. Security deposit:**

The successful bidder will have to deposit interest-free security deposit of ₹ 10,00,000/- (Rupees Ten Lakhs only).

**8. Terms of payment:**

100% payment shall be made against monthly submitted correct bills preferably within 15 days from the date of submission of bill subject to certification of bills by beneficiaries.

**9. Price, Taxes, Duties:**

It is the responsibility of the agency to clear all the payments as per statutory provisions of State Government as well as Central Government. IIT Patna authority is in no way responsible for this.

**10. Other terms and conditions:**

- A. IIT Patna reserves the right to reject any or all the tenders received without assigning any reason thereof.
- B. Medical Officer will be the Officer-in-charge of the work and the agency will have to abide by the instructions of Officer-in-charge as given from time to time.
- C. Tenderers will fill up all the annexure attached to this Detailed Tender Notice clearly and sign every page of this Detailed Tender Notice before submission of the tender. Tender in which any of the required particulars and prescribed Information are missing or are incomplete, are liable to be rejected.
- D. One authorized representative of the vendor/agency may remain present during the tender opening on the date, time and venue.
- E. Contract will be awarded on the basis of Bid Evaluation Methodology.
- F. In case any of the document/information(s) furnished by a vendor/agency are found to be false/forged, such vendor will be kept in holiday list apart from other penal actions as deemed fit by IIT Patna.
- G. The agency will not engage minor workers/staff below 18 (eighteen) years of age under any circumstances. The agency will further comply with the provisions of the following act and indemnify the Institute against all claims, which may arise out of the following Acts, & Rules framed there under:

### **11. Cost of Bidding**

The Bidders shall bear all the costs associated with the preparation and submission of their bid. The Institute in no case will be responsible or be liable for these costs regardless of the conduct or outcome of the bidding process.

### **12. Bid Evaluation Methodology:**

The evaluation of the tenders shall be done on the ratio of 70:30 i.e. 70% weightage to Technical (Quality parameters) and 30% weightage to Cost. During the technical evaluation stage, each bidder shall be assigned marks out of a total 100 marks; as per parameter given below:

|   |              |
|---|--------------|
| A. Average Annual Turnover  | Max 30 Marks |
| (i) 1 to 1.5 crore  | 10 Marks     |
| (ii) More than 1.5 crore up to 2 crore                                | 20 Marks     |
| (iii) Above 2 crore   | 30 Marks     |
| B. No. of years of operation in Retail Pharmacy                       | Max 35 Marks |
| (i) 5 to 7 years  | 15 Marks     |
| (ii) More than 7 years up to 10 years                                 | 25 Marks     |
| (iii) Above 10 years  | 35 Marks     |
| C. Existing Retail Pharmacy Business setup in India                   | Max 35 Marks |
| (i) Upto 5 nos. of running pharmacies                                 | 15 Marks     |
| (ii) 6 to 10 nos. of running pharmacies                               | 25 Marks     |
| (iii) More than 10 nos. of pharmacies in more than one state in India | 35 Marks     |

In order to qualify for financial bid opening, a bidder should mandatorily score minimum 40 out of 100 marks, while scoring minimum marks in each category (i.e. A to C above).

Calculation of Technical Score: The total marks secured in the technical evaluation will be multiplied by 0.7 to arrive at the Technical score. For example, if a bidder has scored 80 out of 100 marks, the technical score of the Bidder for evaluation purposes shall be calculated as  $0.7 \times 80 = 56$ .

Calculation of Financial Score: The bidder with the highest discount shall be assigned full 30 marks. Financial scores of the other bidders shall be compared as  $[(30 \times \text{Quoted discount})/\text{Highest discount offered}]$ .

Calculation of Total score = Technical Score + Financial Score

**The bidder with the highest total score shall be considered for award of the contract.**

If two or more Bidders score equal marks, then the Bidder will be selected on the following basis:

- Bidders offering maximum discount will be awarded the contract.
- In case of equal marks and equal discount offered, the bidder having highest technical marks will be awarded the contract.
- In case of equal marks, equal discount and equal technical marks, the bidder having maximum experience will be awarded the contract.

### **13. SPECIAL TERMS & CONDITIONS OF CONTRACT**

Name of Work: “Tender for Setting up and operating a Pharmacy / Chemist Shop” in the premises of Institute Health Care Centre for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices etc.”

#### **1.0 General Definitions:**

- 1.1. "OWNER" means the Director IIT Patna.
- 1.2. "OFFICER-IN-CHARGE" means Medical Officer, Institute Health Care Centre or an official authorized by IIT Patna.
- 1.3. Agency means successful bidder/tenderer who shall be awarded the contract for maintaining and operating the Pharmacy/ Chemist shop and / or his representative duly authorized by power of attorney.

#### **2.0 Period of Contract:**

- 2.1 01 (one) years with provision for yearly extension for maximum of 3 (three) extensions at the same rates and terms & conditions to be reckoned from the date Pharmacy /Chemist shop is ready for services in Institute Health Care Centre. However, the date of operating/ maintaining the Pharmacy should not be later than 30 days from the date of acceptance of Work Order.

IIT Patna reserves the right to terminate the contract by giving one month notice to the agency without assigning any reason therefor. The service provider may terminate the contract by giving three months' notice.

In case of failure by the agency to fulfill any of the contractual obligation, the Owner/Officer-in- Charge reserves the right to rescind the contract without notice in which case the Security Deposit shall be forfeited and such a decision shall be absolutely at the discretion of the Owner / Officer-in-charge.

- 2.2 The agency will not be allowed to withdraw the contract before expiry of minimum one (01) year contract period.
- 2.3 In the event of expiry of contract period / termination of contract, the agency including the staff must vacate the space provided for the Pharmacy within five (05) days from the date of expiry / termination of contract. Otherwise institute authority will bound to take all applicable legal actions against the agency.
- 2.4 IIT Patna will not take any responsibilities for any Pharmacist / Workers at the end of the contract.

#### **2.5 Termination of Contract:**

Institute Health Care Centre reserves the right to terminate the contract at any time during the currency/subsistence of the contract by giving one month's (30 days) prior written notice to the agency, if the service/performance/conduct of the agency is found to be unsatisfactory to the Owner which may be in the nature of non-availability of medicines, dispensing wrong / expired medicines, misbehavior by



employees etc. Owner's evaluation of the performance of the agency during the period of his/her contract will be final & binding on the agency.

### **3.0 Taxes & duties:**

- 3.1 Income Tax as applicable under rule will be deducted at source from the monthly bill claimed by the agency. A certificate to this effect shall be issued to the agency if and when required.
- 3.2 Taxes & duties as applicable from time to time as per the Govt. Regulations should be binding on the agency.

### **4.0 Availability/ Unavailability of Medicines**

The firm will make available the required medicine from Patna or another city within 24 hours from the time of order placing. If medicine is not available with the firm and the same will be available in Bihta market, the firm will make available within 3 working hours. If any emergency medicine is not available inside the state and if it is available outside, then same will try to make available within 48 hours from the time of order placing. The firm shall maintain a cash balance of ₹ 15,000/- with its staff to meet the cost of medicine from local purchase. The employee of the firm is authorized to buy the medicine, if not available in the inventory of the firm.

### **5.0 Timing:**

The agency will run the pharmacy in all days in a year (including Sundays and Holidays), irrespective of any Bandh call / Curfew / Law & Order situation etc.

### **6.0 Taxes / Insurance / Licences**

All taxes and insurance as per Laws and Rules in force or to be levied in future during the contractual period in respect of Pharmacy shall have to be entirely borne by the agency.

### **7.0 Staff for Operation of Pharmacy:**

- 7.1 In order to give/provide 24 hours continuous service (round the clock service), qualified pharmacists shall have to be made available by the Agency with proper and valid registration certificate from the Pharmacy Council who are to be physically fit for duty and free from alcoholic habits.
- 7.2 The agency has to engage other qualified staff (at his own cost) to maintain & operation of Pharmacy/ chemist shop round the clock. In case of Leave / absence of staff/ pharmacist, the agency must provide proper reliever.
- 7.3 The agency shall be responsible for the proper behavior of the Pharmacist/staff and shall exercise absolute control over them. The staff should always be properly dressed and maintain punctuality & cleanliness at all times. The personnel engaged should have and maintain good health condition with proper eye sight. They should be well mannered and should be cordial in dealing with the



Staff/Patients/Attendants. If found in-disciplined or not well-behaved or not performing as per the terms of the contract, must be removed from the services, failing which it will be construed as violation of terms of contract. The Institute Health Care Centre will not have any liability, whatsoever due to their retrenchment.

- 7.4 The agency shall keep the IIT Patna indemnified against all personnel and other claim whatsoever arising out of any act or omission etc. on the part of the staff/agency.
  - 7.5 The agency shall ensure declaration under “Good conduct undertaking” by their staff.
  - 7.6 All liabilities of Pharmacist / Staffs shall be borne by the agency. The IIT Patna authority is in no way responsible for the Pharmacist/ staffs related to their Salary/ accommodation / medical treatment etc.
  - 7.7 Any damage or loss caused by agency’s persons to the Institute in whatever form would be recovered from the agency.
  - 7.8 The institute shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Agency reserves the right to change the staff with prior intimation to the IIT Patna Management.
  - 7.9 The IIT Patna will not be responsible for providing additional space to store the medicines, /consumables / surgical items, implants, instruments etc. It is the sole responsibility of the agency for arranging space meant for store.
  - 7.10 The institute is in no way responsible for any other support required for operation (transport etc.) of pharmacy.
  - 7.11 The Pharmacy is encouraged to engage qualified & efficient sales persons from nearby area.
- 8.0 In case any public complaint is received attributable to misconduct / misbehavior of agency’s personnel and is assessed as true by Institute administration, a penalty of Rs. 500/- for each such incident shall be levied and the same shall be deducted from agency’s profit. Besides the staff found involved in the incident shall be removed from the pharmacy immediately

#### **9.0 Maintenance of pharmacy:**

- 9.1 Agency is solely responsible for operation & maintenance of the Pharmacy/ Chemist shop for which an unfurnished space will be provided by IIT Patna exclusive of rent & electricity charges. Intercom & Internet connection facility free of cost.
- 9.2 Pharmacy / chemist shop should have sufficient stock of each item- Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices including Narcotic Drugs, Vaccines etc with reasonable validity. The shelf life of Drugs/ items supplied should not have passed more than half of the shelf life from the date of manufacturing, at the time of supply. The Pharmacy should have good co-ordination with Doctors for new requirement of drugs.
- 9.3 The institute will in no way be responsible for unsold medicines/ sales turnover in Pharmacy and the agency is responsible for proper replacement of medicines before expiry.

- 9.4 In case non availability of medicines in the emergency cases special effort would be put by the agency to arrange the medicines in time as notified by the treating doctor of Institute Health Care Centre. In case of failure to arrange the medicine consecutively for three occasions, the matter may be treated as breach of contract and the contract may be terminated at the discretion of Institute Health Care Centre.
- 9.5 Any supply /sale of expired medicine to any party by the pharmacy will be treated as violation of this contract and the contract will be terminated and all legal actions will be initiated.
- 9.6 The agency must start the Pharmacy / Chemist shop at Institute Health Care Centre premises within 30 days from the acceptance of Work Order. However, work order shall stand automatically cancelled if the acceptance is not received within 15 days from the date of issue.
- 9.7 IIT Patna authority will not allow to sublet the pharmacy by the respective agency.
- 9.8 Maintenance of cold chamber for vaccines & other drugs to be preserved in standard / advised temperature for which necessary arrangement has to be made by the agency.

#### **10.0 Variation in Contract Price:**

During the contractual period any variation in the discount rate offered by the agency will not be allowed.

#### **11.0 Inspection of Pharmacy:**

Institute authority reserves the right to inspect the pharmacy at any time any day without information to agency. The pharmacy has to co-operate with auditors and internal/ external vigilance team accompanied by authorized Institute Health Care Centre's representatives.

- 12.0 The Owner/Officer-in-charge shall be at liberty to withhold any payment of bill or security deposit or EMD to realize any amount due from the successful bidder(s) either by way of penalty or any other manner whatsoever.
- 13.0 In case of any dispute regarding the interpretation and application of any of the conditions of Contract and work order, tender document, the decision of the Tender Committee of IIT Patna shall be final and binding on all concerned.

#### **15.0 Penalty Clause:**

- 15.1 Prescribed medicines are to be delivered on demand, either on the same working day through understanding with local whole sellers or on the following day in rare cases. For further delay, there will be a penalty of 10% of original cost of medicine per each day's delay, subject to a maximum penalty of 30% of original cost. On expiry of 3days the prescription for the purpose of dispensing medicine for pharmacy outlet will be treated as invalid. If the list of instance of such unsupplied medicines exceeds 10 events per year, the institute shall be at liberty to cancel the contract.
- 15.2 In case of breach of agreement by the agency or if the agency fails to perform and comply with provisions of tender requirement as per agreed terms and conditions, penalty (monetary or otherwise) as deemed fit by the IIT Patna will be levied, the same shall be final and binding on the agency. Short closure of the contract due to any reason, not directly attributable to IIT Patna, shall result in recovery of part or full amount of

Security Deposit as decided by IIT Patna.

- 15.3 In case non availability of prescribed medicine, penalty will be imposed as per direction of Director IIT Patna or his representative and subsequently failure to arrange the medicine consecutively for three occasions, the matter may be treated as breach of contract and the contract may be terminated at the discretion of IIT Patna.

**16.0 Force Majeure:**

Any delays in or failure of the performance of either party hereto shall not constitute default hereunder gives rise to any claims for damages, if any to the extent such delays or failure of performance is caused by occurrence of events such as Acts of God or the public enemy expropriation or confiscation of facilities by government authorities, acts of war, rebellion, sabotage of fires, floods, explosions & riots.

**17.0 Amendment:**

Any amendment to this contract would be enforceable only if made in writing and duly signed by authorized representatives of the parties hereto.

**18.0 This tender is being invited in compliance with Rule 144 (xi) of GFR Rules, 2017 as under:**

- I. Bidder (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- II. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- III. “Bidder from a country which shares a land border with India” for the purpose of this order means.
  - a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or though one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation:**

- a.) "Controlling ownership interest" means ownership of or entitlement to more than twenty five percent of share or capital or profits of the company;
- b.) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capitals or profits of such association or body of individuals;

Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An agent is a person employed to do any act for another, or to represent another in dealings with third person.

The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

## **19. Dispute Resolution:**

- 19.1 Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by IIT Patna.
- 19.2 The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- 19.3 The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of contract, the Agency shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the agency shall continue to be made in terms of the contract. Arbitration proceedings will be held at Patna only.

## **20.0 Jurisdiction of Court:**

Courts at Patna, Bihar shall only have jurisdiction to entertain and adjudicate all disputes, actions and proceedings arising out of this contract.

ANNEXURE – A

FORMAT OF BANK GURANTEEE FOR SECURITY DEPOSIT (For an amount of Rs.10,00,000/- (Rupees Ten Lakhs only) (ON NON–JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,  
The Registrar  
IIT Patna, Bihta  
Patna, Bihar 801106

Name of Work: “Tender for Setting up and operating a Pharmacy / Chemist Shop” in the premises of Institute Health Care Centre for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices etc. “

Dear Sirs,

M/s ..... have taken tender for the work of .....  
for Institute Health Care Centre, IIT Patna, Bihta.

The tender conditions of contract provide that the Agency shall pay a sum of ₹ .....  
(Rupees.....) as initial/full security Deposit in the form there in mentioned. The form of payment of security deposit includes guarantee executed by Nationalized Schedule ‘A’ Bank, undertaking full responsibility to indemnify IIT Patna in case of default.

The said.....has approached us and at their request and in consideration of the premises we having our office at ..... have agreed to give such guarantee as hereinafter mentioned.

1. We hereby undertake and agree with you that if default shall be made by M/s.....in performing any of the terms and condition of the tender or in payment of any money payable to IIT Patna, we shall on demand pay to you in such manner as you direct the said amount of Rupees .....only or such portion thereof not exceeding the said sum as you from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said ..... and to enforce or to forebear from endorsing any powers or rights or by reason of time being given to said .....which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. .... (Rupees .....) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s ..... and /or that any dispute or disputes are pending before any officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said, but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to (₹ ..... ). Our guarantee shall remain in force until ..... unless a suit or action to enforce a claim under Guarantee is filled against us within six months from (Which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relived and discharged from all liabilities thereunder.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the power of Attorney dated granted to him by the Bank.

Yours faithfully,

-

---

Bank By its Constituted Attorney Signature of a person duly Authorized to sign on behalf Of the Bank.

**Experience of operating pharmacy during the last five (05) years**

Name of Work: “Setting up and operating a ”Pharmacy / Chemist Shop” in the premises of Institute Health Care Centre for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices”.

Name of Bidder:

| Sl. No. | Name of Organization & address where pharmacy was operating | Period from | Period to | Value of contract (if any) |
|---------|---|-------------|-----------|----------------------------|
|         |   |             |           |                            |

**\*If any bidder is having more than 05 (five) years’ experience in operating pharmacy, it can submit its experience for more than 10 years also.**

\_\_\_\_\_  
(SIGNATURE OF THE BIDDER)

**PRE-CONTRACT INTEGRITY PACT**

(To be executed on ₹ 1000/- Stamp Paper)

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2023, between, on one hand, the President of India acting through Shri \_\_\_\_\_, Designation of the officer, Ministry / Department, Government of India (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise required, his successors in office and assigns) of the First part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER/ Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered in with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, with demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in



comparison to other BIDDERS.

- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement o any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
  - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether India or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other

intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

- 4.1 The BIDDER declares the no previous transgression occurred in the last three years immediately before signing of the Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money / Security Deposit**

- 5.1 While submitting commercial bid, the BIDDER shall deposit Earnest Money/Security Deposit as specified in the tender document, with the BUYER through any of the following instruments:
  - (i) Bank Draft or a Pay Order in favour of **IIT Patna**

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instruments (to be specified in the RFP).

5.2 The Earnest Money / Security Deposit shall be valid up to a period of 180 days and 60 days beyond the contract period respectively or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions of Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanction for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the buyer, along with interest.

(vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor (s) appointed for the purposes of this Pact.

## **7. Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact of payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **9. Law and Place of Jurisdiction**

This Pact is subject Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## **10. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **11. Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, Including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. Period of Contract: Initially for one year w.e.f. \_\_\_\_\_ to \_\_\_\_\_ (Extendable for next three years on satisfactory performance to be reviewed and assessed at the end of every year)

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

BUYER

BIDDER

Name of the Officer  
Designation  
Dept./MINISTRY/PSU

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTINGFROM TAKING PART IN GOVT./ PSU/ CAB TENDER**

(To be executed on ₹ 100/- Stamp Paper and attested by Public Notary/ Executive Magistrateby the Bidder)

I/We proprietor/ Partner(s)/ Director(s) of M/s ..... her eby declare that the Firm/ Company namely M/s..... has not been blacklisted or debarred or declared non-performer, No Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court as on the date of the Affidavit in the past by IIT Patna or any other Govt. Organization/ PSU/ Central Autonomous Body from taking part in Govt. /PSU/ Central Autonomous Body tenders.

OR

I/We proprietor/ Partner(s)/ Director(s) of M/s..... hereby declare that the Firm/ Company namely M/s... was blacklisted or debarred or declared non-performer / no Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court as on the date of the Affidavit by IIT Patna or any other Govt. Department/ PSU/ Central Autonomous Body from taking part in Govt. tenders for a period of ..... years w.e.f. The period is over on and now the firm/company is entitled to take part in Govt. tenders. In case the above information found false, I/We are fully aware that the tender/contract will be rejected/cancelled by IIT Patna, andEMD shall be forfeited. In addition to the above, IIT Patna, will not be responsible to pay the bills for any completed/ partially completed work.

In the event of the firm getting blacklisted / debarred / declared non-performer in any organization from the date of filling the tender till the award of contract, the facts will be disclosed, failing which the tender/ letter of award is liable to be cancelled without assigning any reason. After award of the work to the agency if it has been found that the agency has furnished wrong declaration in this affidavit, IIT Patna may terminate the contract with immediate effect without assigning any reason. It is also certified that the firm has not been involved in any corrupt and fraudulent activities and has not been declared bankrupt.

Signature.....

Name.....

Capacity in which assigned.....

Name and Address of the Firm.....

**Date:**

**Signature of Bidder with Seal**

**PROFORMA FOR ANNUAL TURNOVER**  
**(TO BE ISSUED BY A CHARTERED ACCOUNTANT)**

This is to certify that M/s. \_\_\_\_\_ having Annual turnover (in lakh) for the following Financial Year.

| <b>Turnover</b>                   | <b>FY 2020-21</b> | <b>FY 2021-22</b> | <b>FY 2022-23</b> |
|-----------------------------------|-------------------|-------------------|-------------------|
| <b>Total Turnover Of the firm</b> |                   |                   |                   |

Seal and Signature of the Chartered

Signature (With date) and Seal of Bidder/Tenderer

**DECLARATION**  
**(TENDER ACCEPTANCE LETTER)**

I..... Son/ Daughter/ Wife of  
Shri..... Director/ Partner/ Proprietor/  
Authorized Signatory of the Company/ Firm/ Agency .....  
is competent to sign this declaration and execute this tenderdocument.

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

The information/ documents furnished for this tender are true and authentic are to the best of my knowledge and belief.

I/ We, am/ are aware of the fact that furnishing of any false information/ fabricated documents would lead to rejection of my/our tender at any stage besides any liabilities towards prosecution under the appropriate law.

Date:

Signature of Authorized person

Place:

Full Name:

Seal



**CHECKLIST FOR SUBMISSION OF BIDS**

Name of Work: “Tender for Setting up and operating a Pharmacy / Chemist Shop” in the premises of Institute Health Care Centre for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices etc.”

Name of Bidder: \_\_\_\_\_

Bidders are requested to fill this checklist and also to ensure that the details/ documents have been furnished as calledfor in this bidding document.

Please tick (b) the box for this details furnished in the bid.

1. Valid Drugs Licence under the provisions of Drugs and cosmetics Act, 1940 & rules made there under.
2. Copy of GST Registration Certificate & PAN
3. Audited annual turnover
4. EMD Payment or valid Exemption Certificate
5. Declaration regarding the chemist must not have been convicted by the State Drugs Authorities
6. Proof of Past experience
7. Proof of existing retail pharmacy business setup in India

(SIGNATURE OF THE BIDDER)

**To,  
The Registrar,  
IIT Patna,  
Bihta, Patna-801106**

**Dear Sir,**

Subject: Discount offered on FMCG/Personnel label brands/any others.

I/We offer discounts on the other items/stores:

| Sl. No. | Description of Stores                | Maximum discount offered in percentage |
|---------|--------------------------------------|--|
| 01.     | FMCG Products*                       |  |
| 02.     | Personal Label brands items, if any* |  |
| 03.     | Any other items, if any.*            |  |

\*The offered discounts on these products mentioned above will not be taken into account for Bid evaluation.

Note:

- (i) GST where payable will be on Retail Price (Sales Price) arrived after deduction of discount from M.R.P.
- (ii) GST/any other tax/levies charges if payable shall be indicated in proforma invoice/invoice otherwise no sale tax/any other tax\*levies/charges will be payable.

**Declaration by the Bidder:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Note:

- (i) No other charges would be payable by Client.
- (ii) There would be no increase in rates during the contract period

Signature of Bidder  
With seal of firm

Name of Bidder:

Place.....

Date.....

**Bidder Basic Information**

| Sl. No. | Particular                        | Details |
|---------|-----------------------------------|---------|
| 1.      | <b>Bidder's Basic Information</b> |         |
|         | a. Name of the bidder             |         |
|         | d. Communication Address          |         |
|         | e. Email id                       |         |
|         | f. Contact Numbers                |         |
|         | g. PAN No.                        |         |
|         | h. GST No.                        |         |
|         | i. Account No.                    |         |
|         | j. IFSC.                          |         |
|         | k. EPF No.                        |         |
|         | l. ESI No.                        |         |

Signature of Bidder  
With seal of firm

Place.....

Date.....

**PRICE BID**

Tender No. : IITP/ADMIN/Pharmacy/2023/02/1309

Name of Work: “Setting up and operating a Pharmacy / Chemist Shop” in the premises of Institute Health Care Centre for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices etc.”

I/We hereby offer to sell medicines/items to patients at the rate given below:

1) Uniform Discount on the Printed Maximum Retail Price offered on all items of supply-

| Sl. No. | Particular           | Percentage of Discount | Percentage of discount offered in word |
|---------|----------------------|------------------------|--|
| 1       | All Items as per BoQ |                        |  |

2) I also undertake to keep the above-quoted rate of uniform discount on the Printed Retail Price on all items available for sale, valid till the duration of this contract.

3) I also undertake that in case of discrepancy between quote in figure and words above, then the highest discount mentioned either in words or in figures will be considered for bid evaluation.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Rubber Stamp

| NUMBER #                    | TEXT #   | NUMBER # | NUMBER #                    | TEXT #               |
|-----------------------------|--|----------|-----------------------------|----------------------|
| 1                           | 2  | 13       | 54                          | 55                   |
| 1.01                        | Uniform Discount on the Printed Maximum Retail Price offered on Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices etc. |          | 0.00                        | Percentage Zero Only |
| <b>Total in Figures</b>     |  |          | <b>0.00</b>                 | Percentage Zero Only |
| <b>Quoted Rate in Words</b> |  |          | <b>Percentage Zero Only</b> |                      |