

INDIAN INSTITUTE OF TECHNOLOGY KANPUR

Tender Notification No.: IITK/HC/2017-18/01

Date: 25.07.2017

Subject: Short Term Tender Notice for opening of an Outsourced Pharmacy at the Health Centre, IIT Kanpur to provide drugs and medicines on cashless basis.

1. Sealed tenders are invited from registered, licensed, experienced and reputed Pharmacy License holders/Chemists, having a minimum turnover of Rs. 15.00 lakh during the preceding year, i.e., 2016-17 for opening of an outsourced pharmacy at the Health Centre, IIT Kanpur, for a period of three years from the date of contract, subject to satisfactory performance and compliance of other conditions as prescribed in the agreement.
2. The Bidding schedule, essential conditions, terms & conditions of agreement are prescribed in the Tender Document.
3. The tender details/document can also be downloaded from the website: <http://www.iitk.ac.in/new/tenders-notice> & <http://www.iitk.ac.in/hc/tender-notice>
4. The tenders should be sealed and superscripted "Tender for opening of an outsourced pharmacy at the Health Centre of IIT Kanpur" and should be addressed to the 'The Registrar, IIT Kanpur' Post Office: I.I.T. Kanpur - 208016 (India).
5. Sealed bids must be submitted in the Registrar Office, IIT Kanpur latest by 15:00 hrs. on **18.08.2017**.
6. The bids received after the prescribed date and time would not be opened and would be summarily rejected. Bids with incomplete information are also liable to be rejected.
7. The Director, IIT Kanpur reserves the right to reject any or all bids in full or part without assigning any reasons, whatsoever and without giving any compensation. The decision of the Director in this regard shall be final and binding and would not be subject to any question or query.
8. The bidders shall visit the Institute website <http://www.iitk.ac.in/new/tenders-notice> & <http://www.iitk.ac.in/hc/tender-notice> regularly, for any amendments regarding this tender notification.

Registrar

INDIAN INSTITUTE OF TECHNOLOGY KANPUR

TENDER FOR OPENING OF AN OUTSOURCED PHARMACY AT THE HEALTH CENTRE, IIT KANPUR TO PROVIDE DRUGS AND MEDICINES ON CASHLESS MODE

Tender Notification No.: IITK/HC/2017-18/01

Date: July 25th, 2017

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INDIAN INSTITUTE OF TECHNOLOGY KANPUR
TENDER DOCUMENT

FOR

**OPENING OF AN OUTSOURCED PHARMACY AT THE HEALTH CENTRE OF
IIT KANPUR TO PROVIDE DRUGS & MEDICINES ON CASHLESS MODE**

Tender Notification No.: IITK/HC/2017-18/01

Date: 25.07.2017

IIT Kanpur is one of the Institutes of national importance. The Institute currently provides drugs and medicines prescribed by the Medical Officers of the Institute to the Institute employees and their dependents on cashless mode. The Institute intends to provide the prescribed drugs and medicines to those employee and their dependents that are willing to avail the prescribed drugs and medicines from the Health Centre itself, through outsourced mode, by cashless method rather they purchasing under their own arrangements and claiming for re-imburement. The Health Centre has already earmarked a suitable place adjacent to its premises wherein an 'Outsourced Pharmacy' has been operating until now and wherein, the proposed outsourced pharmacy shall operate to ensure timely supply of the drugs and medicines on prescription by the Institute Medical Officers and the Visiting Consultants. With this objective, IIT Kanpur invites sealed tenders from the eligible Pharmacy License holders/Chemists for opening of an outsourced pharmacy at the Health Centre, IIT Kanpur to provide drugs and medicines to the Institute employees and their dependents.

Bidding Schedule

Detailed schedule of the bidding is as follows:

1	Availability of Bid Documents	The bid documents are Free of cost and can be downloaded from the Institute website: http://www.iitk.ac.in/new/tenders-notice & http://www.iitk.ac.in/hc/tender-notice
2	Date and Time of issue of blank Bid Documents	The bid Documents can be downloaded from 1:00 p.m. from 26.07.2017 onwards from the Institute website http://www.iitk.ac.in/new/tenders-notice & http://www.iitk.ac.in/hc/tender-notice No separate hardcopy will be issued from this office.
3	Pre-bid meeting	21.08.2017 at 3.00 PM in FB-212, IIT Kanpur
4	Amount of Earnest Money Deposit (E.M.D)	Rs. 30,000/- (Rupees thirty thousand Only)
5	Address/place where the Sealed Bids are to be submitted	Room No. FB-206, Registrar's Office, IIT Kanpur
6	Last date and Time for submission of duly completed sealed Bids.	18.08.2017 till 3.00 p.m.
7	Date and Time of Opening of: (a) Technical Bids (b) Financial Bids	a) 21.08.2017 at 3.30 PM in FB-212, IIT Kanpur b) 23.08.2017 (tentatively) at 4 PM in FB-212, IIT Kanpur (Subject to change under intimation at the website)

- Note:-**
1. If any date falls on a Holiday, the date of the events mentioned above shall be the next working day.
 2. The sealed bids must be submitted in the Registrar Office, IIT Kanpur latest by 15:00 hrs. on **18.08.2017** whether by hand or by postal means. However, no explanation regarding delays caused due to postal lapses shall be entertained.

SECTION – I**Instructions to Bidders****1. SCOPE OF WORK**

- 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 outsourced Pharmacy will operate 24X7 days in a week.

2. ELIGIBILITY

- a) The bidding Chemist/Firm must hold **valid drug License** as on the date of Bid opening. The successful bidder shall have to apply and obtain a valid drug licence 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 **within sixty days from the date of award of the tender. Besides, the bidder shall also be required to have/obtain all other licenses/registrations as may be necessary from time to time under various laws/enactments.**
- b) The Chemist/Firm must **not have been convicted** by any Drugs Control Authority and no case should be pending under the Drugs and Cosmetics Act and Rules.
- c) The bidding Chemist/Firm should have the experience of having established/run such a Pharmacy for at least three consecutive years in a reputed establishment.
- d) The Chemist / Firm should have the experience of at least **Three years** in the similar field as stated in the **"Scope of Work"**.
- e) The Annual Turnover of the Bidder must not be less than Rs. **15.00 Lakh** during the preceding year, i.e., 2016-17.
- f) The Outsourced Pharmacy will be established inside the outlet provided adjacent to the Institute Health Centre.

3. COST OF BIDDING

The prospective bidders shall bear all the costs associated with the preparation and submission of their bid. IIT Kanpur shall not be responsible or liable for these costs regardless of conduct or outcome of the bidding process.

4. PRE-BID MEETING

- a) A Pre-bid meeting open to all prospective bidders will be held as per the **Bidding Schedule** in Room No. FB-212, IIT Kanpur wherein the prospective bidders will

have an opportunity to obtain clarifications regarding the work and tender conditions.

- b) The prospective bidders shall be free to ask for any additional information and clarifications concerning the work either in writing or orally. The clarifications given will be common and applicable to all bidders.

5. AMMENDMENT OF TENDER DOCUMENT OR ITS PROCEEDINGS

- a) The Tender Document or its proceedings may be modified or revised by IIT Kanpur at its own initiative by whole or in part by an amendment published in the Institute Website <http://www.iitk.ac.in/new/tenders-notice> & <http://www.iitk.ac.in/hc/tender-notice> from time to time.
- b) No Notification in Newspapers would be made for any modification or revision of the tender document or its proceedings.
- c) IIT Kanpur may at its own discretion extend the last date for the submission of bids.

Note: It shall be the responsibility of the Bidder to check the Institute website for any updates relating to this tender notification.

6. BIDDING PROCEDURE, SIGNING AND SEALING OF BIDS

6.01. The bidder must submit his Bid in **two sealed envelopes** as mentioned below:

Envelope No. 1 :- Called “Technical Bid Envelope” containing :-

(A) Earnest Money

The Bidder is required to submit an Earnest Money of Rs. **30,000/-** (Rupees thirty thousand only) through Demand Draft in favour of **“The Registrar, IIT Kanpur” payable at Kanpur**. The Demand Draft must be issued by a Scheduled Bank.

(B) Documents establishing Bidders eligibility (Technical Bid)

The following documents should be submitted along with the Technical Bid in the sequence mentioned below. Each page will be duly signed and serially numbered. Any corrections or overwriting must be duly attested.

- i.* Photocopy of the Demand Draft by which Earnest Money has been submitted.
- ii.* Self attested copies of valid Licenses held by the bidder as on the date of Bid opening in specified forms: For various categories of drugs/medicines issued by the Drugs Control Department, Govt. of UP under the provisions of The Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945 and any other Act for the time being in force. The successful Bidder will further ensure that their Licenses remain valid till the end of the contract including the extended period, if any.
- iii.* Declaration of Bidder as per **ANNEXURE - B**.
- iv.* Copy of the Partnership Deed if the bidder is a Partnership concern and in case of a company, copy of the Memorandum of Association and Article of Association.
- v.* Trade Tax Registration Certificate/VAT No.

- vi. Letter of Authority as per **ANNEXURE - C**.
- vii. A sworn affidavit that no case is pending against the firm/bidder under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs Price Control Order issued from time to time.
- viii. Copy of the Balance sheet for the preceding financial year, i.e., 2016-17 to establish the turnover of the bidder.
- ix. Copy of Certificates of registration with the income tax departments/PAN of the firm.

Envelope No. 2 :- Called “Commercial Bid Envelope” which shall contain:-

Duly filled prescribed Bid form (Price Bid as per **ANNEXURE A**) containing the Discount offered.

6.02.

- a) The Bid is liable to be rejected, if the information/documents have not been furnished as asked for in **Clause - 6.01 (B)** above.
- b) Individual signing the Bid and other Documents must specify whether he/she signs as:
 - i. The sole proprietor of the firm, or constituted attorney of such proprietor.
 - ii. A partner of the firm, if it is a partnership firm or authorised signatory in case of a company and in such case, he/she must have the lawful authority to sign the bid on behalf of the bidder.

Note:

- 1. In case of (ii) above, a copy of the Partnership Deed, General Power of Attorney, duly attested by a notary public and an affidavit to the effect that all the partners admit execution of the partnership and in case of a company, lawful resolution passed in this regard and/or the General Power of Attorney be furnished.
 - 2. In case of Partnership, where no authority to refer disputes concerning the business or the partnership has been conferred on any such partner, the Bid and all other related documents must be signed by every partner of the firm.
 - 3. A person signing the Bid form or any documents forming part of the bid on behalf of another shall be deemed under warranty that he has authority to bind the other person with all of his acts. If on enquiry, it appears that the person so signing has/had no authority to do so, IIT Kanpur without prejudice to other Civil and Criminal remedies, can cancel the contract and hold the signatory responsible for all costs and conveyances arising there-from.
- 6.03. The Technical Bid and the Commercial Bid Envelopes, both shall be sealed separately and shall clearly indicate “ **Envelope No.1 – Technical Bid**” and “**Envelope No.2 - Commercial Bid**” respectively. Both the sealed envelopes shall further be kept in a “**Third Envelope**” which shall also be sealed and superscripted “Bid for Opening of an outsourced pharmacy at the Health Centre of IIT Kanpur” and should be addressed to the “**The Registrar, IIT Kanpur, Kanpur - 208016**”.

Please write the Tender Notification Number on each Envelope and seal all the Envelopes.

6.04. **PERIOD OF VALIDITY OF BIDS**

The Bids shall be valid for acceptance for 90 Days after the date of their opening, and shall be further extendable by another 30 Days at the request of the Director, IIT Kanpur.

6.05. **PERIOD OF CONTRACT**

The contract shall be for a period of three years from the date of the signing of the contract. However, in case of unsatisfactory service and performance, it would be liable to be terminated by giving one month's notice.

The term of the contract may at the discretion of the Institute, be extended for a further period of two years on same terms and conditions provided the other party is also agreeable to it. The term of the contract shall be extended through a simple letter issued in this behalf by the Institute.

6.06. **RIGHT TO ACCEPT / REJECT ANY BID**

The Director, IIT Kanpur reserves the right to accept any bid, and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for any such action.

The Director, IIT Kanpur doesn't pledge himself to accept the highest discount offered in the Bid and reserves to himself the right of accepting the whole or any part of the Bid and the Bidder shall be bound to execute the same as per ***the scope of work***.

6.07. **PERFORMANCE SECURITY GUARANTEE**

The Successful bidder will have to furnish a Performance Guarantee of Rupees **1,00,000/-** (Rupees one Lac only) through Fixed Deposit Receipt of a Scheduled Bank valid for 38 months and payable to "The Director, IIT Kanpur". No claim shall be made against "The Director, IIT Kanpur" in respect of interest, if any, on the Performance Security. However, if the term of the contract is extended for any further period, the firm shall have to either furnish a fresh performance guarantee of identical amount so as to cover the said extended period with two months more period.

6.08. **CORRUPT OR FRAUDULENT PRACTICES**

- a) IIT Kanpur requires that the Bidder under this bid observes the highest standards of ethics during the procurement and execution of contract.
- b) In pursuance of this policy, the terms are set forth as follows:
 - i. "Corrupt Practice" means offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution.
 - ii. "Fraudulent Practice" means misrepresentation of facts in order to influence the procurement process or execution of contract to the detriment of the IIT Kanpur, and collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive IIT Kanpur of the benefits of free and open competition;
- c) IIT Kanpur will reject the award of contract if it determines that the bidder has/had engaged in corrupt or fraudulent practices in competing for or securing the contract in question;

- d) IIT Kanpur will declare a firm ineligible, either indefinitely or for a specified period of time, for award of any contract if at any time, it determines that the firm has/had engaged in corrupt and fraudulent practices in competing for or in executing the contract.

6.09. **FORFEITURE**

The Earnest Money may be forfeited if a Bidder withdraws its tender during the period of bid validity or in case of the successful Bidder, the Bidder fails;

- a) To sign the contract in accordance with the terms and conditions, and
- b) To furnish Performance Security as specified in the terms and conditions.

7. **SUBMISSION OF BIDS**

- a) The Bidders will submit the Bids in the Registrar Office, IIT Kanpur by the time and date as stipulated in the Bidding Schedule. The Bids received after this date and time will not be entertained. No explanations regarding postal delays shall be entertained.
- b) Conditional Bids will not be accepted.

8. **PRICING**

The Bidder shall have to quote a uniform discount on Maximum Retail Price (M.R.P) printed on the Strip/Bottle/Unit packed in percentage terms in respect of all drugs and medicines, for stocking and dispensing to be made under the Contract (including the non-reimbursable medicines on the prescription). The quoted rate/offer shall be inclusive of all applicable taxes including VAT and shall remain valid for the entire duration of the contract including the extended period, if any.

9. **PHYSICAL VISIT OF THE SITE**

The Bidders are free to visit the provisions of the Pharmacy outlet at the Institute Health Centre and physically verify the premises during the working hours of the Health Centre, with the permission of the Institute Medical Officers/In-charge/ Authorities.

10. **OPENING OF BIDS**

The bids shall be opened at the Room No. FB - 212, IIT Kanpur. One representative of the Bidder having the Authority letter (**ANNEXURE-C**) can attend the Bid opening event. The Technical Bid envelopes would be opened first at the time and date stipulated in the Bidding Schedule. Thereafter, the Commercial Bid Envelopes shall be opened of such offers only whose Technical Bids have been termed accepted after due evaluation. The commercial bids may be opened on the same date or any subsequent date, which shall be intimated to the respective bidders.

11. **NOTIFICATION OF ACCEPTANCE OF BID**

The Registrar, IIT Kanpur, will communicate acceptance of the bid by a letter.

12. MISCELLANEOUS

- a) The appointed Outsourced Pharmacy will, as and when required, attend the meetings fixed by the Institute Authorities or by the Institute Health Centre Committee.
- b) The Bidder's Earnest Money Deposit (E.M.D) will be discharged/returned by the Institute, as far as possible, within 30 Days after the expiration of the prescribed period of tender validity or after the completion of the tendering process.
- c) The Outsourced Pharmacy shall have its own approved letter pad, rubber stamp seal etc.
- d) Only Qualified Pharmacists shall dispense the Medicines/Drugs at the Pharmacy outlet of the Institute Health Centre.
- e) The Outsourced Pharmacy shall produce Registration Certificate of the Qualified Person (Pharmacist) engaged in Dispensing of the Medicines/Drugs and comply with the standards of Drugs and Cosmetics Act, 1940 and Rules 1945, as applicable from time to time.
- f) A semi-furnished outlet to run the Pharmacy will be provided adjacent to the Institute Health Centre, which will be duly fitted with racks for storage of medicines. It shall be the sole responsibility of the Outsourced Pharmacy to maintain the structure and furniture of the outlet. Any alteration or modification (Civil/Electrical), if necessary, shall be carried out only after pre-approval of the Director, IIT Kanpur.
- g) The licensee shall be liable to pay to the Institute, the monthly license fee as well as the electricity charges for the premises of the Pharmacy Outlet at the rates that may be applicable and in force for commercial establishments from time to time. The electricity charges would however be payable on actual consumption basis. Both the charges, i.e., the license fee and the electricity charges will be paid by 10th of every following month by the Outsourced Pharmacy. In case of failure to pay the same in time as aforesaid, a penalty @ Rs. 100/- per month will be charged on electricity consumption and in case of licence fee, Rs. 100/- per month on compounding basis. For electricity consumption purposes, a separate metre would be installed by the Institute through the IWD. Payment of both the licence fee and the electricity charges shall be made in the Estate Office of the Institute and copy of the receipt issued in this behalf shall be produced in the Office of the Health Centre within 48 hours of issue of the receipt.
- h) The Outsourced Pharmacy shall be run by the contractor and no subletting shall be allowed under any circumstances, whatsoever.
- i) The Possession of the Premises (Pharmacy Outlet) granted to the Outsourced Pharmacy shall be with the Contractor and therein, the contractor shall stock/dispense the medicines/drugs.
- j) No Advance Payment shall be made to the successful bidder by IIT Kanpur in any form or under any circumstances.

SECTION – II**Terms and Conditions of the Contract****1. ESTABLISHING THE OUTSOURCED PHARMACY**

The Outsourced Pharmacy will be run in the outlet premises provided adjacent to the Health Centre, IIT Kanpur and should be established immediately by the successful bidder at his own cost after signing the contract agreement.

2. DISPENSING AS PER PRESCRIPTION

- a) The medicines/Drugs are to be dispensed to the beneficiaries as per the prescription of the Institute Medical Officers and the visiting Consultants for the period mentioned in the prescription.
- b) 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 in clause 6 below. The discount would be available on the non-reimbursable medicines also.
- c) The Dispensing Job should be done by a Registered Pharmacist (Qualified Person).

3. NON SUBSTITUTION

In case of prescription for specific brand of medicines, the brand shall not be substituted.

4. PACKED SUPPLIES

The Medicines/Drugs are to be dispensed as per the original packing of the Manufacturer.

5. LIFE PERIOD OF MEDICINES SUPPLIED

Every Medicine has its own shelf-life period mentioned on the label of medicine. All items stocked or Dispensed should have at least 3/4th of its remaining shelf life.

6. PRESENTATION OF BILLS

The Outsourced 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.

7. PERIOD UPTO WHICH SUPPLY ORDERS WILL BE PLACED

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.

8. PERFORMANCE SECURITY

The Bidder whose bid has finally been accepted by the Institute, shall have to deposit a sum of Rs 1,00,000/- (Rupees One Lac Only) towards Performance Security through bank draft in favour of Registrar, IIT Kanpur payable at Kanpur. The bank draft must be valid for the entire period of contract including the extended term of contract, if any. The Performance Security shall be liable to be forfeited, if the medicines/drugs, etc. are not as per the intent of the Institute Medical Officers or not conforming to quality.

The Performance Security is also liable to be forfeited if the Outsourced Pharmacy:

- a) Fails to adhere to the terms and conditions of the contract, or
- b) Stocks/Dispenses any sub-standard, spurious drugs or substitute medicines, or
- c) Delays the supplies, or
- d) Over charges.

The outsourced Pharmacy shall under no circumstances stop the supplies of the medicines/drugs without giving three months' prior notice.

9. DEDUCTIONS FOR DELAY / DEFAULT

- a) 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 outsourced pharmacy will be penalized with Rs. 1,000 + cost of the specific brand of medicines for each such default.
- b) The prescribed medicines/drugs should be made available at the outsourced 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.

10. TERMINATION FOR DEFAULT

IIT Kanpur may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the Contract in whole or part:

- a) If the bidder fails to provide any or all of the services within the period(s) specified in the contract.
- b) If the bidder fails to perform any other obligation(s) under the Contract.
- c) If the bidder, in the judgment of the IIT Kanpur, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

ANNEXURE – A

OUTSOURCING OF PHARMACY ACTIVITIES AT IIT KANPUR HEALTH CENTRE

PRICE BID

From:

(Complete Address of the bidder with email/Phone/Fax & Mobile No.)

To,

The Registrar
Indian Institute of Technology Kanpur
Kanpur – PIN 208 016 (U.P.)

Dear Sir,

I / We offer to stock the branded medicines/drugs of well reputed Companies as prescribed by the Institute Medical Officers and dispense the same to the Beneficiaries as per the prescription of the Institute Medical Officers and the Visiting Consultants at the rates in percentage given below:-

Uniform Discount on the Maximum Retail Price (M.R.P) Offered by me/my Firm shall be:

a. _____
(In percentage term – in Figures)

b. _____
(In percentage term – in Words)

2. I/We undertake to keep the above quoted rate of discount on the Printed Maximum Retail Price on all items stocked and dispensed valid till the duration of this contract including the extended period, if any. No other taxes or charges, including VAT, shall be leviable on the uniform discount quoted above by me/us.

3. I/We also undertake that the medicines/ drugs shall be stocked as per the prescription and dispensed as per the contract/extension of contract and no “Substitute Medicines/Drugs” will be stocked/ Dispensed.

Signature

Name.....

Rubber Stamp Seal.

ANNEXURE - B**OUTSOURCING OF PHARMACY ACTIVITIES AT IIT KANPUR HEALTH CENTRE**Declaration of Bidder

From:

(Complete Address of the bidder with email/Phone/Fax & Mobile No.)

To,

The Registrar
Indian Institute of Technology
Kanpur – PIN 208 016

Dear Sir,

1. I/We hereby agree to run the Pharmacy in the outlet provided adjacent to the Health Centre of IIT Kanpur, as per the requirements of IIT Kanpur.
2. I / We hereby offer to stock and dispense medicine at the Outsourced Pharmacy of the Health Centre, IIT Kanpur as indicated in the Bid notice, and further specified in the acceptance of Bid at the rate in percentage given in Price Bid attached and agree to hold this offer open till I / We shall be bound by a communication of acceptance dispatched within the prescribed time.
3. I / We have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
4. I / We are fully aware of the nature of Medicines/Drugs required and my / our offer is to stock the Branded Allopathic Medicines/Drugs of well reputed Companies as indented by the Institute Medical Officers and dispense the same to the Beneficiaries as per the prescription of the Institute Medical Officers/Visiting Consultants in accordance with the requirements of the IIT Kanpur.
6. I / We agree to arrange supplies of branded standard quality medicines/drugs in accordance with the nomenclature, specifications, packages and quantity indented by the Institute Resident Medical Officer.
7. I /We agree to dispense the Medicines/Drugs to the beneficiaries of IIT Kanpur by Qualified Professionals (Pharmacists) at all time.
8. I /We agree that the stocking and dispensing of aforesaid will comply with the provisions of Drugs & Cosmetics Act, 1940 and rules 1945 made there under.
9. My / Our firm has not been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act 1940 and Rules 1945

SIGNATURE OF WITNESS
NAME:
ADDRESS:

SIGNATURE OF BIDDER
NAME
ADDRESS:

DATE:

DATE:

Letter of Authority

(To be signed by the Head of the firm)

OUTSOURCING OF PHARMACY ACTIVITIES AT IIT KANPUR HEALTH CENTRE

Shri/Smt..... working as in
(Name of the Firm/Chemist shop) has been authorized to sign
the Tender Document No. for the Outsourcing of Pharmacy
Activities at IIT Kanpur Health Centre on our behalf. He/She is also authorized to
conclude the contract and take decisions as may be necessary in connection with this
tender.

The specimen signature of Shri/Smt (Name of the
Authorized person) are given below and duly attested by us.

Specimen Signature of Shri/ Smt.....

Attested by:

Signature:
Name of the partner/ proprietor of
chemist shop with Stamp

DRAFT AGREEMENT
TO OPEN AN OUTSOURCE OF PHARMACY
AT
Health Centre, IIT Kanpur

BETWEEN

INDIAN INSTITUTE OF TECHNOLOGY KANPUR

AND

M/s.....

THE LICENSE / CONTRACT HOLDER

AGREEMENT

This License/Contract agreement is made at IIT Kanpur and entered into on this the.....day of month of the year....._ , by and between

M/s....., address..... through
ShriS/o....., address.....,
Proprietor/Partner/Director/Authorized Signatory which constitute the
“License /Contract holder”, which expression shall unless it is repugnant to the
context or meaning thereof shall deem to mean and include its successors and
assigns of the **ONE PART**.

AND

The Registrar, Indian Institute of Technology Kanpur, hereafter referred to as “IIT Kanpur”, which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assigns of the **OTHER PART**.

Whereas, the Institute had invited tenders (Tender Notification No. date:.....) from the interested and eligible Pharmacy License holders/ Chemists for outsourcing of pharmacy activities at the Health Centre of IIT Kanpur on cashless mode for the use and benefit of the Beneficiaries of the Institute.

And whereas, among several Pharmacy License holders / Chemists, who had applied for the tender, after negotiations with the short listed parties, the Institute found the Bid of M/s..... to be most reasonable and acceptable and has accordingly, decided to grant the permission to the said firm for undertaking the outsourcing of pharmacy activities at IIT Kanpur as per agreed terms and conditions mentioned here as under.

NOW, THEREFORE, It is hereby agreed between the Parties as follows:

Article 1: Effective Date

The Institute hereby agrees to grant the permission to Sri..... to undertake outsourcing of Pharmacy Activities as per SCOPE OF WORK in SECTION-I of the tender notification (which is annexed and will be a part and parcel of this License/contract agreement, for all purposes) at the Institute Health Centre for a period of three years (which shall be extendable further period of 2 years at the discretion of Institute subject to the other party agreeing to it), on License/contract basis, from the date of signing this License agreement or until otherwise terminated as provided for in this License/contract. However, in case of unsatisfactory service and performance, it is liable to be terminated by giving one month’s notice.

Article 2: General Provisions

I- Section I and Section-II of the tender document shall form part & parcel of this agreement.

DEFINITIONS & INTERPRETATIONS

II-

- a) **“License/contract”** shall mean this Agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.
- b) **“Outsourced Pharmacy”** means a Licensed Pharmacy operating adjacent to the Institute Health Centre, which is authorized by IIT Kanpur under this agreement on contract/ License basis and where the medicines/drugs are Dispensed as per the prescription of the Institute Medical Officers/Visiting Consultants/Doctors of Outsourced Health Care Services Provider.
- c) **“License/Contract holder”** means the bidder whose bid has been accepted by IIT Kanpur and has been allowed to establish the Outsourced Pharmacy.
- d) **“Pharmacist”** means a qualified, experienced and registered Diploma or Degree holder in Pharmacy.
- e) **“Deployed persons”** means the manpower provided by the License/Contract holder.
- f) **“Institute”** means Indian Institute of Technology Kanpur (IIT Kanpur) and shall deem to mean and include its successors and assignees.
- g) **“Beneficiaries”** means the IIT Kanpur Students, staff and their eligible dependents.
- h) **“Health Centre”** means the Hospital of the Institute.
- i) **“Medical Officers”** means all Medical Officers of the Institute.
- j) **“Patient”** means a Beneficiary suffering from a disease.
- k) **“Quoted Rate”** means the rates quoted by the License/Contract holder.
- l) **“Party”** shall mean either the Institute or the License/Contract holder and “Parties” shall mean both the Institute and the License/Contract holder.
- m) **“Visiting Consultant”** mean Specialists/Doctors appointed by IIT Kanpur to provide specialization medical treatment to the Beneficiaries on honorarium basis.

Article 3: Outsourced Pharmacy Activities

- a) The License/Contract warrants that he/she has all the required facilities/Licenses/certificates etc., for undertaking the Outsourced Pharmacy with their own Pharmacists to execute the **“SCOPE OF WORK” as detailed in SECTION-I** of the Bid Document for all purposes as under:
 - i. The License/Contract Holder shall stock at the Outsourced Pharmacy, the Branded Medicines/Drugs of well reputed Companies as prescribed by the Institute Medical Officer and dispense the same to the Beneficiaries as per the prescription of the Institute Medical Officers and the Visiting Consultants, in accordance with the requirements of the IIT Kanpur.

- c) The outsourced Pharmacy will function 24X7 days in a week.
- b) The License/Contract holder shall have his own qualified, good conduct, experienced Pharmacists for dispensing the Medicines/Drugs at the Outsourced Pharmacy outlet of the Institute Health Centre.
- c) The License/Contract Holder /Outsourced Pharmacy shall produce Registration Certificate of the Qualified Person (Pharmacist) engaged in Dispensing of the Medicines/Drugs and comply with the standards of Drugs and Cosmetics Act 1940 and Rules 1945. Registered pharmacist(s) will have to be always present at the outlet during the pharmacy timings and will have to provide an affidavit that they would not be engaged anywhere else while in employment at this outlet.
- d) The payment of salary, bonus etc., to the deployed persons is to be borne by the License/Contract holder.
- e) The License/Contract holder would utilize the Outlet provided adjacent to Institute Health Centre for establishing the Outsourced Pharmacy and take full responsibility of the same during its activities.
- f) It is the sole responsibility of the License/Contract holder to maintain the structure of the Pharmacy outlet in the Institute Health Centre and any alteration or modification (Civil / Electrical), if necessary, shall be carried out only after the prior approval of the Director, IIT Kanpur.
- g) The License/Contract Holder agrees to offer% Discount on all Medicines/Drugs, which shall be inclusive of all taxes or charges, including VAT etc.
- h) The License/Contract holder agrees to undertake the outsourcing of Pharmacy Activities at the quoted rates for the entire duration of the contract including the extended period, if any.
- i) The Possession of the Premises (Pharmacy Outlet) granted to the License (contract) Holder/ Outsourced Pharmacy shall continue with the IIT Kanpur and the License/Contract shall be given only to stock / dispense the medicines/drugs.
- j) The License/Contract holder shall be responsible to supply all prescribed drugs/medicines to the patients. However, he shall be required to recover the cost of non-reimbursable drugs/medicines directly from the patient. The Institute shall in no case be liable to pay for non-reimbursable drugs/medicines dispensed by the patients.
- k) The strips/bottles containing the dispensed drugs and medicines shall invariably bear inscription "Only for IIT Kanpur. Not for sale".
- l) Depending on need, requirement and specific circumstances, the Institute may prescribe with prior consent of the other party certain other conditions not specifically mentioned in this agreement, which shall carry same weightage as attached to all other conditions mentioned in this agreement.

Article 4: Quality of Services.

- a) The License/Contract holder will treat the Institute beneficiaries in a courteous manner and according to good medical practices.

- b) The License/Contract Holder shall follow the standard procedures for Stocking / Dispensing of the medicines/ Drugs, and as directed by the Institute Medical Officer.
- c) The License/Contract holder shall not be allowed to sell/dispense any materials/items other than drugs and medicines.

Article 5: Billing Procedure /Checklist for the License/ Contract holder – Submission for the claim.

The License/Contract holder will submit the following for the claim:

- a) The License Holder shall present the Bill to the Medical Officer for the dispensing made at the Outsourced Pharmacy 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 patient, name of the drug/medicine/item, name of the manufacturer, batch number, date of manufacture & expiry date, prescription slip number with date, discount as per contract etc. and any other information required by the IIT Kanpur Authorities.
- b) The Bills shall be supported by the original prescription signed by the Institute Medical Officer of the Health Centre.
- c) The Institute shall in no case be responsible to pay for the cost of non-reimbursable drugs/medicines dispensed to the patients.

Article 6: Performance Security and Payment Terms and conditions

- a) The License/Contract Holder has provided Rs. 1,00,000/- (Rupees one lakh Only) as Performance Security amount as interest free deposit (vide FDR No. _____ Dated. _____ of Bank.....to the Institute. The Performance Security would be refunded to the License/Contract Holder on the expiry of the period of this License/Contract agreement, after deducting any/all the dues or otherwise.
- b) The Institute would process the bill set and arrange for the payment through the Cheque as for as possible, within 30 working Days from the date of receiving the bill set (hard copies). However, if any delay in payment occurs under any circumstances/situations, the License/Contract holder shall not be entitled to claim any compensation/interest etc., thereon from IIT Kanpur.

Article 7: Limitations of liability and indemnity

- a) The License/Contract holder is responsible for all commissions and omissions in providing its pharmacy activities and will also be responsible for all legal consequences that may arise in the course. The Institute will not be held responsible for the outcome of its pharmacy activities provided by the License/contract holder/outsourced Pharmacy and should any legal complications arise and is called upon to answer, the License/Contract holder should defend the same at their own cost.

- b) The License/Contract holder admits and agrees that if any claim arises out of alleged deficiency in its activities/service on their part or on the part of their deployed persons or agents, then it will be the duty of the License/Contract holder to answer such claim. In the unlikely event of the Institute being proceeded against for such cause of action and any liability is imposed on it, only by virtue of its relationship with the License/Contract holder, then the License/Contract holder will step in and meet such liability, on their own.
- c) Notwithstanding anything to the contrary in this Agreement, neither Party will be liable by reason of failure or delay in the performance of its duties and obligations under this Agreement if such failure or delay is caused by non-cooperation by the patient, acts of God, Strikes, lock-outs, embargoes, war, riots civil commotion, any orders of Governmental, Quasi - Governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.

Article 8: CONFIDENTIALITY

The License/Contract holder undertake to protect the secrecy of all the data of beneficiaries and this office and trade or business secrets of and will not share the same with any unauthorized person for any reason whatsoever with or without any consideration.

Article 9: TERMINATION

Any deficiency in service by the License/Contract holder will be looked into by the technical committee of the Institute and if anything is found wanting, such Outsourced Pharmacy will be de-listed and the contract would be terminated forthwith by giving a month notice in advance or by giving an other time as the Institute may be appropriate at its discretion. The decision of the Institute in this regard shall be final and binding.

The contract may also be terminated in terms of any stipulation provided elsewhere in this agreement.

Article 10: DUTIES AND RESPONSIBILITIES OF LICNCE/CONTRACT HOLDER

- a) It shall be the duty and responsibility of the License/Contract holder, at all times, to obtain, maintain and sustain the valid recognition and high quality and standard of its Pharmacy activities/services and to have all statutory / mandatory licenses/registrations /Certificates, permits or approvals of the concerned authorities under or as per the existing laws.
- b) The License/Contract Holder shall display at the Outsourced Pharmacy: the Registration Certificate of the Firm, Licenses to run the Outsourced Pharmacy, Registration Certificate of the Qualified Person and other Certificates as per the Standards of the Drugs and Cosmetics Act1940 and Rules 1945, which are obtained at his own cost besides as provided under any other law for the time being in force.
- c) The License/Contract holder shall from time to time intimate the Resident Medical Officer/IIT Kanpur authorities about the details of the personnel deployed for its activities/services.
- d) The License/Contract holder shall personally run the outsourced pharmacy at the Institute Health Care Centre as per the contract agreement and shall not sublet or assign or transfer, pledge or sub-contract it to any person /Pharmacy/Agency/hospital. If at any time, it is detected that this stipulation

has been breached by the contractor, the Institute may at its discretion terminate the contract.

Article 11: ARBITRATION

The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for shall arise between the IIT Kanpur and the bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to a sole arbitrator to be appointed by the Director IIT Kanpur, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (No. 26 of 1996). The fees, if any, for the arbitration including arbitrator fees, if required to be paid before the award is made and published, shall be borne equally by both parties. The Arbitrator's award shall be final and Conclusive.

This Arbitration clause shall not apply to Pharmacy Outlet premises. The pharmacy outlet premises shall be governed by the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

Article 12: MISCELLANEOUS

- a) Authorized signatory / representative of the License/Contract holder shall attend the periodic meetings held by Director / Health Centre Users Committee (HCUC) of the Institute, required in connection with the improvement of working conditions.
- b) The License/Contract holder shall not make any commercial publicity projecting the name of the Institute.
- c) Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between the Institute and the License/Contract holder.
- d) The License/Contract holder shall not represent or hold itself out as agent of the Institute.
- e) The License/Contract holder shall notify the Institute of any material change in their ownership status and their shareholdings or that of any Guarantor of the License/Contract holder in particular where such change would have an impact on the performance of obligation under this Agreement.
- f) Should the License/Contract holder get wound up or partnership is dissolved, the Institute shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the License/Contract holder or their heirs and legal representatives from the liability in respect of the services provided by the License/Contract holder during the period when the Agreement was in force.
- g) The License/Contract holder/Outsourced Pharmacy shall have its own approved letter pad, rubber stamp seal etc.
- h) The License fee shall be as per the Institute rates prevailing from time to time and accordingly be the subject to change without giving any prior intimation in this regard. So shall be the case in regard to the electricity charges. The electricity charges shall be payable on actual consumption basis and would be

paid by 10th of every succeeding month by the Outsourced Pharmacy. The change in the rates of electricity charges would be shown in the bills raised in this behalf by the Institute while the changes in licence fee could be learnt from the Estate Office.

- i) The License/Contract Holder shall abide by the instructions, rules and regulations of IIT Kanpur in all matters.
- j) The entire Institute premises including the Pharmacy outlet premises is governed by the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and accordingly the Pharmacy outlet premises is given to the outsourced pharmacy contractor on license for the duration of contract period only. The outsourced pharmacy under no circumstances shall have any rights, whatsoever, to keep in possession the licensed premises beyond the duration of the contract until and unless, the Institute has allowed such possession in writing.

Article 13: SUPPLY/STOCK/DISPENSING OF MEDICINES/DRUGS

- a) Sufficient stock of branded and standard quality of medicines/drugs at all time as prescribed by the Institute Medical Officer will have to be maintained by the outsourced Pharmacy, to avoid inconvenience to the Institute employees and their dependents.
- b) In case of failure or refusal by the Outsourced Pharmacy to stock/dispense the medicines/drugs to the beneficiaries within the time as stipulated in clause 9(b) above, the contract would be liable to be terminated/cancelled at the sole cost and risk of the Outsourced Pharmacy. Any extra cost involved in arranging the supply from alternate source will be recovered from the Outsourced Pharmacy.
- c) The medicines/drugs to be stocked/dispensed will be of standard quality. In case, it is found that any particular medicine is not of standard quality, substandard or spurious or its date is expired or is near the date of expiry, the Outsourced Pharmacy will be liable to be debarred for a period of 3 years besides other legal actions that may be initiated in this behalf. In case, the Outsourced Pharmacy fails to stock the prescribed medicines/drugs as required, IIT Kanpur will be entitled to procure the same from other sources and the Outsourced Pharmacy will be liable to reimburse in full, the price that was paid by IIT Kanpur.

Article 14: INDEMNITY

The bidder shall indemnify IIT Kanpur against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to IIT Kanpur in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job safety measures prevalent in India and will free IIT Kanpur from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The bidder will pay all the indemnities arising from such incidents without any extra cost to IIT Kanpur and will not hold IIT KANPUR responsible or obligated. IIT Kanpur may at its discretion and entirely at the cost of the bidder, defend such suit, either jointly with the bidder or single, in case the latter chooses not to defend the case.

Article 15: PAYMENT

The Authorized Outsourced Pharmacy shall claim payments twice a month (every fortnight). Payments of the bills presented will normally be arranged within 4 to 6 weeks from the date of presentation of the bill. However the Outsourced Pharmacy shall not be entitled to any claim from IIT Kanpur in respect of interest or damages in case the payment is delayed for any reasons.

Article 16: NOTICES

- a) Both the parties, i.e. the License/Contract Holder as well as the Institute shall give a Three months' notice in case of Termination in the middle of the contract period.
- b) Any notice given by one party to the other pursuant to this Agreement shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy by post to the other Party's address as below:

IIT Kanpur: The Registrar, IIT Kanpur, Post Office: I.I.T.Kanpur-208016 (India)

Contractor: _____

- c) Notice shall be effective when delivered or on the notice's effective date, whichever is later.

Article 17: JURISDICTION

- a) All matters under this contract, shall be subject to the jurisdiction of the Courts/Forums/Tribunals at Kanpur Nagar only.

IN WITNESS WHEREOF, THIS AGREEMENT IS EXECUTED BY OR ON BEHALF OF THE PARTIES ON THIS ___ DAY OF MONTH ___ IN THE YEAR 2017.

On behalf of M/s _____:

On behalf of Indian Institute of Technology

Signature :
Designation:
Address:
Seal:

Signature :
Designation:
Address:
Seal:

In the Presence of Witnesses with Name

1. Name :
Father's Name:
Address:

2. Name :
Father's Name:
Address:

2. Name :
Father's Name:
Address:

2. Name :
Father's Name:
Address: