



# भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान मोहाली

शिक्षा मंत्रालय, भारत सरकार द्वारा स्थापित

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH MOHALI

(Under Ministry of Education, Govt. of India)

**31-05-2021**

E-TENDER NOTICE Online tenders are invited on behalf of Director, IISER Mohali in TWO BID SYSTEM for the Allotment of Chemist Shop at IISER Mohali Campus as per details given below at CPPP i. e. <https://eprocure.gov.in/eprocure/app>. Tender documents may please be downloaded from the E-procurement portal website <https://eprocure.gov.in/eprocure/app&> Institute website [www.iisermohali.ac.in](http://www.iisermohali.ac.in). –

sd-  
Assistant Registrar (P&S)

Copy to:

1. Institute website
2. CPPP
3. Newspaper

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**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH MOHALI**  
**S.A.S. Nagar (Mohali) – 140306**

**E-TENDER NOTICE**

Tender Ref.- IISERM (Chemist Shop)20/21-Pur	Dated- 31 <sup>st</sup> May 2021
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**Bidding Schedule**

Sr.	Description	Date	Time
1.	Tender Publishing Date and time	31 <sup>st</sup> May 2021	6:00pm
2.	Tender Document download start Date & Time	31 <sup>st</sup> May 2021	6:00pm
3.	Bid Submission start Date & Time	31 <sup>st</sup> May 2021	6:00pm
4.	Bid Submission End date and Time	24 <sup>th</sup> June 2021	Up to 11:00am
5.	Tender opening Date and Time	25 <sup>th</sup> June 2021	At 11:30am

Online tenders are invited on behalf of the Director, IISER Mohali in **TWO BID SYSTEM** for Allotment of Chemist Shop at IISER Mohali at CPPP i.e. <https://eprocure.gov.in/eprocure/app>. Tender documents may please be downloaded from the E-procurement portal website <https://eprocure.gov.in/eprocure/app> & Institute website [www.iisermohali.ac.in](http://www.iisermohali.ac.in). **Tender fee** in shape of DD/Banker Cheque of **Rs 590/- (Non-refundable)** should be submitted by bidders in favour of the Registrar, IISER Mohali payable at Mohali or through Online mode in Institute Account (Canara Bank Saving Account Number 4790101001912 and IFSC Code CNRB0004790). **However, scanned copy of the tender fee should be uploaded on website along with technical bid (Annexure 1).** The hard copy of the same in original to be sent to the address mentioned below duly superscribing the supply/work name and reference/ tender ID on the envelope and same must reach before opening of the bid and if not received by due date the bid will be rejected summarily. **Micro & MSME/NSIC and the firms registered with concerned Ministries/ Departments, are exempted from payment of Tender Fee/EMD as per GOI notifications/GFR (2017) and Ministry of Finance OM No. E.9/4/2020-PPD dated 12 November 2020.**

**Bidders will also be required to execute bond/undertaking of Bid Security Declaration Form attached as Annexure- 3 for availing exemption to submit EMD.**

**The Original Tender Fee should be sent to:**

Assistant Registrar (P&S)  
Indian Institute of Science Education and  
Research, Mohali Sector 81, SAS Nagar, Mohali,  
Punjab, India, Pin:140306

## Description of Tender

Under licensing arrangement

The tenders are invited from capable, well-equipped, experienced and reputed organizations registered under The Indian Companies Act for setting up of a 12-hour Chemist Shop in the premises of IISER Mohali with following terms and conditions.

### 1. SCOPE:

IISER Mohali in order to facilitate its staff & students, proposes to open a 12 hours Chemist Shop in the premises of the IISER Mohali Shopping Complex.

### 2. ELIGIBILITY CONDITIONS:

The bidder must fulfill the following qualifying conditions:

- i) The company must be registered under the Indian Companies Act for the least 4 (four) years as on date of submission of tender.
- ii) The company must have a work experience of four years in running of retail Chemist Shop. **Preference will be given to a company having experience of running a shop in a University or a govt. Institute of repute and in a PSU or an Autonomous Body.**
- iii) The company must be in possession of valid drug License of Punjab for retail 12/24 – hours Chemist Shop as per Drugs & Cosmetics Act, 1940 and The Drugs and Cosmetics Rules 1945, as amended from time to time and Rules made there under (for existing establishments).
- iv) The chemist must not have been convicted by any State Drugs Authorities and no case should be pending under the Drugs & Cosmetics Act 1940 and rules made there under.
- v) The company must have GST and PAN number.
- vi) The bidder should neither have been blacklisted by any central/state government department in the last five years nor should have any litigation pending with any of these departments. The bidder will be required to submit an undertaking attached as **Annexure 4**.
- vii) Only a single company will qualify to bid for IISER Mohali. A consortium or group of companies will be disqualified for this tender.

**1. PROCEDURE FOR SUBMISSION OF BIDS :  
SUBMISSION OF TENDER**

**3.1** All bid/ tender documents are to be uploaded online at Central Public Procurement portal i.e. <https://eprocure.gov.in/eprocure/app> only and in the designated cover/ part on the website against tender ID. Tenders/ bids shall be accepted only through online mode and no manual submission of the same shall be entertained except tender fee and EMD. Late tenders will not be accepted.

**3.2** The online bids shall be opened at the office of the Assistant Registrar (P&S), IISER Mohali, on above given date and time. If the tender opening date happens to be on a holiday or non- working day due to any other valid reasons, the tender opening process will be conducted on the next working day at same time and place. IISER Mohali will not be responsible for any error or missing of schedule data while downloading by the Bidder.

**3.3** The bidder shall upload the tender documents duly filled in and stamped by the authorized signatory on each and every page. Tender not submitted/uploaded in the prescribed form and as per the tender terms and conditions shall be liable for rejection.

**3.4** The bidder shall upload scanned copy of the PAN Card, GST number duly signed and stamped. **Also, bidders applying against ‘MSME/NSIC Certificate’ issued by appropriate Authority, should ensure that the certificate attached is relevant to the area of service/supply.**

**3.5** E-procurement system ensures locking on the scheduled date and time. The system will not accept any bid after the scheduled date and time of submission of bid.

**3.6** Validity of offer: 90 days.

**3.7** The Institute has the right to reject all or any of the tender or relax any or all the above conditions without assigning any reason. For any corrigendum and addendum please check the website <https://eprocure.gov.in/eprocure/app> and <http://www.iisermohali.ac.in>.

**3.8** Disputes, if any, shall be subject to jurisdiction of the court of Mohali Punjab only.

**Note:**

- a. The offers submitted through Telex/ Telegram / Fax/ Email or any manner other than specified above will not be considered. No further correspondence will be entertained in this matter.
- b. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information as required in the tender Document or submission of a bid not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in the rejection of the bid.
- c. IISER Mohali reserve the right to accept bid on the basis of suitability of the

financial bid, and to annul the tender process and reject all bids at any time prior to award of the Contract.

- d. No Bidder shall contact any authority of IISER Mohali on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. Any effort by a Bidder to influence any member of IISER Mohali bid evaluation committee, regarding bid evaluation, comparison or contract award decision may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.

## **2. PROCEDURE FOR EVALUATION OF BIDS**

- I. The evaluation of financial bid (**Annexure - 2**) would be based on the highest percentage of discount given by the tenderer in the financial bid. (50%)
- II. The amount of Rent (50%).

### **Note :**

- a **Discounts are to be quoted on MRP**
- b The discount rate will not be changed and will remain same. However, the bidder, prior to quoting rates, can make their own study to estimate the sale volumes for the purpose of assessing financial viability of their proposal. Conditional bids in this regard would be summarily rejected.

## **3. DEED OF LICENSE**

The qualifying bidder shall sign a Deed of License; primarily for fair trade practices in all dealings with IISER Mohali incorporating tender terms, delivery mechanisms and penalties for default. The deed of license shall be signed within seven days of communication from the IISER Mohali failing which the EMD of the bidder shall be forfeited and opportunity may be extended to next technically and financially qualified (next highest) bidder.

## **4. PERIOD OF LICENSE**

- a.) The License shall be for a period of **one year** with review at the end of the year. The awardee shall open the above said shop within 30 days from the execution of a Deed of License to be signed between IISER Mohali and the awardee.
- b.) On the expiry of the period of this License, it may be renewed at the option of IISER Mohali at such terms and conditions as it may impose which will be based on performance evaluation procedure. The duration of the extended period shall be determined by IISER Mohali which shall not be for more than One year at a time.

## 5. PERFORMANCE SECURITY

The Licensee shall deposit with the IISER Mohali a sum Rs 50000/- (Fifty thousand only) in the form of a Bank Guarantee issued by a scheduled/ nationalized Bank within 30 days of execution of the license deed or before opening of chemist shop, whichever is earlier for due and complete performance of the terms and conditions of tender. The said performance bank guarantee shall be valid for a period of 01 year from the date of execution of the License deed.

## 6. GENERAL TERMS & CONDITIONS

- 8.1 The IISER Mohali shall provide electrical connectivity to the licensee to open and run the 12 hours Chemist Shop and in lieu there of the licensee shall pay license fee along with electricity bill to the IISER Mohali not later than 7<sup>th</sup> day of every month.
- 8.2 The Licensee shall get the space organized and carryout the interior decoration of the premises at its own cost.
- 8.3 Upon expiry of the period or termination of the License, as aforesaid, the licensee shall clear all the dues of the **IISER Mohali** and close its business. Licensee will have no right to carry on business at the premises. The Licensee will forthwith remove its goods/ furniture etc. and **IISER Mohali** shall have the undisputed right to make use of the premises in the manner and discretion of **IISER Mohali**. In case the Licensee does not remove its articles and goods, the same shall be removed by **IISER Mohali** at the risk and cost of the Licensee and the Licensee shall have no claim whatsoever on this account. IISER Mohali shall, however, have lien over the goods and the articles and Licensee shall not be allowed to remove the same unless all the dues of **IISER Mohali** have been paid by the Licensee.
- 8.4 Upon expiry of the period or upon the termination of the License, if the Licensee fails to vacate or remove its effects from the premises, the Licensee shall be treated to be trespasser and shall be under the liability to pay damages for such period of the License fee.
- 8.5 In case any damage is done to property in the premises by the Licensee. The Licensee shall be liable to pay the cost and expenses of the repair and replacement. The decision as to the amount of cost and expenses by IISER Mohali shall be final and binding on the Licensee.
- 8.6 The charges for the electricity & water consumed shall be paid by the Licensee to IISER Mohali on monthly basis. The Licensee shall pay for electricity on actual consumption basis for electric gadgets/equipments etc. at the applicable tariff. Failure on the part of the Licensee to pay the above charge shall entitle IISER Mohali to withdraw the facilities and IISER Mohali shall have further right to stop the entry

of the Licensee in the said premises till such time the aforesaid service charge is paid by the Licensee to IISER Mohali.

- 8.7 The Licensee shall observe and comply with all the rules and regulations of the Shops and Establishments Act, Employees State Insurance Act, 1948, Minimum Wage Act, Payment of Wages Act, Employees Provident Fund and Miscellaneous Provisions Act, Workmen's Compensation Act, and any other provisions of the Law, Rules and Regulations enforced from time to time by the local authorities or any other authority applicable to their business.
- 8.8 The Licensee shall be solely responsible for any act, omission, negligence, liability, charges etc. against its employees. The IISER Mohali in no way whatsoever shall have anything to do with the liability of the Licensee in such respect.
- 8.9 The Licensee shall meet all the conditions of retail 12-hours chemist/drug License granted by the state Drug Controller during the entire period of this License deed with IISER Mohali, any breach of such condition will tantamount to be breach of this License deed by the Licensee.
- 8.10 The licensee shall maintain adequate storage facility in relation to proper stocking of medicine, provision of adequate cold storage and maintenance of cold chain as prescribed by the manufacturers of such drugs.
- 8.11 The Licensee shall be required to adopt fair business practice by exhibiting the MRP, discounted amount and net payable amount inclusive of all taxes, and the batch number of medicines in the invoice/cash memos issued to the patient/ patient attendant and shall adhere to any other instructions issued by the IISER Mohali from time to time, in this regard. The same information shall also be provided to the IISER Mohali administration for organizing its public display.
- 8.12 In the event of any complaint received from the customer or from any authority of IISER Mohali or otherwise regarding the quality of the goods sold by the Licensee, the Licensee shall be entirely responsible for the same and liable for penalty/ damages or otherwise as well as compensation to the IISER Mohali for damaging/ tarnishing its reputation.
- 8.13 The IISER Mohali at its own accord or on receipt of a complaint can inspect the Chemist Shop, through a Committee constituted by it for inspecting and monitoring the functioning of the Chemist Shop.
- 8.14 The Licensee shall not make any additions or alterations in the premises. In case, any additions, alterations are required, the Licensee shall request in writing to the **IISER Mohali** at the cost and expenses of the Licensee for which the Licensee shall make advance payment to meet the cost and expenses of such additions and alterations.

- 8.15 The Licensee shall furnish to the IISER Mohali a list of its employee indicating names, parentage, age, residential address, specimen signature alongwith two photographs for each of them as on date or engaged in future.
- 8.16 The Licensee, the members of its staff or its representatives shall not do any act which may be derogatory to or inconsistent with IISER Mohali (premises of the IISER Mohali) high standards and reputation.
- 8.17 The Licensee will not permit the use of the shop premises for any of other purpose other than the purpose of this License or in any other way whatsoever. The Licensee shall not sublet the premises of the shop to any individual/ party/ organization/ company. The Licensee alone and none else will be permitted to carry on business in the said premises. Any such act by the Licensee shall be considered violation of agreement and IISER Mohali shall have the right to terminate the license. In such circumstance, the Licensee will have to settle all the outstanding dues and hand over peaceful possession of the premises within 15 days on receipt of such communication from the IISER Mohali.
- 8.18 The Licensee shall keep open the premises for the benefit of the community of IISER Mohali. The Licensee shall ensure attendance of staff even during off days and other holidays including National Holidays.
- 8.19 The Licensee shall not stock any inflammable or otherwise dangerous materials and goods in the space which may cause a fire or health hazard to the IISER Mohali property, its guests and visitors.
- 8.20 IISER Mohali is a 'Non-Smoking premises' therefore smoking will not be permitted in the campus Consumption of alcohol, intoxicants, drugs, pan & gutka etc. is strictly prohibited.
- 8.21 The IISER Mohali may at any time at their discretion call upon the Licensee to remove its goods from the premises and give it alternative space.
- 8.22 Notwithstanding anything contained herein, it is agreed that the said space shall at all times be under the control and supervision of the IISER Mohali and the IISER Mohali shall retain domain and possession of the said space and shall have the right to direct the mode and manner of use of the said space. It is expressly stated that the possession lies with the IISER Mohali and the Licensee can have only a right of use and occupation.
- 8.23 In the event of Licensee being prohibited from selling one or more articles in the premises because of Government Law/Rules/Regulations/Orders, the IISER Mohali shall not be liable for any loss suffered by the Licensee.



- 8.24 In case the Licensee fails to perform or commits breach of any of the obligation (s) under the Deed, the IISER Mohali shall without prejudice to any other remedy for breach of contract, by written notice of default sent to the Licensee, terminate the Deed in whole or in part.
- 8.25 The License deed can be terminated any time by IISER Mohali, if it comes to conclusion that it is not in the interest of IISER Mohali to permit the Licensee to run the Chemist Shop and this decision will be final.

## 1. FORCE MAJEURE

The “Force Majeure” means an event beyond the control of the Licensee and not involving the Licensee’s fault or negligence and not foreseeable. Such events may include, but are not limited to, war or revolution, fire, floods, quarantine restrictions and freight embargoes.

If a Majeure situation arises, the Licensee’s shall promptly notify **IISER Mohali** in writing of such conditions and the cause thereof. Unless otherwise directed by **IISER Mohali**, in writing the Licensee shall continue to perform its obligations under the License Deed as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.

## 2. ARBITRATION

All questions, disputes and differences arising under and out of, or in connection with the License Deed, shall be preferred to the sole arbitration by an arbitrator appointed under the provisions of the Arbitration and Conciliation Act, 1996 by the Director IISER Mohali and his decision shall be final and binding on both the parties. The venue for the arbitration proceedings shall be High Court and courts at Mohali shall have exclusive jurisdiction. All the arbitration proceedings shall be carried out in English language.

**Annexure-1**

**TECHNICAL BID**

**ALLOTMENT OF 12 HOUR CHEMIST SHOP AT IISER MOHALI UNDER LICENSE  
ARRANGEMENT**

<b>Sr. No.</b>	<b>Essential Details of the Bidder</b>	<b>Necessary Details (Kindly attach Scan Copy)/ With Page No.</b>
1.	Name of the company	
2.	Full Address I. Head Office II. Branch Office, if any	
3.	Telegraphic/e-mail Address	
4.	Telephone Number (s)	
5.	Fax No.	
6.	Name/Mobile nos. of authorized representative initiating the tender	
7.	Power of attorney in favour of the representative authorized by the Bidder (to be attached in original)	
8.	Date of establishment of the company	
9.	Particulars of Registration with Punjab State Drug Controller	
10.	Is the firm registered under the Indian Companies Act? Attach copy of Articles of Association (in case of registered firms), by laws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm).	
11.	Proof of 4-year work Experience (attach relevant documentary evidence)	
12.	Past Three year's Turn Over (in Lakhs) (Audited balance sheets during the past three financial years i.e. 2017-2018, 2018-2019, 2019-20 to be attached)	
13.	Particulars of license held under Drug and cosmetics Act and rules made there under (Copy of the valid certificate(s) held by the Bidder for its existing establishments may be attached)	
14.	TAN/PAN number: (Copy of the valid certificate(s) held by the Bidder for its existing establishments may be attached) GST Registration No. (attach copy) Company/Agency/FIRM	
15.	Name and address of Bankers.	

16.	Whether the bidder possesses no conviction Certificate from Drug Controller and certificate to the effect that there is no case pending under the drugs & Cosmetics Act 1940 and rules made there under as well as under Drug Price Control Order (DPCO) against the firm during the last 5 years (Copies to be attached).	
17.	Details of Time likely to be taken for setting up of the Chemist shop.	
18.	Details of Tender Fee Draft Amount: _____ Draft No.: _____ Bank Details: _____ Dated: _____	

Certified that:

1. I/we have read the terms and conditions governing this work of the IISER Mohali and hereby agree to abide by them.
2. The company has neither been blacklisted by any central or state government department in the last three years nor there is any litigation ending with any of its departments.
3. The information provided by us above regarding the details of firm is correct & any information found to be incorrect will lead to the cancellation of our bid.

**Dated:**

**Name and Signature  
of the authorized signatory of the firm  
with seal of firm**

**Annexure-2**

**FINANCIAL BID**

**ALLOTMENT OF 12 HOUR CHEMIST SHOP AT IISER MOHALI UNDER LICENSE ARRANGEMENT.**

<b>1. Tendered discount in Percentage on MRP</b>	<b>Discount offered by the Bidder</b>
<b>2. Minimum Monthly License Fee for Chemist Shop Rs. 4000/- per Month</b>	<b>License fee offered by the Bidder</b>

**Note:**

- 1. Expected Annual Revenue is Rs 30 lakhs to 35 lakhs. In exceptional situation, if the sale falls below the minimum projected amount, the DISCOUNT tendered will remain the same.**

Dated:

Name and signature of the authorized signatory  
of the firm with seal of firm



**Annexure - 3**  
**Bid Securing Declaration Form**

Date: \_\_\_\_\_ E-Tender No. \_\_\_\_\_ E-Tender ID \_\_\_\_\_

To ,  
The Director  
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH MOHALI  
(Established by Ministry of Education, Govt. of India)  
Sector-81, Knowledge city, PO-Manauli  
SAS Nagar Mohali-140306, Punjab

I/We. The undersigned,  
declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)  
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing) Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

*PS: Furnish the above in original stationary/letter head with signed and sealed.*

**Annexure- 4**

(Letter head of tenderer/Bidder)

Ref No. \_\_\_\_\_

Date \_\_\_\_\_

**LETTER OF UNDERTAKING AND DECLARATION**

To,

The Director  
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH MOHALI  
(Established by Ministry of Education, Govt. of India)  
Sector-81, Knowledge city,  
PO-Manauli, SAS Nagar Mohali-140306, Punjab

Ref. : Invitation for Tender No. \_\_\_\_\_ dated \_\_\_\_\_

I/We, the under signed declare that:

1. I/we have examined the tender document and its terms and conditions and have understood the details.
2. I/we ready to execute in conformity with the tender document the contract in case I am/we are found successful as tenderer/bidder.
3. If my/our bid is accepted, I /We undertake to comply all the other formalities as per tender document and order.
4. I/We also declare that neither our firm/company/Proprietorship concerned was blacklisted by any Govt Office (Central/State/Autonomous/PSUs) in past nor any of the office bearer was convicted in any court of law.
5. I/We accept all the terms and conditions of this Tender document and undertake to abide by them.
6. The detail particulars of the tenderer/bidder are mentioned separately.

Yours Sincerely,

Date:

Place:

**Signature of the Tenderer/Bidder)**  
**(With stamped of the firm)**