Tender for setting up of Two Drug Stores at Teaching Veterinary Clinical Complex, College of Veterinary Science (Ludhiana) Guru Angad Dev Veterinary and Animal Sciences University (GADVASU), Ferozepur Road, Ludhiana, Punjab-141004

DETAILS OF TENDER

Earnest Money Deposit (EMD) Rs. 1.00 Lacs for Drug Store – 1 Rs. 1.00 Lacs for Drug Store – 2

Last Date & Time for receipt of Tender Document

01-11-2022 by 4:00 PM

Date and Time for Opening Technical Bid 02-11-2022 at 10:00 AM

Date and Time for Opening Financial Bid

02-11-2022 at 04:00 PM

Address for Submission of Tender

Directorate of Students' Welfare cum Estate Organization Room No. 117, Administrative Block Guru Angad Dev Veterinary and Animal Sciences University (GADVASU), Ferozepur Road, Near Verka Milk Plant, Ludhiana, Punjab-141004

Venue for opening of Technical and Financial Bids

Committee Room (Room No. 113) Directorate of Extension Education Administrative Block Guru Angad Dev Veterinary and Animal Sciences University, GADVASU, Ferozepur Road, Near Verka Milk Plant, Ludhiana, Punjab-141004

Contact No. 0161-2553368, 0161-2553369

# Directorate of Students' Welfare cum Estate Organization Guru Angad Dev Veterinary and Animal Sciences University (GADVASU), Ferozepur Road, Near Verka Milk Plant, Ludhiana, Punjab-141004

No.4843

Dated:10-10-22

## **TENDER DOCUMENT**

Tender for setting up of Two Drug Stores at Teaching Veterinary Clinical Complex, College of Veterinary Science, Guru Angad Dev Veterinary and Animal Sciences University, Ludhiana under licensing arrangement.

The tenders are invited from experienced and reputed Firms/Agencies/Organizations for setting up of Two Drug Stores in the premises of Teaching Veterinary Clinical Complex, GADVASU, Ludhiana with the following terms & conditions:

1. SCOPE:

Teaching Veterinary Hospital is committed to provide state-of-the-art diagnostic and treatment facilities for the animal patients. The department works in collaboration with the clinical (Veterinary Medicine, Veterinary Surgery & Radiology and Veterinary Gynecology & Obstetrics) and para-clinical (Veterinary Pathology, Parasitology, Microbiology, Toxicology, Public Health and Animal Nutrition) departments. With an annual OPD of approximately 32,000 farm and pet animals, the teaching hospital caters to the need of animal owners from all over the north India. The hospital is also a Referral Centre for Private and Government Veterinarians and Institutes. The hospital owns a well-equipped central diagnostic laboratory along with other advanced diagnostic facilities such as endoscopy, echocardiography, digital radiology and ultrasonography for assisting clinicians in disease diagnosis and to provide the best possible treatment. With a wide variety of clinical cases, Teaching Veterinary Hospital acts as a learning Centre for clinical hands on training for the next generation of general practitioners and veterinary specialists. The University, for convenience of animal owners, proposes to open Two Drug Stores in the premises of Teaching Veterinary Clinical Complex, GADVASU, Ludhiana. The locations of the Drug Stores is earmarked on the Site(s).

## Please Scan QR Code for Location



## 2. ELIGIBILITY CONDITIONS:

2.1 The bidder must have the following eligibility qualifications:

- (i) Bidder should have at least **3 years** of experience of running a drug store and the confirmation of previous experience will be adjudged by demanding last three years ITRs / GST statements/Drug License at the time of applying for tender.
- (ii) Bidder should be in possession of valid drug License as per Drugs & Cosmetics Act, 1940, as amended from time to time and Rules made there under (*for existing establishments*).
- (iii) Bidder should have Valid GST registration number and PAN number.

(iv) 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.

# 3. PROCEDURE FOR SUBMISSION OF BIDS:

- 3.1 Bids are to be submitted under two bid system for this tender:
  - a) Sealed Technical Bid (*In the format placed as Annexure–I-A*) in one envelope along with EMD of **Rs. 1.00 Lacs for Drug Store 1** by way of Demand Draft in favour of "Comptroller, GADVASU, Ludhiana" super scribing

## "Technical Bid for Drug Store 1"

b) Sealed Financial bid (*In the format placed as* **Annexure–I-B**) in one envelope duly signed, stamped super-scribing

# "Financial Bid Drug Store 1"

c) Sealed Technical Bid (*In the format placed as Annexure–II-A*) in one envelope along with EMD of **Rs. 1.00 Lacs for Drug Store 2** by way of Demand Draft in favour of "Comptroller, GADVASU, Ludhiana" super scribing

## "Technical Bid for Drug Store 2"

d) Sealed Financial bid (*In the format placed as* **Annexure–II-B**) in one envelope duly signed, stamped super-scribing

"Financial Bid for Drug Store 2"

3.2 All the documents viz. **Technical Bid Envelops** and **Financial Bid Envelops** prepared as above are to be submitted **separately in sealed envelopes** super-scribing

a)	"Technical	Bid	for	Drug	Store	1"
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b) "Financial Bid for Drug Store 1"

c) "Technical Bid for Drug Store 2"

d) "Financial Bid for Drug Store 2"

to be submitted to the

Directorate of Students' Welfare cum Estate Organization Room No. 117, Administrative Block Guru Angad Dev Veterinary and Animal Sciences University (GADVASU), Ferozepur Road, Near Verka Milk Plant, Ludhiana, Punjab-141004

# Latest by 01-11-2022 till 4:00 PM (Deadline)\*

\* In the event of the specified date for the submission of bids being declared a holiday for UNIVERSITY, the bids will be received up to the prescribed time on the next working day. Any bid received by the Directorate after the deadline for submission of bids prescribed above will be summarily rejected and returned unopened to the bidder. UNIVERSITY will not be

responsible for any postal delay or non-receipt/non-delivery of the bid. No further correspondence will be entertained on the subject.

\*\*UNIVERSITY means Guru Angad Dev Veterinary and Animal Sciences University (GADVASU).

- 3.3 Technical Bid will be opened on 02-11-2022 at 10:00 AM and the Financial Bid of only those Tenderers who qualify in Technical Bid will be opened on 02-11-2022 at 4:00 PM. The venue for opening of bids will be the Committee Room No 113, Directorate of Extension Education Administrative Block, Guru Angad Dev Veterinary and Animal Sciences University, Near Verka Milk Plant, Ferozepur Road, Ludhiana -141004.
- **3.4** The minimum quoted license fee shall be Rs. 1,50,000/- per month (GST Extra as applicable) for each Drug Store.
- 3.5 **Both the Drug Stores will not be allotted to a single bidder**.
- 3.6 The locations of the Drug Stores 1 and 2 will be earmarked on the site at Teaching Veterinary Clinical Complex, GADVASU, Ludhiana and the bidders are advised to physically verify the sites before applying for the tender. (as per QR code at point no. 1)

## 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 shall be valid for 180 days from the date of opening. UNIVERSITY holds the right to reject a bid valid for a period shorter than 180 days.
- c. Bids not complying with all the given clauses in this tender document are liable to be rejected.
- d. Any bid which is received with technical bid and financial bid in same envelop will be summarily rejected.
- e. Failure to furnish all information required by the tender Document or submission of a bid which is not as per the Tender document will be at the bidder's risk and may result in the rejection of the bid.
- f. The University can annul the Tender process at any time/stage and reject all bids at any time/stage prior to award of Contract.

## 4. PROCEDURE FOR EVALUATION OF BIDS:

- 4.1 The technical bids will be opened and evaluated by the committee, thereafter the financial bids of technically qualified bidders will be opened in the presence of bidders/authorized representative present at the time of opening of financial bids. If any bidder is not present at the time of the opening of technical/financial bids he/she cannot challenge the proceedings of the bid opening.
- 4.2 The Tender will be allotted to the Highest Bidder for each Drug Store separately:
  - a) The minimum quoted license fee for each Drug Store shall be Rs. 1,50,000/- per month, GST Extra as applicable.
  - b) Both the Drug Stores will not be allotted to a single bidder.
  - c) In case, the bidder is H-1 in both the Drug Stores, he will be allotted the Drug Store for which he has quoted the Higher Bid, out of the two. The remaining drug store will be allotted to the next highest bidder.

**Example**: If a bidder quotes Rs. 3,00,000/- for Drug Store 1 and Rs. 3,20,000/- for Drug Store 2 and he/she is the Highest Bidder in both the Drug Stores, he/she will be allotted Drug store 2 for which he/she has quoted higher amount.

d) In case the bidder is the highest Bidder in both the Drug Stores (H-1) but has quoted the same bid amount for both the drug stores, he/she will be allotted that Drug Store in which the H2 Bidder has quoted a lower Bid.

**Example**: If a bidder quotes Rs 3,00,000 for Drug Store 1 and Rs. 3,00,000 for Drug Store 2 and he/she is the Highest Bidder for both the Drug Stores and the H2 bid in Drug Store 1 is Rs. 280000/- and H2 bid in Drug Store 2 is 295000/-, the highest Bidder (H-1) will be allotted Drug Store 1 (@ Rs. 3,00,000/- per month, GST Extra) in which Bid of H2 Bidder is Lower and the Drug Store 2 will be allotted to H2 Bidder for Drug Store 2 (@ Rs. 2,95,000/- per month, GST Extra).

e) In case of tie i.e. two bidders quote the same license fee for the same drug store, the tie will be broken by draw of lots.

## 5. DEED OF LICENSE

The qualifying bidder shall sign a Deed of License, primarily for fair trade practices in all dealings with The University, incorporating tender terms, delivery mechanisms and penalties for default. The deed of license shall be signed within seven days of communication of acceptance of the bid by the University by email/WhatsApp/SMS failing which the EMD of the bidder shall be forfeited and opportunity may be extended to the next technically qualified bidder quoting second highest bid as discussed in clause 4 above.

#### 6. PERIOD OF LICENSE

- 6.1 The awardee shall open the above said Drug Store within 45 days from the execution of a Deed of License to be signed between the University and the awardee. If under any circumstances the licensee doesn't open the drug store within the stipulated period, the contract shall be cancelled and awarded to the next highest bidder as per clause 4 above. Under exceptional circumstances, the period of 45 days can be extended with the approval of the Competent Authority. The right to extend the said period lies with the University.
- 6.2 The License shall be initially for a period of eleven months, commencing from the date of opening of drug store subject to satisfactory outcome of review and evaluation by the University after eleven months. This deed can be extended up to a maximum period of 3 years after successful evaluation every 11 months
- 6.3 On the expiry of the period of this License, it may be renewed at the discretion of the University on such terms and conditions as it may impose. The duration of the extended period shall be determined by the UNIVERSITY which shall not be for more than 11 months at a time.

#### 7. TERMS & CONDITIONS:

7.1 The contract will be renewed every eleven months with at least 10% increase in existing license fee, which will be effective from the first day of succeeding month after the 11 month period. The renewal of agreement will be at the discretion of the University.

## **Payment Terms**

- 7.2 The University shall provide an appropriate space to the licensee to open and run the drug store and in lieu thereof the licensee shall deposit license fee to the Department of Teaching Veterinary Clinical Complex (TVCC) within first seven days of every calendar month. In case of default of payment, he/she will be charged a penalty of Rs. 2000/- per day of delay in payment, and a maximum of 15 days of delay may be permitted. Thereafter, outstanding amount of the license fees (including penalty) will be recovered from the security deposit of the Licensee. The University may also cancel the allotment of the drug store.
- 7.3 The payment of different types of applicable taxes time to time is sole responsibility of the licensee.
- 7.4 That the allottee will deposit refundable security in the form of Demand Draft in the name of Comptroller, GADVASU equal to six months of license fee at the time of signing of Deed of License in addition to the EMD deposited by the Bidder.

#### **Usage Terms**

- 7.5 The Licensee shall get the space organized and carryout the interior work/renovation of the premises at its own cost after getting the plans, layouts, overall design, furnishing, etc. approved by the University. On expiry of the license period or termination of the License, the Licensee shall not claim any cost nor shall remove any permanent changes to the Drug Store executed by him.
- 7.6 The Licensee shall get his own Electricity meter installed from PSPCL and will be responsible for any payments/security/penalty to be payable to PSPCL.
- 7.7 On expiry of the period or termination of the License, as aforesaid, the licensee shall close its business and will have no right to carry on business at the allotted premises. The Licensee will remove its goods, furniture, etc. within a week and the University shall have the undisputed right to make use of the premises in the manner and discretion of the University. In case the Licensee does not remove its articles and goods, the same shall be removed by the University at the risk and cost of the Licensee and the Licensee shall have no claim whatsoever on this account against the University.
- 7.8 On expiry of the period or upon the termination of the License, if the Licensee fails to vacate or remove its material from the premises, the Licensee shall be treated as a trespasser and shall be under the liability to pay damages/penalty for such period.
- 7.9 The licensee shall not stock any inflammable or otherwise dangerous or unethical or immoral materials and goods in the space which may cause a fire or health or any other hazard to the Hospital property, its guests, visitors, clients, faculty, staff, students, animals, animal owners/attendants, etc.
- 7.10 The Licensee shall keep the premises clean and in orderly condition, and for this purpose, the licensee shall do whatsoever is required and desired by the University.

#### **Employment Terms**

- 7.11 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 State/Central Govt, local authorities or any other authority applicable to the business.
- 7.12 The Licensee shall be solely responsible for any act, omission, negligence, liability, charges, etc. against its employees. The University in no way whatsoever shall have anything to do with the liability of the Licensee in such respect.

7.13 The Licensee, the members of its staff or its representatives shall not do any act which may be derogatory to or inconsistent with the Hospital's (premises of the UNIVERSITY) high standards and reputation or cause nuisance to the management of the hospital or its patients or patient attendants, animal owners, etc. At the instance of the University, the licensee shall discharge from service any employee who is charged with such misconduct or found acting in contravention of the general rules of the University.

## **Drugs & Medicine Terms**

- 7.14 The Licensee will give maximum discount on all drugs, medicines, other items, etc. with a minimum of 10% discount on MRP. Range of generic medicines should be available at the drug store. Licensee should provide maximum possible discount on Generic Medicines.
- 7.15 The Licensee shall maintain sufficient stock of drugs, medicines, other items, etc. at all times to avoid any inconvenience to the patients, animal owners/attendants. The licensee shall also ensure that the medicines, drugs etc. dispensed are as per prescriptions of the Doctors or prescription slips given by staff on duty. Licensee should avoid substitution of drugs, medicines on his own. However, in case of non-availability of a drug/medicine, the change may be done with the permission of the Doctor concerned.
- 7.16 The Licensee shall supply the drugs/medicines of standard quality. The list of drugs, approved by the University Authority, shall be provided to the Licensee. In case, it is found that any particular medicine has expired or is substandard or spurious, the Licensee will be liable to be black-listed besides initiation of any other legal action as deemed fit by the University. The University will not be liable for any spurious/ substandard quality drug being sold by the licensee.
- 7.17 Licensee should have to get a site-specific valid license from the competent authority for the sale of drugs and scheduled drugs like anesthetics/opioids, etc. The Licensee shall meet all the conditions of retail Drug License granted by the State Drug Controller during the entire period of this License deed with the University and any breach of such condition will amount to be breach of this License deed by the Licensee. The Licensee shall be responsible for any liability/action for noncompliance of the rules regulations as circulated by the State Drug Controller or any other competent authority.
- 7.18 The quality of drugs, maintenance, hygiene and service of the drug store will be monitored by a committee constituted by the University at monthly interval and log book for the same should be maintained.
- 7.19 Licensee shall have to regularly add in his drug store regularly those medicines which would be recommended by the Heads of Clinical Departments/Director of Clinics from time to time.
- 7.20 The Licensee shall maintain adequate storage facility for proper stocking of medicines, provision of adequate cold storage and maintenance of cold chain as prescribed by the manufacturers of such drugs.
- 7.21 The Licensee shall be required to adopt fair business practices by exhibiting the MRP (inclusive of all taxes), discounted amount and net payable amount in the invoice/cash memos issued to the animal owner. He/she also abide by any other instructions issued by the University from time to time in this regard.
- 7.22 The Licensee shall have to take back any unused medicines dispensed by the drug store and refund the amount to the animal owner/attendant.

- 7.23 In the event of any complaint received from the customer or from any authority of Hospital or otherwise regarding the quality of the goods sold by the licensee, the licensee shall be entirely responsible for the same and liable for any penalty/damages or otherwise as well as compensation to the customer/University for damaging/tarnishing its repute or any other liability in this regard.
- 7.24 The University at its own volition or on receipt of a complaint can cause inspection of the Drug Store through a Committee constituted by it for inspection and monitoring the functioning of the Drug Store. The said inspection procedure may include referring of some or all of the medicine samples to the testing agency/ institute recognized by the State or Central Drug Control Authorities. The terms and reference of the said committee are at *Annexure III* of the Tender Document.
- 7.25 The licensee shall use a computer software for maintaining *interalia*, the daily sale record of Drug Store and shall provide printed bill mentioning name of medicine, batch no., date of expiry, MRP of item, discount offered, etc. on the bill. The Licensee will provide the bill to all animal owners/attendants for any medicine dispensed by him.
- 7.26 The Licensee, in connection with running the Drug Store in the licensed premises, will only appoint such persons e.g. pharmacists, having (i) educational/professional qualifications, experience prescribed under Drug and Cosmetics Act and the Rules made under, (ii) good moral character and (iii) well behaved.
- 7.27 The licensee shall keep open the drug store 24 hours for 7 days including Holidays failing which a suitable action will be taken and penalty will be imposed.
- 7.28 The Licensee will not permit the use of the Drug Store premise for any other purpose other than the purpose of this license or in any other way whatsoever. The licensee shall not sublet the premises of the Drug Store 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 the University shall have the right to terminate the license. In such circumstances, the licensee will have to settle all the outstanding dues and hand over the vacant and peaceful possession of the premises within 7 days on receipt of such communication from the University.
- 7.29 In the event of licensee being prohibited from selling one or more articles in the premises because of Government Law/Rules/Regulations/Orders, or in case of any Strike, the UNIVERSITY shall not be liable for any loss suffered by the licensee. Further, in such an event, the licensee shall not be entitled to any reduction in the license fee payable to the University.
- 7.30 Notwithstanding any other provisions contained in this Deed, in the eventuality of any loss/ damage caused on use of medicine, drugs, etc. sold by Licensee, the liability of the Licensee would be unlimited and will be subject to determination by appropriate authority or body. The UNIVERSITY shall not be liable for the same in any manner, whatsoever.
- 7.31 The licensee will have no right to contest if any product/medicine/package is provided by the university for treatment of animals.
- 7.32 The licensee shall display prominently the license issued by the Controller of Drugs in the Drug Store.
- 7.33 The Licensee shall be responsible for any Bio-Medical/Other waste generated by the Drug Store and shall be responsible for disposal of the same as per Govt. Rules and Regulations.

## **General Terms & Conditions**

7.34 In case negotiation is necessary with regard to the clarification of the terms & conditions of the license or modification thereof, the University will not entertain any association of the traders and such negotiations should be sought by the licensee alone and no collective representation shall be entertained.

- 7.35 In case of any breach of the terms & conditions signed in the Deed of License, the University shall give 15 days' notice to the licensee to rectify the breach, after which the appropriate action for cancellation of license may be initiated. In case the Licensee fails to perform or commits breach of any of the obligations under the deed, the UNIVERSITY shall without prejudice to any other remedy for breach of contract, by written notice of default sent to the licensee may terminate the Deed in whole or in part.
- 7.36 In case the Licensee wants to terminate the contract, the Licensee will have to give two months' notice in advance to the University. If the University wants to terminate the contract, it will have to give two months' notice to the Licensee. If the Licensee vacates the premises without any notice, the security amount deposited by him will be forfeited.
- 7.37 The License deed can be terminated by mutual consent of the parties, if either of the parties by giving one month prior notice in writing mentioning the reasons, come to the conclusion that it is not in their interest to run the said Drug Store under this licensing arrangement.
- 7.38 That the licensee shall comply with all the rules and regulations of the university as adopted and made applicable from time to time.
- 7.39 In case of any misconduct on the part of the Licensee, the agreement will be terminated without assigning any reason and without any notice.
- 7.40 Recovery of credit, if any, will be the sole responsibility of the Licensee.
- 7.41 Any other Term/Condition imposed by the University regarding allotment/termination/enhancement of the license deed will equally be applicable to the Licensee.

## 8. FORCE MAJEURE:

- 8.1 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 event may include, but are not limited to, war or revolution, fire, floods, quarantine restrictions and freight embargoes.
- 8.2 If a Majeure situation arises, the Licensee shall promptly notify the UNIVERSITY in writing of such condition and the cause thereof. Unless otherwise directed by the UNIVERSITY, 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 of obligations not prevented by the Force Majeure event.

## 9. DISPUTE SETTLEMENT:

- 9.1 All questions, disputes and differences arising under and out of, or in connection with the License Deed, shall be referred to the sole arbitration by an arbitrator appointed under the provisions of the Arbitration and Conciliation Act, 1996 by the Vice-Chancellor, GADVASU, Ludhiana whose decision shall be final and binding on both the parties. The venue for the arbitration proceeding shall be Ludhiana.
- 9.2 All disputes shall be subject to the jurisdiction of the Courts at Ludhiana.

-Sd-Director Students' Welfare-cum-Estate Officer

## TECHINICAL BID

# Drug Store - 1

Tender for setting up of Drug Store-1 at Teaching Veterinary Clinical Complex, Guru Angad Dev Veterinary and Animal Sciences University, Ludhiana under license arrangement.

## **DETAILS OF THE BIDDER:**

Details of Firm/Bidder	
Name	
Mobile No. (with WhatsApp)	
E-mail Address	
Details of authorized representative for the Tender (if any)	
Name	
Mobile No. (with WhatsApp)	
E-mail Address	
Letter of Authorization on firm's letterhead in favor of the representative authorized by the Bidder:	
Date of establishment of the firm:	
Full Address:	
(i) Head Office	
(ii) Branch Office, if any	
<ul> <li>Proof of 3 years work experience (attach relevant documentary evidence- IT Returns &amp; GST Returns/Drug License of existing establishments of the relevant business)</li> <li>Particulars of license held under Drug and Cosmetics Act and Rules made their under (copy of the comparison)</li> </ul>	
the valid certificate held by the Bidder for its existing establishments should be attached)	
<b>GST Registration No.</b> (copy of the valid certificate (s) held by the Bidder for its existing establishment should be attached)	
<b>TAN/PAN number</b> (Copy of the valid certificate (s) held by the Bidder	
for its existing establishment should be attached)	
<b>Demand Draft</b> of Rs. 1,00,000/- in favor of	Demand Draft No:
Comptroller. GADVASU	Dated:
(to be attached in original)	Name of Bank:
Bid Validity	180 Days

- 1. I/We have read the terms and conditions of this tender document and hereby agree to abide by them.
- 2. The company/firm has neither been blacklisted by any Central or State Government department in the preceding five years nor there is any litigation pending with any agency.
- 3. All the above information provided by me/us is correct & if any information is found to be incorrect it will lead to the cancellation of my/our bid.

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

<u>Annexure- I-B</u>

## FINANCIAL BID

#### Drug Store -1

Tender for setting up of Drug Store-1 at Teaching Veterinary Clinical Complex, Guru Angad Dev Veterinary and Animal Sciences University, Ludhiana under license arrangement.

The evaluation of financial bid would be based on Highest Bid quoted for Drug Store		
Name of the Firm:		
Address of the Firm: Demand Draft of Rs. 100000/- in favor of Comptroller, GADVASU, Ludhiana	Demand Draft No: Dated: Name of Bank:	

## **Bid Offer for Drug Store – 1**

(Minimum License Fees is Rs. 1,50,000/- per Drug Store (GST Extra as applicable))

Sr. No	Drug Store	Offer of License Fee per Month excluding GST
1.	Drug Store -1	

#### Note:

- 1. The contract will be renewed every eleven months with at least 10% increase in existing license fee, which will be effective from the first day of succeeding month after the 11 month period. The renewal of agreement will be at the discretion of the University. **The GST on the License fee will be extra as applicable from time to time.**
- 2. The Licensee shall get his own meter installed from PSPCL and will be responsible for any payments/security/penalty to be payable to PSPCL.
- 3. UNIVERSITY shall provide an appropriate space to the licensee to open and run the drug store and in lieu thereof the licensee shall give to the Hospital the license fee within first seven days of every calendar month. In case of default of payment, he/she will be charged a penalty of Rs. 2000/- per day of delay in payment, and a maximum of 15 days of delay may be permitted. Thereafter, outstanding amount of the License Fees will be recovered from the security deposit of the Licensee. The University may also cancel the allotment of the drug store.
- 4. The payment of all the applicable taxes from time to time is the sole responsibility of the licensee.
- 5. That the allottee will deposit refundable security in the form of Demand Draft in the name of Comptroller, GADVASU, Ludhiana equal to six months of license fee at the time of signing of Deed of License in addition to the EMD deposited by the Bidder.

- 1. I/We have carefully read the terms and conditions of the Tender Document and hereby agree to abide by them.
- 2. I/We have made in depth and detailed market study prior to making above offer. Further, the said offer is independent of GADVASU's projections and estimates.
- 3. The Company's aforesaid offer is unconditional and it does not expect from the University to guarantee any volume of sales from the Drug Store to enable it to meet the aforesaid offer.

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

# **CHECK LIST for Drug Store-1**

Check list for documents to be submitted along with technical bid under Tender for setting up of Drug Store-2 at Teaching Veterinary Clinical Complex, GADVASU, Ludhiana under license arrangement.

Sr. No.	Documents	Attached/Not Attached
1.	Particulars of license held under Drug and Cosmetics Act and Rules made	
	their under (copy of the valid certificate (s) held by the Bidder for its existing establishment).	
2.	Demand Draft of Rs. 1 lakh in Favour of Comptroller, GADVASU. (separately for each drug store)	
	(To be attached in original)	
3.	Relevant documentary evidence in support of 3 year work experience.	
	(IT Returns / GST Returns / Drug License)	
4.	Technical Bid & Financial Bid in separate envelops for drug store-1.	
5.	Copy of the valid certificate of GST No. held by the Bidder for its existing establishments.	
6.	TAN/PAN number (copy of the valid certificate(s) held by the Bidder for its existing establishment).	
7.	Declaration to the effect that the company has neither been blacklisted by any Central or State Government department in preceding five years nor there is any litigation pending with any agency.	
8.	Letter of authorization in favour of the representative authorized by the Bidder.	
	(To be attached in original)	

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

# **TECHINICAL BID**

# Drug Store - 2

Tender for setting up of Drug Store-2 at Teaching Veterinary Clinical Complex, Guru Angad Dev Veterinary and Animal Sciences University, Ludhiana under license arrangement.

# **DETAILS OF THE BIDDER:**

Details of Firm/Bidder	
Name	
Mobile No. (with WhatsApp)	
E-mail Address	
Details of authorized representative for the Tender (if any)	
Name	
Mobile No. (with WhatsApp)	
E-mail Address	
Letter of Authorization on firm's letterhead in favor of the representative authorized by the Bidder:	
Date of establishment of the firm:	
Full Address:	
(i) Head Office	
(ii) Branch Office, if any	
Proof of 3 years work experience (attach relevant documentary evidence- IT Returns & GST Returns/Drug License of existing establishments of the relevant business) Particulars of license held under Drug and Cosmetics Act and Rules made their under (copy of the valid certificate held by the Bidder for its existing establishments should be attached) GST Registration No. (copy of the valid certificate (s) held by the Bidder for its existing establishment should be attached) TAN/PAN number (Copy of the valid certificate (s) held by the Bidder for its existing establishment should be attached) Demand Draft of Rs. 1,00,000/- in favor of Comptroller. GADVASU	Demand Draft No:
(to be attached in original)	Dated: Name of Bank:
Bid Validity	180 Days

- 1. I/We have read the terms and conditions of this tender document and hereby agree to abide by them.
- 2. The company/firm has neither been blacklisted by any Central or State Government department in the preceding five years nor there is any litigation pending with any agency.
- 3. All the above information provided by me/us is correct & if any information is found to be incorrect it will lead to the cancellation of my/our bid.

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

## FINANCIAL BID

#### Drug Store -2

Tender for setting up of Drug Store-2 at Teaching Veterinary Clinical Complex, Guru Angad Dev Veterinary and Animal Sciences University, Ludhiana under license arrangement.

The evaluation of financial bid would be based on Highest Bid quoted for Drug Store		
Name of the Firm:		
Address of the Firm: Demand Draft of Rs. 100000/- in favor of Comptroller, GADVASU, Ludhiana	Demand Draft No: Dated: Name of Bank:	

## **Bid Offer for Drug Store – 2**

(Minimum License Fees is Rs. 1,50,000/- per Drug Store (GST Extra as applicable))

Sr. No	Drug Store	Offer of License Fee per Month excluding GST
1.	Drug Store -2	

#### Note:

- 1. The contract will be renewed every eleven months with at least 10% increase in existing license fee, which will be effective from the first day of succeeding month after the 11 month period. The renewal of agreement will be at the discretion of the University. **The GST on the License fee will be extra as applicable from time to time.**
- 2. The Licensee shall get his own meter installed from PSPCL and will be responsible for any payments/security/penalty to be payable to PSPCL.
- 3. UNIVERSITY shall provide an appropriate space to the licensee to open and run the drug store and in lieu thereof the licensee shall give to the Hospital the license fee within first seven days of every calendar month. In case of default of payment, he/she will be charged a penalty of Rs. 2000/- per day of delay in payment, and a maximum of 15 days of delay may be permitted. Thereafter, outstanding amount of the License Fees will be recovered from the security deposit of the Licensee. The University may also cancel the allotment of the drug store.
- 4. The payment of all the applicable taxes from time to time is the sole responsibility of the licensee.
- 5. That the allottee will deposit refundable security in the form of Demand Draft in the name of Comptroller, GADVASU, Ludhiana equal to six months of license fee at the time of signing of Deed of License in addition to the EMD deposited by the Bidder.

- 1. I/We have carefully read the terms and conditions of the Tender Document and hereby agree to abide by them.
- 2. I/We have made in depth and detailed market study prior to making above offer. Further, the said offer is independent of GADVASU's projections and estimates.
- 3. The Company's aforesaid offer is unconditional and it does not expect from the University to guarantee any volume of sales from the Drug Store to enable it to meet the aforesaid offer.

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

# **CHECK LIST for Drug Store-2**

Check list for documents to be submitted along with technical bid under Tender for setting up of Drug Store-2 at Teaching Veterinary Clinical Complex, GADVASU, Ludhiana under license arrangement.

Sr. No.	Documents	Attached/Not Attached
1.	Particulars of license held under Drug and Cosmetics Act and Rules made	
	their under (copy of the valid certificate (s) held by the Bidder for its existing establishment).	
2.	Demand Draft of Rs. 1 lakh in Favour of Comptroller, GADVASU.	
	(separately for each drug store)	
	(To be attached in original)	
3.	Relevant documentary evidence in support of 3 year work experience.	
	(IT Returns /GST Returns/Drug License)	
4.	Technical Bid & Financial Bid in separate envelops for drug store-2.	
5.	Copy of the valid certificate of GST No. held by the Bidder for its	
	existing establishments.	
6.	TAN/PAN number (copy of the valid certificate(s) held by the Bidder	
	for its existing establishment).	
7.	Declaration to the effect that the company has neither been blacklisted by	
	any Central or State Government department in preceding five years	
	nor there is any litigation pending with any agency.	
8.	Letter of authorization in favour of the representative authorized by the	
	Bidder.	
	(To be attached in original)	

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

## Annexure III

#### Terms of Reference of Inspection and Monitoring Committee

In terms of provisions contained in this Tender Document, the terms of reference of Inspection and Monitoring Committee constituted by the University will be as follows:

- A. Whether drugs, medicines, etc. being stocked & sold in the Drug Stores are in conformity with the inventory list provided by the University.
- B. What is the minimum quantum of stock of each category of drugs, medicines, other items, etc. being maintained to ensure their continuous availability?
- C. Evaluation of the authenticity or genuineness of the quality of medicine being dispensed.
- D. Whether adequate storage facilities are being utilized in relation to proper stocking of medicines, provision of adequate cold storage & maintenance of cold chain of such drugs as prescribed by the manufacturers of such drugs.
- E. Appraisal of procedure for weeding out of expired medicines and its timely implementation.
- F. Whether the medicines dispensed are as per prescriptions of the Doctors or staff on duty.
- G. Whether the quantity and quality of man power being maintained in the Drug Store is adequate and as per instructions of the University and assurance given by the Licensee.
- H. Whether the presence of qualified pharmacists/staff is being maintained round the clock to ensure proper dispensing of drugs.
- I. Whether the number of dispensing counters is adequate.
- J. To assess the time taken by the vendor in satisfactory dispensing/return of the prescribed medicines, which should be bare minimum?
- K. To inspect the documents related to procurement of stock, its maintenance & sale.
- L. To check whether unused medicines, returned in sealed condition by the patients, animal owners/attendants are taken back by the licensee together with corresponding refund record.
- M. To check whether instructions issued by the University, from time to time, under various provisions of the license deed, are being continually adhered to by the licensee.
- N. To check whether any of the other agreed performance obligations of the licensee, as covered in the tender, are being performed by the licensee to the satisfaction of the University.
- O. The aforesaid terms of reference of the said Committee are illustrative and not exhaustive. The Committee will be at liberty to check on any other aspect, as deemed fit by it, for appraisal of functioning of the said Drug store