

**INDIAN INSTITUTE OF SCIENCE EDUCATION AND
RESEARCH PUNE**



TENDER DOCUMENT

FOR

**DISPENSING OF MEDICINES ON CREDIT BASIS
TO IISER PUNE**

Dr. Homi Bhabha Road, Pune: 411 008

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INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE

Dr. Homi Bhabha Road. Pune –411008

[www.iiserpune.ac.in]

TENDER NOTICE

Open Tender Reference No: IISER/PUR/1564/21

TENDER FOR DISPENSING OF MEDICINES ON CREDIT BASIS TO IISER PUNE

Indian Institute of Science Education and Research Pune is an autonomous Institute under Ministry of HRD, Government of India.

The Director, IISER Pune invites online bids (e-Tender in two bid system) from reputed and experienced Pharmacies having medical store(s) in PMC/PCMC area, for **supply of medicines on credit basis to IISER Pune Employees, their Dependent Family Members and IISER-Pune Clinic.**

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> or Institute website www.iiserpune.ac.in and bid is to be submitted **online only** through the E-procurement portal up to the last date and time of submission of tender.

No manual bids will be accepted. Technical and Financial Bid should be submitted in the E-procurement portal. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 91-8826246593.

Important Dates of Tender:

Sr.	Particulars	Date	Time
1	Date of Online Publication / Download of Tender	04/02/2022	18:00Hrs
2	Pre-Bid Meeting	11/02/2022	16.00Hrs
3	Bid Submission Start Date	18/02/2022	18:00Hrs
4	Bid Submission Close Date	24/02/2022	15:00Hrs
5	Closing date & time for submission of original EMD & Tender Fee / Copy of exemption related certificates, documents.	24/02/2022	15:00Hrs
6	Opening of Technical Bids	28/02/2022	15:00Hrs

Pre Bid Meeting:

A Pre-bid meeting will be held via video conference at IISER Pune, Purchase Section, Dr. Homi Bhabha Road, Pashan, Pune – 411008 on February 11th, 2022 from 16.00 hrs to 17.00 hrs (IST). All prospective bidders are requested to kindly send their queries by email at purchase@iiserpune.ac.in so as to reach latest by February 10th, 2022 by 14.00 hrs During Pre-bid meeting the answers / clarifications to the queries will be made available and also uploaded on Institute website. No queries will be entertained after the Pre-bid meeting. The corrections/additions / clarifications given, as discussed



during the Pre-Bid Conference would be hosted on the website of IISER Pune and all the Prospective Bidders are required to take cognizance of the proceedings of the Pre-Bid Conference before submitting their bids as stipulated in the Bidding Documents.

Amendment to Bidding Documents:

At any time prior to the due date for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

All prospective bidders who have down loaded the Tender Document should surf Institute website from time to time to know about the changes / modifications in the Tender Document. The changes / modifications would also be hosted on the website of the Institute and all prospective bidders are expected to surf the website before formulating and submitting their bids to take cognizance of the amendments.

The Director, IISER Pune reserves the right to award contract for services either to one party or more than one party. He also reserves the right to amend or withdraw any of the terms and conditions mentioned in the tender document or to reject any or all tenders at any stage without giving any notice or assigning any reason and not bound to accept the lowest tender keeping in view the Interest of the Institute. The decision of the Director, IISER Pune in this regard shall be final and binding on all.

REGISTRAR

INSTRUCTIONS FOR ONLINE BID SUBMISSION

This tender document has been published on the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) & Institute website www.iiserpune.ac.in. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

REGISTRATION:

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.
7. The CPP Portal also has user manual with detailed guidelines on enrolment and participation in the online bidding process. Any queries related to process of online bids or queries related to CPP Portal may be directed to the 24x7 CPP Portal Helpdesk.
8. The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

SEARCHING FOR TENDER DOCUMENTS :

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS :

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS :

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
4. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
5. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
6. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.
7. Financial Bid to be submitted in PDF format.

ASSISTANCE TO BIDDERS

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-4200462, 0120-4001002, 91-8826246593**.

TECHNICAL BID

PROFORMA FOR EVALUATION OF TECHNICAL BID

Sr.	Particulars	State Details
1	Name of the agency / firm / company	
2	Registered address of the agency / firm / company Land Line No Mobile No Email (Submit proof of address – Copy of Latest Corporation Tax Receipt OR copy of latest Land Line Telephone Bill OR copy of latest Electricity Bill OR Copy of Lease Agreement etc.)	
3	Address of the Pune office of the agency / firm / company. Land Line No Mobile No Email (Submit proof of address – Copy of Latest Corporation Tax Receipt OR copy of latest Land Line Telephone Bill OR copy of latest Electricity Bill OR Copy of Lease Agreement etc.)	Yes / No Submitted / Not Submitted
4	Legal status – Individual / proprietary / partnership firm / limited company / corporation, etc.) (Submit Copy of the appropriate registration certificate)	Legal Status: _____ Submitted / Not Submitted
5	Name, designation, and details of contact person. Land Line No Mobile No Email	
6	Month and Year of commencement of Chemist business.	
7	Statutory details of agency / firm /	

Sr.	Particulars	State Details
	company (Photocopies of the Registration Certificate / Allotment letter issued by the concerned authority to be submitted):	Submitted / Not Submitted
	1] Registration number of the firm in Pune/PCMC area. (Issued under Shops and establishment Act) and date of issue.	
	2] In case of company, registration number issued by Registrar of Companies and date of issue.	
	3] Permanent Account Number (PAN).	
	4] GST – Registration number.	
	5] Profession Tax registration number.	
8	Agency / firm / company should have an annual turnover of at least Rs.5,50,000/- in the Pharmacy/Chemist Service business alone for each of the last 3 financial years. Turnover Certificate specifically having details of Pharmacy/Chemist Service business alone duly certified by the Chartered Accountant to be submitted.	Financial Year - 2018-19 : Rs. _____ Financial Year - 2019-20 : Rs. _____ Financial Year – 2020--21 : Rs. _____
9	Agency / firm / company should hold valid license issued by Drug Controller Authority of the state running the shop. (valid for entire contract period) Submit copy of license. Provide details	Yes / No Submitted / Not Submitted
10	Agency / firm / company must not have been convicted by the state drugs authorities and no case under the Drugs and Cosmetics Act and Rules against him should be pending.	Yes / No

Sr.	Particulars	State Details
	Non- conviction Certificate from the State Drug Controller or any other officer in the city delegated the powers by it to sign the Drug Licenses & Non- Conviction Certificate. No other document including an affidavit /undertaking will be considered for this purpose. The Non-Conviction Certificate should be dated not more than 6 months prior to date of publishing of tender.	Submitted / Not Submitted
11	The bidder should not be currently debarred by any Government organization. An affidavit on non-judicial certificate should be submitted	Yes / No Submitted / Not Submitted
12	Tender Fee (Non Refundable) to be submitted in the form of Demand Draft of Nationalized Bank / Scheduled Bank having minimum three months' validity (To be submitted with Technical Bid) Refer General Information.	No._____ dated_____ for Rs. 1,180/- (Rupees One thousand one hundred eighty only) drawn on (name of the Bank)_____ in favor of Director, IISER Pune payable at Pune
13	Earnest Money Deposit (EMD) to be submitted in the form of Demand Draft of Nationalized Bank / Scheduled Bank having minimum three months' validity (To be submitted with Technical Bid) Refer General Information.	No._____ dated_____ for Rs.40,000 /- (Rupees forty thousand only) drawn on _____ (name of the Bank)_____ in favor of Director, IISER Pune payable at Pune.

Sr.	Particulars	State Details
14	All pages of the tender signed? To be submitted with the Technical Bid.	Yes / No
15	In case the tender is signed by the person other than the sole proprietor / owner, authorization given by the Executive Body authorizing the officer / partner for signing the tender documents for this tender to be submitted on letter head.	Submitted / Not Submitted / Not Applicable

Place: _____

Date: _____

Signature of Tenderer
Name & seal of agency/firm/company

GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

Dispensing of medicines on credit basis to IISER PUNE.

2. TENDER FEE & EARNEST MONEY DEPOSIT DETAILS

- a) **Tender Fee of Rs. 1,180/- (Rs. One thousand One Hundred Eighty only)** in the form of Demand Draft from Nationalized/scheduled bank in favor of The Director, IISER Pune.
- b) **EMD of Rs. 40,000/- (Rs. Forty Thousand only)** in the form of Bank guarantee (As per format enclosed as ANNEXURE- 'C') or Demand Draft of a scheduled bank in the name of Director, IISER, Pune valid for 180 days from the date of opening of the tender.
- c) **EMD and tender fee amount can be deposited in IISER PUNE Bank account through net banking as mentioned below.**

Name-Indian Institute of Science Education and Research Pune.

Bank-State Bank of India

Branch-NCL Campus Branch, PUNE 411008

Current A/c No. 30042605732

IFSC-SBIN0003552

- Scanned copy of Tender Fee and EMD in favor of The Director, IISER Pune must be uploaded with the Technical Bid.
Agency / firm / company exempted from payment of Tender Fee / EMD must upload requisite documents in support of their claim.

Tender Fee, EMD OR Exemption Related Certificates / Documents are also needs to be submitted in original in a sealed envelope by due date at the following address with covering letter having tender details:

Assistant Registrar (S&P)

Indian Institute of Science Education and Research Pune

Dr. Homi Bhabha Road, Pashan

Pune-411008

Ph:020- 2590 8017/8246

Tender received without Tender Fee, EMD OR Exemption Related Certificates / Documents as per requirement will be summarily rejected.

- Earnest Money Deposit (EMD) of Agency / Firm / Company who withdraws tender during the intervening period shall be forfeited.

3. Bid is to be submitted **online only** through the E-procurement portal up to the last date and time of submission of tender.
4. At the first stage, the Technical Bids shall be opened on due date and technical evaluation shall be carried out based on the Technical Bid Proforma, documents submitted in support, tendered terms, conditions, eligibility etc.
5. Bidders technically disqualified shall be intimated.
6. **Technical bid should not contain any price bid information.**
7. The Financial bids of only those tenderers will be opened who are declared qualified by the Technical Evaluation Committee. The tender is not transferable under any circumstances.
8. Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
9. Tender in any form other than the prescribed form issued by IISER Pune shall not be considered and will be summarily rejected.
10. The rates quoted in the Financial Bid shall be valid for at least 180 days from the date of award of tender. Quote valid for a shorter period shall be liable for rejection.
11. The bidder should quote uniform discounts in percentage terms on the maximum retail price (MRP) inclusive of all taxes printed on the strip / bottle / unit packed in respect of all items of supplies to be made under the contract. The quoted offer shall be on the MRP inclusive of all taxes and shall remain fixed for the entire period of contract.
12. **Selection of Bidder**
 - Institute may obtain confidential feedback from the clients of the eligible pharmacy/agency regarding the quality of services provided, etc.
 - **Highest percentage of discount offered will be first criteria for selection.**
 - **In case more than one bidder offers HIGHEST discount, a Tie breaker will be used. The 1st Tie breaker will be the Turnover of the Pharmacy/agency in last financial year (2020-21) i.e., the Pharmacy/agency with higher turnover will be preferred & even if this is matching which is highly unlikely, the 2nd Tie breaker will be the distance of the Pharmacy/agency from the IISER Pune & the Pharmacy/agency with lesser motorable distance from the IISER (as measured using “Google Maps”) will be awarded the tender.**

13. Taxes

- The successful agency shall be liable for depositing all taxes, levies, cess, etc. to concerned tax collection authorities from time to time as per extant rules and regulations on the matter on account of services rendered by it to the Institute.
- The Income Tax (T.D.S.) shall be deducted at prevailing rate from bills, as amended from time to time in accordance with the provisions of Income Tax Department, and a certificate to this effect shall be issued by the Institute to the agency.
- In case, the successful agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof Institute is put to any loss / obligation, monetary or otherwise, it shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

14. IISER requires that the bidder under this bid observes the highest standard of ethics during execution of such contract.

15. IISER will reject the proposal for award if it determines that the bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the contract in question.

16. The successful agency will have to make agreement with the Institute broadly covering scope of work, requirements, terms and conditions of the services to be provided to the Institute on a non judicial stamp paper of Rs. 500/- or as per the prevailing requirement, the cost of which will be borne by the contracting agency/firm/company.

17. The Successful agency shall deposit an amount of Rs.1,00,000/- as interest free Security deposit/performance bank guarantee within 15 days from the date of signing the agreement in the form of demand draft drawn in favor of "Director IISER Pune" for the duration of the contract plus two months. In case of violation of any of the terms of contract, violations of any of the statutory requirements, unlawful business practices by which operations at the Institute are affected, Institute shall forfeit this deposit. On satisfactory conclusion of contract, the said deposit shall be refunded to the agency.

18. Period of Contract

- The contract shall be initially for a period of **one year** and may be extended yearly for a maximum up to **three years** (Total period) subject to satisfactory performance at the discretion of competent authority on the same terms and conditions or with some addition/ deletion/ modification.
- The contracting pharmacy/agency shall provide the services continuously as per the award of contract. In case of discontinuation of services by the

agency in the middle of the period or non-satisfactory services, breach of any terms and conditions of the contract, non-compliance of the orders of competent authority, etc. the agency shall be liable for necessary legal action and the Institute shall also forfeit performance security deposit of the agency.

- The contracting agency/firm/company shall not be allowed to transfer, assign, pledge or sub-contract its responsibilities, rights and liabilities under this contract to any other agency without prior written consent of the Institute.

19. COMMENCEMENT AND TERMINATION

The contract may be terminated in any of the following contingencies: -

1. On giving one-month notice by the Institute OR
2. On giving three months' notice by the agency OR
3. On the expiry of the contract, without any notice. OR
4. On giving one-month notice by the Institute at any time during the tenancy of contract, in case the services rendered by the agency are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for this services. OR
5. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the agency to any third party for sub-letting the whole or a part of the contract to any third party. OR
6. On agency being declared insolvent by the competent Court of Law without any notice.

In case of termination of contract on the grounds mentioned at Sr. No 4 & 5 above the Institute shall forfeit the Bank guarantee and the agency shall not have any claim/right against the Institute.

Provided that during the notice period for termination of the contract, in the situation stated above, the agency shall keep on discharging his duties as before till the expiry of notice period.

19. LAST PAYMENT:

The last payment of the agency will be cleared only after obtaining clearance of any liabilities not pending.

20. RIGHT TO ACCEPT / REJECT ANY BID

The Director IISER Pune, reserves the right to accept or reject 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 the IISER action. The Director, IISER Pune doesn't pledge himself/herself to



accept the highest discount offering Bid or any Bid and reserves to him/herself the right of accepting the whole or any part of the Bid and Bidder shall supply the medicines at the rates quoted.

21. FORCE MAJEURE:

- Agency shall not be liable for forfeiture of its performance security, imposition of penalty or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure which means an event beyond the control of the supplier and not involving the agency fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. If a force majeure situation arises the agency shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- Force Majeure shall not include insufficiency of funds or manpower or any event which is caused by negligence or intentional action of supplier.

22. INDEMNITY

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

23. RESERVATION OF RIGHT FOR APPOINTMENT OF MORE CHEMISTS FOR IISER PUNE.

- The Director, IISER Pune, reserves the right to appoint any number of Authorized Local agencies.
- Without prejudice to the rights, purchases can be preferred from any of the Agencies/other pharmacies

The following steps/measures will be adopted in the instances mentioned below:

- a. Exit by agency midway through contract
- b. Unsatisfactory performance report regarding agency received from users

ARBITRATION

1. The contracting agency/firm/company and the Institute shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, the same shall be settled under the Court of Law within its jurisdiction at Pune. The resultant contract will be interpreted under Indian Laws.
2. In the event of any question, dispute or difference arising under or in connection herewith, the same shall be referred to the sole arbitration to Director, IISER Pune or his nominee.
3. The award of the Arbitrator shall be final and binding on the parties. In the event of such Arbitrator to whom he matters is originally referred is being transferred or vacating his office or in the event of his resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
4. The Arbitrator may give interim award and / or directions in the interest of justice.
5. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modifications thereof from time to time being in force shall be deemed to apply to the arbitration proceeding under this clause.

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SPECIAL TERMS AND CONDITIONS

1. The tender is for dispensing of medicine on credit basis to IISER PUNE employees, their dependent family members and supply to IISER-Pune clinic.
2. The Pharmacy / agency shall maintain separate record and register for the drugs supplied to IISER PUNE employees, their dependent family members and clinic.
3. Initially the prescription will be sent to the pharmacy in electronic form either by email or mobile phone communication system.
4. The pharmacy/agency will issue drugs based on the prescription in original authorized and issued by IISER clinic Doctors, and in case prescribed by Doctors other than IISER clinic it will be countersigned by IISER Doctors for authorization. Pharmacy will have to supply exactly same drug as per prescription.
5. The agency will ensure that the medicines are transported and supplied to the IISER Pune while maintaining the conditions as required for the drug e.g. maintenance of cold chain etc.
6. The designated agency shall deliver the indented medicines in separate packets for each and every individual beneficiary.
7. The Pharmacy will be required to deliver the drugs at IISER-Pune campus either-
 - I. Directly to the patient, OR
 - II. If patient is not available in the campus then drugs should be given in the IISER-Pune Wellness Clinic, OR
 - III. If required by the patient, he should be able to obtain drugs on credit basis directly from the pharmacy shop by submitting authorized prescription.
8. Signature of recipient of drugs must be obtained on bill as a token of acknowledgement for having supplied the drugs.
9. The drugs as per prescriptions communicated through electronic media to pharmacy till 6.30 pm should be delivered on next day till 5.00 pm. But if drugs are ordered by clinic for emergency then those should be supplied urgently.
10. Original prescription should be collected at the time of delivery of drugs and name and sign of person receiving the drugs should be taken on the bill.
11. The pharmacy will supplement short of drugs if any, at the earliest.



12. The medicines supplied should be (manufacturing date/batch) out of fresh stock. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply.
13. Drugs are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular medicine/drug on any particular day.
14. For example, on one day 25 tablets of Sompraz (with strip size of 15 tablets) are required then 2 strips to be supplied and if suppose on another day total of 20 tablets of same drug is required then 1 strip is to be supplied.
15. Institute shall not be responsible for payments for the services provided by successful agency to the staff on their personal requests.
16. The agency/pharmacy will make available all registers and records for verification / authentication to the Competent Authorities of IISER as and when required.
17. The agency/pharmacy will prepare and submit consolidated bill to IISER Dispensary for employees and their dependent family members showing in separate Excel Sheet for each category of employees).
18. **ONLINE CONNECTIVITY WITH IISER WELLNESS CENTRE:** - The agency shall ensure reliable internet connectivity to ensure connectivity to IISER PUNE Network to receive online demand from the Wellness Centre/individuals.
19. **PRESENTATION OF BILLS:**
 - i) The pharmacy can submit the bills fortnightly along with the prescriptions.
 - ii) Payment against Bill shall be made only after satisfactory services to be certified by the Administration. No advance payment will be made. The payment will be made by bank transfer. Payments of the bills presented will normally be arranged in 4 to 6 weeks of presentation of the bills, however the pharmacy shall make no claim from IISER Pune in respect of interest or damages in case the payment is delayed for any reasons.
 - iii) The bill should clearly indicate the details of the supplies made each day such as name of the item, name of manufacturer, batch No., date of manufacture & expiry date, name of beneficiary, beneficiary ID No. with date, rate, discount as per contract etc. and any other information required by the IISER PUNE.

- iv) The fortnightly bill shall be supported by the prescription. Incomplete bills not accompanied by any of the particulars mentioned above will not be entertained.

PERFORMANCE SECURITY

The amount of Performance Security shall be liable to be forfeited if the medicines supplied by the agency are subsequently found as having been stolen from anywhere or are not conforming to quality. The Performance Security is also liable to be forfeited if the authorized chemist:

- i. Fails to adhere to the terms of the Contract or
- ii. Supplies any sub-standard, spurious drugs or substitutes medicines.
- iii. Delays supplies.
- iv. Over charges
- v. If the agency is found engaged in corrupt, collusive, coercive and/or fraudulent practices including subcontracting.
- vi. The agency stops the supplies of the medicines/drugs without giving 90 days prior notice.

17. DEDUCTIONS FOR DELAY/ DEFAULT

17.1 In case of demand for specific brand of medicines, the same shall not be substituted. In exceptional cases when the specific medicine is not available due to unavoidable reasons, same may be communicated immediately to the Medical Officer of IISER-Pune for changes if possible. Medicines/brand should not be changed on its own by pharmacy else complaint can be registered by the beneficiary.

17.2 In the event of non-supply or late supply of common drugs as listed in CGHS formulary (<https://cghs.gov.in/index4.php?lang=1&level=0&linkid=416&lid=3705>) and which are available with other local chemist in Pune/PCMC, complaint can be registered by the beneficiary.

If there are more than 5 established complaints in one month then supplier will be penalized Rs.1000/- and he will have to discuss the issue with the medical committee.

18. SUPPLY OF MEDICINES:

18.1 Sufficient stock of standard quality of medicines at all times will have to be maintained by the agency, to avoid inconvenience to the IISER PUNE beneficiaries.

18.2 In case of failure or refusal on agency part to supply the medicines to the purchaser/ beneficiaries within the time as provided in the relevant clauses of this Tender document, the contract is liable to be terminated /cancelled at agency risk and cost. Any additional cost involved in arranging supply from alternative source will be recovered from the agency. This will be in addition and without prejudice to the deduction.

18.4 (a) The medicines/drugs to be supplied shall be of standard quality. In case it is found that a drug/ medicines is expired or is near the date of expiry, found not of standard quality, substandard or spurious, supplier's (Appointed Pharmacy/agency) firm will be liable to be debarred for a period of 3 years besides other legal action that may be initiated against them as per law.

PRICE SCHEDULE

1.	Percentage of discount proposed to be offered on Maximum Retail Price (MRP) inclusive of taxes printed on medicines strip /bottle / unit packed in: i) In percentage terms – in figures ii) In percentage terms – in words	
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Note:

1. The bidder should quote uniform discount in percentage terms on the Maximum Retail Price (MRP) (inclusive of all taxes) printed on the strip/ Bottle/ unit packed, in respect of all items of supplies to be made under the Contract. The quoted offer shall be on the MRP inclusive of all taxes and shall remain firm and fixed for the entire duration of the contract.
2. The bidder should extend uniform discount on **Medicines even for Drugs Price Control Order (DPCO) drugs.**

Signature & Seal of Pharmacy

(COVERING LETTER)
(To be submitted along with technical bid on letter head)

From:
Pharmacy / Agency
With phone, email, & mobile no.

To,
The Director
INDIAN INSTITUTE OF SCIENCE EDUCATION & RESEARCH
Pashan, Pune – 411 008.

Reference: Tender Notice published in Daily newspaper / Institutes website / CPP Portal dated _____,

Subject: Tender for Dispensing of Medicines on Credit Basis to IISER Pune Employees, their Dependent Family Members and IISER-Pune Clinic.

Sir,

With respect to the tender notice published in above mentioned Daily newspaper / Institutes website / CPP Portal, I / We hereby submit my / our tender in a required format.

I / We will adhere to the requirements prescribed by IISER Pune. I / We have carefully gone through the requirements, evaluation criteria, terms and conditions and prescribed formats carefully and I / We accept the same without any alterations/modifications.

I/We are fully aware of the nature of medicines / drugs required and my / our offer is to supply the medicines / drugs strictly in accordance with the requirements of IISER.

I/We agree to arrange supplies of standard quality medicines / drugs in accordance with nomenclature, specifications and packages given in the prescription

I/We agree that the supply of aforesaid will comply with provisions of drugs & Cosmetics Act, 1940 and rules made there under.

My / our pharmacy has not been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and Rules.

Yours Sincerely,
Signature, Name and seal of contracting agency/firm/company

BIDDER INFORMATION FORM

Company Name : _____
 Registration Number : _____
 Registered Address : _____

Name of Partners /Director : _____

City : _____
 Postal Code : _____
 Company's Establishment Year: _____
 Company's Nature of Business : _____

Company's Legal Status (tick on appropriate option)

- 1) Limited Company
- 2) Undertaking
- 3) Joint Venture
- 4) Partnership
- 5) Others

Company Category

- 1) Micro Unit as per MSME
- 2) Small Unit as per MSME
- 3) Medium Unit as per MSME
- 4) Ancillary Unit
- 5) SSI
- 6) Others

CONTACT DETAILS

Contact Name : _____
 Email Id : _____
 Designation : _____
 Phone No : (_____) _____

Mobile No : _____

BANK DETAILS

Name of Beneficiary : _____
 A/c. No. CC/CD/SB/OD: _____
 Name of Bank : _____
 IFSC NO. (Bank) : _____

Enclose scan copy of cancelled Cheque.

Branch Address and Branch Code: _____

Other Details

Vendor's PAN No. _____

Vendor's GST: _____x

CERTIFICATE
(to be provided on letter head of the firm)

I hereby certify that the above firm neither blacklisted by any Central/State Government/Public Undertaking/Institute nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

IMPORTANT NOTICE

TENDERERS RESPONDING TO THIS ENQUIRY SHALL BE DEEMED TO BE AGREEABLE TO THE TERMS AND CONDITIONS HEREIN CONTAINED. THESE TERMS AND CONDITIONS SHALL BE BINDING ON THE SUCCESSFUL TENDERER. CONDITIONAL TENDERS ARE LIABLE TO BE REJECTED. IISER PUNE WILL PROCESS THE TENDER AS PER IISER PUNE STANDARD PROCEDURES. THE DIRECTOR OF THE INSTITUTE RESERVES THE RIGHT TO REJECT ANY OR ALL OR PART OF TENDER WITHOUT ASSIGNING ANY REASON AND SHALL ALSO NOT BE BOUND TO ACCEPT THE LOWEST TENDER. IISER PUNE WOULD NOT BE UNDER ANY OBLIGATION TO GIVE ANY CLARIFICATIONS TO THE AGENCIES WHOSE BIDS ARE REJECTED.

I agree to all terms and conditions mentioned in the tender document of the Institute

Signature of the Tenderer

Checklist for BIDDERS

BIDDERS to indicate whether the following are enclosed/mentioned by striking out the non-relevant option.

Envelope-1 (Technical-Bid) (Following documents to be provided as single PDF file)			
Sl. No.	Content	File Types	Document Attached
1	Scan copies of both Tender Fee of Rs 1180/- and EMD of Rs.40,000/-	.PDF	(Yes /No)
2	Documents as per technical bid	.PDF	(Yes /No)
3	Bidder Information form as per Annexure-‘A’	.PDF	(Yes /No)
4	Blacklist certificate as per Annexure-‘B’	.PDF	(Yes /No)
5	A copy of the Un-priced Commercial bid	.PDF	(Yes /No)
6	Solvency certificate for Rs 8.00 lakhs (not older than twelve months) issued by scheduled/nationalized bank with which BIDDER holds the current account	.PDF	(Yes /No)
7	Undertaking that the successful BIDDER agrees to give a Rs,1,00,000/- security deposit/ Performance Bank Guarantee	.PDF	(Yes /No)
8	Self-Attested copy of GST Number (as applicable)	.PDF	(Yes /No)
9	Tender Terms & Conditions Acceptance signed with official seal is attached	.PDF	(Yes /No)
Envelope-2 (Financial-Bid)			
Sl. No.	Content	File Types	Document Attached
1	Price bid should be submitted in PDF and Excel Format	.PDF and Excel	(Yes /No)