



INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH  
AN AUTONOMOUS INSTITUTION, MINISTRY OF HUMAN RESOURCE DEVELOPMENT,  
GOVT. OF INDIA.  
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**TENDER NOTICE NO: 22 /2015-16**

No. IISER/PUR/1380 /15-16

Date : 15/03/2016

DISPENSING OF MEDICINES ON CREDIT BASIS TO IISER PUNE EMPLOYEES, AND THEIR  
DEPENDENT FAMILY MEMBERS.

Indian Institute of Science Education and Research (IISER), Pune, an autonomous Institute established under Ministry of HRD, Government of India. IISER is devoted to both teaching and research of the highest caliber in a totally integrated way. IISER Pune invites tenders from reputed and experienced Pharmacies having medical store(s) in PMC area, for supply of medicines on credit basis to IISER Pune employees and their dependent family members. For tender documents & further details, please visit our website [www.iiserpune.ac.in](http://www.iiserpune.ac.in). The tender completed in all respects should be submitted in the office of Registrar, Main Building, Dr Homi Bhabha Road, Pashan, Pune - 411048 on or before 06/04/2016 by 3.00 p.m.

The Director, IISER Pune reserves the right to accept or reject any or all tenders in full or part thereof without assigning any reason whatsoever and his decision on all matters in this regard shall be final & binding.

sd/-  
Registrar



No. IISER/PUR/1380 /15

Date : 15 /3/2016

**NOTICE INVITING TENDER FOR SUPPLY OF MEDICINES**  
**ON CREDIT BASIS TO IISER PUNE EMPLOYEES, AND THEIR DEPENDENT FAMILY**  
**MEMBERS**

Tenders are invited on behalf of the Director, IISER, Pune, from reputed and experienced Pharmacies/Agencies for dispensing of medicines to IISER PUNE employees and their dependent family members on credit basis from the medical shop.

**Scope of Work :**

Dispensing of medicines on credit basis to IISER PUNE employees and their dependent family members against the prescription given by IISER PUNE Dispensary Doctors.

**Mandatory Requirements: -**

**Area earmarked**

Validity of the contract initially for a period of three years with a provision of extension on satisfactory performance.

The pharmacy / agency must meet the following mandatory requirements:-

1. Necessary documents prescribed by law about ownership / partnership / single ownership of the shop / business.
2. Audited Balance Sheet during last 3 years.
3. Income Tax Returns for past 3 years and PAN Card number.
4. VAT clearance certificate.
5. Copies of all the valid licences and statutory documents which are mandatory for running the medical shop / pharmacy. Successful bidder will ensure that their licences remain valid till the end of the contract period.
6. Registration under Shops and Establishment Act.
7. Client list with the performance certificate.
8. The pharmacy must not have been convicted by the State drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules against him. (Necessary Certificate from Food & Drugs Administration may be enclosed)

Note : The bid is liable to be rejected, if required information / documents are not furnished as asked for in 1 to 8 (Mandatory requirements).



## How to apply:-

Agencies / Pharmacies meeting the above-mentioned mandatory requirements will submit tender forms. A demand draft of Rs.18,000/- as earnest money deposit (EMD) is required to be submitted along with bid. Please note that tender received without EMD of tender form will be summarily rejected.

Desirous agencies/ pharmacies may download tender forms from our website [www.iiserpune.ac.in](http://www.iiserpune.ac.in). Both the tender forms in the prescribed format duly completed in all respects and supported by relevant documents should be submitted in a sealed envelope addressed to Director, IISER, Pune. Tenders should reach the office of Registrar, Main Building, IISER Pune 411 008 on or before 6/04/2016 by 3.00 p.m. Late and delayed tenders will not be opened and summarily rejected. The bid will be opened on 6/4/2016 at 3.30 p.m. in the office of Administration, IISER Pune in the presence of the Agencies/firms representatives, if any.

If any information furnished by the agency is found to be incorrect at any stage during contract period, it will liable to be debarred from tendering and EMD will be forfeited.

The Director, IISER Pune reserves the right to accept or reject any or all the tenders in full or part thereof without assigning any reason whatsoever and his decision on all matters in this regard shall be final and binding.

Sd/-  
Registrar



## DOCUMENTS DETAILS

No. IISER/MEDICAL/2016

Date : 15/03/2016

1	Name of the Pharmacy	:	
2	Address & Tel. No.	:	
3.	Pharmacy Registration No. Under Shops & Establishment Act (attach the copy)	:	
4	Drug License No., Date and validity of license issued Drug Control Authority of the State (Copies of relevant documents to be enclosed)	:	
5.	Income Tax Return for last 3 years with PAN No. (Copies to be submitted)	:	
6.	Audited balance Sheets for last 3 years (Copies to be submitted, Certified by C.A)	:	
7.	VAT Clearance Certificate (copy to be enclosed)	:	
8.	Any other important information	:	

Date :

Signature of Tenderer with seal



## INSTRUCTIONS/GUIDELINES FOR TENDERERS

1. This tender form along should be submitted in the Bid format only.
2. Each page of tender document should be signed by the tenderers with rubber stamp of the firm affixed on each page.
3. Unsealed, conditional/ telegraphic/ fax tenders and tenders without Earnest Money Deposit or not on the prescribed form shall not be entertained.
4. Tenders must be accompanied with Earnest Money Deposit (EMD) as specified in the form of Demand Draft/ Pay Order from a Nationalized /Scheduled Bank drawn in favour of Director, IISER Pune and payable at Pune.
5. No pharmacy / agency is exempted from furnishing the EMD under any circumstances.
6. EMD deposited with IISER Pune in connection with any other tender will not be considered/ adjusted against this tender.
7. Rates offered should be mentioned both in figures as well as in words and offer should be typed or legibly handwritten. Alteration if any, unless legibly attested by the Tenderer with his full signature shall invalidate the tender. The tender should be duly signed by the authorized persons. (In case, there is any difference in the amount between figures & words, the amount indicated in words will be treated as the valid offer). The Tenderer should ensure that the amount is written in such a way that interpolation is not possible. No blank space should be left.
8. The last date and time of receipt of tenders is on or before 6/4/2016 by 3.00 p.m. Tenders received after the due date and time shall not be considered. The tenderer will be responsible for timely submission of the tender documents, complete in all respects.
9. The Bids shall be opened at 3.30 p.m. on 6/4/2016 in the presence of indenting tenderer(s) or their authorized representatives who may wish to be present at that time.



10. In case the date of receipt or opening of tenders is declared a Govt. holiday then the date of receipt / opening of the tender will be the next working day at the same time.
11. For due performance of his / their obligation under the contract during the validity period of the contract the successful tenderers shall deposit 10% of the annual contract value as Security Deposit which will not bear interest. This Security Deposit is to be furnished in the form of Demand Draft/B.G in favour of Director, IISER Pune, payable at Pune. The Security Deposit will be forfeited in case of breach of contract. After successful completion of the contract, the security deposit will be refunded after adjusting dues if any to the IISER, Pune from the Contractor.
12. The Tenderer should read the general terms and conditions and give their acceptance by signing every page with seal of the firm.
13. Failure to fulfill any of the conditions given above shall render the tender liable for rejection.
14. The Director, IISER Pune in public interest reserves right to accept or reject any or all tenders without assigning any reason and also to impose/ relax any term and conditions of the tender.

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LETTER OF ACCEPTANCE

I /We have read the Tender conditions including the General Terms and Conditions of the contract given in the tender documents. I / We agree to abide by the same.

Signature of the Contractor & Seal:

Address for Correspondence: -----  
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Date .....

Contractors Seal & Signature



## GENERAL TERMS AND CONDITIONS

### Terms and Conditions:-

1. The Pharmacy / Agency shall maintain separate record and register for the medicines supplied to IISER PUNE employees and dependant family members.
2. IISER requires that the bidder under this bid observes the highest standard of ethics during the procurement and execution of such contract.
3. 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.
4. 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.
5. The pharmacy/agency will issue drugs based on the prescription in original authorized and issued by IISER Dispensary Doctors, and in case prescribed by Doctors other than IISER clinic it will be countersigned by IISER Doctors. **The Pharmacy will be required to supply the medicines at IISER Pune, Wellness Clinic after obtaining signature as a token of acknowledgement for having supplied the medicines.** The pharmacy will supplement short of medicines if any, at a short notice.
6. The pharmacy will submit the bill fortnightly along with the prescription duly signed by the person who received the medicines.
7. The medicines supplied should be (manufacturing date/batch) out of fresh stock with a maximum expiry period. Pharmacy will supply only branded medicines.
8. IISER will release payment within a 30 days from the date of receiving the bill from pharmacy / agency.





9. The pharmacy will make available all registers and records for verification / authentication to the Competent Authorities of IISER as and when required.
10. The 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).
11. Any change or modification to this agreement will necessarily require being in writing upon mutual understanding of both the parties to this agreement.

Both the parties understand that during the term of this agreement, there would be exchange of information between them with regard to highly confidential patient data. During this term of this agreement, and following the expiration or termination thereof, none of the mentioned parties shall cause its officers, agents and affiliates to disclose any confidential information, to any third party(s).

#### **COMMENCEMENT AND TERMINATION**

1. The above agreement will be for a period of THREE years from the date of award of contract. The Agreement may be extended depending upon satisfactory services on the same terms and conditions as are mutually agreed upon.
2. This agreement may be terminated on any of the following contingencies :
  - a. On the expiry of the contract period as stated above
  - b. By giving one week's notice by IISER on account of
    - i. Committing breach by Pharmacy / Agency of any of the terms and conditions of this Agreement and
    - ii. On assigning any contract benefit or interest therein or any part thereof by Pharmacy / Agency to any third person or subletting whole or part of the said work to any third person / party without written permission of IISER
  - c. On Pharmacy / Agency being declared insolvent by competent court of law

During the notice period for termination of the contract, in the situation contemplated above, Pharmacy / Agency shall keep on discharging his duties till the expiry of notice period.



## ARBITRATION

1. 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.
2. The award of the Arbitrator shall be final and binding on the parties. In the event of such Arbitrator to whom he matter 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.
3. The Arbitrator may give interim award and / or directions in the interest of justice.
4. 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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## DECLARATION OF BIDDER

From:

Pharmacy / Agency  
With phone, fax, & mobile no.

To,

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

Dear Sir,

1. I / We hereby offer to supply medicines / drugs to IISER PUNE as indicated in the Bid notice at the rate given in Price format. I / We shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I/We have understood the instructions and conditions of contract and fully accept them.
3. 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.
4. I/We agree to arrange supplies of standard quality medicines / drugs in accordance with nomenclature, specifications and packages given in the prescription
5. I/We agree that the supply of aforesaid will comply with provisions of drugs & Cosmetics Act, 1940 and rules made there under.
6. 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.



No. IISER/PUR/1380 /15

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PRICE FORMAT

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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Signature & Seal of Pharmacy / Bidder