

**भारतीय उष्णदेशीय मौसम विज्ञान संस्थान**  
**INDIAN INSTITUTE OF TROPICAL METEOROLOGY**  
(पृथ्वी विज्ञान मंत्रालय, भारत सरकार का एक स्वायत्त संस्थान)  
(An autonomous Institute under the Ministry of Earth Sciences, Govt. of India)  
पाषाण, पुणे - 411 008  
**PASHAN, PUNE - 411008**

**निविदा सूचना/ TENDER NOTICE**

निदेशक, भारतीय उष्णदेशीय मौसम विज्ञान संस्थान, डॉ. होमी भाभा मार्ग, पाषाण, पुणे - 411 008 (भारत) निम्नलिखित मद की आपूर्ति / उपलब्ध करने हेतु पंजीकृत और लाइसेंस धारक चिकित्सा एजेंसियां / आपूर्तिकारों एवं उनके प्रत्यायित विक्रय एजेंटों से निविदाएं (भाग-I तकनीकी बोली, भाग - II कीमत बोली) आमंत्रित करते हैं :

Director, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, Pashan, Pune - 411008 (India) invites tenders (Part-I – Technical Bid, Part-II – Price Bid) from Registered and Licence Holder Medical Agencies / Suppliers and their accredited selling agents for the supply / dispensing of following :

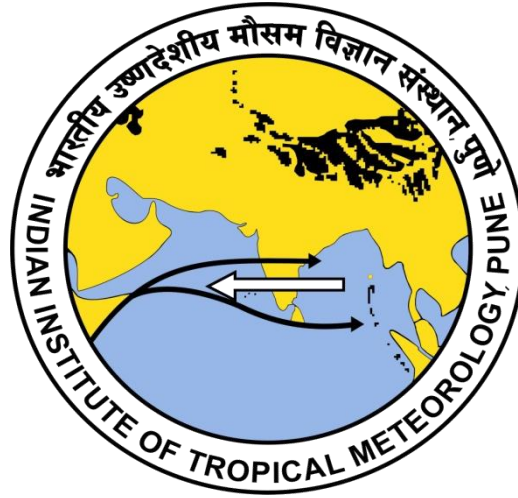
क्रम सं. Sr. No.	निविदा सूचना सं. Tender Notice No.	विवरण / Description
01.	आयआयटीएम/सा.प्र./142/03/2019 IITM/GA/142/03/2019	साख के आधार पर औषधि का वितरण। Dispensing of Medicines on Credit Basis.

बोली-पूर्व बैठक (ऑफलाइन) Pre-bid Meeting (Offline)	: 29 जुलाई 2019 को 15:00 बजे : 29 <sup>th</sup> July, 2019 at 1500 hrs.
ऑनलाइन माध्यम द्वारा निविदा प्रस्तुत करने की अंतिम तिथि Last date of submission of Tender on online mode	: 21 अगस्त 2019 को 15:00 बजे : 21 <sup>st</sup> August, 2019 at 1500 hrs.
ऑनलाइन (केवल तकनीकी बोलियाँ) निविदा खोलने की तिथि Opening of Tenders online (Technical bids only)	: 21 अगस्त 2019 को 15:30 बजे : 21 <sup>st</sup> August, 2019 at 1530 hrs.

संस्थान को किसी निविदा या सभी निविदाओं को बिना कारण बताए निरस्त करने का अधिकार है। विस्तृत विवरण एवं बोलियों के प्रस्तुतीकरण हेतु कृपया वेबसाइट <https://moes.euniwizarde.com> देखें। संभावित बोलीदाताओं की जानकारी के लिए निविदा विवरण भी इस संस्थान की वेबसाइट <http://www.tropmet.res.in> एवं सरकार का सेंट्रल प्रोक्यूरमेंट पोर्टल (सीपीपी) <http://www.eprocure.gov.in> पर भी उपलब्ध है।

The Institute reserves the right to reject any or all tenders without assigning any reason thereof. For details and submission of bids please visit website <https://moes.euniwizarde.com>. For the information of the prospective bidders, the tender details are also available on this Institute's Website: <http://www.tropmet.res.in> and Government's Central Procurement Portal (CPP) <http://www.eprocure.gov.in>.

Sd-  
प्रशासनिक अधिकारी, कूते निदेशक  
Administrative Officer, for Director  
ईमेल/Email :psu.iitm@tropmet.res.in



## TENDER DOCUMENT

FOR

**Dispensing of Medicines on Credit Basis**

**INDIAN INSTITUTE OF TROPICAL METEOROLOGY  
(AN AUTONOMOUS INSTITUTE OF MINISTRY OF  
EARTH SCIENCES, GOVERNMENT OF INDIA)  
DR. HOMI BHABHA ROAD, PASHAN, PUNE 411 008  
MAHARASHTRA, INDIA**

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**Invitation for Bids through E-procurement**

**Date: 11/07/2019**

Indian Institute of Tropical Meteorology is an esteemed Autonomous Institute working under the administrative control of Ministry of Earth Science, Govt. of India. It is a premiere research Institute doing research on the Ocean-Atmosphere Climate System required for improvement of Weather and Climate Forecasts. It generates scientific knowledge in the field of meteorology and atmospheric sciences that has potential application in various fields such as agriculture, economics, health, water resources, transportation, communications, etc. It functions as a national center for basic and applied research in monsoon meteorology. The Director, IITM would like to **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 IITM Pune Employees, their Dependent Family Members and IITM Dispensary Pune.**

Sr. No.	Tender No.	Brief Description of Services	Single / Two Bid
1	IITM/GA/142/03/2019	Dispensing of Medicines on Credit Basis	<b>Two</b>

- The bid has to be submitted online on Institute's e-procurement system hosted at website <https://moes.euniwizarde.com> as per the process mentioned on the same website. Bidder has to register on the above website & to pay the transaction fee directly to M/s. ITI Limited to participate in the bidding process through e-procurement. Bidders are advised to follow the instructions provided in 'Vendor's Guide' available on the said e-procurement website. Bidders can contact at **011-49606060** for any technical queries regarding registration and submission of bid on the above portal.
- The address for submission of bids and for obtaining further information:  
 Administrative Officer  
 Indian Institute of Tropical Meteorology,  
 Dr. Homi Bhabha Road, Pashan,  
 PUNE-411008. Tel (O): 020-25904200 Fax : 020-25865142
- A Pre-bid Conference will be held as per the schedule mentioned below. All prospective bidders are requested to kindly submit their queries to the address indicated above so as to reach the Administrative Officer at least one day before Pre-Bid Conference.

Date & Time	Venue
<b>29th July 2019 1500 hrs (IST)</b>	<b>IITM, Pune</b>

- The Bid prepared by the Bidder shall include the following:-
 

i)	<b>Bid Security / EMD of ₹ 50,000/- (₹ Fifty Thousand only)</b>
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- All bids must be accompanied by a Bid Security as specified above and must be delivered to the above office before 05 days from the last date of submission of bid online. In the event of the date specified for bid receipt is declared as a closed holiday, the due date for submission of bids will be the following working day at the appointed time.
- The Schedule for Submission of Bids is as follows:-
 

	Date	Time in hours (IST)	Submit to / Venue
<b>Submission of Bids</b>	<b>21<sup>st</sup> August, 2019</b>	<b>Upto 1500 hrs.</b>	<b>As detailed at Sr. No.1</b>
<b>Opening of Bids</b>	<b>21<sup>st</sup> August, 2019</b>	<b>1530 hrs</b>	
- The Director, Indian Institute of Tropical Meteorology, Pune reserves the right to accept or reject any or all bids / offers either in part or in full or to split the work order without assigning any reasons there for.

## **CHAPTER - 1**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **A. Introduction**

**Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.**

##### **1.1 Eligible Bidders**

- 1.1.1. This Invitation for Bids is open to all Supplier / Contractor / Contractors / contractors.
- 1.1.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser / Service Receiver/ Service Receiver to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.1.3. Bidders who fulfil the Eligibility Criteria mentioned in in this tender document will be considered for Technical Evaluation of bids.

##### **1.2 Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser / Service Receiver/ Service Receiver", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

##### **1.3 Fraud and corruption**

- 1.3.1. The Purchaser / Service Receiver requires that the bidders, Supplier / Contractor / Contractors and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

<b>Sr. No.</b>	<b>Term</b>	<b>Meaning</b>
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

- 1.3.2. The Purchaser / Service Receiver/ Service Receiver will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

#### **B. The Bidding Documents**

##### **1.4 Cost of Bidding Documents**

The bidding documents are to be **downloaded from Institute's e-procurement website hosted at <https://moes.euniwizarde.com> as per the procedure mentioned on the said website. The bidding document is free of cost however transaction fees mentioned on the website has to be paid according to the procedure mentioned at the website.**

## **1.5 Content of Bidding Documents**

- 1.5.1. The Goods / Services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into Eight Chapters.
- 1.5.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

## **1.6 Clarification of bidding documents**

### **1.6.1. In case when there is NO PRE-BID CONFERENCE**

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser / Service Receiver in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC). The Purchaser / Service Receiver will respond in writing to any request for clarification, provided that such request is received not later than ten (10) days prior to the due date for submission of bids. The Purchaser / Service Receiver shall host the response on its website, including a description of the inquiry but without identifying its source. Should the Purchaser / Service Receiver deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under *Clause 1.7* relating to amendment of bidding documents and *Clause 1.19* relating to Due date for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the Purchaser / Service Receiver for the benefit of the prospective bidders who are expected to take cognizance of the same before formulating and submitting their bids.

### **1.6.2. In case when there is PRE-BID CONFERENCE**

- a) A prospective Bidder requiring any clarification of the Biding Documents shall contact the Purchaser / Service Receiver in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC), latest by the date specified in the Invitation for Bids / NIT which would be deliberated as per **Clause 1.6.2 (b)** of Instructions to the Bidders. No request for clarification or query shall be normally entertained after the **Pre-Bid Conference**. Should the Purchaser / Service Receiver deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under *Clause 1.7* relating to amendment of Bidding Documents and *Clause 1.19* relating to Due Date for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the Purchaser / Service Receiver for the benefit of the other prospective bidders.
- b) A Pre-bid Conference shall be held as indicated in Invitation to Bid. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate IITM for proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries (with envelope bearing Tender No. and Date on top and marked "Queries for Pre-bid Conference") so as to reach IITM as indicated in Invitation to Bid. IITM shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. These proceedings will become a part of clarifications / amendments to the bidding documents and would become binding on all the prospective bidders. These proceedings would also be hosted on IITM website [www.tropmet.res.in](http://www.tropmet.res.in) for the benefit of all the prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the IITM website after the Pre-bid Conference, in order to enable them take cognizance of the changes made in the bidding document.

## **1.7 Amendment to Bidding Documents**

- 1.7.1. At any time prior to the due date for submission of bids, the Purchaser / Service Receiver 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.
- 1.7.2. All prospective bidders who have downloaded the Tender Document should surf Institute's e-procurement website <https://moes.euniwizarde.com> from time to time to know about the changes / modifications in the Tender Document. All prospective bidders are expected to surf the website before formulating and submitting their bids to take cognizance of the amendments.

1.7.3. In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on the website of the purchaser.

1.7.4. The Director, IITM 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. The decision of the Director, IITM, Pune in this regard shall be final and binding on all.

### **C. Preparation of bids**

#### **1.8 Language of Bid**

1.8.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser / Service Receiver, shall be written in English language only especially when the details are technical. However, if GOI makes it mandatory under Rajbhasha Abhiyan, in that case views of Rajbhasha unit of IITM may be sought.

1.8.2. The Supplier / Contractor / Contractor shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Supplier / Contractor / Contractor.

#### **1.9 Documents Comprising the Bid**

The bid prepared by the Bidder shall include the following as per the requirement of the Tender Document:

a	Bid Security as specified in the Invitation to Bids
b	Bidder Information Form
c	Documents required to fulfil Eligibility and Qualification criteria as specified in the tender document.
d	Detailed Technical Specifications and Scope of Supply
e	Deviation Statement Form
f	Price Schedule Form(s)
g	Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted
h	Documents establishing goods eligibility and conformity to bidding documents

The documents comprising bid should be submitted in the **above sequence in orderly manner**.

#### **1.10 Price Schedule**

The bidder shall complete the Bid Form and the appropriate Price Schedule form as given in Chapter- 4 furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form and the appropriate Price Schedule form shall be submitted in accordance with the bidding documents.

#### **1.11 Bid Prices**

1.11.1. The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the Goods / Services it proposes to supply / to provide (render) under the contract.

1.11.2. The price quoted shall remain fixed during the contract period and shall not vary on any account.

1.11.3. The purchases made by the Purchaser / Service Receiver for scientific purpose are exempt from GST and are charged at a concessional rate, as follows:-

<b>GST</b>	The Purchaser / Service Receivers registered with Department of Scientific and
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	Industrial Research (DSIR) for purposes of availing <b>GST concession</b> in terms of Notification No. 47/2017-Integrated Tax (Rate) dt. 14/11/2017, Notification No. 45/2017-Central Tax (Rate) dt. 14/11/2017 and Notification No. 45/2017-Union Territory Tax (Rate) dt. 14/11/2017. The maximum GST is applicable @ 5% only for goods procured for research purpose of the Institute.
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**Note:** All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC, IT (TDS), GST, etc.), wherever applicable.

**1.12 Bid Currencies**

Prices shall be quoted in Indian Rupees.

**1.13 Documents Establishing Bidder's Eligibility and qualifications**

1.13.1. The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.

1.13.2. The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that:

(a)	The bidder meets the qualification criteria listed in bidding documents, if any.
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1.13.3. Conditional tenders / offers shall **not** be accepted.

**1.14 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

1.14.1. To establish the goods' eligibility, the pharmacy/agency will issue drugs based on the prescription in original authorized and issued by IITM dispensary Doctors, other CGHS authorized Hospitals and CSMA Doctors. Pharmacy will have to supply exactly same drug as per prescription.

1.14.2. 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 Consultant Doctors of IITM Dispensary for changes if possible.

**1.15 Bid Security (BS) / Earnest Money Deposit (EMD)**

1.15.1. The Bidder shall furnish, as part of its bid, a Bid security (BS) / Earnest Money Deposit (EMD) of amount as specified in NIT in the form of a Bank Guarantee / Demand Draft drawn on any Scheduled / Commercial / Nationalized Bank in favour of the Director, **The Indian Institute of Tropical Meteorology (IITM), Pune**, The scan copy of the Bid Security / Earnest Money Deposit (EMD) has to be uploaded in the e-procurement website of the Institute and Original copy of the same has to be kept in the Technical Bid envelop which needs to be submitted on or before date submission of bids. Alternately EMD amount can be deposited in IITM, Pune account by RTGS/NEFT/SWIFT. The details of online transfer may be communicated to IITM Pune immediately.

1.15.2. Bids submitted without BS/EMD will stand rejected. BS/EMD will not be accepted in the form of cash / cheque or any other form other than DD/Banker's Cheque/TDR/Bank Guarantee as per Chapter-5: **Annexure B**. No interest is payable on BS/EMD

1.15.3. The bid security is required to protect the Purchaser / Service Receiver against the risk of Bidder's conduct, which would warrant the Bid security's forfeiture.

1.15.4. The bid security shall be in one of the following forms at the bidders' option:

(a)	A Bank Guarantee (BG) issued by a Nationalized / Scheduled bank / Commercial / Foreign Bank operating in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Nationalised / Scheduled Indian bank;
<b>OR</b>	
(b)	A Banker's cheque or demand draft in favour of the <b>Purchaser / Service Receiver</b> issued by any Nationalised / Scheduled Indian bank / Commercial bank.
<b>OR</b>	
(c)	EMD amount can be deposited in IITM, Pune account by RTGS/NEFT/SWIFT.



Account No.	: 11099449733
Bank Name and address	: STATE BANK OF INDIA
IFSC Code	: SBIN000454
Swift Code	: SBININBB238

- 1.15.5. The bid security shall be payable promptly upon written demand by the Purchaser / Service Receiver in case the conditions listed in the **ITB clause 1.15.11** are invoked.
- 1.15.6. The bid security should be submitted in its original form. Copies shall not be accepted.
- 1.15.7. Bid security / EMD is mandatory requirement and exemption is applicable to the firms registered with NSIC / MSME only for the manufacture of the tendered goods and not for selling products manufactured by other companies.
- 1.15.8. The Bid Security of unsuccessful bidder will be discharged / returned as promptly as possible but positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.
- 1.15.9. The successful Bidder's bid security will be discharged upon the Bidder furnishing the Performance Security, without any interest. Alternatively, the BS could also be adjusted against Performance Security, if it is paid through Demand Draft / Banker's Cheque.
- 1.15.10. In case a bidder intimates at the time of tender opening in writing that the bid security is kept inside the financial bid, then in such cases, the technical bid of the party would be accepted provisionally till opening of the financial bids with which the party has attached the bid security.
- 1.15.11. The bid security may be forfeited:

(a)	If Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; <b>OR</b>
(b)	In case of successful Bidder, if the Bidder fails to furnish order acceptance within 14 days of the order or fails to sign the contract and / or fails to furnish Performance Security within 14 days from the date of contract / order.

- 1.15.12. Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser / Service Receiver with a covering letter to compare with the original BG for the correctness, genuineness, etc.

## **1.16 Period of Validity of Bids**

- 1.16.1. Bids shall remain valid for minimum of 180 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser / Service Receivers non-responsive.
- 1.16.2. In exceptional circumstances, the Purchaser / Service Receiver may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

- 1.16.3. Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

## **1.17 Format and Signing of Bid**

- 1.17.1. The bids may be submitted as Single-bid or Two-bid as specified in the Invitation for Bids / NIT through e-procurement system hosted at website <https://moes.euniwizarde.com> as per the process mentioned on the same website.
- 1.17.2. In case the bids are invited on single bid basis, then the Bidder shall submit his / her techno-commercial offer (technical literature / specifications & commercial terms & condition only) in a single bid envelope & shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In

the event of any discrepancy between them, the original shall govern. Scan copy of the same (Technical Bid) has also to be uploaded on E-procurement portal. Price bid must be submitted through e-procurement portal only.

- 1.17.3. In case the bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts. First part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedule forms. The second part shall contain the Price-Bid comprising Bid Form and Price Schedule forms. The Bidder shall prepare two copies of the technical bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate & the copies of the documents submitted as a part of Technical Bid in e-procurement system should reach IITM, Pune within 5 working days from the last date of submission of bids on e-procurement system. However, it may please be noted that price bid must be submitted through e-procurement portal only; no hard copy of price bid will be acceptable in any case.
- 1.17.4. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- 1.17.5. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

#### **D. Submission and sealing of Bids**

#### **1.18 Submission of Bids**

1.18.1. The bidders may submit their bids online on Institute's e-procurement portal hosted at <https://moes.euniwizarde.com> and duly sealed technical bids (with soft copy) along with Earnest Money Deposit may be submitted generally by post or by hand at the Institute on or before last date of submission of bids.

- a) **The soft copy of the Technical Bid has to be submitted on Institute e-procurement site <https://moes.euniwizarde.com> as per the instruction given at the site.**
- b) Price has to be filled on Institute's e-procurement site <https://moes.euniwizarde.com>. Bidders are required to submit the standard BoQ as per the format prescribed in the bidding document by filling the necessary white cells of the excel sheet (unprotected cells) only. In addition to this, the scanned copy of duly filled in and signed Price Bid in pdf format may also be uploaded on the above e-procurement site. The prices quoted in the excel sheet format will prevail if noticed any discrepancy in the figures of the excel sheet and pdf copy of price bid uploaded. The prices filled in the e-procurement site will be treated as final and shall be binding to the vendor.
- c) Bidders are advised to follow the instructions provided in "Vendor's Guide" available on the said e-procurement website. For any query / technical help regarding M/S. ITI Limited E-procurement portal, bidders may directly contact to the following officials of M/S. ITI Limited : -
  - i) Mr. Shubhankar - +91 8076208995
  - ii) Mr Awesh - +91 9205898224
  - iii) Helpdesk Number - 011-49606060
  - iv) Email : [helpdeskeuniwizarde@gmail.com](mailto:helpdeskeuniwizarde@gmail.com)

#### **1.18.2. Sealing of Bids in the case of bids invited on Single Bid basis:**

The Bidder shall mark the Technical Bids as "original" and "copy". The original and copy Bids shall then be sealed in an envelope & shall submit to this Institute not more than 5 days from the last date of submission of bid online.

#### **1.18.3. Sealing of Bids in the case of bids invited on Two bid basis:**

- d) Technical Bid should contain documents as listed in Clause- 1.9 **without mentioning Prices** on Bid Form and Price Schedule Form(s). The Bidder shall seal the original Bid and copy Bid, duly marking

the Bids as "original" and "copy". The original and copy Bids shall then be sealed in the **Envelope** and marked as **Technical Bid**.

- e) Price Bid should contain Bid Form and Price Schedule Form(s) with Rates / Prices filled in as per Chapter 6. Price Bid must be submitted online only through e-procurement portal.

**1.18.4. Marking of Envelopes for submission of Technical Bids :**

- a) The Technical bid envelope shall be addressed to the Purchaser / Service Receiver indicated in the Special Conditions of Contract (SCC).
- b) The name and address of the bidder, Tender No., due date and a warning "Do not open before \_\_\_\_\_" to be completed with the time and date as specified in the invitation for bids.
- c) Envelope should be super scribed with
- Tender Number: \_\_\_\_\_
  - Due Date\_\_\_\_\_ Time\_\_\_\_\_
  - Name of the Vendor \_\_\_\_\_
  - Addressed To:  
**THE DIRECTOR**  
**THE INDIAN INSTITUTE OF TROPICAL METEOROLOGY,**  
**Dr.HOMI BHABHA ROAD, PASHAN,**  
**PUNE-411 008 (MAHARASHTRA)- INDIA**

- 1.18.5. If Technical Bid envelope is not sealed and marked as required above, the Purchaser / Service Receiver will assume no responsibility for the bid's misplacement or premature opening of the submitted bid. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to the Incharge, General Administration Section before expiry of the due date and time of opening of the bids.

**1.19 Due date for Submission of Bids**

- 1.19.1. Bids must be received by the Purchaser / Service Receiver at the address specified in NIT not later than the time and date specified in NIT. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser / Service Receiver, the Bids will be received up to the appointed time on the next working day.
- 1.19.2. The Purchaser / Service Receiver may, at its discretion, extend the due date for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser / Service Receiver and Bidders previously subject to the due date will thereafter be subject to the due date as extended.
- 1.19.3. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <https://moes.euniwizarde.com> e-procurement portal of the Institute.
- 1.19.4. Bidders may also refer instructions towards terms and conditions and procedures for bidding through e-procurement portal <https://moes.euniwizarde.com> as per detailed in **Annexure – K.**

**1.20 Submission of Bids**

- 1.20.1. Online submission of the bid will not be permitted on the e-procurement portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode.
- 1.20.2. The copies of the documents submitted as a part of Technical Bid in e-procurement system should reach IITM, Pune within 5 working days from the last date of submission of bids on e-procurement system. The bids shall be liable to reject if the document not received within stipulated deadline and the uploaded online bid on the portal shall be considered as non-responsive and shall not be processed further. In case of any discrepancy between online uploaded technical bid and hard copy submitted at this Institute, the online copy shall be considered as final.

**1.21 Withdrawal, substitution and Modification of Bids**

- 1.21.1. The Withdrawal, substitution and Modification of Bids is permitted as per the provisions of the e-procurement system.
- 1.21.2. No bid may be withdrawn, substituted, or modified in the interval between the due date for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

**E. Opening and Evaluation of Bids**

**1.22 Opening of Bids by the Purchaser**

- 1.22.1. Opening of Bids by the Purchaser / Service Receiver will be done as per the provisions of the e-procurement system.  
In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In case of two-bid, the Price bid shall be opened only after technical evaluation.
- 1.22.2. Bidders interested in participating in the bid opening process, should witness the tender opening process on e-procurement system.

**1.23 Confidentiality**

- 1.23.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract.
- 1.23.2. Any effort by a Bidder to influence the Purchaser / Service Receiver in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

**1.24 Clarification of Bids**

To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser / Service Receiver may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the Purchaser / Service Receiver shall not be considered.

**1.25 Preliminary Examination**

- 1.25.1. The Purchaser / Service Receiver shall examine the bids to confirm that all documents and technical documentation requested in **ITB Clause 1.9** have been provided, and to determine the completeness of each document submitted.
- 1.25.2. The Purchaser / Service Receiver shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
  - (a) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, will be treated as non-responsive and ignored. The following are some of the important points, for which a tender may be declared as non-responsive and will be ignored, during the initial scrutiny:

i	The Bid is unsigned
ii	The Bidder is not eligible
iii	The Bid validity is shorter than the required period

iv	Bidder has not agreed to give the required performance security
v	The goods quoted are sub-standard, not meeting the required specification, etc.
vi	Against the Requirement (Scope of supply) the bidder has not quoted for the entire requirement as specified in the tender document.
vii	The bidder has not agreed to some essential condition(s) incorporated in the tender.

- (b) Price Schedule Form, in accordance with **ITB Clause 1.10**. In case of two-bid system these forms shall be examined after opening of the Price Bids of the technically qualified bidders.

**1.26 Responsiveness of Bids**

- 1.26.1. Prior to the detailed evaluation, the Purchaser / Service Receiver will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

(a)	affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Tender; <b>OR</b>
(b)	limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Proposed Contract; <b>OR</b>
(c)	if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

- 1.26.2. The Purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 1.26.3. If a bid is not substantially responsive, it will be rejected by the Purchaser / Service Receiver and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

**1.27 Non-Conformity, Error and Omission**

- 1.27.1. Provided that a Bid is substantially responsive, the Purchaser / Service Receiver may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 1.27.2. Provided that a bid is substantially responsive, the Purchaser / Service Receiver may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 1.27.3. Provided that the Bid is substantially responsive, the Purchaser / Service Receiver shall correct arithmetical errors on the following basis:

(a)	if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser / Service Receiver there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
(b)	if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
(c)	if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 1.27.4. Provided that a bid is substantially responsive, the Purchaser / Service Receiver may request that a bidder may confirm the correctness of arithmetic errors as done by the Purchaser / Service Receiver within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

## **1.28 Examination of Terms & Conditions, Technical Evaluation**

- 1.28.1. The Purchaser / Service Receiver shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 1.28.2. The Purchaser / Service Receiver shall evaluate the technical aspects of the Bid submitted in accordance with **ITB Clause 1.14**, to confirm that all requirements specified in the Bidding Documents have been met without any material deviation or reservation.
- 1.28.3. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser / Service Receiver determines that the Bid is not substantially responsive in accordance with **ITB Clause 1.26**, it shall reject the Bid.

## ~~1.29 Conversion to Single Currency~~

~~To facilitate evaluation and comparison, the Purchaser / Service Receiver will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening in the case of single bid and the rates prevalent on the date of opening of the Price Bids in case of two bid. For this purpose, exchange rate notified in [www.rbi.org](http://www.rbi.org) or any other website would be used by the purchaser. (Not Applicable).~~

## **1.30 Evaluation and comparison of bids**

- 1.30.1. The Purchaser / Service Receiver shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 1.30.2. To evaluate a Bid, the Purchaser / Service Receiver shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology will be used.
- 1.30.3. The bids shall be evaluated on the basis of final discount offered by the bidder on the MRP.

## **1.31 Comparison of Bids**

The Purchaser / Service Receiver shall compare all substantially responsive bids to determine the lowest valued bid (higher discount offered bid), in accordance with **ITB Clause 1.30**.

- 1.31.1 **This Institute is following and abide with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and subsequent amendments to the order. Accordingly preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.**

## **1.32 Contacting the Purchaser**

- 1.32.1. Subject to **ITB Clause 1.24**, no Bidder shall contact the Purchaser / Service Receiver on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.32.2. Any effort by a Bidder to influence the Purchaser / Service Receiver in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

## **1.33 Post qualification**

- 1.33.1. In the absence of pre-qualification, the Purchaser / Service Receiver will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB Clause 1.13**.
- 1.33.2. The determination will take into account the Eligibility & Qualification criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's

qualifications submitted by the Bidder, as well as such other information as the Purchaser / Service Receiver deems necessary and appropriate.

- 1.33.3. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

## **F. Award of contract**

### **1.34 Negotiations**

Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder (here higher discount offered bidder). Counter offers tantamount to negotiations, shall be treated at par with negotiations.

### **1.35 Award Criteria**

Subject to **ITB Clause 1.37**, the Purchaser / Service Receiver will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid (here higher discount offered bidder), provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the website of the Purchaser.

### ~~**1.36 Purchaser's right to vary Quantities at Time of Award or later**~~

~~The Purchaser / Service Receiver reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Chapter 4 without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 25% within the delivery period. (Not Applicable).~~

### **1.37 Purchaser's right to accept any Bid and to reject any or all Bids**

The Purchaser / Service Receiver reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

### **1.38 Notification of Award**

- 1.38.1. Prior to the expiration of the period of bid validity, the Purchaser / Service Receiver will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.
- 1.38.2. Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.38.3. Upon the successful Bidder's furnishing of the signed Contract Form and Performance Security pursuant to **ITB Clause 1.41**, the Purchaser / Service Receiver will promptly notify each unsuccessful Bidder and discharge its bid security.

### **1.39 Signing of Contract**

- 1.39.1. Promptly after notification, the Purchaser / Service Receiver shall send the successful Bidder the Purchase Order.
- 1.39.2. Within fourteen (14) days of date of the Purchase Order, the successful Bidder shall enter into Contract Agreement as per Chapter 7.

### **1.40 Order Acceptance**

- 1.40.1. The successful bidder should submit Order acceptance within 14 days from the date of issue of Purchase Order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to **ITB Clause 1.15.11**.
- 1.40.2. The order acceptance must be received within 14 days. However, the Purchaser / Service Receiver has the powers to extend the time frame for submission of order acceptance and submission of Performance

Security (PS). Even after extension of time, if the order acceptance / PS are not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications / scope of the work. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

#### **1.41 Performance Security**

Within 14 days of receipt of the notification of award / Purchase Order as per the GCC Clause, the Supplier / Contractor / Contractor shall furnish Performance Security for the amount specified in SCC, valid for the time 60 days after the warranty period.

#### **2. SCOPE OF WORK**

Dispensing of medicines on credit basis to IITM, PUNE.

3. Scanned copy of EMD in favour of The Director, IITM, Pune must be uploaded with the Technical Bid. Agency / firm / company exempted from payment of EMD must upload requisite documents in support of their claim.

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 :

**Administrative Officer  
Indian Institute of Tropical Meteorology,  
Dr. Homi Bhabha Road, Pashan,  
PUNE-411008. Tel (O): 020-25904200 Fax : 020-25865142**

Detailed instructions regarding bid security are available vide clause no. 1.15.

4. Bid is to be submitted **online only** through the E-procurement portal up to the last date and time of submission of tender.
5. 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.
6. Bidders technically disqualified shall be intimated.
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 IITM, 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 taxed 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 (2018-19) 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 IITM, Pune & the Pharmacy/agency with lesser motorable distance from the IITM (as measured using “Google Maps”) will be awarded the tender.**

### **13. Taxes**

- i. 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.
- ii. 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.
- iii. 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.** IITM requires that the bidder under this bid observes the highest standard of ethics during execution of such contract.

**15.** IITM 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 ₹1000/- 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 ₹1,00,000/- (₹ One Lakh only) as interest free Security deposit/performance bank guarantee within 14 days from the date of signing the agreement in the form of demand draft drawn in favour of “Director IITM, 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**

- i. The contract shall be initially for a period of **one year and** may be extended yearly basis 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.
- ii. 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.
- iii. 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.

## **20. LAST PAYMENT:**

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

## **21. RIGHT TO ACCEPT / REJECT ANY BID :**

The Director IITM, 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 IITM action. The Director, IITM 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.

## **22. 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 / Contractor / Contractor and not involving the agency fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser / Service Receiver 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 / Service Receiver in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser / Service Receiver in writing, the Supplier / Contractor / Contractor 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 / Contractor / Contractor.

## **23. INDEMNITY**

The successful bidder shall indemnify the IITM 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 IITM 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 IITM 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 IITM Pune and will not hold the IITM Pune responsible or obligated. The IITM 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.

**24. RESERVATION OF RIGHT FOR APPOINTMENT OF MORE CHEMISTS FOR IITM PUNE.**

- The Director, IITM 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

**25. 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, IITM 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 the 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.
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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**CHAPTER - 2**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. The tender is for dispensing of medicine on credit basis to IITM Pune employees, their dependent family members and supply to IITM dispensary situated at IITM Colony.
2. The Pharmacy / agency shall maintain separate record and register for the drugs supplied to IITM PUNE employees, their dependent family members and dispensary.
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 IITM dispensary Doctors, other CGHS authorized Hospitals and CSMA Doctors. 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 IITM 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 IITM Colony campus either-
  - I. Directly to the patient, OR
  - II. 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. Time bar medicines will not be accepted. 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 exact number mentioned in Doctor's prescription.
14. Institute shall not be responsible for payments for the services provided by successful agency to the staff on their personal requests.
15. The agency/pharmacy will make available all registers and records for verification / authentication to the Competent Authorities of IITM as and when required.

**16.** The agency/pharmacy will prepare and submit consolidated bill to IITM Dispensary for employees and their dependent family members showing in separate Excel Sheet for each category of employees.

**17. ONLINE CONNECTIVITY WITH IITM DISPENSARY:** - The agency shall ensure reliable internet connectivity to ensure connectivity to IITM PUNE Network to receive online demand from the Dispensary/individuals.

**18. PRESENTATION OF BILLS:**

- i) The pharmacy can submit the bills monthly 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 through RTGS / NEFT etc. 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 IITM 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 IITM 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.

**19. 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.

**20. DEDUCTIONS FOR DELAY/ DEFAULT :**

20.1 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 Consultant Doctors of IITM Dispensary for changes if possible. Medicines/brand should not be changed on its own by pharmacy else complaint can be registered by the beneficiary.

20.2 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 / Contractor / Contractor will be penalized ₹1000/- (₹ One Thousand only) and he will have to discuss the issue with the medical committee.

## **21. SUPPLY OF MEDICINES:**

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

21.2 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.

21.3 (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 / Contractor / Contractor'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.

**CHAPTER - 3**

**TECHNICAL BID PROFORMA FOR EVALUATION OF TECHNICAL BID**

Sr.	Particulars	State Details
1	Name of the agency / firm / company	
2	<b>Registered address</b> 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 <b>Pune</b> office of the agency / firm / company.	<b>Yes / No</b>
	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.)	Submitted / Not Submitted
4	Legal status – Individual / proprietary / partnership firm / limited company / corporation, etc.) (Submit Copy of the appropriate registration certificate)	Legal Status : _____
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 / company	
	(Photocopies of the Registration Certificate / Allotment letter issued by the concerned authority to be submitted):	Submitted / Not Submitted
	1] <b>Registration number of the firm in Pune/PCMC area.</b> (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 <b>₹7,50,000/-</b> in the Pharmacy/Chemist <b>Service business alone</b> for each of the last 3 financial years. Turnover Certificate specifically having details of Pharmacy/Chemist <b>Service business alone</b> duly certified by the Chartered Accountant to be submitted.	Financial Year 2016-17 ₹
		Financial Year 2017-18 ₹
		Financial Year 2018-19 ₹
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 <b>Submitted / Not Submitted</b>
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. 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.	Yes / No  <b>Submitted / Not Submitted</b>
11	The bidder should not be currently debarred by any Government organization.  An affidavit on non-judicial certificate should be submitted	<b>YES / NO</b>  <b>Submitted / Not Submitted</b>
12	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 _____
13	All pages of the tender signed? To be submitted with the Technical Bid.	<b>YES / NO</b>
14	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**



**PRICE SCHEDULE**

<b>1.</b>	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.

**Subject:** Tender for Dispensing of Medicines on Credit Basis to IITM Pune's Employees, their Dependent Family Members and IITM Dispensary.

**Ref.:** Tender Notice published in Daily newspaper / Institutes website / CPP Portal dated\_\_\_\_\_

Sir,

With respect to the tender notice published in above mentioned Daily newspaper / Institutes website / **E-Wizard Web portal** /CPP Portal. I / We hereby submit my / our tender in a required format.

I / We will adhere to the requirements prescribed by IITM 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 IITM.

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**

**CHAPTER - 5**  
**OTHER STANDARD FORMS**

<b>Sr. No.</b>	<b>Name of the Form</b>	<b>Annexure</b>
1	Bidder Information Form	A
2	Bid Security Form / Earnest Money Deposit	B
3	Deviation Statement Form	C
4	Performance Security Form	D
5	Contract Form	E
5	Indemnity Bond	F
6	Eligibility Certificate	G
7	Non Black List Certificate	H
8	Important Notice - Acceptance of Terms and Conditions of the tender.	I
9	Instructions for Online Bid Submission on E-Wizard Web Portal :	J

**NOTE: The Successful Bidder shall submit Documents with reference to Annexure – D, E & F after Award of Contract as mentioned in Work Order / Service Order.**

**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 / firm's Legal Status (tick on appropriate option )

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

Company / firm 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) NISC Registered.
- 7) 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

**BID SECURITY FORM**

Whereas \_\_\_\_\_  
(hereinafter called the tenderer)

has submitted their offer dated \_\_\_\_\_  
for the supply of \_\_\_\_\_  
(hereinafter called the tender)

Against the Purchaser's Tender No. \_\_\_\_\_  
KNOW ALL MEN by these presents that WE \_\_\_\_\_  
of \_\_\_\_\_ having our registered office at  
\_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the "Purchaser /  
Service Receiver/ Service Receiver")

In \_\_\_\_\_ the \_\_\_\_\_ sum \_\_\_\_\_ of

For which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

## THE CONDITIONS OF THIS OBLIGATION ARE:

(1)	If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
(2)	If the tenderer having been notified of the acceptance of his tender by the Purchaser / Service Receiver/ Service Receiver during the period of its validity
(3)	If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
(4)	Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser / Service Receiver/ Service Receiver up to the above amount upon receipt of its first written demand, without the Purchaser / Service Receiver/ Service Receiver having to substantiate its demand, provided that in its demand the Purchaser / Service Receiver/ Service Receiver will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the

Branch

**Note:** Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser / Service Receiver with a covering letter to compare with the original BG for the correctness, genuineness, etc.

**DEVIATION STATEMENT FORM**

**PART -I**

**The following are the particulars of deviations from the requirements of the tender specifications, terms & conditions:**

<b>CLAUSE</b>	<b>DEVIATION</b>	<b>REMARKS (INCLUDING JUSTIFICATION)</b>

**Place:**

**Date:**

**Signature and seal of the  
Manufacturer/Bidder**

**NOTE:**

**Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".**

\_\_\_\_\_

**PERFORMANCE SECURITY FORM**

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,  
.....

**WHEREAS** .....  
(name and address of the Supplier / Contractor / Contractor) (hereinafter called “the Supplier / Contractor / Contractor”) has undertaken, in pursuance of contract no. .... dated .....to supply (description of goods and services) (herein after called “the contract”).

**AND WHEREAS** it has been stipulated by you in the said contract that the Supplier / Contractor / Contractor / contractor shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

**AND WHEREAS** we have agreed to give the Supplier / Contractor / Contractor such a bank guarantee;

**NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier / Contractor / Contractor / contractor, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Supplier / Contractor / Contractor / contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier / Contractor / Contractor / contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier / Contractor / Contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the .... day of ....., 20.....

(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**Note:** Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser / Service Receiverwith a covering letter to compare with the original BG for the correctness, genuineness, etc.

**Contract Form**

Contract No. \_\_\_\_\_ Date: \_\_\_\_\_

THIS CONTRACT AGREEMENT is made  
the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ].

BETWEEN

- (1) Indian Institute of Tropical Meteorology registered under the Societies Registration Act 1860 of the Government of India having its registered office at Dr. Homi Bhabha Road, Pashan, Pune – 411 008, India (hereinafter called “the Purchaser”), and
- (2) [ *insert name of Supplier / Contractor / Contractor / contractor* ], a corporation incorporated under the laws of [ *insert: country of Supplier / Contractor / Contractor / contractor* ] and having its principal place of business at [ *insert: address of Supplier / Contractor / Contractor / contractor* ] (hereinafter called “the Supplier / Contractor / Contractor / contractor”).

WHEREAS the Purchaser / Service Receiver / Service Receiver invited bids for certain Goods and ancillary services, viz., [ *insert brief description of Goods and Services* ] and has accepted a Bid by the Supplier / Contractor / Contractor / Contractor for the supply of those Goods and Services at a discount of [ *insert discount amount in words and figures, expressed in the Contract currency(ies)* ] (hereinafter called “the discount under this contract”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
02. The following documents shall constitute the Contract between the Purchaser / Service Receiver / Service Receiver and the Supplier / Contractor / Contractor / Contractor, and each shall be read and construed as an integral part of the Contract:
- |     |  |
|-----|--|
| (a) | This Contract Agreement  |
| (b) | General Conditions of Contract   |
| (c) | Special Conditions of Contract   |
| (d) | Technical Requirements (including Schedule of Requirements and Technical Specifications) |
| (e) | The Supplier / Contractor / Contractor's / Contractor's Bid and original Price Schedules |
| (f) | The Purchaser's Notification of Award  |
| (g) | [ <i>Add here any other document(s)</i> ]  |
03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
04. In consideration of the payments to be made by the Purchaser / Service Receiver / Service Receiver to the Supplier / Contractor / Contractor / Contractor as hereinafter mentioned, the Supplier / Contractor / Contractor hereby covenants with the Purchaser / Service Receiver / Service Receiver to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
05. The Purchaser / Service Receiver / Service Receiver hereby covenants to pay the Supplier / Contractor / Contractor in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price / Discount offered under this contract or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the IITM, Pune.

Signed : [ *insert signature* ]  
in the capacity of [ *insert title or other appropriate designation* ]  
in the presence of [ *insert identification of official witness* ]

Signed : [ *insert signature* ]  
in the capacity of [ *insert title or other appropriate designation* ]  
in the presence of [ *insert identification of official witness* ]

For and on behalf of the Supplier / Contractor / Contractor / Contractor

Signed : [ *insert signature of authorized representative(s) of the Supplier / Contractor / Contractor* ]  
in the capacity of [ *insert title or other appropriate designation* ]  
in the presence of [ *insert identification of official witness* ]



**INDEMNITY BOND**

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

Date:\_\_\_\_\_

**1) Amalgamation/Acquisition**

In the event of M/s. \_\_\_\_\_proposes for amalgamation, acquisition or sale of its business to any other firm during this contract period, M/s.\_\_\_\_\_ and proposed Buyer/Successor of the Principal Company are liable to execute, fulfill contractual obligations without any deviations. For this purpose M/s. — \_\_\_\_\_/M/s.\_\_\_\_\_ and proposed Buyer/Successor of the Principal Company shall indemnify itself to the Director, INDIAN INSTITUTE OF TROPICAL METEOROLOGY , Pune to fulfill the contractual obligations as per the terms of the IITM Global Tender and quotation of M/s. \_\_\_\_\_No. \_\_\_\_\_ dated\_\_\_\_\_and INDIAN INSTITUTE OF TROPICAL METEOROLOGY W.O. No.\_\_\_\_\_dated \_\_\_\_\_. The contractual obligations are supply of Medicine as per doctor’s prescriptions as a part of this Work Order / Contract.

**2) Joint Venture, Consortium or Association**

If the Supplier / Contractor / Contractor / Contractor is a joint venture, consortium, or association, all the parties shall be jointly and severally liable to the IITM for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the IITM.

**3) Patent Indemnity**

The Supplier / Contractor / Contractor / Contractor shall, subject to IITM’s compliance and indemnify and hold IITM and its employees and officers harmless from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which IITM may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Goods by the Supplier / Contractor / Contractor or the use of the Goods in India; and (b) the sale in any country of the products produced by the Goods.

For M/s. \_\_\_\_\_  
Principal Supplier / Contractor / Contractor.

For M/s. \_\_\_\_\_  
Indian Agent.

**Eligibility Certificate**

This is to certify that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser / Service Receiver to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids / Tender No. \_\_\_\_\_ dated \_\_\_\_\_.

Authorised Signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Non-Black listing Self Certificate**

This is to certify that M/s. \_\_\_\_\_ has not been blacklisted by any Central / State Government Department / organization in last 3 years.

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.

Authorised Signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**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. IITM PUNE WILL PROCESS THE TENDER AS PER IITM 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. IITM 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**\_\_\_\_\_

Sr.No.	TENDER REQUIREMENT	COMPLIANCE	Document Submitted
1	Bid is Signed (Digitally /Manually)	Yes / No	Yes / NA
2	This is to certify that we are eligible to bid for this tender as per Annexure-G	Yes / No	Yes / NA
3	Bid Validity (180 days after the date of Bid opening)	Yes / No Bid valid up to	Yes / NA
4	Agree to submit Performance Security Tender Document.	Yes / No	Yes / NA
5	Bidder Information Form enclosed as per Annexure -A	Yes / No	Yes / NA
6	Certification of Non-black listing (Self Certification) as per Annexure-H	Yes / No	Yes / NA
7	Deviation Statement Form as per Annexure -C	Yes / No	Yes / NA
8	Copy of Firm's / Company's Permanent Account No. (PAN) issued by Income Tax Department, Govt. of India.	Yes/No.	Yes/NA
9	Copy of last three years Income Tax Return of the firm / company.	Yes/No.	Yes/NA
10	Copy of Firm's / Company's Goods & Service Tax (GST) Registration issued by GST Department / Authority of the respective state.	Yes/No.	Yes/NA
11	Solvency Certificate for ₹5.00 Lakhs as stipulated in the tender document.	Yes/No.	Yes/NA

**Instructions for Online Bid Submission on E-Wizard Web Portal :**

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal <https://moes.euniwizarde.com>, prepare their bids in accordance with the requirements and submitting their bids online on the e- Procurement Portal.

More information useful for submitting online bids on the e-Procurement Portal may be obtained at: <https://moes.euniwizarde.com>

**REGISTRATION**

1. Bidders are required to enroll on the e-Procurement Portal (<https://moes.euniwizarde.com>) with clicking on the link "Online bidder Registration" on the e-tender Portal by paying the Registration fee of Rs. 2360/- per year charge.
2. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
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 with the bidder.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption 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 DSC"s 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 / e-Token.
7. The scanned copies of all original documents should be uploaded on portal.
8. For any Query contact to our helpdesk Number 011-49606060, Email: [helpdeskeuniwizarde@gmail.com](mailto:helpdeskeuniwizarde@gmail.com), Mr. Sunil - 8448288990.

**SEARCHING FOR TENDER DOCUMENTS**

9. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Item/work id, Title, Date, etc
10. Once the bidders have selected the tenders they are interested in, the bidder can pay the processing fee of Rs. ....+ 18 % GST-/ (NOT REFUNDABLE) by net-banking / Debit / Credit card and then download the required documents / tender schedules, Bid documents etc. Once both tender fees are paid, it will be moved to the respective "requested" Tab. This would enable the e-tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

**PREPARATION OF BIDS**

11. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
12. 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.
13. 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 /JPEG formats. Bid Original documents may be scanned with 100 dpi with Colored option which helps in reducing size of the scanned document.
14. 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 Documents" available to them to upload such documents.
15. These documents may be directly submitted from the "My Documents" 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**

16. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

17. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
18. Bidder has to select the payment option as “DD” to pay the EMD as applicable and enter details of the instrument.
19. Bidder should prepare the EMD as per the instructions specified in the tender document & submit EMD fee manually at department end. The original bid should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
20. \*Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
21. 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.
22. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
23. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
24. Upon the successful and timely submission of bid click “Complete“ (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
25. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

For any Query contact to our helpdesk Number 011-49606060, Email [helpdeskeuniwizarde@gmail.com](mailto:helpdeskeuniwizarde@gmail.com), Mr. Shubhankar- +91 8076208996; Mr Awesh - 91 9205898224

### **Checklist for BIDDERS**

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

<b>Envelope-1 (Technical-Bid)</b> (Following documents to be provided as single PDF file)			
Sl. No.	Content	File Types	Document Attached
1	Scan copy of EMD amount paid through RTGS/NETF/IMPS/DD/Banker's Cheque/ Bank Guarantee for ₹ 50000/- or EMD Exemption document, if any i.e. MSME Certificate, NSIC Certificate etc.	.PDF	( Yes /No )
2	Documents as per technical bid.	.PDF	( Yes /No )
3	Bidder Information form as per Annexure - A	.PDF	( Yes /No )
4	Deviation Statement Form as per Annexure – C	.PDF	( Yes /No )
5	Eligibility Certificate as per Annexure - G	.PDF	( Yes /No )
6	Non-Blacklisting Self Certificate as per Annexure – H	.PDF	( Yes /No )
7	Important Notice (Acceptance of Terms and Conditions of the tender) as per Annexure - I	.PDF	( Yes /No )
8	A copy of the Un-priced Commercial bid	.PDF	( Yes /No )
9	Solvency certificate for ₹ 5.00 Lakhs (not older than twelve months) issued by scheduled/nationalized bank with which BIDDER holds the current account.	.PDF	( Yes /No )
10	Undertaking that the successful BIDDER agrees to give a ₹1,00,000/- Security Deposit/ Performance Bank Guarantee.	.PDF	( Yes /No )
11	Self-Attested copy of GST Number (as applicable)	.PDF	( Yes /No )
12	Certificate (having duly signed and official seal) regarding acceptance of Terms & Conditions as stipulated in the tender document as per Annexure-C	.PDF	( Yes /No )
<b>Envelope-2 (Financial-Bid)</b>			
Sl. No.	Content	File Types	Document Attached
1	Price-Bid should be submitted -	<i>Excel</i> /.PDF	( Yes /No )