

# Rate Contract

For

Procurement of Drugs (Non-nucleoside reverse transcriptase inhibitors)

At

All India Institute of Medical Sciences, Jodhpur

<b>NIT Issue Date</b>	<b>: 28<sup>th</sup> November 2017</b>
<b>NIT No.</b>	<b>: Admn/RC/30/2017-AIIMS.JDH</b>
<b>Pre-Bid Meeting</b>	<b>: 11<sup>th</sup> December, 2017 at 04:00 PM.</b>
<b>Last Date of Submission</b>	<b>: 11<sup>th</sup> January, 2018 at 03:00 PM.</b>
<b>Bid Opening</b>	<b>: 12<sup>th</sup> January, 2018 at 03:30 PM.</b>

Tender documents may be downloaded from institute's web site [www.aiimsjodhpur.edu.in](http://www.aiimsjodhpur.edu.in) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>



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All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute established by an Act of Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites Online bids in two bid system for Rate contract for Procurement of Drugs at the institute. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

### Chapter-I

S.No	Item Description	EMD (Rs.)
1	Rate contract for Procurement of Drugs (Non-nucleoside reverse transcriptase inhibitors)	Rs. 2,00,000

### Terms & Conditions:

#### **Instructions:**

- AIIMS, Jodhpur intends to enter into a Rate contract for Procurement of Drugs, Medicines for internal consumption by the Institute for a period of (1) one year or till the finalisation of new tender, whichever is later.
- The tender rates should be kept open/ valid for a period of one year from the date the tenders are opened.
- Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. The complete bidding process in online. Bidders should be possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0291-2740741.
- Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.
- Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- EMD Payment:**  
The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 2,00,000/- (Rupees Two Lakhs Only) by way of demand drafts or Bank Guarantee only. The demand drafts or Bank Guarantee shall be drawn in favour of "All India Institute of Medical Sciences, Jodhpur". BG/ EMD Must be payable at Jodhpur. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. The demand drafts or Bank Guarantee for EMD must deliver to AIIMS, Jodhpur on or before last date/time of Bid Submission.
- Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provide along with technical bid)
- The EMD, in case of unsuccessful Bidders shall be retained by AIIMS, Jodhpur till the finalization of the tender. No interest will be payable by AIIMS, Jodhpur on the EMD.

10. The Hard Copy of original instruments in respect of earnest money deposit must be delivered to the AIIMS, Jodhpur on or before last date/time of Bid Submission as in the tender. The bid without EMD will be summarily rejected.

**11. Purchase Preference to Local Suppliers**

In pursuance of Government of India Order no. P-45021/2/2017-B.E.-II dated 15/06/2017 purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

1.a In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.

(b) In the procurements of goods which are not covered by paragraph 1.a above and which are divisible in nature, the following procedure shall be followed:

I) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

II) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In procurements of goods not covered by subparagraph 1.a above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:

i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

12. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 1 above, procurements where the estimated value to be procured is less than Rs 5 lakhs shall be exempt from this Order.

- a. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
  - b. **Margin of Purchase Preference The margin of purchase preference shall be 20%.**
13. The bidders are required to submit the following annexure in compliance of public procurement (Preference to Make in India) order, 2017:
- i) Calculation of local content (Annexure-C) (To be submitted on letter head)
  - ii) Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper) Annexure-D.
- 14. Submission of Tender:**  
The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
15. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
16. The Earnest Money Deposit of the successful bidder will be converted into Performance Security Deposit which shall be kept valid for a period of 60 days beyond completion of all the contractual obligations. Further, the successful tenderer will be required to sign agreement on Notary bond of Rs. 500/- stamp paper after receiving Notification of Award. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor's performance obligations (including Warranty / Guarantee period) under the contract.
17. The tenderers must quote rates including freight, insurance, cartage, labour charges etc. on Door Delivery basis at AIIMS, Jodhpur.
18. In case of non-supply of Stores within the due date i.e. within the date of delivery, The Director, AIIMS, Jodhpur will have the right to impose penalty, as deemed fit, to resort to risk purchase in full or part thereof at his/her discretion, his/her decision shall be final and binding.
19. GST: The rate of GST should be mention clearly.
20. GST and other Govt. levies will be paid extra as applicable by the supplier.
21. The Director, AIIMS Jodhpur shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
22. Any other statutory levy imposed by the Govt. of India from time to time will be authorized extra on demand with adequate proof thereof will be paid extra.
23. Force majeure will be accepted on adequate proof thereof.
24. Tenderers submitting tenders would be considered to have considered and accepted all the terms and conditions. No enquiries, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.
25. Material confirming to the specifications should be quoted. Original Catalogue, Leaflets, literatures with full technical details and pricelists, if any, should invariably be attached along with their offer.

**ELIGIBILITY CRITERIA:**

26. Tenderer shall have a minimum of 3 (three) years of experience in supplying drugs & medical consumables (related to the items quoted in the tender) to the Government / Corporate / PSU Hospitals in India as a manufacturer or sole marketer or authorised distributor or authorised dealer. **Authorisation certificate to be issued on company's letter head.**
27. The Principal manufacturing/ marketing company of pharmaceutical must have minimum turnover of Rs. 1,000 Crores in last products in the last financial year i.e 2015-16. **(Proof of audited annual accounts must be attached).**
28. Valid GMP Certificate, clearly indicating the products (Items) issued by Centre/State Drug Controller and should not have been issued more than five years ago (if applicable) need to be submitted.
29. Tenderer shall submit a Market Standing Certificate issued by the Drug Licensing Authority of the respective state that the quoted product is manufactured/imported and marketed by them since last 02 (Two) year.
30. The price quoted by the tenderers shall not in any case exceed the controlled price, if any, fixed by the Central / State Govt. / N.P.P.A (National Pharmaceutical Pricing Authority) / DGS&D and the Maximum Retail Price (MRP). To ensure sustained supply without any interruption AIIMS, Jodhpur reserves the right to split orders for supplying the requirements among more than one tenderer provided that, the rates and other conditions of supply are equal and with sufficient grounds. In case of non-supply of any item by any approved lowest quoted firm, AIIMS, Jodhpur can ask for willingness to L2 firm to supply at L1 rate (lowest approved rate) and procure the same item in L1 rate. The difference amount will be recovered from the Performance Security Deposit of L1 bidder.
31. After due evaluation of the bid(s) AIIMS, Jodhpur will award the contract to the lowest evaluated responsive tenderer individual item wise. Conditional bid will be treated as unresponsive and it may be rejected.
32. The approved supplier (tenderer) shall have the direct responsibility for supply of stock and who shall only be entitled to raise the bills against such supply. Payments will be made only in favour of the approved supplier (tenderer).
33. The payment will be made on invoice basis. The invoice will be as per packing. The supplier will prepare bill as receiving copy invoice/ challan with details of material accepted.
34. Tenderer / manufacturing unit which has been blacklisted / debarred for any item either by the Tender inviting authority or by any state Govt. or central Govt. Organization cannot participate in the Tender for that item during the period of blacklisting / debarment.
35. No tenderer shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rates quoted by him. Clerical error, typographical error etc. committed by the tenderers in the tender forms will not be considered after opening of the tenders. Conditions such as "SUBJECT TO AVAILABILITY, SUPPLY WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc. will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and for that reason, shall be summarily rejected.
36. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or act of the Central or State Govt. or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform AIIMS, Jodhpur immediately about such reduction in the contracted prices. The AIIMS, Jodhpur is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates. In case of any enhancement in GST/Customs Duty due to statutory Act of the Govt. after the date of submission of the tenders and during the tender period, the additional GST/customs duty so levied will be allowed to

be charged extra as separate item without any change in price structure of the drugs approved under the tender. For claiming the additional cost on account of the increase in GST/Customs duty, the tenderer should produce letter from the concerned excise authorities indicating his commitment for the supply made to the AIIMS, Jodhpur on account of the increase in excise duty/custom duty.

37. The approved supplier will supply as per the technical specification. The generic name and brand name should be printed in strip / bottle / injection / packing / foil / carton / box, etc.
38. The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to AIIMS, Jodhpur.
39. AIIMS, Jodhpur would not purchase the duplicate/ substandard medicine and if supplied, appropriate action such as imposition of penalty and cancellation of agreement as the competent authority think fit will be taken against defaulting supplier. Therefore, the items supplied should be quality/branded items, from the original manufacturers. The supplier will ensure replacement of the defective items etc. as and where found, within 24 hours at his own cost.
40. In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The Purchase Committee reserves all right to reject the goods if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged.
41. The Composition and strength of each item tendered should be as per the specification given in Technical Specification. All oral liquid preparations will be supplied in non-breakable plastic containers as per standards laid down in I.P 96. The tenderer quoting for oral liquid preparations will have to give an undertaking that the plastic containers are made from materials conforming to Indian Pharmaceutical Specifications standard and a copy of the test report of the plastic container used by them are from an approved laboratory under the Drugs & Cosmetics Act and Rules thereunder. If any of the item (Oral liquid preparation) in the Tender is not permitted to be supplied in non-breakable plastic containers as per I.P, the same item can be packed in virgin glass bottle as per I.P.
42. Supply should be as per technical specification together with a detail label as per rule 96 of Drugs & Cosmetics Rules 1945.
43. AIIMS, Jodhpur can place the purchase order for any item in a phased manner to be supplied within a stipulated time limit depending on the requirements / the scheme / situation. The supply should be within 15 days from the date of issue of the purchase order. If no supply is received after 15 days or the entire supply is not completed within 15 days from the date of issue of purchase order, AIIMS, Jodhpur may cancel the order or allow extension of time applying the liquidated damage clause depending on the situation.
44. AIIMS, Jodhpur has the liberty to instruct the approved supplier to start the supply immediately and complete within a shorter period, if the situation so demands.
45. The Drugs and Medical Consumables shall be delivered at the AIIMS, Jodhpur with remaining shelf-life of at least 75% of the stipulated total shelf-life from the date of manufacturing of that product.
46. The labels in all case of injectable should clearly indicate whether the preparations are meant for INTRA VENOUS, INTRA- MUSCULAR or SUB-CUTANEOUS or INTRA-DERMAL etc.
47. All the packaging should be New. The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packaging shall be sufficient to withstand without limitation rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and upon storage. All primary

packaging containers, which come in contract with the drug content, should strictly protect the quality & integrity of the drug and medical consumables.

48. Each Strip / Box / Carton / Bottle / Amp. / Vial / Than / Roll of Gauze and Bandage shall bear the seal of the manufacturer and month of manufacturing, month of expiry & Batch No. Labeling and packing of medicines and medical consumables should be as per specification laid down under D&C Act, 1940 and Rules there under made and modified.

49. **LIQUIDATED DAMAGE:**

All the goods ordered shall be delivered within 15 days from the date of issue of purchase order. All the aspects of safe delivery shall be the exclusive responsibility of the supplier.

If the supplier fails to deliver the goods on or before the stipulated date, then a penalty at the rate of 0.5% per week of the total order value shall be levied subject to maximum of 10% of the total order value.

50. **Making:**

Each packing shall be marked with nomenclature of the drug and shall be labeled in accordance with the requirement of the Drugs and Cosmetics Act, 1940 and the rules made thereunder.

51. **Packing:**

- i. All labels of cartons, ampoules, vials, bottles, jars, tubes tins, containers etc. should be emboldened / imprinted / stamped.
- ii. Loose supplies / damaged packing / tampered or damaged labelled supplies shall not be accepted under any circumstances.
- iii. Supplies to be made in a Proper Boxes.
- iv. Liquid orals to be supplied only in glass bottles / plastic bottles conforming to IP/ Drugs Cosmetics Act.
- v. It should be ensured that only first use packaging material, of uniform size including Bottles and vials is used for making supplies on the basis of Rate Contract.
- vi. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.
- vii. Packing should be able to prevent damage or deterioration during transit.
- viii. Large volume parenteral to be supplied only in plastic bottles / ploy packs conforming to I.P.
- ix. All containers, i.e., bottles, tins, cartons, tubes etc. are required to be secured with pilfer-proof seals to ensure genuineness of the products packed and the correctness of the contents.
- x. Should be clearly stamped- "AIIMS, Jodhpur supply".

52. **Pharmacopoeia Specification:**

Pharmacopoeia specification IP/BP/USP etc. should be clearly mentioned against each drug/constituent of the drug supplied as per the provisions of Drug and Cosmetics Act.

- a. The stores accepted should comply with the provisions of the Drugs and Cosmetics Act. 1940 and the Rules made thereunder as amended upto date and Drug Price Control Order.
- b. It should be ensured that ISI Code No. is indicated on the packing and at the time of supplies has ISI Mark as well as Code No. as is the statutory requirement of the Bureau of Indian Standards.
- c. The Prices approved are F.O.R Destination per unit and are exclusive of Sales Tax/ Vat except where indicated but inclusive of all charges for packing and forwarding.

53. **Testing of Drugs- Quality Control:**

- a. Regular and random testing of drugs will be undertaken from Govt. /Govt. approved laboratories at any time during the shelf life or whenever any defect is noticed.
- b. The report of the Govt. / Govt. approved laboratory shall be accepted by the firm.
- c. If any store / stores supplied against this Rate Contract acceptance of tender are found to be Not of Standard Quality on test analysis from Govt. / Govt. approved laboratory, tenderer will be liable

for consignment against the particular invoice irrespective of fact that part or whole of the supplied stores may have been consumed.

- d. If the product is found to be not of standard quality, the cost of testing should be recovered from the supplier.

54. **Replacement of near expiry/ slow moving/ non-moving items:**

It will be responsibility of supplier to get status of slow/ non-moving inventory for replacement purposes from stores on quarterly basis or at a higher frequency. If company fails to replace such slow moving/ non-moving stocks in time, Institute will retain the right to identify such stocks any time during the contract period and return the same to the company. Cost of such returned inventory will be recoverable from forthcoming bill of the supplier or replaced with any order approved stocks, failing which contract may be terminated.

55. **Legal Jurisdiction:**

**The agreement shall be deemed to have been concluded in Jodhpur, Rajasthan and all obligations** hereunder shall be deemed to be located at Jodhpur, Rajasthan and Court within Jodhpur, Rajasthan will have Jurisdiction to the exclusion of other courts.



**Annexure-A****TECHNICAL BID**

Name of Firm/Contractor/Supplier	
Complete Address, Telephone No. & Email Id	
Name of Proprietor/Partner/Managing Director/Director.	
Phone No:-  Mobile No:-  Email Id:-	
Whether the firm is a registered firm Yes/No (attached copy of certificate)	
Whether quoting as manufacturer/ authorised distributor/ authorised dealer	
PAN No. (enclose the attested copy of PAN Card)	
(enclose the attested copy of GST Certificate)	
Whether the firm has enclosed the Bank Draft/Pay Order/Banker's cheque as Earnest Money Deposit	
Whether the Firm/Agency has signed each and every page of Tender/NIT	
<b>Bank Details:</b> 1) Accounts No: 2) Bank Name: 3) Branch: 4) IFSC Code:	
Any other information, if necessary	

Place:

Name:

Date:

Business Address:

Signature of Bidder:

Seal of the Bidder:

**Annexure-B**  
**List of Products**

<b>S. No.</b>	<b>Particulars</b>	<b>Preparation</b>	<b>STRENGTH</b>
1	Diloxanide Furoate	Tablets	500 mg
2	Indinavir	capsules	200 mg
3	Indinavir	capsules	400 mg
4	Nelfinavir	capsules	250 mg
5	Nelfinavir	capsules	100 mg,
6	Pentamidine Isothionate	Injection	200 mg
7	Tacrolimus	Cap.	0.25mg
8	Cyclosporin	Tablets	25mg
9	Mycophenolate Mofetil	Tablet	500mg
10	Anti-Thymocyte globulin (Rabbit)	Inj.	25mg
11	Pegfilgrastim prefilled syringe	Inj.	6mg

**Note:** If preparation or strength of above mentioned drugs are manufactured in different preparation or strength, then the bidder may also include the same in their bids.

**Annexure-C**

## Calculation of Local Content

Name of Manufacture	Calculation by Manufacturer (Cost per unit of product)			
Cost Component	Cost (Domestic Component) A	Cost (Imported Component) B	Total Cost (INR/ US \$) C=a+b	Percentage of Local Content D=(a/c)*100
I. ....				
II. ....				
III. Total Cost (Excluding tax and duties)				

## Note:-

- I. Cost (Domestic Component): Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) which have not been imported directly or through a domestic trader or an intermediary.
- II. Cost (Imported Component): Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken).

**Annexure-D****Format for Affidavit of Self Certification regarding Local Content  
(To be provided on Rs. 100/- Stamp Paper)**

I \_\_\_\_\_ S/o.D/o,W/o \_\_\_\_\_, Resident of \_\_\_\_\_ do hereby solemnly affirm and declare as under.

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide order no. P-45021/2/2017-B.E.-II dated 15/06/2017.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said drugs has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017-B.E.-II dated 15.06.2017.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities:

- i) Name and details of the Domestic Manufacturer (Registered Officer, Manufacturing unit location, nature of legal entity)
- ii) Date on which this certificate is issued.
- iii) Medicine for which the certificate is product.
- iv) Procuring entity to whom the certificate is furnished.
- v) Percentage of local content claimed.
- vi) Name and contact details of the unit of the manufacturer.**
- vii) Sale Price of the product.
- viii) Ex-Factory Price of the product.
- ix) Freight, insurance and handling.
- x) Total Bill of Material.
- xi) List and total cost value of inputs used for manufacture of the medicine certificates from suppliers, if the input is not in-house to be attached.
- xii) List and cost of inputs which and imported, directly or indirectly.

**For and on behalf of**

**(Name of firm/ entity)**

Authorized signatory (To be duly authorized by the Board of Director)

**Annexure-E****FINANCIAL BID**

(On Company's letter head)

(Also to be provided in PDF format)

S. No.	Particulars	Preparation	Strength	Manufacture	Unit	Max. Retail Price per unit in Rs. (a)	Discount (b)	Net price per unit after discount in Rs. C= (a-b)	Taxes (d)	Total Price per unit in Rs. (c+d)

Place:

Name:

Date:

Business Address:

Signature of Bidder:

Seal of the Bidder: