

Short term-Rate Contract

For

Supply of Antifungal Drugs (for Mucormycosis)

At

All India Institute of Medical Sciences (AIIMS),
Jodhpur

Schedule of Tender

NIT No.	: Admin/RC/02/2021-AIIMS.JDH
NIT Issue Date	: 09 th July, 2021
Last Date of Submission	: 18 th July, 2021 upto 03:00 PM
Date of Opening	: 19 th July, 2021 at 03:00 PM
Pre-Bid Meeting	: Refer page No.-04 > Point No.-02

Tender documents may be downloaded from institute's web site www.aiimsjodhpur.edu.in (for reference only).



All India Institute of Medical Sciences, Jodhpur

Basni Phase – II, Jodhpur – 342 005, Rajasthan
Phone: 0291-2740741, Email: aoadmin@aiimsjodhpur.edu.in
Website: <http://www.aiimsjodhpur.edu.in>

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 bids in two bid system for **Short Term- Rate Contract for Antifungal Drugs (for Mucormycosis)**. You are requested to quote your best offer along with the complete details of specifications, terms, & conditions.

Annexure – I

S. No.	Item Code	Item Name	Preparation	Approx. Quantity (In Nos.)	EMD (Rs.)
1.	1.01	Inj. Liposomal Amphotericin	50mg /vial	20,000	Nil
2.	1.02	Inj. Amphotericin Emulsion 50mg/10ml	50mg/10ml	10,000	
3.	1.03	Inj. Plain Amphotericin	50mg	2000	
4.	1.04	Tablet Posaconazole	100mg	10000	
5.	1.05	Posaconazole Oral Suspension	40mg/ml (105ml)	500	

General Instructions to Bidders:

1. Tender document may be downloaded from this Institute's official website "<http://www.aiimsjodhpur.edu.in>".
2. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
3. Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, etc. contained in the Tender Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Tender Documents may result in rejection of its Bid.
4. The rates quoted, approved, and accepted by the Director, AIIMS shall be valid for **one month** from the date of **award of contract**. (Extendable on mutual agreement, if required).

5. Submission of Tender:

The tender shall be submitted in two part, viz., **technical bid**, and **financial bid in sealed cover separately (in Offline mode)**. 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.

The offers submitted by Telegram / Fax /Email shall not be considered. No correspondence will be entertained in this matter.

Annexure-II- Conditions of ContractGeneral Terms and Conditions

Subject: - Notice Inviting bids for Rate Contract for Supply of Antifungal Drugs (for Mucormycosis) for All India Institute of Medical Sciences, Jodhpur

1. Parties:

The parties to the contract are the contractor (the tenderer to whom the work have been awarded) and the AIIMS through Administrative Officer, All India Institute of Medical Sciences, Jodhpur for and on behalf of the Director, AIIMS, Jodhpur.

2. PRE – BID Meeting: Physical Pre-Bid meeting will not be done due to Corona Pandemic. Bidders are advised to submit their representation via email on procurement@aiimsjodhpur.edu.in; on or before 14th July, 2021. Representation received after this date will not be entertained.

3. Proposal for rate contract may be submitted in the prescribed format and all columns may be filled up. Incomplete proposals and tenders received after due date shall not be entertained. The Institute shall not be responsible for any postal delay and delay in receipt of the offer. Any bids received by the Institute which does not fulfill the desired terms and conditions shall be rejected outrightly and no communication in this regard shall be sent. **Delayed / Late Bids will not be accepted, in any circumstances.**

4. Quotations qualified by such vague and indefinite expression such as “Subject to prior confirmation”, “Subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly. Any conditional tender shall be rejected summarily.

5. The Manufacturers (OEMs) / principals offering for the Rate Contract may furnish the name and address of their local authorized distributor / dealer, so that the copies of orders can be endorsed to them for expeditious supply. In such cases where local dealers / stockiest has been nominated by the principal; the bills raised by them against our purchase order will be accepted.

6. Any addition and deletion of authorized dealership / distributorship shall be intimated to the undersigned immediately on authorization of a new party.

7. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the website of AIIMS Jodhpur (<http://www.aiimsjodhpur.edu.in>). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.

8. In case of supply of goods made through valid authorized dealer, their name & mail address may be declared / indicated in the tender.

9. Authorization certificate in respect of foreign firms duly self-attested and showing validity period may be submitted.

10. DOCUMENTS COMPRISING THE BID:

The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid” prepared by the bidder shall comprise the following:

Technical Bid: - To qualify in the Technical Bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria: -

- (a) Valid registration certificate of the firm of the Govt. / State Govt.
- (b) Scanned copy of **Tender Acceptance Form** to be uploaded.
- (c) Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
- (d) Manufacturer Authorization Certificate must be attached by Bidder.
- (e) Scanned Copy of undertakings and Other Documents as per NIT.
- (f) **Financial Status:** - **The annual average turnover from similar jobs, of the firm should not be less than Rs. 1.00 crore (Rupees One Crore only), in the last three consecutive years. Copies of profit & loss account and balance sheets duly authenticate by a Chartered Accountant for the last three years should be enclosed.**
- (g) Copy of Income Tax Return Acknowledgement for last Three years (F.Y. ending 2019-20)
- (h) Copy of PAN Card
- (i) Copy of GST registration certificate.
- (j) Details of clients where similar services are presently provided by the tenderer separately for govt. and private clients.
- (k) The bidder must have adequate experience of execution of similar work in Govt. offices / PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.
- (l) The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not be eligible to participate in the bid. Similarly, blacklisted / banned / debarred firms / company by any central / state govt. or its organization or autonomous bodies or central drug procurement agency is not eligible to participate in the bid.
- (m) Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.

Note: A bid, which does not fulfil any of the above requirements and/or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.

Financial Bid: The financial bid shall contain:

- (a) Price Bid Form [As per Annexure - VII] – Price must be quoted as per format specified with all the details including Make, Model etc. of the goods offered, failing which tender shall be summarily rejected.

11. Bid Currencies

The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR). Bids, where prices are quoted in any other way shall be treated as non - responsive and rejected.

12. Bid Prices

The Bidder shall indicate in the Price Schedule provided in BOQ all the specified components of prices shown therein including the unit prices on Free Delivery at Site basis, applicable GST, HSN Code, it proposes to supply against the requirement. The Bidders shall indicate MRP in the relevant column against each item of BOQ. The details about make & model, if applicable, may also be indicated. All the columns shown in the Price Schedule should be filled up as required.

In no case the quoted rates should be more than MRP at the time of submission of quotation. If subsequently during the currency of Rate Contract there is decreased in MRP, the bidder shall inform the purchaser promptly along with revised reduced rates on pro-rata basis. In case, if bidder quotes more than MRP and/or does not inform purchaser about reduction in MRP, it will be viewed seriously and appropriate administrative action will be taken including de-barring the firm.

13. Opening of Tender:

The tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tender should bring with him a letter of authority from the tenderer and proof of identification.

14. Validity of the bids:

The bids shall be valid for a period of **180** days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid.

15. Right of acceptance:

The AIIMS, Jodhpur reserve the right to accept the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The AIIMS Jodhpur reserve the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.

16. Firm Price

Prices quoted by the bidder shall remain firm and fixed during the period of the Rate Contract and not subject to variation on any account. Purchase Orders will be placed by Centers / Hospital / Departments / Store Sections against this Rate Contract till the period of Rate Contract. Statutory variation in GST will be applicable. **However, in any case regulation of rates by the Government same shall be followed for reducing the rates, no enhancement in the quoted price will be allowed in this account.**

17. Alternative Models / Brands / Quality

Alternative Models / Brands / Quality are not permitted. The Bidders are required to quote Models/Brands/Quality of best quality meeting tender specifications. Wherever, a bidder quotes alternative Models / Brands / Quality, there bid will not be considered for that item.

18. Purchase Preference for Evaluation

The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing, and ranking the responsive Bids.

19. 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 in the manner specified hereunder and the procurement shall be made as per terms and conditions contained in the said order.

- (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 subparagraph b or c, as the case may be, shall apply.
- (b) In the procurements of goods which are not covered by paragraph (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 (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.

20. Minimum local content: The minimum local content shall ordinarily be 50% till the Nodal Ministry prescribes a higher or lower percentage.

21. Margin of Purchase Preference: The margin of purchase preference shall be 20%. The Local supplier who's quoted price falls in the margin of purchase preference desirous of claiming benefit of the Order No. P-45021/2/2017-B.E.-II dated 15/06/2017 shall submit an undertaking within 7 days of opening of financial bid, that he would be ready to supply the product at L1 price. In case of non-receipt of the same, he would not be given purchase preference.

22. The bidders are required to submit the following annexure in compliance of public procumbent (Preference to Make in India) order, 2017: i) Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper) **Annexure - V.**

23. Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he sign as:

- (a) A sole proprietor of the concern or constituted attorney of such sole proprietor;
- (b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

24. A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, AIIMS, Jodhpur may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

25. TECHNICAL EVALUATION:

- (a) Detailed technical evaluation shall be carried out by Purchase Committee pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.
- (b) The technical evaluation committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion / presentation.

- (c) Financial bids of only those bidders who qualify the technical criteria will be opened provided all other requirements are fulfilled.
- (d) AIIMS Jodhpur shall have right to accept or reject any or all tenders without assigning any reasons thereof.

26. FINANCIAL EVALUATION:

- (a) The financial bid shall be opened of only those bidders who are found to be technically eligible. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The Institute shall inform the date, place, and time for opening of financial bid.
- (b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
- (c) The AIIMS Jodhpur does not bind itself to accept the lowest bid or any bid and reserves the right of accepting the whole or any part of the bid or portion of the job offered; and the bidder shall provide the same at the rates quoted. AIIMS Jodhpur, reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.

27. AWARD OF CONTRACT: PLACEMENT OF ORDER

The Institute shall consider placement of orders for jobs on those bidders whose offers have been found technical, commercially and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder. L1 will be decided on individual item basis.

- 28.** The offers submitted by Telegram / Fax / Email shall not be considered. No correspondence will be entertained in this matter.

29. Delivery:

Delivery of goods shall be made by the supplier within **10 days** of placing of purchase order; however, in case of emergent requirement he has to supply the required quantity of goods within 1 week or shorter period as required of placing of order also.

Since, the requirement is of urgent nature and in case the ordered quantity is not supplied by the successful bidder, the same shall be procured by the institute keeping in view of urgency and any excess amount to the quoted price shall be charged from the successful bidder/ Performance security.

30. Liquidated Damages

Supply of material will have to be completed within **10 days** or period mentioned in the purchased order. The liquidated damages charges @ 0.5% per week shall be imposed if supply made after expiry of delivery period subject to maximum 10% of the total value of relevant goods. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

31. Risk Purchase

If successful tenderer fails to supply material within the stipulated delivery date or material supplied other than specification specified in our NIT, AIIMS Jodhpur reserves the right to terminate contract for that item(s), forfeiture of security deposit and to procure same or equivalent material from alternative sources at the vendor's risk, responsibility, and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Security Deposit / Bank Guarantee and Pending Bills of existing firm and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and / or Bank Guarantee and Pending Bills, the same may be recovered if necessary by due legal process.

32. The Payment clause:

The bill in triplicate may be sent to this office for settlement after satisfactorily delivery of the material. The bill should have full particulars of the items(s).

No payment shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work.

The contractor shall submit the bill only after supply of the material to the satisfaction of the AIIMS Jodhpur, on receipt of a pre-receipted bill invoice from the Contractor the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for goods rejected.

33. Performance Security:

The bidder shall require to submit the performance security after receipt of award of notification, in the form of irrevocable Bank Guarantee (BG) / or Fixed Deposit Receipt (FDR) issued by any Scheduled Bank for an **amount of Rs. 5,00,000/- (Rupees Five Lakh only)**.

The security deposit of successful bidders will be kept for the period of one and half year from the date of award of the contract and shall be refunded without any interest on it within 15 to 90 days after completion of the contract as per order, or after the expiry of contract on satisfactory completion of the same whichever is later.

The security deposit can be forfeited by the 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.

34. No interest on security deposit money shall be paid by the Institute to the tenderer.

35. FORCE MAJEURE:

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at least option to terminate the contract.

36. Insolvency etc.:

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Jodhpur shall have the power to terminate the contract without any prior notice.

37. Breach of Terms and Conditions:

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Jodhpur in that event the security deposit shall also stands forfeited.

38. Subletting of Work:

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Jodhpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

39. Right to call upon information regarding status of work:

The AIIMS, Jodhpur will have the right to call upon information regarding status of work / job at any point of time.

To assist in the analysis, evaluation and computation of the bids, the Purchase Committee of AIIMS, Jodhpur, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

40. Fall Clause:

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 TAXES due to statutory Act of the Govt. after the date of submission of the tenders and during the tender period, the additional TAXES 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.

41. Arbitration:

If any conflict or difference arises concerning this agreement, its interpretation on payment to made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal

containing Sole Arbitrator to be appointed by the Director, AIIMS Jodhpur. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

42. 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.

43. Periodicity/ Duration:

The Rate Contract is initially for a period of one month and may be extended for further period upto one year on the consent of both parties on same terms and conditions. AIIMS, Jodhpur shall, however, reserve the right to terminate the contract at any time without assigning any reason.

44. Other Conditions:

The successful firm will be required to do the work / job for a period of **one month** from the date of award the contract. AIIMS, Jodhpur shall, however, reserve the right to terminate the contract at any time without assigning any reason.

45. The items will have to be supplied at AIIMS, Jodhpur. No transportation/ cartage charges will be provided for the same.

46. All India Institute of Medical Sciences (AIIMS), Jodhpur shall be the sole authority to cancel or amend the order, as per requirement, and also to place order for supply of item beyond office hours/holidays/place of supply for which, no additional payment shall be made.

47. The tendering Firm/Agency/Company shall be bound by the details furnished by him/her to the All India Institute of Medical Sciences (AIIMS), Jodhpur while submitting the tender or at subsequent stage. Upon selection of the tendering Firm/Agency/Company, if at any stage, the documents furnished by him/her is found to be false or the quality of the articles or rates are found of poor quality/different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled at the discretion of competent authority and performance security shall be stand forfeited.

48. The firm should have availability of a responsible person on call on all working days between 09:00 Hrs. to 18.00 Hrs.

49. Material 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.

50. If the Local Authorized Dealer of any Manufacturing Company is participating in this Tender, he will be additionally allowed to be submit the Manufacturer's Authorization Certificate, Manufacturer's

Companies duly certified Audited Accounts, Copy of Income Tax Return for Last Three Financial Years.

51. Order shall be issued for tentative annual requirement on actual need basis. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by AIIMS, Jodhpur.
52. 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.
53. 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.
54. The Specification of the item needed is mentioned in Technical Bid (Annexure - VI). The payment would be made for actual supply taken and no claim in this regard should be entertained.
55. Full description & specifications, make / brand and name of the manufacturing firm must be clearly mentioned in the tender failing which the tender will not be considered. The tendered must also mention whether the goods are imported / indigenous. Descriptive literature / catalogues must be attached with the tender in original failing which tender may be ignored.
56. The rate quoted by firm should be final and written in ink or typed against each item and should not be overwritten.
57. Each page of the Tender Notice to be signed and stamped by the bidder in token of having accepted the same.
58. The AIIMS, Jodhpur reserves the right to place an order for supply of any items mentioned in the Financial Bid or otherwise, to any other firm(s) in emergency/unavoidable situation.
59. **Disclaimer:**

The near relatives of employees of AIIMS, Jodhpur are prohibited from participation in this tender. The near relative for this purpose are defined as:

 - (a) Members of a Hindu Undivided Family.
 - (b) Their spouses

- (c) The one related to the other in the manner as father, son(s), Son's wife (daughter-in-law), daughter(s) and daughter's husband (sons-in-law) brother (s) and brother's wife, sister(s) and sister's husband, brother(s)-in-law.
60. The Purchase Committee of AIIMS, Jodhpur shall go into all aspects including cost factors of Consumables and then decide for awarding of the tender, by quoting lower rates in respect of items, a firm does not become entitled to awarding the contract in its favor of those item(s). In order to get selection / consideration in the panel of two or three vendors for awarding of contract (in case the contract is to be awarded to more than one vendor), the criteria of selection for awarding contract will be calculating / comparing the rate of items consumed by the AIIMS, Jodhpur throughout the year and as per the requirement in view of quality, as deemed fit by the Purchase Committee. The firm has to provide samples for the items for evaluation of Purchase Committee when required. The committee will reject the quotations of the bidders whose quotation will not found of quality required by AIIMS, Jodhpur. AIIMS, Jodhpur reserves the right to accept/ reject any quotation either in part or full without assigning any reason thereof, or award the contract to different supplier(s), for different item(s), if feasible after considering the credentials, manufacturing, capability, quality and distribution rights of the item(s). The firm are, therefore, requested to attach their credentials in regard to supply of items and experience in the field, distribution rights and their annual turnover.

Special Conditions:

- (a) Freight, insurance charges, if any will be borne by the supplier, Similarly shortage, pilferage in transit will be sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser for resupply. The defective supply will have to be replaced by the supplier within 10 days without additional freight / transport charge.
- (b) GST and other Govt. levies will be paid extra as applicable by the supplier.
- (c) Delivery of goods will be taken at the risk and cost of the supplier and on F.O.R. basis to the Institute from railway / road transport.
- (d) Payment of the bill will be made after receipt of the goods in satisfactory condition and inspection by the concern Committee.
- (e) No revision in rate (on higher side) will be accepted during contract period.
- (f) Order will be placed as per requirement, irrespective of value of the order.
- (g) Supply should be made in full against the order and shortage will be procured from other supplier on the risk and cost of the original supplier.
- (h) Supply should be made from the latest batch of production with maximum life period & original packing.
- (i) While submitting the tender document, the tenderer should sign on each page of the tender document.
- (j) The tenderer should enclose a signed copy of the terms & conditions stipulated for award of the contract, conveying his acceptance of the same.
- (k) AIIMS Jodhpur reserves the right to conclude more than one rate contract for the same item.
- (l) AIIMS Jodhpur has the option to renegotiate the price with the rate contract holder.
- (m) AIIMS Jodhpur reserves the right to cancel rate contract for any or all items without assigning any reason thereof.

Inspection:

- (a) AIIMS, Jodhpur shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the AIIMS, Jodhpur.
- (b) AIIMS, Jodhpur right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by AIIMS, Jodhpur prior to the goods shipment.
- (c) 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.
- (d) No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two (02) weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

The firms are intimated that they should get ready for demonstration and only one-week time will be provided for arrangement of demonstration and no request for extending time for demonstration will be entertained. Failure to demonstrate, their offer will be summarily rejected.

Documents:

- (a) All pages of the Tender should be numbered and indexed.
- (b) The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully confirm to the goods and services specified by the AIIMS, Jodhpur in the tender documents. For this purpose, the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the AIIMS, Jodhpur in the tender documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.
- (c) The bidder shall provide a list of major Government and Private Institutions where its relevant bid item has been supplied during last one year.

Deputy Director (Admin)

FORMAT FOR MANUFACTURER'S AUTHORIZATION

Dated:

To,
The "Director",
All India Institute of Medical Sciences (AIIMS) Jodhpur
Industrial Area, Basni, Phase - IInd, Jodhpur (Raj.)

Reference: NIT No. Admin/RC/01/2021-AIIMS.JDH, Dated: __/__/____ for Tender for Supply of Antifungal Drugs (for Mucormycosis) at AIIMS Jodhpur.

Subject: Manufacturer Authorization Certificate

Dear Sir,

Ref. Your NIT No _____, dated _____

We, _____ who are proven and reputable manufacturers of _____ (name and description of the Items/Category offered in the Quotation) having factories at _____, hereby authorize Messrs. _____ (name and address of the agent) to submit a Quotation, process the same further, against your requirement as contained in the above referred Tender Form for the above items manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. _____ (name and address of the above agent) is authorized to submit a tender, process the same further against your requirement as contained in the above referred Quotation Form for the above items manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of supply placed on the authorized agent.

We also confirm that the price quoted by our agent shall not exceed than that which we would have quoted directly.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs. _____

[Name, address & contact detail of the manufacturer]

Note:-

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be enclosed with Quotation Form during submission in the sealed cover.

NON BLACKLISTING CERTIFICATE

[To be submitted on letterhead]

I/We hereby certify that the [Name of the company / firm] has not been ever blacklisted/debarred by any Central / State Government / Public Undertaking / Institute on any account.

I/We also certify that firm will be supplied the item as per the specification given by AIIMS Jodhpur and also abide all the terms and conditions stipulated in Contract.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and AIIMS Jodhpur may imposed any action as per NIT rules.

Date :	Name :
Place :	Business Address :
	Signature of Bidder :
	Seal of the Bidder :

CERTIFICATE OF NO DEVIATION

[To be given on letter head]

NIT No.:

I/We, M/s _____ hereby certify that notwithstanding any contrary indication / conditions elsewhere in our offer documents, I/We have neither set any terms and conditions nor there is any deviation taken from the conditions of AIIMS Jodhpur's tender specification, either technical or commercial, and I/We agree to all the terms and conditions mentioned in AIIMS Jodhpur's tender specification with associated amendments & clarification

[Signatures of the Bidder with Name, Designation & Company's Seal]

CERTIFICATE OF PRICE JUSTIFICATION

[To be given on letter head]

NIT No.:

I/We, M/s. _____ certify that the rates provided are our best rates and we have not given these materials to any Government Department/PSU/Institution for lesser than these rates in last one year.

SIGNATURE AND STAMP OF THE BIDDER

BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (Name and address of the Bidder) (*hereinafter called the "Bidders"*) has submitted its Bid dated _____ for the supply of _____ (*hereinafter called the "Bid"*) against the purchaser's ATE No. _____ Know all persons by these present that we _____ having our registered office at _____ (*Hereinafter called the "Bank"*) are bound unto AIIMS, Jodhpur (*hereinafter called the "Purchaser"*)

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 Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:
 - a. If the bidder fails or refuses to furnish the performance security for the due performance of the Rate Contract / Purchase Orders or
 - b. If the bidder fails or refuses to accept / execute the Contract / Purchase orders or
 - c. If it comes to notice at any time, that the information / documents furnished in its Bid are false or incorrect or misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or more the three conditions, specifying the occurred condition(s).

This guarantee will remain in force up to _____ (*insert date of additional sixty days after Bid Validity*) and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorized officer of the Bank)

.....
(Name and designation of the Officer)

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

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

Whereas _____ (Name and address of the Bidder) (*hereinafter called the "the Supplier"*)

has undertaken, in pursuance of NIT No. _____ dated

_____ valid from _____ to _____ for supply

_____ (*insert description of goods*),

(*Hereinafter called "the Contract"*),

to AIIMS Jodhpur

(*Hereinafter called "the Purchaser"*)

AND WHEREAS it has been stipulated by you in the said contract that the supplier 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 such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (*insert Amount of the Performance Security in words and figures*), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) 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 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 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 will remain in force up to _____ (*insert last date of currency of Contract plus Warrant Period (If applicable) plus additional Ninety Days*) and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
.....

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

TENDER ACCEPTANCE FORM

To

The Director

All India Institute of Medical Sciences
Jodhpur (Raj.)

Ref. Your NIT No.: _____ due for opening on _____.

We, the undersigned have examined the above mentioned Tender Enquiry Document, including amendment / corrigendum (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver in conformity with your above referred document for the sum as shown in the Price Schedules (BoQ) uploaded herewith and made part of this bid. If our bid is accepted, we undertake to supply the items for which Rate Contract has been concluded, in accordance with the delivery schedule specified in the Schedule specified in the schedule of Requirements.

We further confirm that, if our bid is accepted, we shall provide you with a Performance Security of required amount in an acceptable form as mentioned in your NIT. in terms of, read with modification.

We agree to keep our bid valid for acceptance as required in your NIT Document, read with modification, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Rate Contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred advertised tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by Central / State Govt. / Ministries / Departments.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry Document, including amendment / corrigendum if any.

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security / Performance Security.

Name: _____

Business Address _____

Place: _____

Date: _____

Annexure - III Contract Form**TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING**

(Tenderer may use separate sheet wherever required)

S. No.	Details of the Firm / Bidder	Page No.	Remarks
1.	Name & Address of the Tenderer/ Concern		
2.	Whether the Firm is located in Jodhpur (Rajasthan). (Yes/No)		
3.	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization		
4.	The Specification of the item mentioned with make and complete specification along with the Technical Bid without indicating price)- Annexure- VI		
5.	List of Major Customer may be given on a separate sheet and proof of satisfactory supply, if any		
6.	Manufacturer Authorization Certificate		
7.	Non Blacklisting Certificate		
8.	Certificate for No Deviation		
9.	Certificate for Price Justification		
10.	Detail of Income Tax Return for 3 years		
11.	GST Registration Number (Enclose copy)		
12.	Tender Acceptance Form		
13.	Have you previously supplied these items to any government / private organization? If yes, attach the relevant proof. (Also provide an affidavit that you have not quoted the price higher than previously supplied any government institute)		
14.	Authenticated proof of turnover of the firm:		
15.	Permanent Account Number		
16.	Whether copies of authenticated balance sheet for the past three years enclosed		
17.	Name and Mobile Number of a Key person, who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of the desired items.		
18.	Any other information important in the opinion of the tenderer		

- Page number/serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Page number, wherever the copies of the documents are kept.
- In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

(Dated Signature of the Tenderer with stamp of firm)

Dated:

Place:

Undertaking

1. That I/we have carefully studied all the terms & conditions of NIT and shall abide by it.
2. That I/We shall supply the items of requisite quality.

3. That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
4. That I/We undertake that sample of items will be kept ready for inspections by the AIIMS, Jodhpur. I/We shall be responsible for the cancellation of tender if samples are not up to mark.

(Dated Signature of the Tenderer with stamp of firm)

Date:

Place:

Annexure - IV

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 - V**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 - VI

Technical Bid-List of Quoted Items
Antifungal Drugs (for Mucormycosis)

S. No.	Item Code	Item Name	Preparation	Name of Make / Model / Company / Brand	Approx. Quantity (In Nos.)
1.	1.01	Inj. Liposomal Amphotericin	50mg /vial		20,000
2.	1.02	Inj. Amphotericin Emulsion 50mg/10ml	50mg/10ml		10,000
3.	1.03	Inj. Plain Amphotericin	50mg		2000
4.	1.04	Tablet Posaconazole	100mg		10000
5.	1.05	Posaconazole Oral Suspension	40mg/ml (105ml)		500

(Dated Signature of the Tenderer with stamp of firm)

Date:

Place:

Annexure - VII**FINANCIAL BID****Format for Financial Bid**

(To be submitted on the letterhead of the company / firm)

				A	B	A*B		
S. No.	Item Name	Specification	Make	Price / Unit (Exclusive of TAX, INR)	Pack Size	Total Price (Exclusive of TAX, INR)	TAX %	MRP

1. I/We have gone through the terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the Institute.

Note: Financial Bid Format must be submitted by Bidder also in Excel (*.xls / *.xlsx) Format written on Compact Disk (CD) as a Soft Copy with Financial Bid.