

Short term-Rate Contract

For

Supply of Antifungal Drugs-II (for Mucormycosis)

At

All India Institute of Medical Sciences (AIIMS),
Jodhpur

Schedule of Tender

NIT No.	: Admin/RC/07/2021-AIIMS.JDH
NIT Issue Date	: 25 th October, 2021
Last Date of Submission	: 15 th November, 2021 upto 03:00 PM
Date of Opening	: 16 th November, 2021 at 03:00 PM
Pre-Bid Meeting	: Refer page No.-02 > Point No.-06

Tender documents may be downloaded from institute's web site 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 Short –Term 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.

Annexure - I

S. No.	Item Code	Item Name	Preparation	Aprox. Quantity (In Nos.) for 03 months	EMD (Rs.)
1.	1.01	Inj. Liposomal Amphotericin	50mg /vial	10,000	Nil
2.	1.02	Tablet Posaconazole	100mg	20,000	

Terms & Conditions:

- Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. The complete bidding process is online. Bidders should be in possession of a valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding, DSC needs to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact 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 must be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document.
- 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.
- The rates quoted, approved, and accepted by the Director, AIIMS shall be valid for **Three months** from the date of **award of contract**. (Extendable on mutual agreement, if required).
- 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 30th October, 2021. Representation received after this date will not be entertained.**
- EMD Payment: Nil**
- Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.

9. The Bids are to be submitted by the manufacturers / marketers only. Bids quoted by suppliers on behalf of manufacturers / marketers will not be entertained even if they are authorized by the manufacturers. However, manufacturers can give authority letter to the local (Nearby to the Institute) supplier / distributor / stockiest for the purpose of making supplies, raising bills, collecting payment etc. only after award of tender. In such cases, the manufacturer has to accept responsibility for any lapse on the part of the distributor/supplier and an undertaking to this effect from the manufacturer will have to be submitted. Failure to submit such an undertaking will lead to rejection of authorization and manufacturer will have to supply drugs directly. Sub authorization further to any other agent for delivery of the goods or for raising bills / collecting payment etc. will not be accepted.

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:

A. Techno – Commercial Bid (Un-priced Bid)

- i) Scanned copy of “List of Items Quoted” as per ANNEXURE - III of Tender Enquiry Document.
- ii) Scanned copy of **Tender Acceptance Form** to be uploaded.
- iii) Scanned copy of Supply orders and End User's satisfaction certificate to be uploaded.
- iv) Scanned Copy of GST Registration Certificate.
- v) Scanned Copy of undertakings and Other Documents as per NIT.
- vi) Scanned copy of Documents confirming to Sole Proprietorship/ Partnership/Private Limited Firm in the country of origin as the case may be to be uploaded.
- vii) Scanned copy of Power of Attorney in favour of signatory of Tender / Bid to be uploaded.

B. Price Bid:

Price Schedule(s) as per BoQ format filled up with all the details including Make, Model etc. of the goods offered to be uploaded.

Schedule of price bid in the form of BoQ_XXXX.xls:

The below mentioned (Section X) price bid format is provided as BoQ_XXXX.xls along with this Tender Enquiry Document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered / modified in any manner, tender will be completely rejected out rightly.

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 quoted items there is decreased in MRP, the bidder shall inform the purchaser promptly alongwith 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.

Bidders are advised that they must quote price for the smallest of unit (i.e. for Each Tablet / Capsule and not for strip).

If there is more than one schedule in the "Schedule of Requirements", the bidder has the option to submit its bid for any one or more schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods as specified in that particular schedule.

The need for indication of all such price components by the bidders, as required in this clause is for the purpose of comparison of the bids by the purchaser and will no way restrict the purchaser's right to award the Tender on the selected bidder on any of the terms offered.

In case of controlled drugs by the Government (Under DPCO), the quotation must be sent subject to the controlled rates and other conditions and supplier will be paid at the controlled price or rates offered by the supplier whichever is less. Controlled drugs must be clearly mentioned as such in the bidders' quotations.

13. Alternative Models / Brands / Quality

Alternative Models / Brands / Quality are not permitted. The Bidder 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.

14. Documents establishing good's Conformity to Tender Enquiry Document.

The bidder shall upload in its bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods offered in the bid fully conform to the goods specified by the purchaser in the Tender Enquiry Document. For this purpose, the bidder shall also upload a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Tender Enquiry Document to establish technical responsiveness of the goods offered in its bid.

In case there is any variation and/or deviation between the goods prescribed by the purchaser and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its bid.

If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

15. Documents Establishing Bidder's Minimum Eligibility Criteria and Qualifications

The bidder shall furnish, as part of its bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the Tender if its bid is accepted.

Quotations shall be strictly according to the required specifications, and in the case of formulations, detailed formula along with the connected literature, Drug licenses etc. should be furnished. The name of the manufacturer and the brand name should also be stated.

16. 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 sub-paragraph 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.

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

18. **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.
19. The bidders are required to submit the following annexure in compliance of public procurement (Preference to Make in India) order, 2017: i) Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper) **Annexure IV.**
20. **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.
21. **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.
22. **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.
23. **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.**
24. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
25. The successful bidder required to submit **Performance Security Deposit** for an amount of **3% Percent of total value of awarded items**; which shall be kept valid for a period of 60 days beyond completion of all the contractual obligations. 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.
26. The tenderers must quote rates including freight, insurance, cartage, labour charges etc. on Door Delivery basis at AIIMS, Jodhpur.

27. 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.
28. GST: The rate of GST should be mention clearly.
29. GST and other Govt. levies will be paid extra as applicable to the supplier.
30. 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.
31. 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.
32. Force majeure will be accepted on adequate proof thereof.
33. 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.
34. 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.
35. **MINIMUM ELIGIBILITY CRITERIA:** - 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) Duly filled format of Technical Bid as per **Annexure - II**.
 - c) Tender Acceptance Certificate
 - d) All the bidders are directed to submit **LIST OF QUOTED ITEMS** strictly as per **Annexure - III**.
 - e) Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
 - f) Manufacturer Authorization Certificate must be attached by Bidder as per the Performa mentioned in NIT.
 - g) **Financial Status:** -
 - a. The Principal manufacturing / marketing company of pharmaceutical must have minimum turnover of **Rs. 30 Crores** for similar products in the **last three financial year** (Proof of audited annual accounts duly authenticated by a Chartered Accountant must be attached).
 - b. Average turnover from similar job, of the Firm / Distributor / Dealer, for last three consecutive years should not be less than **Rs. 1 Crore**. Copies of profit & loss account and balance sheets duly authenticate by a Chartered Accountant for the last three years should be enclosed.
 - h) Copy of Income Tax Return Acknowledgement for last Three financial years.

- i) Copy of PAN Card
 - j) Copy of GST registration certificate.
 - k) Details of clients where similar items are presently provided by the tenderer separately for govt. and private clients
 - 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.
 - n) 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.**
 - o) **Valid GMP Certificate / Valid Schedule 'M'** Certificate clearly indicating the products (Items) which should not have been issued more than five years ago, issued by **Centre / State Drug Controller**, need to be submitted.
 - p) Tenderer shall submit a **Manufacturing & Market Standing Certificate / Experience Certificate** issued by the **Centre / State Drug Licensing Authority** of the respective state that the quoted product is manufactured and marketed by them since last 03 (Three) years.
 - q) In case of imported drugs, **CoPP (Certificate of Pharmaceutical Products) / Import Licence** and copy of the import registration of that particular molecule quoted in the tender indicating the list of products should be submitted as per **WHO norms and '3-years' marketing experience certificate issued by the Drug Controller.**
 - r) Tenderer shall submit valid **manufacturing license** issued by **Centre / State Drug Controller** indicating the list of product should be submitted. Public Sector Undertakings with at least "3-years" market standing having manufacturing license issued by Centre / State Drug Controller.
 - s) Tenderer shall submit **Non-conviction certificate issued by the Centre / State Drug Controller** to the effect that manufacturer has not been convicted under Drugs and Cosmetics Act, 1940 and rules there under during the last three years in respect of any of the drugs for which prices have been quoted by the firm. In case the DCGI does not mention the name of the drugs in their certificates, a relevant undertaking will be provided with list of drug / molecules along with non-conviction certificate, by the vendor in addition to the above mentioned certificate.
36. 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.

37. 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.
38. 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).
39. 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.
40. 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.
41. 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.
42. 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.
43. 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.
44. 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.
45. 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.

46. 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.
47. 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 confirming 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.
48. Supply should be as per technical specification together with a detail label as per rule 96 of Drugs & Cosmetics Rules 1945.
49. In view of the notification issued by the Ministry of Health & Family Welfare, Government of India Gazette Notification no SO 1468 (e) dated 06.10.2005 and GSR 627 (E) dated 07.10.2005; it would be sole responsibility of the firm to comply with the applicable rules and regulations from time to time.
50. 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 10 days from the date of issue of the purchase order. If no supply is received after 10 days or the entire supply is not completed within 10 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.
51. 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.
52. 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.
53. 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.
54. 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.
55. 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.

56. **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 of placing of order also. In few cases the items are to be delivered at a very short notice i.e. within 24 hours.
57. **LIQUIDATED DAMAGE:**
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.
58. **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.
59. **Making:**
Each packing shall be marked with nomenclature of the drug and shall be labelled in accordance with the requirement of the Drugs and Cosmetics Act, 1940 and the rules made thereunder.
60. **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 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".
61. **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 up to 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.

62. 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 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.

63. 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.

64. Periodicity/ Duration:

The Rate Contract is initially for a period of Three months 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.

65. Other Conditions:

The successful firm will be required to do the work / job for a period of **three months** 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.

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

67. 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.

68. 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.

69. The firm should have availability of a responsible person on call on all working days between 09:00 Hrs. to 18.00 Hrs.
70. 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.
71. If the Local Authorized Dealer of any Manufacturing Company is participating in this Tender, he will be additionally allowed to submit the Manufacturer's Authorization Certificate, Manufacturer's Companies duly certified Audited Accounts, Copy of Income Tax Return for Last Three Financial Years.
72. 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.
73. 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.
74. 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.
75. The Specification of the item needed is mentioned in Technical Bid. The payment would be made for actual supply taken and no claim in this regard should be entertained.
76. 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.
77. The rate quoted by firm should be final and written in ink or typed against each item and should not be overwritten.
78. Each page of the Tender Notice to be signed and stamped by the bidder in token of having accepted the same.
79. 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.

80. 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.

81. 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 AUTHORISATION

Dated:

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

Reference: NIT No. Admn/Tender/___/2020-AIIMS.JDH, Dated: ___/___/___ for Tender for Procurement of
Drugs 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 presents 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 Tender / 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 upto _____ (*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 upto _____ (*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 authorised 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 Tender 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 Tender 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 - II**TECHNICAL BID**

S. No.	Particulars	Page No.:
1.	Name of Firm	
2.	Complete Address, Telephone No. & Email Id & Bank A/c Details	
3.	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization	
4.	Name of Proprietor / Partner / Managing Director / Director.	
5.	Whether the firm is a registered firm Yes/No (attached copy of certificate)	
6.	Whether quoting as Manufacturer / Marketer / Authorized distributor/ Dealer	
7.	Name & Mobile No. of person / authorized signatory who are responsible for conduct of business as explained under section 34 of the Drugs & Cosmetics Act, 1940.	
8.	List of Major Customer may be given on a separate sheet and proof of satisfactory supply, if any	
9.	Manufacturer Authorization Certificate	
10.	Non Blacklisting Certificate	
11.	Non-conviction Certificate	
12.	List of quoted items as per Annexure - III	
13.	Tender Acceptance Certificate	
14.	GST Registration No.:	
15.	ITR for last Three financial Years	
16.	Certificate of Turnover (Audited by a Chartered Accountant), which should not be less than 30 Cr. for last three consecutive year	
17.	Average Annual Turnover of Rs. 01 Cr. in last 3 consecutive Years for Firm / Distributor / Dealer	
18.	Has the firm been convicted ever, if yes, give details.	
19.	Has the firm ever been debarred / black-listed by any Govt. Hospital for poor quality or late supply of drugs? If yes, give details	
20.	GMP Certificate	
21.	Manufacturing Licence	
22.	Import Licence	
23.	Any other information, if necessary	

- 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 copy(ies) of the document(s) 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 - III
LIST OF QUOTED TEMS

S. No.	Tender Ref. No.:	Item Name	Preparation	Valid GMP Certificate / Revised Schedule M / Import License / CoPP (Page No.):	Manufacturing License, Market Standing Certificate / Experience Certificate (Page No.):
1.					
2.					

(Dated Signature of the Tenderer with stamp of firm)

Date:

Place:

Annexure - IV**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 - V

FINANCIAL BID

(On Company's letter head)

BoQ may be uploaded as per instructions given in **Tender Enquiry Document**.