

Procurement / Rate Contract

For

Drugs / Medicines / I.V. Fluids

At

All India Institute of Medical Sciences, Jodhpur

NIT Issue Date	:	Wednesday, 10 th July, 2019
NIT No.	:	Admin/RC/01/2019-AIIMS.JDH
Pre-Bid Meeting	:	Monday, 22 nd July, 2019 at 03:00 PM
Last Date of Submission	:	Tuesday, 13 th August, 2019 till 03:00 PM
Bid Opening	:	Wednesday, 14 th August, 2019 at 11:00 AM

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>



All India Institute of Medical Sciences, Jodhpur

Basni Phase - II, Jodhpur – 342005, Rajasthan

Tele: 0291- 2740741, email: aoadmin@aiimsjodhpur.edu.in

www.aiimsjodhpur.edu.in

Introduction

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 Tender 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

General Instructions to Bidders:

1. 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 the e-bidding process, if required, bidder may contact the helpdesk at 0291-2740741.
2. 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>.
3. Bid documents must be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document.
4. 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.
5. The rates quoted, approved and accepted by the Director, AIIMS shall be valid for **two years** from the date of **award of contract**. (extendable on mutual agreement, if required). These rates can be used for local procurement of medicine and/or rate contract as desired by the institute.
6. The tenders are to be submitted by the manufacturers / marketers only. Tenders quoted by suppliers on behalf of manufacturers / marketers will not be entertained even if they are authorized by the manufacturers. However, manufacturers can give an authority letter to the supplier / distributor / stockiest for the purpose of making supplies, raising bills, collecting payment etc. only after selection in the 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 the manufacturer will have to supply drugs directly. This authorization should be valid for the entire duration of the contract. No change in the authorized supplier / distributor will be allowed during the rate contract period. Different distributors of a manufacturer for different Centers / Hospital will not be allowed. Sub authorization further to any other agent for delivery of the goods or for raising bills / collecting payment etc. will not be accepted.
7. **EMD Payment:**
The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **2,00,000/- (Rupees Two Lakh Only)**, by way of demand drafts or Bank Guarantee only. The demand drafts or Bank Guarantee shall be drawn in favour of **"All India Institute of Medical Sciences, Jodhpur"**. BG /

EMD Must be payable at Jodhpur. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. The demand drafts or Bank Guarantee for EMD must deliver to AIIMS, Jodhpur on or before last date / time of Bid Submission.

8. 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 Firm who are registered with **National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI)** are exempted to submit the EMD (**Copy of registration must be provide along with technical bid**)
10. The EMD, in case of unsuccessful Bidders shall be retained by AIIMS, Jodhpur till the finalization of the tender. No interest will be payable by AIIMS, Jodhpur on the EMD.
11. The Hard Copy of original documents in respect of earnest money deposit must be delivered to the AIIMS, Jodhpur on or before last date / time of Bid Submission as in the tender. The bid without EMD will be summarily rejected.

12. **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 “EMD/Bid Security” furnished alternatively, documentary evidence for claiming exemption from payment of EMD / Bid security to be uploaded. THE EMD/BID SECURITY DEPOSITED AGAINST OTHER TENDERS CANNOT BE ADJUSTED OR CONSIDERED FOR THIS TENDER. NO INTEREST IS PAYABLE ON EMD/BID SECURITY.
- ii) Scanned copy of “**List of Items Quoted**” as per **ANNEXURE - III** of Tender Enquiry Document.
- iii) Scanned copy of **Tender Acceptance Form** to be uploaded.
- iv) Scanned copy of Supply orders and End User's satisfaction certificate to be uploaded.
- v) Scanned Copy of GST Registration Certificate.
- vi) Scanned Copy of undertakings and Other Documents as per NIT.
- vii) 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.
- viii) Scanned copy of Power of Attorney in favor 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.

13. 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.

14. 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 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 Rate Contract 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.

15. 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. Statuary variation in GST will be applicable.

16. 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.

17. 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 Rate Contract 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.

18. 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.

19. Bid Security / EMD

Pursuant to the bidder shall furnish along with its bid, Bid Security for amount as shown in the Notice Inviting Tenders (NIT). The original Earnest Money/Bid Security must be delivered to address as given in NIT till bid opening date and time as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected. The scanned copy of original Bid Security/EMD may be uploaded along with the bid. The bidders who are currently registered with MSME for the goods as per Tender document specification shall be eligible for exemption from Bid Security as defined in MSE Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall upload relevant certificate of registration for the subject goods issued by department of MSME.

The Bid Security shall be denominated in Indian Rupees. The Bid Security shall be furnished in one of the following forms:

- i) Account Payee Demand Draft/ Banker's cheque
- ii) Fixed Deposit Receipt
- iii) Bank Guarantee

The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of Bid is 180 days, the Bid Security shall be valid for 225 days from Techno – Commercial Bid opening date.

The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.

Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information / documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The

Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

20. 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.

21. 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.

7. **Minimum local content:** The minimum local content shall ordinarily be 50% till the Nodal Ministry prescribes a higher or lower percentage.
8. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%. The Local supplier whose 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.
9. The bidders are required to submit the following annexure in compliance of public procument (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**.
22. **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.
23. **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.
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 **Rs. 10 Thousand per Awarded Item subject to minimum Rs. 50,000/- (Rupees Fifty Thousand only) and maximum Rs. 5,00,000/- (Rupees Five Lacs only)** in the form of **Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged** in the name of the **"All India Institute of Medical Sciences, Jodhpur"** payable at **Jodhpur** within 30 days from the date of award; 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. GST and other Govt. levies will be paid extra as applicable to the supplier.
29. 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.
30. 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.
31. Force majeure will be accepted on adequate proof thereof.
32. 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.
33. 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.
34. **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: -
- The technical bid should be accompanied by Demand Draft / Bank Guarantee for **EMD** as mentioned in NIT.
 - Valid registration certificate of the firm of the Govt. / State Govt.
 - Duly filled format of Technical Bid as per **ANNEXURE - II**.
 - Duly signed Tender Acceptance Form.
 - All the bidders are directed to submit **LIST OF QUOTED ITEMS** strictly as per **ANNEXURE - III**.
 - Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
 - Manufacturer Authorization Certificate must be attached by Bidder as per the Performa mentioned in NIT (If required).
 - Financial Status:** -
 - The Principal manufacturing / marketing company of pharmaceutical must have minimum turnover in last three consecutive financial years as per the detail mentioned under:

S. No.	Quoting For:	Turnover in last three consecutive financial years:
1.	Group - A	30 Crore
2.	Group - B	150 Crore
3.	Group - C	300 Crore

- b. Proof of audited annual accounts duly authenticated by a Chartered Accountant must be attached.
- i) Copy of Income Tax Return Acknowledgement for last Three years.
 - j) Copy of PAN Card
 - k) Copy of GST registration certificate.
 - l) Details of clients where similar items are presently provided by the tenderer separately for govt. and private clients
 - m) 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.
 - n) Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.
 - o) 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.
 - p) **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.
 - q) 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.
 - r) 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.**
 - s) In case of **newly introduced** drugs/molecules, the manufacturer can be eligible provided the firm submits a certificate from the DCGI, in this regard. In such cases, the firm has to submit a **Manufacturing & Marketing Certificate** of the molecule concerned from the date of issue of Certificate by the DCGI of the new drug to that firm. In such case Manufacturing & Marketing Certificate of 03 years is not cleared / completed, it will be relaxed accordingly.
 - t) 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.
 - u) 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.

- v) If a firm is the sole manufacturer of the product, the same can be treated as a Proprietary drug, provided the firm submits a certificate to this effect from the competent authority in India.

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.

35. 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.
36. 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.
37. 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).
38. 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.
39. 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.
40. 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.
41. 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.

42. 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.
43. 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.
44. 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.
45. 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.
46. 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.
47. Supply should be as per technical specification together with a detail label as per rule 96 of Drugs & Cosmetics Rules 1945.
48. 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 30 days from the date of issue of the purchase order. If no supply is received after 30 days or the entire supply is not completed within 30 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.
49. 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.
50. 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.

51. 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 contact with the drug content, should strictly protect the quality & integrity of the drug and medical consumables.
52. 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. Labelling 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.
53. **Delivery:** Delivery of material shall be made by the supplier within **30 days** of placing of purchase order, however, in case of emergent requirement he has to supply the required quantity of material within **15 days** of placing of order also. In few cases the material is to be delivered at a very short notice i.e. within 7 days or 24 hours. Bidders are hereby directed to quote the rates of only those drugs / medicines for which they can ensure supply within 30 days of issue of supply-order along with Test Report either on Form 39 from Govt. approved analytical testing laboratory or from in house Test Lab (approved by NABL (National Accreditation Board for Testing and Calibration Laboratories) without which the supply will not be accepted.
54. **LIQUIDATED DAMAGE:**
Supply of Drugs will have to be completed within 30 days or period mentioned in the purchase order. The liquidated damages charges @ 0.5% per week of delay or part thereof on delayed supply of Drugs 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.
55. **Terms of Delivery**
Goods shall be delivered by the supplier on "Free Delivery at Site" basis and delivered as per Delivery Period specified in the Purchase Order placed against Rate Contract. Please note that the time shall be the essence of the contract. The goods are to be supplied by F.O.R. destination and all the transit loss / expenses whatsoever, will be borne by the supplier/firm.
56. **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.
57. **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".
39. The supplier shall arrange to effect free replacement of any quantity which may deteriorate in potency, strength approaching expiry or expired etc. before the date of expiry marked on the labels.
40. If the supplied item is not utilized before expiry date the supplier should undertake to replace with fresh stock of items as and when required.
41. **Shelf Life:**
- 1) Short - life items (which have a life-period of eighteen months or less), should not have passed 5/6th of their total shelf life at the time of supply.
 - 2) In respect of items not covered by clause (i) above, stores should not be older than one year from the date of manufacturing at the time of supply.
 - 3) For all those drugs, which are required to be stored under controlled temperature / cold chain, have to be supplied under controlled temperature / cold chain.
 - 4) If the supplied item is not utilized before expiry date the supplier should undertake to replace with fresh stock of items as and when required.
 - 5) The supplier shall arrange to effect free replacement of any quantity which may deteriorate in potency, strength approaching expiry or expired etc. before the date of expiry marked on the labels.
58. **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.
59. **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.

60. 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.

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/___/2018-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 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 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 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 - II**TECHNICAL BID**

Name of Firm	:	
Complete Address, Telephone No. & Email Id	:	
State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization	:	
Name of Proprietor / Partner / Managing Director / Director.	:	
Whether the firm is a registered firm Yes/No (attached copy of certificate)	:	
Whether quoting as Manufacturer / Marketer / Authorized distributor/ Dealer	:	
Name & Mobile No. of person / authorized signatory to be contacted for this tender.	:	
Details of the Earnest Money Deposit (EMD) (Yes/No) DD / Bank Guarantee No.: Validity Period (In case of Bank Guarantee): Dated: Drawn on Bank: Amount: (Rupees.....)	:	
Whether each page of NIT and its annexure have been signed and stamped?	:	
List of Major Customer may be given on a separate sheet and proof of satisfactory supply, if any	:	
Manufacturer Authorization Certificate	:	
Non Blacklisting Certificate	:	
Non-conviction Certificate	:	
List of quoted items as per Annexure - III	:	
Tender Acceptance Form	:	
GST Registration No.:	:	
Scanned copies of last three years returns submitted to the concerned department & No dues certificate	:	
Certificate of Turnover (Audited by a Chartered Accountant)	:	
Has the firm been convicted ever, if yes, give details.	:	
Has the firm ever been debarred / black-listed by any Govt. Hospital for poor quality or late supply of drugs? If yes, give details	:	
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 ITEMS

S. No.	Tender Ref. No.:	Item Name	Valid GMP Certificate / Revised Schedule M / Import License / CoPP (Page No.:	Manufacturing License, Market Standing Certificate / Experience Certificate (Page No.:
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

All the bidders are directed to mention the page number of the tender document where WHO-GMP/ Revised Schedule 'M' & page number of manufacturing license for indigenous drugs / import license for imported drugs enclosed.

(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

FINANCIAL BID

(On Company's letter head)

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