Tender Enquiry No.: F.No.24/39/2013-RISH (Admin)

TENDER NOTICE

“SUPPLY OF MEDICINE”

FOR

AIIMS, Rishikesh
Virbhadra Marg
Date: 12 Nov, 2013

TENDER NOTICE

The AIIMS, Rishikesh requires purchase medicine for patients and AIIMS Staff wherever it deemed fit to cater day to day requirements. The Institute intends to enter into Rate Contract for two year with approved licensed Chemist/Druggist holder, who has his shop/service outlet at Rishikesh and can offer maximum discounts on the MRP on Generic as well on branded medicine/drugs as per terms & Conditions contained in the Tender Form.

2. The Tender documents containing detailed information/terms and conditions for the purpose can either be obtained from the Administrative Officer, AIIMS, Rishikesh from 12-11-2013 to 02-12-2013 between 10.00 AM To 02.00 PM on non-refundable payment of Rs. 227/- (Rupees two hundred twenty seven only) or can be download from website www.aiimsrishikesh.edu.in. Those who download the tender document from website should enclosed the DD for Rs. 227/- (Rupees two hundred twenty seven only) (non-refundable) in favor of AIIMS Rishikesh payable at Rishikesh, which shall be of not later from 02-12-2013 along with their technical bid. The bid security of Rs. Rs. 20000/- (Rupees twenty thousand only) (EMD) should be paid in the form of FD/BG/TD/CD in favour of AIIMS Rishikesh payable at Rishikesh. The tender documents are not transferable.

3. Sealed Tender duly super scribed “Tender for Supply of Medicines” addressed to the undersigned may be sent by post so as to reach by 3.00 P.M. on or before 03-12-2013 or deposited in the Tender Box installed at Administrative Office. Tender received after stipulated date/time shall not be entertained under any circumstances. The Tender will be opened on the same day at 03.00 P.M. at Administrative Office of AIIMS, Rishikesh in the presence of the tenderers or their representatives who may like to be present.

4. Any future clarification and/or corrigendum(s) shall be communicated through Administrative Officer on the AIIMS, Rishikesh website www.aiimsrishikesh.edu.in.

(Rakesh Kumar)
Administrative office

Sign of bidder
Tender Enquiry No.:– F.No.24/39/2013-RISH (Admin)

TENDER DOCUMENT
TERMS & CONDITIONS OF CONTRACT
(Annexure to Agreement)

1. The AIIMS, Rishikesh intends to enter into an Annual Rate Contract for procurement of Medicine for patients and its staffs for one year. These items are generally purchased as per requirement from time to time.

2. Interested parties may send their bids with complete details about the discount to be offered on MRP of medicine should be filled in Schedule (Annexure-I).

3. In case any firm is already providing the medicine to any other Government Hospital and reputed private Hospitals details thereof may also be furnished along with the Tender. The discount would be valid for a period of two year from the date of constituting the contract.

4. Sealed Tenders, duly super scribed “Tender for Medicine” and addressed to the undersigned may be sent by post or put in the Tender Box installed at Administrative Office of AIIMS, Rishikesh by 3.00 P.M. on or before 03-12-2013. Tender received after stipulated date/time shall not be entertained under any circumstances. The Tender will be opened on same day at 03.00 P.M. at Administrative Office of AIIMS, Rishikesh in the presence of the tenderers or their representatives who may like to be present.

5. Each page of tender document must be signed by the bidder and rates/discount should be quoted against each column of the “List for Financial Quote” attached with tender document. No cutting or overwriting is allowed unless it is authenticated by full signatures.

6. The following terms and conditions may be kept in view while sending your tender:-
   a) The firm should be in a position to supply medicine on short notice as and when needed (say within 24 hrs)
   b) All expenses will be borne by the firm for sending the medicine to AIIMS, Rishikesh premises.
   c) The Medicine should be delivered in the AIIMS, Rishikesh premises within 24 hrs of receipt of the orders. In case the firm fails to supply the medicines as per requisition, the firm will give “Not Available Certificate” with in 24 hrs and the Institute will be at liberty to make spot purchases from any alternative source and the difference in cost will be recoverable from the firm.
   d) The rates discount/quoted/offered shall remain same during rate contract period and no request for any increase in the rates shall be entertained.
   e) The owner/firm should be available on his own direct telephone (office as well as residence) and also on mobile phone so they may be contacted immediately in emergent cases. The Mobile Number may also be provided.

Sign of bidder
f) Up to date drug license as issued by concerned State Drug Authority.

g) Medicines shall be supplied from manufactures holding up to date Good manufacturing Practices (GMP) certificate issued by the appropriate Licensing Authority. A copy of the certificate shall be produced by supplier within 2(Two) weeks whenever demanded by AIIMS, Rishikesh.

h) Medicines supplied to AIIMS, Rishikesh shall have at least 9 (nine) months of shelf life remaining at the time of supply.

j) The supplier should take the ones of scientifically disposing of the supplied medicine (using appropriate methods) which gets expired during storage at AIIMS, Rishikesh at no extra cost.

k) The payment will be made on bill basis within 30 days.

l) That in case of change in prescription or if due to any unavoidable circumstances medicine purchased could not be used, the firm will take back such medicine and reimburse the payment made.

7. This AIIMS, Rishikesh 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 to deem fit will be taken against defaulting suppliers. Therefore, the items supplied should be quality/branded items, from the original manufacturers. The suppliers will ensure replacement of the defective items etc, if found, within 24 hrs at his own cost.

8. An earnest money of Rs. 20000/- (Rupees twenty thousand only) has to be deposited in the form of BG/TD/FD/CD drawn in favour of AIIMS, Rishikesh along with the tender. The earnest money will be refunded to the unsuccessful tenders on finalization of the contract. The EMD of successful firms shall be converted into security deposit and shall be returned after contract period is over. The tender received without the prescribed EMD will not be entertained and cancelled.

9. The tenderer who is awarded the contract shall have to supply all the medicines/drugs requisition in, except where at the time of tender has given list of such medicines/drugs which could not be supplied by the tenderer because of any law or marketing strategy of any company (duly supported by documents) and duly accepted by the Institute at the time of award of the contract.

10. The AIIMS, Rishikesh reserves the right to accept or reject any tender in full or in part without assigning any reason thereof and giving any compensation. The decision of the AIIMS, Rishikesh in this regard shall be final and binding on the firm.

11. The tender who is awarded the work will have to make the contract on Rs.100. stamp paper to abide the rate, Terms & condition of the Tender documents Security deposited of Rs. 50000/- (Rupees fifty thousand only) has to be deposited while signing the contract. EMD amount Rs. 20000/- (Rupees twenty thousand only) can be adjusted against the security deposit.
12. In case of non-compliance of any terms & conditions by tenderer, AIIMS, Rishikesh will discontinue the contract immediately, by forfeiting the EMD.

13. The institute will be at liberty to purchase medicine from the principals/manufacturers or from any other source if the rates quoted by them are lower than the rates quoted by the tenderer or other exigencies and emergency needs.

14. The tendered may specify discounts separately on the generic and marketed brands.

15. The institute will be at liberty to purchase generic medicine from “Jan Aushadhi” outlet opened on the behest of Ministry of Chemical & Fertilizer, Govt. of India at AIIMS. If the said outlet is unable to supply the generic medicines them then institute will approach to successful tender for the same.

16. Rates of discount on M.R.P. should be mentioned both in figures as well as in words in Annexure-I.

17. The firm which will offer maximum discount on MRP will have to sign the following undertaking on judicial paper of Rs. 10/-.

(i) I M/s ________________________________ (Firm) will make available all the medicines for which order/demand is placed by AIIMS from time to time or on daily basis. Requisition/demand will be collected by the representative of firm from the office of Medical Superintendent daily before 12.30 PM. The medicines so required will be arranged/supplied and delivered by the firm twice a day i.e 12.30 P.M and 4.00 PM in the office of Medical Superintendent.

(ii) The medicines will be supplied at a price arrived at after allowing discount of ____% on Maximum Retail Price.

(iii) The medicines will be supplied strictly as per requisition and no substitute will be accepted. Any loss in service due to this will be recoverable from M/s_________________________ (Firm). These supplies will be treated as not available with M/s_____________ (Firm) and recovery would be made from EMD amount.

18. Force Majeure:- Any failure of omission or commission to carry out the provisions of this contract by the contractor/supplier shall not give rise to any claim by any party, one against the other if such failure of omission or commission arise from an act of God which shall include an acts of natural calamities such as fine, flood, earthquake, hurricane or any resilience or from civil strikes, compliance with any statute and/ regulations of the Government, lockout and strikes, riots, embargoes or from any political or other reasons beyond the contractor/suppliers control including war (whether declared or not), civil war or state of insurrection provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure, conditions.

Sign of bidder
19. **Arbitration**:- If at any time, any question dispute or difference whatever shall arise between tenderer and the institute (Purchaser) upon or in relation to or in connection with the contract, either of the parties may give to the other notice in writing of the existence of such a question dispute or difference and the same shall be referred to two arbitrators one to be nominated by the Institute (Purchaser) and the other to be nominated by the tenderer. Before proceeding with the reference the arbitrators shall appoint/nominate an Umpire and Umpire appointed by them shall enter upon the reference and his award shall be final and binding on the parties. The venue of arbitration shall be at Rishikesh.

   (i) The provisions of the Indian Arbitration Act 1996 in force and of the rule framed there under and any statutory modifications there of shall apply. Such a notice of the existence of any question, dispute or difference in connection with this contract shall be served by either party within one year of the beginning of such dispute failing which all rights and claims under this contract shall be deemed to have been forfeited and absolutely barred.

   (ii) Upon every or any such reference, the costs of any incidentals to the reference and awards respectively shall be at the discretion of arbitrators or in the event of their not agreeing to the award of the Umpire appointed by them who may determine thereof or correct the same to be fixed as between solicitors and close as between parties and shall direct by them and in what manner the same shall be borne and paid.

   (iii) The supplies to be made under this contract shall, if reasonably possible continue during arbitration proceedings and no payments from or payable by the Institute shall be with held on account of such proceedings except to the extent which may be in dispute.

20. **Jurisdiction**:- The Courts of Rishikesh/Dehradun alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this agreement/contract. It is specifically agreed that no court outside and other than Rishikesh/Dehradun shall have jurisdiction in the matter.

21. Not withstanding anything contained in condition 6 (i) above, the Institute shall be at liberty to terminate this contract by giving 30 days clear notice ending with the expiry of that month of contract without assigning any reason whatsoever. The tenderer may also terminate this contract by giving 30 days clear notice ending with the expiry of the month of contract. The loss thus caused to the Institute as a result of re-tendering of the contract shall be borne by the tenderer from the Earnest Money/Security Deposit.

   Certified that I/We have read over the tender document including the draft agreement and have understood the contents.

   I/We undertake to abide by the terms & conditions as laid down in the tender documents/agreement, in case the contract is awarded to me/us in the near future.

   Sign of bidder
ANNEXURE-I

FINANCIAL BID
(In sealed Cover-II super scribed “Financial Bid”)

To,
Administrative Officer
AIIMS Rishikesh, Virbhadr Marg
Rishikesh (Dehradun)

Dear Sir,

Our quoted rate for supplying the Medicine for AIIMS, Rishikesh will be as follows:-

I/We M/s __________________________________________ hereby quote
for the supply of medicines/Drugs on local purchase basis in accordance with the terms and conditions of the tender. I/We hereby enclose Deposit at call/Term Deposit Receipt bearing No.____________ Date__________ for Rs. 20000/- as EMD.

<table>
<thead>
<tr>
<th>S/No</th>
<th>Description of Stores</th>
<th>Minimum Discount in figure</th>
<th>Minimum Discount in words</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Percentage of discount on the Maximum Retail Price of all the Branded Medicines/drugs for Local Purchase.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Percentage of discount on the maximum retail price of all the Generic Medicines/Drugs for local purchase.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note:-

(i) Comparison will be made for allotment of contract on the basis of maximum discount offered on M.R.P.

(ii) If two or more firms quoted same maximum discount on M.R.P, contract will be awarded to the firm who have maximum turn over during last three years.

(iii) VAT where payable will be on Retail Price (Sales Price) arrived after deduction of discount from M.R.P.

(iv) VAT/any other tax/levies/charges if payable shall be indicated in proforma invoice/invoice otherwise no sale tax/any other tax/levies/charges will be payable.
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If different firms are emerged as L1 separately for Brandeed Medicines/Drugs and Generic Medicines the AIIMS Rishikesh reserve the right to either accept the L1 of different firm/agency or will negotiate, with the firm who has quoted the maximum discount on gross value of L1 items to lower the rate of other item up to the limit of L1 quoted by other firms. In this context, final decision of the committee will be binding to all and no claim in the regard can be entertained.

The contract for procurement of Medicine can be continued/renewed for further year(s) subject to satisfaction of the All India Institute of Medical Sciences, Rishikesh and on mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time.

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Note:

(i) No other charges would be payable by Client.
(ii) There would be no increase in rates during the Contract period.

Place:.................................

Date:.................................

(Signature of Bidder with seal)

Name:
Seal:
Address:
Phone No (O):
Fax No. (O):
E-mail:

Sign of bidder
ANNEXURE-I

I ______________________ Son of Shri __________________________ resident of ________________ District contractor/partner, or sole proprietor (Strike off word which is not applicable) of firm M/s.________________________ __________________________ do hereby solemnly affirm and declare that any individual /firm/companies black listed by the Union Govt. or State Government or U.T. Govt or any partner/shareholder of the above said firm there of is/are not directly or indirectly connected with or has/have any subsisting interest in business of my firm/our above said firm.

Place:

Date:

Address_________________
____________________
____________________

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No. Part of it is false and nothing has been concealed therein.

Place:

Date: ______________________

Deponent
AGREEMENT/UNDERTAKING FOR DISCOUNT ON MAXIMUM RETAIL PRICE OF MEDICINES FOR LOCAL PURCHASE

(i) That, I M/s___________________________________ (Firm) will make available all the medicines as per the requirement of AIIMS, Rishikesh for which requisition will be collected by the representative of firm from the office of Medical Superintendent daily before 12.30 PM. The medicines will be arranged and delivered by the firm twice a day i.e 12.30 PM and 04.00 PM.

(ii) The medicines will be supplied at a price arrived at after allowing discount of ________ % on Maximum Retail Price.

(iii) The firm will deposit a sum of Rs. 1,00,000/- (Rupees one lac only) in form of BG/CD/TD/FD valid for two years as security for the satisfactory execution of the agreement. Earnest money will be returned on receipt and acceptance of the security as mentioned above.

(iv) In case the firm fails to supply the medicines as per requisition, the firm will give “Not Available Certificate within 24 hours and the Institute will be at liberty to make spot purchases from any alternative source and the difference in cost will be recoverable from the firm.

(v) Firm will record a certificate on each bill that the rates being charged are not higher than those of market retail price and discount is not lower than what they give to any other organization.

(vi) The medicines will be supplied strictly as per requisition an no substitute will be accepted. Any loss in service due to this will be recoverable from the M/s___________________ (Firm). These supplies will be treated as not available with M/s___________________ (Firm) and recovery would be made as per (iii) above.

(vii) The institute will be at liberty to purchase medicine from the principals/Manufacturers or from any other source if the rates quoted by them are lower than the rates quoted by the tenderer.

(viii) The payment will be made on bill basis within 30 days.

Sign of bidder
(ix) The VAT would be paid as applicable. The VAT should be clearly mentioned in the Perorma invoices/invoices otherwise no extra tax/levies/charge would be paid.

(x) Medicines supplied to AIIMS, Rishikesh shall have at least 9 (nine) months of shelf life remaining at the time of supply.

(xi) That in case of change in prescription or if due to any unavoidable circumstances medicine purchased could not be used, the firm will take back such medicine and reimburse the payment made.

(xii) If the terms and conditions of the tender under this undertaking/agreement are not adhered to, the security deposit may be forfeited and rate contract cancelled. The firm may also be debarred/black listed in that case.

(xiii) Not withstanding anything contained in condition (xi) above, the Institute shall be at liberty to terminate this contract by giving 30 days clear notice ending with the expiry of that month of contract without assigning any reason whatsoever. However, the tenderer may terminate this contract by giving 30 days clear notice ending with the expiry of the month of contract. The loss thus caused to the institute as a result of re-tendering of the contract shall be borne by the tenderer from the Earnest Money/Security Deposit.

M/s
Authorised Signature and Seal

Accepted

Director,
AIIMS, Rishikesh

Sign of bidder