



All India Institute of Medical Sciences Rishikesh-249203

Rate Contract for procurement of Drugs for Media for IVF Centre at AIIMS, Rishikesh

Ref. No.	:	24/RC/Obs & Gyne/IVF/ 653 /2022-RISH (ADMN)
Publishing Date	:	16-11-2022
Pre-Bid Meeting	:	23-11-2022 at 03:00 PM
Bid Submission Start Date	:	25-11-2022
Last Date of Bid Submission	:	14-12-2022 upto 03:00 PM
Bid Opening	:	15-12-2022 at 03:00 PM

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

TENDER NOTICE for

Rate Contract for procurement of Drugs for Media for IVF Centre at AIIMS, Rishikesh

Dated:

1. E-tenders **on Two Bids (Technical & Financial)** basis are invited on behalf of Director, All India Institute of Medical Sciences, Rishikesh from interested and eligible manufacturer for providing Rate Contract for procurement of Drugs for Media for a period of **Two + One (02+01) year**, at **AIIMS Rishikesh**.

2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

3. Complete bidding process is online. Bidders should be in possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to helpdesk at **0135-2462915**.

4. Tenderer/Contractor/Bidders are advised to follow instructions provided in 'Instructions to Contractors/Tenderer/Bidders for e-submission of bids online through Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'

5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of scanned document.

6. Hard Copy of tender EMD etc. must be delivered to AIIMS Rishikesh on or before last date/time of Bid Submission as mentioned above.

7. Tender shall be submitted online in two part, viz., technical bid and financial bid. All pages of bid being submitted must be **signed stamped by authorised signatory** and sequentially numbered by bidder irrespective of nature of content of documents before uploading.

Offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

8. Any future clarification and/or corrigendum(s) shall be communicated through Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app> or AIIMS Rishikesh website: www.aiimsrishikesh.edu.in. bidders are required to regularly check website to know about any/all such corrigendum(s) as only se bids, taking care of such corrigendum(s) shall be considered for finalisation of tender.

9. Bidder should necessarily enclose a covering letter mentioning a summary of **enclosed** document with proper numbering. Secondly, bid should also attach a compliance sheet as per specification mentioning that they are complying with all specification or have any **deviation**.

10. Pre-bid conference would be held on in office of Tender Opening Room, AIIMS, Rishikesh. Prospective bidders **MUST** try to send their queries up till 02 (two) days before pre-bid meeting at email address "tender@aiimsrishikesh.edu.in" only, so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting, which bidders have to put in writing before committee and submit same in writing on its letter head.

No queries/ representations will be entertained after pre-bid meeting. All firm's representative who are attending pre-bid meeting, shall produce an authorization letter from their firm on firm's letter head.

**Sr. Procurement cum Store Officer
AIIMS, Rishikesh**

NOTICE INVITING TENDER**Rate Contract for procurement of Drugs for Media for IVF Centre at AIIMS, Rishikesh**

Director, AIIMS, Rishikesh invites online tenders under Two-Bid system from manufacturer for AIIMS, Rishikesh for a period of two years through open tendering system extendable up to 1 year, if required, depending upon performance.

Table I

Name of work & file reference	<u>T.N. 24/RC/IVF/Drugs/ 653 /2022-RISH (ADMN)</u> <u>Rate Contract for procurement of Drugs for Media for IVF Centre at AIIMS, Rishikesh</u>	Remarks
Tender cost (in Rs.)	Nil	
EMD/Bid Security (in Rs.)	40,000	In the form of FD, BG TD, CD
Turnover	15.00 Lakhs	Each year in last three FY (2017-18, 18-19, 19-20)
Security Deposit	<u>03% of Annual value of contract</u>	In form of FD, BG, TD, CD

Last date for submission/receipt of tender(s) is up to _____ at _____ and technical bids will be opened by Tender Committee in presence of tenderers or their authorized representatives who wish to be present on _____ at _____ in Tender Office All India Institute of Medical Sciences, Rishikesh. In case, any holiday falls on day of opening, tenders will be opened on next working day at same but tender box will be sealed on same day and time, as scheduled above. tenders received after above said scheduled date and time will not be considered. No tender by fax will be entertained.

Instructions for Online Bid Submission:

Bidders are required to submit soft copies of their bids electronically on CPP Portal, using valid Digital Signature Certificates. instructions given below are meant to assist bidders in registering on CPP Portal, prepare their bids in accordance with requirements and submitting their bids online on CPP Portal.

More information useful for submitting online bids on CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

ENROLMENT & REGISTRATION

- Bidders are required to enrol on e-Procurement module of Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on link “Online bidder Enrolment” on CPP Portal which is free of charge.
- As part of enrolment process, bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of registration process. i.e. would be used for any communication from CPP Portal.
- Upon enrolment, bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- Bidder n logs in to site through secured log-in by entering their user ID / password and password of DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in CPP Portal, to facilitate bidders to search active tenders by several parameters. se parameters could include Tender ID, Organization Name, Location, Date, Value, etc. there is also an option of advanced search for tenders, wherein bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, or keywords etc. to search for a tender published on CPP Portal.
- Once bidder have selected tenders they are interested in, they may download required documents / tender schedules. se tenders can be moved to respective ‘My Tenders’ folder. This would enable CPP Portal to intimate bidders through SMS / email in case there is any corrigendum issued to tender document.
- Bidder should make a note of unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from Helpdesk.

PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on tender document before submitting their bids.
- Please go through tender advertisement and tender document carefully to understand documents required to be submitted as part of bid.
- Please note Number of covers in which bid documents have to be submitted, number of documents - including names and content of each of document that need to be submitted. Any deviations from se may lead to rejection of bid.
- Bidder should prepare, in advance, bid documents to be submitted as indicated in tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG Tender No.: Formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of scanned document.
- To avoid time and effort required in uploading same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to bidders. Bidders can use “My Space” or ‘Or Important Documents” area available to them to upload such documents. These documents may be directly submitted from “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in time required for bid submission process.

SUBMISSION OF BIDS

- Bidder should log into site well in advance for bid submission so that they can upload bid in time i.e. on or before bid submission time. Bidder will be responsible for any delay due to or issues.
- Bidder has to digitally sign and upload required bid documents one by one as indicated in tender document.
- Bidders are requested to note that they should necessarily submit their financial bids in format provided and NO OTHER FORMAT is acceptable. If price bid has been given as a standard BoQ format with tender document, n same is to be downloaded and to be filled by all bidders. Bidders are required to download BoQ file, open it and complete white coloured (unprotected) cells with their respective financial quotes and or details (such as name of bidder). NO OTHER CELLS SHOULD BE CHANGED. Once details have been completed, bidder should save it and submit it online, without changing filename. If BoQ file is found to be modified by bidder, bid will be rejected.
- Server time (which is displayed on bidders’ dashboard) will be considered as standard time for referencing deadlines for submission of bids by bidders, opening of bids etc. bidders should follow this time during bid submission.
- Documents being submitted by bidders would be encrypted using PKI encryption all techniques to ensure secrecy of data. data entered cannot be viewed by unauthorized persons until time of bid opening. confidentiality of bids is maintained using secured Socket Layer 128-bit encryption

technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to server is subjected to symmetric encryption using a system generated symmetric key

- Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, uploaded tender documents become readable only after tender opening by authorized bid openers.
- uploaded tender documents become readable only after tender opening by authorized bid openers.
- Upon successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in portal), portal will give a successful bid submission message & a bid Tender No. Summary will be displayed with bid no. and date & time of submission of bid with all or relevant details.
- Bid summary has to be printed and kept as an acknowledgement of submission of bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- Any queries relating to tender document and terms and conditions contained therein should be addressed to Tender Inviting Authority for a tender or relevant contact person indicated in tender.
- Any queries relating to process of online bid submission or queries relating to CPP Portal in general may be directed to 24x7 CPP Portal Helpdesk number 0120-4200462, 0120- 4001002.

Instructions to Bidders

1. It must be mentioned clearly whether bidder is a manufacturer/sole distributor/ sole agent for items for which he is quoting.
 - a. **Manufacturer** must add a certificate that item(s) is manufactured by them as per range of products.
 - b. Tenders are to be submitted by manufacturers/sole importer only.
 - c. Bidders with products manufactured on P2P basis from third party but having quality control of such products by in-house Quality Assurance Department are eligible to participate in tender..
 - d. Tenders quoted by suppliers on behalf of manufacturers will not be entertained even if they are authorized by manufacturers. However, manufacturers can give authority letter to supplier / distributor / stockiest for purpose of making supplies, raising bills, collecting payment etc. only after selection in tender. In such cases, manufacturer has to accept responsibility for any lapse on part of distributor/supplier and an undertaking to this effect from manufacturer will have to be submitted.
 - e. Failure to submit such an undertaking will lead to rejection of authorization and manufacturer will have to supply drugs directly. This authorization should be valid for entire duration of contract.
 - f. No change in authorized supplier/distributor will be allowed during rate contract period.
 - g. Exchange of distributors for delivery of Goods or for raising bills/ collecting payment etc. will not be accepted or in unavoidable circumstances only after approval from competent authority of AIIMS.
2. All duly filled/completed pages of tender document should be given serial /page number on each page and signed by owner of firm or his Authorized signatory. In case tenders are signed by Authorized signatory, a copy of power of attorney/authorization may be enclosed along with tender. A copy of terms & conditions shall be signed on each page and submitted with technical bid as token of acceptance of terms & conditions. Tender with unsigned pages/incomplete/partial/part of tender if submitted will be rejected out rightly.
3. Any omission in filling columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filled up carefully by tenderer. All corrections in this schedule must be duly attested by full signature of tenderers. corrections made by using fluid and overwriting will not be accepted and tender would be rejected.
- 4 **Bid Security: - Bid Security: -** Earnest money (i.e. ₹ 40,000.) by means of FDR/TDR/CD a scanned copy of to be enclosed. It is also clarified that the bids submitted without earnest money will be summarily rejected.
The DD/FDR may be prepared in the name of AIIMS Rishikesh. The EMD must reach at Tender Office of the AIIMS, Rishikesh before opening of tender.
 - i) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Rishikesh in respect of any previous supply will be entertained. Tenderer shall not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.

- ii) No claim shall lie against the AIIMS Rishikesh in respect of erosion in the value or interest on the amount of EMD.
 - iii) The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.
 - iv) EMD should remain valid for a period of 45 days beyond the final bid validity period. When the tenderer agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.
 - v) The bidder seeking EMD Exemption must submit the valid supporting document for the relevant category as per tender document. Under MSE category, only manufacturers for goods and service providers for services are eligible for exemption from EMD. Traders are excluded from the purview of this policy.
- 5 Bidders are not allowed to submit more than one bid for same/similar tendered item else all his bids shall be cancelled thereby resulting in disqualification in addition to suspension for one year.
 - 6 Bid shall be valid and open for acceptance by competent authority of AIIMS Rishikesh for a period of 180 (one hundred eighty) days from published date of opening of tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. unilateral **withdrawal** at any stage will cause suspension of one year in addition to any remedy that purchaser may have under law.
 - 7 After evaluation, work shall be awarded normally to agency fulfilling all terms and conditions of contract and complying with all relevant Acts / provisions as stated / referred for adherence in tender document.
 - 8 Competent authority of AIIMS, Rishikesh reserves all rights to accept or reject any/ all tender(s) without assigning any reason. It can also impose/relax any administrative term and condition/specifications of tender enquiry after due discussion in pre-bid conference. This will be communicated and shown over website of Institute. No representation will be considered after pre-bid meeting and bidders may address their queries only in pre-bid meeting. AIIMS, Rishikesh also reserves right to reject any bid which in its opinion is non-responsive or violating any of conditions/specifications without any liability or any loss whatsoever.
 9. Tender must be submitted in prescribed format otherwise tender may be cancelled straightway.
 10. Tender form is not transferable.
 11. Canvassing in any form is strictly prohibited and tenderers who are found canvassing in any form are liable to have their tenders rejected out rightly.
 12. It is required from all concerned, namely Bidders/Suppliers, to observe highest standard of ethics during process of procurement and execution of this Tender.
 13. Full description & specifications, make/brand and name of manufacturing firm must be clearly mentioned in tender, failing which, tender will not be considered. tenderer must also mention where goods are imported / indigenous. Descriptive literature / catalogues must be attached with tender in original, failing which, bidder may be disqualified.

14. Where specifications are as per tenderer's range of products, tenderer's offer should mention that item meets all specifications as per tender enquiry and if there are improvements/deviations same should be brought out to notice of competent authority on separate Letter Head of firm. It would be at discretion of competent authority of institute to accept or reject such deviations which are not in conformity with required specifications.
15. Sample/demonstration: - In case, item requires prior submission of sample/ performing demonstration, tenderer will have to submit sample/perform demonstration of equipment/item, if competent authority of institute decides so. bidder will have to bear all expenses for same. Non submission of sample/non performing demonstration will disqualify bidder in technical bidding process and financial bid of bidder will not be opened.
16. If there is a close system tenderer shall ensure and will have to submit an affidavit on Non Judicial stamp paper of Rs.10/- along with technical bid that spare parts and consumables for se equipment's/instruments/item will be available at reasonable fixed rates for next 10 (ten) years, such rates should not be more than rates supplied to institutes of national importance.

Financial terms and conditions

17. Custom Clearance: For Goods to be imported and supplied, Institute will provide Custom Duty Exemption Certificate (CDEC) to successful bidder for availing concessional rate of duty as per prevailing Custom Tariff. In case, bidder requires CDEC certificate, n same should be specifically mentioned in bid. supplier is solely responsible for getting material clearance from customs. Institute will provide all custom documents for custom clearance on demand of supplier. supplier will undertake to fully co-operate to avoid any fine, demurrage or or charges and shall indemnify AIIMS Rishikesh in case of any such failure/ loss. Transportation of goods up to AIIMS, Rishikesh and its successful installation and commissioning demonstration (and training, if required) is also responsibility of supplier. All charges/ expenses incurred in this process will be borne by supplier and after submission of deposit slips of custom clearance and transportation charges will be reimbursed to supplier if said provisions are to be shown separately in financial bid.
18. Payment terms: -If supplier supplies requisite item within stipulated time and installation is pending on part of AIIMS Rishikesh for various reasons, up to 50 per cent payment against supply can be made by AIIMS Rishikesh on case to case basis, but will not be considered as precedence in all cases.
 - i. Payment Term for Imported goods: For imported goods payment shall be made in following manner:
On shipment:
 50 % payment of contract price shall be paid within 60 days after presentation of shipping documents { goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favor of supplier in a bank in his country} and upon submission of following documents: -
 - a) Four copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
 - b) Original and four copies of clean, on-board Bill of Lading/ Airway bill, marked freight prepaid and four copies of non-negotiable Bill of Lading/Airway bill.

- c) Insurance Certificate;
- d) Certificate of origin by chamber of commerce of concerned country;
- e) Certificate of country of origin;
- f) Manufacture's / Supplier's warranty certificate;
- g) Manufacturer's own factory inspection report.

On Acceptance:

50 % payment would be made after satisfactory installation, commissioning, demonstration and training, if required on issuance of Inspection certificate by AIIMS, Rishikesh.

ii. **Payment Terms for Inland Goods:**

(Fifty) 50% Payment of contract price shall be paid on receipt of material in good condition and upon submission of following documents: -

- a) One Original and Four Copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- b) Final Acceptance as per Inspection report issued by concerned faculty.
- c) Two copies of packing list identifying contents of each package.
- d) Inspection Certificate issued by user concerned department.
- e) Final Acceptance Certificate issued by Institute

On Acceptance:

Balance Fifty (50) % payment would be made against 'Final Acceptance Certificate' as per Para (B) (i) & (v) of goods to be issued by consignee's subject to recoveries, if any, air on account of non-rectification of defects/deficiencies not attended by Supplier or otherwise.

NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYABLE BY INSTITUTE UNDER ANY CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM CLEARANCE/ FREIGHT/INSURANCE ETC

Note:

As per clarification sought from ministry of MSME vide F.no.21(11)/2018- MA dated 31st December 2018, "Traders/Sole Agents/ Distributors are excluded to avail facilities/ Benefits extended under Public Procurement for Micro and Small Enterprises (MSMEs)

Ref: As circulated in Office Memorandum No. F.No.22(1)/2012-MA dated 24th October, 2016 in FAQs, Question No. 18.

In case of any dispute regarding award of tender, decision of competent Authority of AIIMS would be final.

I / We hereby accept terms and Conditions given in tender

(Signature & Stamp of bidder)

Appendix to Information to Bidders:

Local content policy:

- a. 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.
- b. Purchase Preference to Local Suppliers: In pursuance of Government of India Order No. P-45021/2/2017-B.E.-II dated 29th May, 2019 and F.No.: Z. 28018/67/2017-EPW dated 12th June 2018 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.
- c. Minimum local content: The minimum local content shall as per Government of India Order No. P-45021/2/2017-PP (B.E.-II) dated 16th September, 2020 and related earlier orders, till the Nodal Ministry prescribes a higher or lower percentage.
- d. 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-PP (B.E.-II) dated 16th September, 2020 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. whose quoted price falls in the margin of purchase preference desirous of claiming benefit of the Order
- e. The bidders are required to submit the following annexure in compliance of public procurement (Preference to Make in India) order, 2020: i) Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper) Annexure-III. of financial bid, that he would be ready to supply the product at L1 price. In case of non-receipt of the
- f. All other terms & conditions will be as per the Department of Industrial Policy and Promotion (DIPP) order No. P-45021/2/2017-PP (B.E.-II) dated 16th September, 2020.

Relaxation for Start-ups:

All other terms & conditions will be as per the Department of Expenditure, Ministry of Finance D.O. letter No.12(11)/2017-SI dated 22.06.2017 and Clause 03 of Department of Industrial Policy and Promotion (DIPP) O.M. No.F.2012/02/ 2014-PPD (pt.) dated 20.09.2016.

Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.

Eligibility Criteria-

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

- a. Technical bid should be accompanied by Demand Draft / Bank Guarantee for **EMD** as mentioned in NIT.
 - b. Valid registration certificate of firm, issued from Govt. / State Govt.
 - c. Duly filled format of Technical Bid as per **Annexure - I**.
 - d. Duly signed Tender Acceptance Form.
 - e. All bidders are directed to submit **LIST OF QUOTED ITEMS** strictly as per **Annexure - II**.
 - f. Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
 - g. Manufacturer Authorization Certificate must be attached by Bidder as per the Performa mentioned in NIT (If required).
 - h. The Principal manufacturing / marketing company of pharmaceutical must have minimum turnover of **Rs. 15.00** Lakhs in last three consecutive financial years. 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. Valid GMP Certificate / Valid Schedule 'M' Certificate clearly indicating products (Items) quoted which should not have been issued more than five years ago, issued by Centre / State Drug Controller, need to be submitted.
 - m. Bidder(s) shall submit Non-conviction certificate issued by Centre / State Drug Controller to effect that manufacturer has not been convicted under Drugs and Cosmetics Act, 1940 and rules there under during last three years in respect of any of drugs for which prices have been quoted by firm. In case DCGI does not mention name of the drugs in their certificates, a relevant undertaking will be provided with list of drug / molecules along with non-conviction certificate, by vendor in addition to above-mentioned certificate.
- 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.
- n. 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.

Technical Evaluation

- a. Details of clients where similar items are presently provided by the Bidder(s) separately for govt. and private clients.
- b. Bidder(s) must have a minimum of 03 (three) years of experience in supplying drugs & medical consumables (related to the items quoted in tender) to the Government / Corporate / PSU Hospitals in India. At least 02 years, out of last 03 (three) years, experience must be with either of following:
 - All India Institute of Medical Sciences (AIIMS), New Delhi
 - Postgraduate Institute of Medical Education and Research (PGIMER), Chandigarh
 - National Institute of Mental Health and Neuro-Sciences (NIMHANS), Bengaluru
 - Jawaharlal Institute of Postgraduate Medical Education & Research (JIPMER), Pondicherry
 - Sree Chitra Tirunal Institute for Medical Sciences and Technology, Kerala.
 - Any Medical College/ hospital under Institute of National Importance.
 - Ministry of Railways, Government of India.
 - **Central Government Health Scheme (CGHS), Ministry of Health & Family Welfare Government of India**
 - Sanjay Gandhi Postgraduate Institute of Medical Sciences (SGPGIMS), Lucknow.
 - Vardhman Mahavir Medical College and Safdarjung Hospitals, New Delhi.
 - Lady Harding Medical College & associated SSK & KSC Hospitals, New Delhi.
- c. WHO–GMP Certificate:
Valid WHO-GMP certificate and certificate issues/ attested by Centre/ state FDA of complete record of WHO-GMP certification from initiation till present including voids, if any.
- d. Bidder must have recent experience, within last two years, for supplying salt, for which bid submitted, to developed countries. For imported drug manufacturer must be supplying/selling the product to /in developed country (ies). Please provide acceptable proof for same.

OR

WHO –CoPP (Certificate of Pharmaceutical Products):

Valid CoPP, as per WHO norms, issued/ attested by Centre/ state FDA for each quoted product / item.

- e. Bidder(s) shall submit a Manufacturing & Market Standing Certificate / Experience Certificate issued by the Centre / State Drug Licensing Authority of the respective state that quoted product is manufactured and marketed by them since last 03 (Three) years.

Any firm who took over another manufacturer portfolio in past 3 years from date of publishing of this tender shall submit Manufacturing & Market Standing Certificate / Experience Certificate issued by the Centre / State Drug Licensing Authority stating time duration for which quoted product(s) was manufactured by either manufacturer totaling for 03 (Three) years. In such scenario, current manufacturer must fulfil other eligibility and technical criteria of tender document.

- f. Bidder(s) shall submit a Manufacturing & Market Standing Certificate / Experience Certificate issued by the Centre / State Drug Licensing Authority of the respective state that quoted product is manufactured and marketed by them since last 05 (Five) years.

- g. In case of imported drugs, CoPP (Certificate of Pharmaceutical Products) / Import License and copy of the import registration of that particular molecule quoted in tender indicating list of products should be submitted as per WHO norms and '3-years' marketing experience certificate issued by Drug Controller.
- h. In case of newly introduced drugs/molecules, manufacturer can be eligible provided firm submits a certificate from DCGI, in this regard. In such cases, firm has to submit a Manufacturing & Marketing Certificate of molecule concerned from date of issue of Certificate by DCGI of new drug to that firm. In such case Manufacturing & Marketing Certificate of 03 years is not cleared / completed, it will be relaxed accordingly.
- i. **Quality Related Action taken by drug regulatory authority of India:**
Bidder has to provide certificate issued from regulatory authority, India that no warning has been issued or action has been in last 5 years or from date of approval to market, whichever is latest, in terms of quality of production and produced batches.
- j. **Projection Capacity Assessment Certificate:** Manufacturing firm must enclose certificate as per **Annexure B (Attached)**.
- k. **Inspection of Firm's Premises:**
Director, AIIMS Rishikesh or his nominee reserves right for inspection of pharmaceutical firms participating in tenders. They can carry out inspection for assessing capacity/capability/eligibility of firm to make supplies on basis of rate- contract and to ensure that good manufacturing practices are being followed by manufacturer. Decision of Director shall be final in this regard.
- l. **Minor Infirmary/Irregularity/Non-Conformity:**
If during evaluation, purchaser finds any minor informality and/or irregularity and/or non-conformity in a bid, purchaser will convey its observation on such 'minor' issues, which has no price implication, to bidders by registered/speed post/ e-mail/fax etc. asking bidder to respond by a specified date. If bidder does not reply by specified date or gives evasive reply without clarifying point at issue in clear terms, that bid will be liable to be ignored.
- m. **Item-wise Evaluation:**
In case, Schedule of Requirements contains multiple items, responsive bids will be evaluated and compared separately for each item.
- n. Before opening of Price Bid institute may ask technically qualified bidders (based on document submitted) to submit sample of item(s) quoted, so that tender inviting authority may verify quality standards by getting tested from NABL accredited lab with compliance to GLP & USFDA and recognized/experience with Ministry of Health and Family Welfare (MoHFW), Indian System of Medicines (IMS) and Indian Pharmacopoeia Commission (IPC). Bidder shall bear expenses for transporting sample(s).

Failure to submit samples before stipulated date of sample submission will lead to automatic rejection of bid and price bid of such bidders shall not be considered for opening of Price bids.

Note:

- If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of goods offered by it, its bid will be liable to be ignored and rejected in addition to or remedies available to purchaser in this regard.
- To assist in analysis and evaluation of bids, competent Authority, may ask bidders individually or jointly for clarification of their bids. request for Clarification and response shall be in writing but no change in price or material/ substance of bid offered shall be permitted.

Financial Evaluation

- Bidders are requested to note that they should necessarily submit their financial bids in format provided and no or format is acceptable. If price bid has been given as a standard BoQ format with tender document, then same is to be downloaded and to be filled by all bidders. Bidders are required to download BoQ file, open it and complete white coloured (unprotected) cells with their respective financial quotes and or details (such as name of bidder). No or cells should be changed. Once details have been completed, bidder should save it and submit it online, without changing filename. If BoQ file is found to be modified by bidder, bid will be rejected.
- Rates quoted should be inclusive of all applicable taxes, packing, forwarding, postage and transportation charges at for AIIMS Rishikesh (Site of installation/Use). Rates should be mentioned both in figures and in words.
- Supplier has to submit a notarized affidavit on Indian Non Judicial Stamp Paper of Rs.10/- that bidder has not quoted price higher than previously supplied to any government Institute/ Organization/reputed Private Organization or DGS&D rate in last three years or since the last change in MRP whichever is latest.
Therefore, if at any stage it is found that supplier has quoted lower rates than those quoted in this tender; Institute (purchaser) would be given benefit of lower rates by Supplier and any excess payment if any, will become immediately payable to AIIMS, Rishikesh. If such affidavit is not submitted, tender will be summarily rejected. (Part of technical bid)
- Price quoted by Bidder(s)s shall not in any case exceed controlled price, if any, fixed by Central / State Govt. / N.P.P.A (National Pharmaceutical Pricing Authority) / DGS&D and Maximum Retail Price (MRP).
- To ensure sustained supply without any interruption AIIMS Rishikesh reserves right to split orders for supplying the requirements among more than one Bidder(s) provided that, the rates and other conditions of supply are equal and with sufficient grounds.

In case of any dispute regarding award of tender, decision of competent Authority of AIIMS would be final.

I / We hereby accept terms and Conditions given in tender

(Signature & Stamp of bidder)

Conditions of Contract

(A) General terms and conditions

1. Successful bidders have to execute an agreement on Non Judicial Stamp Paper of Rs.100/- (Rupees one hundred only) within twenty-one (21) days from date of award of this tender in his favor and also required to furnish Security Deposit @ 03% of contract value in form of FD/BG/TD/CD for three months extra of contract period from any Nationalized/Scheduled bank duly pledged in favor of Director AIIMS, Rishikesh payable at Rishikesh. If successful bidder fails to furnish full security deposit within 21 (twenty-one) days after issue of Letter of Award of Work, he will be suspended for one year and award of tender in favor of supplier shall automatically stand terminated at his cost, unless time extension has been granted by competent Authority of AIIMS, Rishikesh.
2. The Bidder shall be suspended for one year if successful bidder fails to supply goods within stipulated time or fails to comply with any of terms & conditions of contract or fail to sign contract.
3. In case bidder to whom supply order has been placed, fails to make supplies within delivery schedule and purchaser has to resort risk purchase, purchaser (AIIMS, Rishikesh) will recover from vendor difference between cost calculated on basis of risk purchase price and that calculated on basis of rates quoted by tenderer. In case of repeated failure in supplying ordered goods supply, order may be cancelled and bid security deposit will be forfeited.
4. In case quality of goods supplied are not in conformity with standard given in tender document and as per samples supplied or supplies are found defective at any stage se goods shall immediately will be taken back by supplier and will be replaced as per quality standards set in tender document and as set under Drugs & Cosmetics Act, India, without any delay. Competent authority reserves all rights to reject goods if same are not found in conformity with required description / specifications and liquidated damages shall be imposed in addition to cost of re- tender.
5. Firms which have US-FDA approval for export/selling of specified drugs in USA, may submit copies of approval documents from FDA in support of their claim.
6. Bidders should furnish a copy of GST/S.T. /C.S.T./VAT registration number, State / U.T. of registration and date of such registration. Tenders not complying with this condition will be summarily rejected.
7. **Force Majeure:** Any failure or omission to carryout of provisions of this supply by supplier shall not give right for any claim by supplier and purchaser to one against or, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any statistics and or requisitions of Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond suppliers control including war (whether declared or not) civil war or state of incarceration provided that notice of occurrence of any event by either party to or shall be within two weeks from date of occurrence of such an event which could be attributed to force majeure. Any delay due to Force Majeure will not be attributable to either of parties.
8. Being successful in tender and signing agreement does not guarantee demand to vendor for required items. Institute reserves right to purchase medicines from other sources if rates quoted by them are lower than rates quoted by tenderer or other exigencies and emergency needs.

9. Successful Bidder shall at all times agree to indemnify and keep indemnified purchaser against all losses, damages which may arise in respect of action/inactions of such Bidder or breach of any term of this tender by such Bidder. All claims regarding indemnity shall survive termination of contract with such Bidder.
10. 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, Rishikesh.
11. **Liquidated damage/demerge:** - time for date of delivery/ dispatch stipulated in supply order shall be deemed to be essence of contract and if supplier fails to deliver any consignment within period prescribed for such delivery in supply order, liquidated damages may be deducted from bill @ 0.5% per week subject to maximum of 10% of value of delayed goods or services under contract. competent authority of institute may also cancel supply at cost & liability of supplier. In such a case, bid security of supplier shall stand forfeited.
12. **Legal Jurisdiction:** - Courts at Rishikesh/ Dehradun alone and no or Court will have jurisdiction to try matter, **in case of** dispute or reference between parties arising out of this tender/supply Order/contract.

Applicable Law:

13. Contract shall be governed by laws and procedures established by Govt. of India, within framework of applicable legislation and enactment made from time to time concerning such Commercial dealings/ processing.
14. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Rishikesh/Dehradun, Uttarakhand India only.
15. Except as otherwise provided under this Contract for immediate termination of Contract, in event of a disputes which may be arising out of execution of tender contract, matter will be referred to Deputy Director (Administration). Appeal against decision of DDA **may be filed before** Director, AIIMS Rishikesh and his decision shall be final and binding upon both parties.

(B) Special Conditions of Contract (SCC) / Contract terms:

1. Inspection, Testing and Quality Control:

Goods to be provided by supplier under this Rate Contract shall conform to 'Technical Specification' under this document.

Tender Inviting Authority's/User Institution's contractual right to inspect, test and, if necessary, reject goods after goods' arrival at final destination shall have no bearing of fact that goods have previously been inspected and cleared by Tender Inviting Authority's inspector during sample verification as mentioned above.

Supply Challan should be accompanied by test report from NABL accredited lab. While delivering supplies, firm will ensure that quantities are as per challan, quality of material is as per Rate contract specifications etc.

Purchaser has contractual right to inspect and get tested/ analysed from NABL accredited lab with compliance to GLP & USFDA and recognized/experience with Ministry of Health and Family Welfare (MoHFW), Indian System of Medicines (IMS) and Indian Pharmacopoeia Commission (IPC), and if necessary, reject goods to confirm specifications and quality control details as per Rate Contract.

If during such inspections and tests contracted goods fail to conform to required specifications and standards, purchaser may reject them and supplier shall replace rejected goods, as required, free of cost to purchaser and re-submit same to purchaser for conducting inspections and tests again. No payment shall be made for rejected

material and in case rejected goods are not removed, these will be disposed off in a manner as deemed fit by authorities at risk and responsibility of suppliers without any further notice.

Goods accepted by purchaser/consignee in inspection in terms of Rate Contract/Purchase Orders shall in no way dilute purchaser's/consignee's right to reject same later, if found deficient in terms of warranty clause, if applicable.

If any drug sample fails test or is found to be of substandard quality, action as below will be initiated:

- (a) If any store/stores supplied against contract are found to be not of standard quality as per specifications on analysis and/or on inspection by competent authority, Institute will inform vendor through mail/ phone and vendor has to collect substandard consignment and replace it with quality product within 15 days from information, on their expense.
- (b) If vendor fails to do above then institute will destroy entire consignment against particular invoice, irrespective of fact that part of supplied stores may have been consumed. institute shall not be liable to make any payments in lieu of inferior items.
- (c) Fresh supply, to compensate defective medicines stock, in required quantities, will be procured locally and extra-amount from rate contract price shall be paid by vendor or adjusted against Performance security.
- (d) Cost of testing done by Institute will be recovered from supplier.

PENALTY:

- (e) In case of first instance of inferior quality firm will be issued a warning and a penalty of 0.5% of purchase order value along with replacement of said product(s).
- (f) In case of second instance of inferior quality firm will be issued a warning and a penalty of 2.5% of purchase order value, along with replacement of said product(s).
- (g) In case, supplies are found to be of inferior quality on three occasions:
 - If substandard quality medicine is same on all three instances, then product will be barred and firm will pay penalty of 5% of purchase order value.
 - If substandard quality medicine detected in all three instances is different on each occasion, then firm shall be liable for debarment for subsequent tender of Drugs and EMD/Performance security shall be forfeited.
- (h) In case of life-saving medicines, even a single instance of inferior quality may lead to debarring of that product. Final decision lies with AIIMS, Rishikesh authority.
- (i) A copy of test report will be sent to DCGI for necessary action at their end.

2. Warranty

Supplier warrants comprehensively that goods supplied under Rate Contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by purchaser in Rate Contract. supplier warrants that goods supplied under Rate Contract/Purchase Orders shall have no defect arising from design, materials or workmanship or from any act or omission of supplier that may develop under normal use of supplied goods under conditions prevailing in India.

3. 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 1940 and amendments thereafter, and Drug Price Control Order.

4. Shelf-Life:

- a) Short- life items (which have a life-period of eighteen months or less), should not have passed 1/6th of their total shelf life at time of supply.
- b) In respect of items not covered by clause (i) above, supplied medicines should not have shelf- life less than 2/3rd of total shelf-life at time of supply.
- c) For all those drugs, which are required to be stored under controlled temperature / cold chain, have to be supplied under controlled temperature/cold chain. Such medicines if not supplied under cold chain will be deemed as case of sub-standard quality and will be dealt as mentioned in point 1.
- d) If supplied item is not utilized before **six months from expiry date**, supplier should undertake to replace with fresh stock of items as and when required.
- e) supplier shall arrange to effect free replacement of any quantity which may deteriorate in potency, strength approaching expiry or expired etc. before date of expiry marked on labels.

5. Labelling:

- a) Before making supply, approved rate contract holder should ensure that all primary packaging labels (i.e. Ampoules, vials, bottles, jars, tubes etc.) should be embossed, imprinted, with barcode carrying information about batch number, date of manufacture, expiry date etc. Packing should have labels mentioning “AIIMS-RISHIKESH SUPPLY NOT FOR SALE” stamp with permanent ink on each item/strip up to primary level.
- b) All items which are stamped with “AIIMS-RISHIKESH SUPPLY NOT FOR SALE” mark, including rejected stores, cannot be sold to public by bidder.

6. Packaging:

- a) Tendering firms must quote for packing specified against each item in schedule annexed to rate-enquiry, as any or packing may not be accepted.
- b) Where no pack is specified, bidders may quote for standard pack which is available in market.
- c) Loose supplies / damaged packing / tampered or damaged labelled supplies shall not be accepted under any circumstances.
- d) Rates should be quoted for strip packing only except where mentioned.
- e) Supplies to be made in box of Standard packing. However, tablets/capsules in loose pack (tin/bottle) shall not be accepted.
- f) Liquid orals to be supplied only in glass / plastic bottles.
- g) It should be ensured that only first use packaging material of uniform size including bottles and vials, is used for making supplies on basis of rate-contract.
- h) All primary packing containers should be strictly conforming to specification included in relevant pharmacopoeia.
- i) Packing should be able to prevent damage or deterioration during transit.
- j) All containers i.e. bottles, cartons, tubes etc. are required to be secure with pilferage-proof seals to ensure genuineness of products packed and correctness of contents.

7. Firms should give an undertaking to effect that they will be legally bound to supply medicines/drugs, for which they have quoted rates in tender during validity of contract. In case, they fail to execute any supply-order placed to **them within 30 days** from date of placement of purchase order, they will be liable for action against m as per tender terms.

8. Contractor should also give a guarantee as follows, in case of biological and or products having a particular life-period to provide safe-guard against loss on account of deterioration within their stated period of potency:

“ Seller hereby declares that goods/store/articles sold to buyer under this contract shall be of best quality and shall be strictly in accordance with specification and particulars mentioned in description clauses hereof and

seller hereby guarantees that said goods/stores/articles would continue to confirm to their description and quality for a period of one year from date of delivery of said goods/stores/articles or such portion thereof as may be discovered not to conform to description and quality. Such rejection of goods/ articles/ stores will be at seller's risk and all provisions herein contained relating to rejection of goods etc., or such portion thereof if rejected by purchaser shall be applicable. Otherwise contractor/seller shall pay to purchaser such damages as may arise by reason of breach of conditions herein contained. Nothing herein contained shall prejudice any or right of purchase in that behalf under this contract or otherwise".

9. Payment term: 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.

10. Institute will be at liberty to purchase medicines generic medicines through GeM portal, Government of India and/or through any channel under Pradhan Mantri Bharatiya Janaushadhi Pariyojana (PMBJP) Pharmaceuticals and Medical Devices Bureau of India (erstwhile Bureau of Pharmaceutical PSUs of India), Department of Pharmaceuticals, Ministry of Chemicals & Fertilizer, Government of India.

I / We hereby accept terms and Conditions given in tender

(Signature & Stamp of bidder)

Note- Please sign each page of document including terms & conditions & tender

Annexure-A

ANNUAL TURNOVER STATEMENT

(At Letter Head of Chartered Accountant)

I/We have examined books of account and or relevant records of (bidding firm name), having its registered office at (full address of bidding firm) and do hereby certify that:

(1) Annual gross turnover as per Annual Accounts of firm for last three years is as under-

Sl. No.	Financial Year	Turnover (In INR)
1.	2018- 2019
2.	2019- 2020
3.	2020- 2021

(2) Average turnover of firm for last three financial years is Rs.

Signature of CA (with stamp of Firm)

Name-

(Registration No.-)

(Chartered Accountant)

Firm name-

Proprietor name

Signature (with stamp)

Date-

Annexure-I

Rate Contract for procurement of Drugs for Media for IVF Centre at AIIMS, Rishikesh
Eligibility criteria cum Administrative cum Technical Evaluation Checklist
(Documents to be attached in “Technical Bid”)

<u>Particulars</u>	<u>*Pg No.</u>
1. Name, full Address, telephone/mobile number, Email Id of manufacturer.	
2. Specify your firm company is a manufacturer.	
3. Whether signature on each page of tender document and or relevant documents has been made by bidder or not. (Signature on each page of tender document and or document is necessary)	
4. Name, Address & designation of authorized person(s) (Sole proprietor/partner /Director)	
5. Clarification/declaration of Power of Attorney/authorization for signing bid documents (It is not required in case of sole-proprietorship.)	
6. PAN No. (Please attach scanned copy of firm)	
7. GST Registration Number. (Please attach copy)	
8. Please attach certified copy of last three year's Income Tax Return.	
9. Turnover a. Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (average minimum turnover for last three years should not be less than Rs 15 Lakhs. Submit last three year's turnover statement duly certified by Chartered Accountant in format shown in Annexure- A). b. bidder falls under Section 44AD/44ADA/44AE of Income Tax Act shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India. c. Indian Agent can submit its copy of POs of LC cases, in support of its amount getting short in required turnover.	
10. Scanned Copy of Valid WHO-GMP certificate and certificate issues/ attested by Centre/ state FDA of complete record of WHO GMP certification from initiation till present including voids if any	
11. Domestic Manufacturers having own valid manufacturing license or loan license are eligible to quote drugs manufactured at their manufacturing units (premises) duly inspected and registered with MSO / GMSDs for supply of drugs. Scanned Copy of Valid Schedule 'M' certificate issued by Centre/ State Drug Controller and should not have been issued more than five years' old	
12. Please provide a notarized affidavit on Non Judicial stamp paper of Rs. 10/- in format given in Annexure-V that you have not quoted price higher than previously supplied to any government Institute/reputed Private Institute or DGS&D/GeM rate in <i>last three years or since the last change in M.R.P. whichever is latest</i> . If you don't fulfil this criterion, your tender will be out rightly rejected. * If the quoted product M.R.P. was changed within preceding three years of date of tender publish, then bidder has to submit documents as evidence of approval of such change from drug regulatory authority.	
13. Please submit a I affidavit on Non judicial stamp paper of Rs. 10/- in format given in Annexure- VII that has never been blacklisted/ debarred by any organization and that NO case of any nature i.e. CBI/FEMA/Criminal/Income Tax/VAT/ Sales Tax/ Blacklisting is pending against any firm/partner.	
14. Please submit an affidavit for miscellaneous declarations on Non Judicial stamp paper of Rs. 10/- in format as given in Annexure- VIII.	
15. Have you previously supplied se items to any government organization? If yes, attach relevant poof. (Copy of Invoice)	

16. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise your tender will be rejected.	
17. Direct importer holding valid import license. A letter from original manufacturer should also be submitted that original firm is not marketing product directly in India.	
18. Scanned copy of Manufacturing & Market standing/ experience certificate of minimum “Five Years” of molecule (Both for medicines manufactured in India and medicines imported) quoted by m duly certified by Centre/ State Drug Controller. Certificate should have been issued recently i.e. not more than one-year-old from date of opening of tender.	
19. In case of imported drugs (i.e. not manufactured in India), WHO-COPP (Certificate of Pharmaceutical Products)/ import license and copy of import registration of that particular molecule quoted in tender indicating list of products issued by DCGI should be submitted as per WHO norms.	
20. Scanned copy of Non-conviction certificate issued by Centre/State Drug Controller to effect that manufacturer has not been convicted under Drugs and Cosmetics Act, 1940 and rules there under during last five years in respect of any of drugs for which prices have been quoted by firm. In case DCGI does not mention name of molecules in their certificates, a relevant undertaking will be provided with list of drug/molecules along with non-conviction certificate, by vendor in addition to above mentioned certificate.	
21. Invoice against claim of supply/ sell of quoted molecules to developed country (ies)	
22. In-house quality assurance lab with accreditation certificate in name of bidder in reference to Instruction to Bidders; revised Point 1. c.	

*All bidders are directed to mention page number instead of simply mentioning “Enclosed”

Page number/serial number MUST 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 Bidder(s) with stamp of firm)

Dated:

Place:

Annexure-II
Schedule of requirement
&
**FORMAT OF SUBMISSION OF VALID REVISED SCHEDULE – M/WHO/GMP/IMPORT
LICENSE/COPP/ MANUFACTURING LICENSE (STRICT COMPLIANCE).**

Sr. No. (a)	Name of Medicines (b)	Formul ation/ Prepara tion (UNIT) (c)	Stre ngth (d)	Quoted provided (in complian ce to a-c) YES, or NO (e)	Pg no. where valid WHO- GMP certificate is enclosed (f)	Pg No. where valid proof supply to developed country(ie s) attached (g)	Pg No. where valid WHO- COPP is enclosed (h)	Pg No. where Valid Schedule 'M' certificate is enclosed (i)	Pg No. where Projecti on Capacity Assessm ent Certifica te is enclosed (j)
1									
2									
3									
4									
5									
6									
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11									
12									
13									
14									
15									

Strict Compliance – All bidders are directed to mention page number of tender document where WHO- GMP/ Revised Schedule 'M' & page number of manufacturing license for indigenous drugs/ import license for import drugs enclosed. Merely mentioning word “Enclosed” may lead to rejection of tender / bid submission.

SIGNATURE AND ADDRESS OF BIDDER

Annexure-III

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 till 01 (one) year after all contractual obligations are over and shall make this available for verification to any statutory authorities

Name and details of the Domestic Manufacturer (Registered Officer, Manufacturing unit location, nature of legal entity)

- i. Date on which this certificate is issued.
- ii. Medicine for which the certificate is product.
- iii. Procuring entity to whom the certificate is furnished.
- iv. Percentage of local content claimed.
- v. Name and contact details of the unit of the manufacturer.**
- vi. Sale Price of the product.
- vii. Ex-Factory Price of the product.
- viii. Freight, insurance and handling.
- ix. Total Bill of Material.
- x. 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.
- xi. List and cost of inputs which and imported, directly or indirectly.

(Name of firm/ entity)

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

NOTARISED AFFIDAVIT

(On Rs. 10/- Non-Judicial Stamp Paper)

TENDER NO.

I, undersigned (name).....(designation)....., duly authorised representative of (name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

1. Undersigned is fully competent and authorised from Proprietorship/Firm/Company/Agency to make this Affidavit to bind such Proprietorship/Firm/Company/Agency.
2. All details/information/documents furnished by Proprietorship /Firm/ Company/Agency in bid document is true and correct.
3. Proprietorship/Firm/Company/Agency is fully solvent and legally/financially competent to perform terms and conditions of Tender.
4. Proprietorship/Firm/Company/Agency is duly registered under various relevant government notifications and all dues have been paid as on date.
5. Proprietorship/Firm/Company/Agency hereby agrees and fully understands that notwithstanding anything contrary contained in Tender document and without prejudice to any of the rights or remedies of AIIMS Rishikesh, AIIMS Rishikesh shall be entitled in its sole discretion to determine that a bidder is to be disqualified at any stage of the process and its participation in Tender process and/or its Technical Proposal and/or Financial Bid dropped from further consideration for any reasons.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declarations are true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature:

Name:

Designation:

Aadhaar No:

Email Id:

Mobile No:

Landline No:

Fax No:

Address:

(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed)

Annexure-V

Undertaking

1. I/We have read and understood contents of Tender and agree to abide by terms and conditions of this Tender.
2. I/We shall supply items of requisite quality and quantity at given rate in timely manner.
3. I/We also confirm that in event of my/our tender being accepted, I/we hereby undertake to furnish within 15 days, Bank Guarantee/ Performance Security after issue of Purchase Order, as applicable, in format to be provided by AIIMS Rishikesh in addition to execution of a Contract as pre-condition for obtaining supply orders.
4. I/We further undertake that none of Proprietor/Partners/Directors of firm was or is Proprietor or Partner or Director of any firm with whom Government have banned /suspended business dealings. I/We further undertake to report to AIIMS Rishikesh immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during currency of Contract with you.
5. That I/We undertake that sample of items will be kept ready for inspections by the AIIMS, Rishikesh. I/We shall be responsible for the cancellation of tender if samples are not up to mark.
6. I/We undertake that information given in this tender are true and correct in all respect and I/We hold responsibility for same.

(Signature of Bidder)

Name:

Designation with Seal of Firm:

NOTARISED AFFIDAVIT

(On Rs. 10/- Non-Judicial Stamp Paper)

TENDER NO.

I, undersigned (name).....(designation)....., duly authorised representative of(name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

Proprietorship/Firm/Company/Agency **has not quoted price in this Tender higher than one** at which goods/services were previously supplied to any government Institute/ Organisation/ reputed Private Organisation or DGS&D rate in last three years. If at any stage it is found that firm (bidder) has quoted lower rates to any Govt./ Private Institute, Bidder shall be liable to payback access value to AIIMS Rishikesh. AIIMS Rishikesh furr reserves right to impose suitable penalty shall be made by AIIMS Rishikesh.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that above declaration is true and correct in all respects and we hold responsibilities for same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and or authorities.

Deponent Signature:

Name:

Designation:

Aadhaar No:

Email Id:

Mobile No:

Landline No:

Fax No:

Address:

(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed)

NOTARISED AFFIDAVIT

(On Rs. 10/- Non-Judicial Stamp Paper)

TENDER NO.

I, undersigned (name).....(designation)....., am proprietor /partner/authorized signatory of M/s. hereby undertake, affirm, confirm and declare that-

Proprietorship/Firm/Company/Agency has never been **blacklisted/ debarred** by any organization and that NO case of any nature i.e. CBI/FEMA/Criminal/Income Tax/VAT/ Sales Tax/ Blacklisting is pending against my firm.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that above declaration is true and correct in all respects and we hold responsibilities for same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and or authorities.

Deponent Signature:

Name:

Designation:

Aadhaar No:

Email Id:

Mobile No:

Landline No:

Fax No:

Address:

(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed)

Annexure: VIII

The bidder should submit related undertaking for Restrictions on procurement from bidders from a county or countries, or a class of countries under Rule 144 (XI) of the General Financial Rules 2017 in compliance of office OM no. 6/18/2019-PPD dated 23rd July 2020. Ministry of Finance Department of Expenditure, Public Procurement Division on the basis of following Certificate given below, on the company letter head duly signed by authorised signatory for this tender

Certificate for Tender

Tender no.: - _____

NIT name: - _____

'We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a county or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirement in this regard and are eligible to be considered.'

AND

“We have read the clause regarding restrictions on procurement from a bidder of a county which shares a land border with India and on sub-contracting to contractors from such a country; and solemnly certify that we are not from such a county or, if from such a country, we are registered with the Competent Authority (copy enclosed) and we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirement in this regard and are eligible to be considered.”

It is to declare that if, our bid/offer is accepted by the purchaser, as per undertaking given by us as per aforementioned points on the basis of certificate are found to be false, in such case this would be a ground for immediate termination of our bid/offer and further legal action in accordance with the law to be initiating on us by the procuring entity i.e. AIIMS, Rishikesh.

[Signature with date, name and designation]

For and on behalf of M/s _____

[Name & address of the manufacturers]

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

(Clause 11 (c) of **or terms and conditions** of tender)

To

Procurement officer,
All India Institute of Medical Sciences
Rishikesh

Dear Sir,

TENDER: _____.

We, _____, who are established and reputable manufacturers of _____, having factories at _____ and _____, hereby authorize M/s. _____ (*name and address of agents*) to bid, negotiate and conclude contract with you against Tender No. _____ for above goods manufactured by us.

We hereby extend our full guarantee and warranty as per conditions of tender contract for goods offered for supply against this tender by above firm.

authorization is valid up to _____

Yours faithfully,

(Name)

For and on behalf of M/s. _____
(*Name of manufacturers*)/Principal.

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY
SECURITY

To

Procurement officer

All India Institute of Medical Sciences
Rishikesh,
Virbhadra Marg,
Rishikesh-249201

WHEREAS _____ (Name and address of supplier) (Hereinafter called “supplier”) has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after called “contract”). AND WHEREAS it has been stipulated by you in said contract that supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for sum specified rein as security for compliance with its obligations in accordance with contract; AND WHEREAS we have agreed to give supplier such an irrevocable bank guarantee;

NOW BEFORE we hereby affirm that we are guarantors and responsible to you unconditionally, on behalf of supplier, up to a total of. _____ (Amount of guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring supplier to be in default under contract and without cavil or argument, any sum or sums within limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or sum specified rein.

We hereby waive necessity of you to first demanding said amount of guarantee from supplier before raising demand with us. You may directly raise demand with us, without asking supplier for same.

We further agree that no change or addition to or modification of terms of contract to be performed there under or of any of contract documents which may be made between you and 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 not be changed due to change in constitution of bank or supplier.

This guarantee shall be valid up to 27 months from date of satisfactory performance i.e. up to ----- (indicate date).

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

.....
Name and designation of officer

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

Annexure B.

**CAPACITY ASSESSMENT
CERTIFICATION**

1. Name of the firm:

Address _____

Telephone _____

Email Id: _____

2. _____ (Name of Manufacturer) is properly registered to supply pharmaceuticals or vaccines or medical devices in India, is in good legal and statutory standing with the responsible health authorities and is licensed as a primary manufacturer of the range of pharmaceuticals or vaccines or medical devices to be offered.

3. The production capacities for _____ (name of Manufacturer) is as follows:

S.No. (As per tender document)	Medicine Name	Formulation	Strength	Production Capacity in Financial Year		
				2018-19	2019-20	2020-21

Certified by Chartered Accountant
(Signature & Seal with date)

4. _____ (Name of Manufacturer) retains full records of production batches and quality control test results, has demonstrated compliance with the M GMP quality standards during the past three years, and will exhibit these on request.

5. We hereby certify that the above information is true and accurate to the best of our knowledge. Signature & Seal of the Authority of company _____

Date:

Full name (Printed) _____

Position _____

S.No	Name Item Specification	Units	Approximate Annual Consumption
1.	Injection Recombinant FSH Follitropin a b M.D 1.75 ml (900-1100 IU)	Cost per injection	400 vials
2.	Injection Urinary Gonadotrophin Menotrophin 75IU	Cost per injection	250 vials
3.	Injection Human Chorionic Gonadotrophin HCG 5000 IU	Cost per injection	100 vials
4.	Injection Recombinant Human Chorionic Gonadotrophin HCG 250 IU	Cost per Injection	200 vials
5.	Injection cetorelix 0.25 mg	Cost per injection	600 vials
6.	Injection Recombinant LH 75IU	Cost per injection	50 vials
7.	Injection Recombinant Growth Hormone 5mg	Cost per injection	150 vials
8.	Injection triptorelin acetate 0.1mg	Cost per injection	200 vials
9.	Injection leuprolide acetate 1mg	Cost per injection	300 vials