

All India Institute of Medical Sciences

Veerbhadra Marg, Pashulok,

Rishikesh-249203



Rate Contract document for procurement of
Narcotic Drugs for
AIIMS, Rishikesh

Ref. No.	:	24/Narcotic Drugs/378/2018-Rish(Admn)
Publishing Date	:	20-06-2018 at 9.00 AM
Pre-Bid Meeting	:	03-07-2018 at 3.00 PM
Bid Submission Start Date	:	09-07-2018 at 9.00 AM
Last Date of Bid Submission	:	24-07-2018 at 3.00 PM
Bid Opening	:	25-07-2018 at 3.30 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

**Plastic ware Items for various departments at
AIIMS, Rishikesh, Virbhadra Marg, Rishikesh, Dehradun
Dated: 06-06-2018**

1. E-tenders in Two Bids (Technical & Financial) are invited on behalf of the Director, All India Institute of Medical Sciences, Rishikesh from interested and eligible manufacturer or their authorised distributors, for providing **Narcotic Drugs on rate contract basis for a period of two years** at AIIMS Rishikesh. These items will be delivered to the Institute from time to time as per supply orders.
2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.
3. The 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 the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0135-2462915.
4. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.
5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
6. Hard Copy of earnest money deposit and tender fee etc. must be delivered to AIIMS, Rishikesh on or before last date/time of Bid Submission as mentioned above. The bid without EMD and tender fee will be summarily rejected.
7. The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The 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 Administrative Officer on the AIIMS, Rishikesh website: www.aiimsrishikesh.edu.in. And other Central Government Procurement Websites (*subject to its access of AIIMS Rishikesh*). The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only these bids, taking care of such corrigendum(s) shall be considered for finalisation of the tender.
9. Bidder should necessarily enclose a covering letter mentioning a summary of applied document with proper numbering. Secondly, bid should also attach a compliance sheet as per specification mentioning that they are complying to all specification or have any variation.
10. The pre bid conference would be held on **03-07-2018 at 03.00 PM** in the office of Tender Opening Room, AIIMS, Rishikesh. All firm's representative who are attending the pre bid meeting, shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee and submit the same in writing on its letter head.
11. All the duly filled/completed pages of the tender should be given serial /page number on each page and signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the 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.

12. Any omission in filling the columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filed up carefully by the tenderer. All corrections in this schedule must be duly attested by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.

13.(i) **Bid Security:** -The bidder shall pay the respective amount of Bid Security (EMD) of **Rs. 50,000/- (Rs. Fifty Thousand Only)** along with the Technical Bid by way of demand draft/FD/TD/CD in favour of "AIIMS, Rishikesh" drawn on any Nationalized Bank/ Scheduled Bank and payable at Rishikesh and must be valid for (6) six month. Bids received without tender fees and Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage. The original EMD will be put in cover-I containing with Technical bid.

- a) The Public Sector Undertaking of the Central/State Govt./MSEs/MSME/Registered with Central Purchase Organization are exempted from furnishing Earnest Money along with tender, **subject to submission of its valid proof.**
- b) The firms Registered with DGS & D/SSI and any approved source of Centre/States Govt. are not exempted from furnishing Earnest Money in so far as this institute is concerned.
- c) Earnest Money deposited with AIIMS, Rishikesh in connection with any other tender enquiry even if for same/similar material / Stores by the tenderer will not be considered against this tender.

(ii) EMD is required to protect the purchaser against the risk of Bidders conduct. The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that the information/ documents furnished in its tender is incorrect or false.

14. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract with successful bidder.

15. Bidders are not allowed to submit more than one bid for the same/similar tendered item else all his bids shall be cancelled thereby making him disqualified in addition to the forfeiture of the EMD.

16. The successful bidders have to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within twenty-one (21) days from the date of award of this tender in his favour and also required to furnish the **Security Deposit of Rs. 2,00,000.00 (Rs. Two Lakh Only)** in the form of FD/BG/TD/CD for **three months extra of the contract period** from any Nationalised/Schedule bank duly pledged in favour of AIIMS, Rishikesh & payable at Rishikesh only. The EMD deposited by successful bidder may be adjusted towards Security Deposit as demanded above after its validation for the required period. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit and EMD within 21 (twenty-one) days after the issue of **Letter of Award** of Work, his bid security (EMD) shall be forfeited and award of tender in suppliers favour automatically stands terminated at his cost & liability, unless time extension has been granted by AIIMS, Rishikesh.

17. The EMD/PBG shall be forfeited if successful bidder fails to supply the goods/equipment in stipulated time or fails to comply with any of the terms & conditions of the contract or fail to sign the contract.

18. The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 180 (one hundred eighty) days from the published date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. The unilateral withdraw at any stage will cause forfeiture of EMD in addition to any remedy that the purchaser may have under the law.

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

20. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions of the contract and who has quoted the lowest rate as per financial bid after complying with the all the Acts / provisions stated / referred to for adherence in the tender.
21. The 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 the tender enquiry after due discussion in pre-bid conference. This will be communicated and shown over the website of the Institute. No representation will be considered after pre-bid meeting and **bidders may ensure its queries only in pre-bid meeting**. AIIMS, Rishikesh also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
22. Tender must be submitted on the prescribed Tender Form otherwise tender will be cancelled straightway.
23. The tender form is not transferable.
24. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their tenders rejected out rightly.
25. It is required by all concerned, namely the Bidders/Suppliers, as the case may be to observe highest standard of ethics during the procurement and execution of this Tender.
26. In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged in addition to the cost of re- tender. The supplier is required to provide the demonstration of equipment at AIIMS premises to the AIIMS representatives for its evaluation as per the specification & desired functionality standard. However, a submission of videography displaying functionality as per tender specification may also be considered by the AIIMS, representative.
27. It must be mentioned clearly whether bidder is a manufacturer/sole distributor/ sole agent for the 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. **Sole Manufacturers** must add a certificate that they are the sole manufacturer of the Item for which they are quoting in this tender enquiry & item is /are their proprietary Item in India. The rate certificate is also required from the sole manufactures that the Rates quoted are the same as they quote to other State/Centre Govt./reputed Private Organisation and DGS&D rate for the similar item(s) and these are not higher than those quoted by them.
 - c. **Authorized agents** must add authority letter from their Manufacturer/Principals on the letter head of the manufacturer/principals signed by a competent person and comes in proforma given in attach must duly supported by a notarised affidavit on Indian Non Judicial Stamp Paper of Rs.10/- (Rupees ten only) that they are quoting Rates on behalf of them. The authorization letter must give/mention the purpose for which it is allowed. The validity period of the authorization letter must be mentioned in the authority letter otherwise tender will be liable to rejection.
28. In case the bidder on whom the supply order has been placed, fails to make supplies within the delivery schedule and the purchaser has to resort risk purchase, the purchaser (AIIMS, Rishikesh) may recover from the tender the difference between the cost calculated on the basis of risk purchase price and that calculated

on the basis of rates quoted by tenderer. In case of repeated failure in supplying the order goods the supply order may be cancelled and bid security deposit will be forfeited.

29. The bidders should have furnished a copy of GST/S.T. /C.S.T./VAT registration number, the State / U.T. of registration and the date of such registration. Tenders not complying with this condition will be rejected.

30. **Turnover provisions:** - (i) The tenderers should submit along with the tender, a photo state copy of the last three years Annual Accounts with Audit certificate by Chartered Accountant, Income Tax returns and a copy of current valid income tax clearance certificate (IT CC), otherwise bidder will not be considered for administrative evaluation (in evaluation of Technical bid) and will be declared **disqualified** in technical evaluation.

(ii) In case of bidder falls under Section 44AD/44ADA/44AE of Income Tax shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.

(iii) In case of supplier is an Indian Agent, the firm can submit copies of purchase orders issued in favour of firm (*As the payment is made through LC directly to foreign manufacturer and equipment payment does not exist in the book of account of the supplier*) in support to its turnover whatever amount is getting short.

(iv) There will be relaxation on turnover on *case to case* basis for **Start-up firms** registered by Government of India under Start-ups scheme as per orders of Ministry of Commerce, Government of India.

31. Force Majeure: Any failure or omission to carryout of the provisions of this supply by the supplier shall not give right for any claim by supplier and purchaser to one against the other, 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 the Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state of incarceration provided that notice of the occurrence of any event by either party to the other shall be within two weeks from the 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 the either of the parties.

32. Legal Jurisdiction: -The Courts at Rishikesh/ Dehradun alone and no other Court will have the jurisdiction to try the matter, dispute or reference between the parties arising out of this tender/supply Order/contract.

Applicable Law:

33. The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.

34. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Rishikesh/Dehradun, Uttarakhand India only.

35. Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a disputes which may be arising out of the execution of the tender contract, the matter will be referred to the Deputy Director (Administration). Appeal against the decision of the DDA will lie to the Director, AIIMS Rishikesh and his decision shall be final and binding upon both the parties.

TERMS AND CONDITIONS:

1. Only manufacturer or authorized distributors can participate in the tender.
2. Tenderer should submit authorization letter by the manufacturer if he is the distributor.
3. Valid GMP/WHO-GMP/DGQA Certificate should be submitted.
4. Firm should have a valid drug manufacturing license from the State Drug Controller for the drug quoted.

5. Firm will have to submit the narcotic license issued by the licensing authority.
6. Firm should submit a non-conviction certificate issued by State Drug Controller for the preceding three years.
7. Supply order shall be placed from time to time during the currency of the contract period.
8. Each packing shall be marked with the nomenclature of the drug
9. The packing should be specified in the quotation.
10. Loose supplies or damaged labels shall not be accepted.
11. Life period of the drug at the time of supply should not be older than one sixth (1/6) of its shelf life from the date of Manufacture.
12. If any item supplied are found to be not of standard quality on test analysis, the tenderer is liable to replace the entire quantity and cost of testing shall be borne by the supplier.
13. The price quoted shall be the lowest price that the contractor sells this item to any other person.
14. The contractor is responsible for delivery of the item to the hospital main store on any working day between 9.00 am to 3.00 pm.
15. Before making the supply, approved rate contract holder should ensure that all labels of cortens, ampoules, Vials, Bottles Etc. Should be Embossed, Imprinted, Stamped with letters, **Government Supply Not For Sale** Stamps with permanent ink on each item. The Invoice/Challan should be accompanied by the test report of the supplied batch of the drug and as pr the requirement of the hospital.
16. Purchase Order will be placed from time to time during tenure of the contract, as per actual requirement, in which the exact quantities required on each occasion together with the date of delivery shall be specified in purchase order.
17. No guarantee can be given as to the minimum quantity witch will be demanded against this contract, but the supplier will supplier will supply such quantity as may be ordered from time to time during the tenture of the contract.
18. Delivery period will be Two weeks from date of supply order.
19. The Successful Tenderer has to arrange for authorization of transport of narcotic drugs on behalf of the Hospital without any additional cost.
20. If tenderer fails to execute supplies within stipulated period, penalty of two percent (2%) of the value of the order per week or part of a week shall be levied.
21. If item is not supplied by schedule date, order is liable to be cancelled. Supplies shall be procured from elsewhere and the extra cost incurred in such a case shall be recoverable from the contractor.
22. Every page of the tender document should be signed by authorized signatory.
23. The supplier shall arrange for free replacement of any quantity which may deteriorate in potency or strength before date of expiry.

24. Only the basic price should be quoted. Local taxes as applicable should be quoted separately.
25. Near exp. Medicine/drug will be replaced at no extra cost.
26. Rates quoted should be valid for a period of one year from the date of first supply order.
27. Tender should be on the firms letter head and submitted in a sealed envelope super scribed with tender notification no. and labeled "Tender for Narcotic drugs".
28. E.M.D. of unsuccessful Tenderers shall be refunded without interest after finalization of tender or within 6 months whichever is earlier.
29. E.M.D. of the successful Tenderers shall be retained as Non-interest bearing Security Deposit and shall be refunded on completion of contract period.
30. E.M.D. amount is mentioned in the tender application form.
31. Full postal address, phone no., mobile no., fax no. and Email ID should be mentioned.
32. CST, KST, TAN, PAN, Service Tax No. to be mentioned.
33. Tenderer should be ready to demonstrate/provide samples of the items in presence of a committee at his own cost at the hospital premises.
34. Packaging, insurance, transport and any other incidental expenditure involved in the supply has of the items shall be borne by the tenderer.
35. Settlement of bill shall be made after complete supply of items.no payment shall be made on part supply. No advance payment shall be made.
36. Breach of any terms and conditions attracts penalty by way of forfeiture of EMD or Security Deposit
37. Medical Superintendent of AIIMS Rishikesh reserves the right to accept or reject any or all tenders without assigning any reason what so ever.

I / We hereby accept the terms and Conditions given in the tender

(Signature & Stamp of the bidder)

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

(B) Financial terms and conditions

1. Rates are strictly required to be offered/quoted on the prescribed **“Financial Bid format”**. Financial bid submitted without prescribed format may not be considered and will be deemed improper subject to the condition that there is a requirement to mention other item which are not mentioned in the said format.
2. Rates quoted should be inclusive of all applicable taxes, packing, forwarding, postage and transportation charges at for AIIMS Rishikesh (Site of installation/Use).
3. The supplier has to submit a notarised affidavit on Indian Non Judicial Stamp Paper of Rs.10/- that the bidder has not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past. Therefore, if at any stage it has been found that the supplier has quoted lower rates than those quoted in this tender; the Institute (the purchaser) would be given the benefit of lower rates by the Supplier and any excess payment if any, will become immediately payable to the AIIMS, Rishikesh. If such affidavit is not submitted, tender will be out rightly rejected.**(Part of technical bid)**
4. If the price of the contracted articles is/ are controlled by the Government, in no circumstances the payment will be higher than the controlled rate.
5. Tender will be regarded as constituting an offer open to acceptance in whole or in part at the discretion of the competent authority of the institute for a period of 180 days (6 months) valid from the date of opening of the tender by the committee.
6. Order shall be issued for tentative annual requirement on actual need basis. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by AIIMS, Rishikesh.
7. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.
8. **Tender Currencies:** The bidders are required to quote in Indian Rupees only.
9. **Sales Tax:** - If a bidder asks for sales tax/GST/CST / VAT/CENVAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The GST/CST / VAT/CENVAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax/ GST/CST / VAT/CENVAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract.
10. **Octroi Duty and Local Duties & Taxes:** - Normally, goods to be supplied to Government departments against Government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned Government department. Keeping this in view, the supplier shall ensure that the goods to be supplied by the supplier against the contract placed by the AIIMS, Rishikesh are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the AIIMS, Rishikesh. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the AIIMS, Rishikesh to enable the AIIMS, Rishikesh reimburse the supplier and take other necessary action in the matter.
11. **Payment terms:** - The payment shall be made to the supplier on the satisfactory receipt of the goods ordered. Advance payment shall not be made under any circumstances. The payment shall be made to the suppliers A/C through NEFT/RTGS mode as per the details provided by the supplier.

12. **L1 Clause: Rate contract will be awarded to firm who will quote lowest per unit rates for items as per list provided in .pdf format separately as per Annexure-1.**

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

Note: In case of any dispute regarding award of tender, decision of AIIMS Administration would be final.

I / We hereby accept the terms and Conditions given in the tender

(Signature & Stamp of the bidder)

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

“Narcotic Drugs”

For

AIIMS, Rishikesh

TECHNICAL BID

(Documents to be attached in the “Technical Bid”)

1. Name & Address of the manufacturer and their authorised distributors with phone number, email, name and telephone/mobile	
2. Specify your firm/company is a manufacturer/ authorised distributor	
3. Whether the signature on each page has been made by the bidder or not.	
4. Name, Address & designation of the authorized person (Sole proprietor/partner /Director)	
5. Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant proof.	
6. Please provide a notarised affidavit on Indian Non Judicial stamp paper of Rs. 10/- that you have not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in last one year. If you don't fulfil this criteria, your tender will be out rightly rejected.	
7. Please attach copy of last three years' of Income Tax Return	
8. Turnover a. Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (Attach copy of annual minimum turnover which should not be less than 50 lakh duly certified by the Chartered Accountant) b. The 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. d. Start-ups may submit its Start-up Registration for consideration (<i>Relaxation in turnover can be considered as the case may be, subject to fulfilment of other conditions. However, it will not mandatory</i>)	
9. PAN No. (Please attach copy)	
10. GST/VAT/Service Tax Registration Number. (Please attach copy)	
11. 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.	
12. Power of Attorney/authorization for signing the bid documents (Not required in case of sole-proprietorship.)	
13. Please submit a notarised affidavit on Indian Non judicial stamp paper of Rs. 10/- that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner.	
14. Please declare that proprietor/firm/company has never been black listed/debarred by any organization. An oath certificate to this effect may be enclosed on Rs.10 notarised stamp paper.	
15. Please submit two performance certificate from your two different customers to whom you have supplied such type of consumables in previous 3 years	
16. Valid GMP/WHO-GMP/DGQA Certificate should be submitted	
17. Firm should have a valid drug manufacturing license from the State Drug Controller for the drug quoted.	
18. Firm will have to submit the narcotic license issued by the licensing authority.	
19. Firm should submit a non-conviction certificate issued by State Drug Controller for the preceding three years.	

19. Details of the FD/DD/TD/CD of bid security (EMD) FD/DD/TD/CD No: Date: Payable at-	Detail of cost of Tender for Rs. 1180/- (if downloaded from website) DD No. Date:
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Undertaking

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We shall supply the items of requisite quality and quantity at given rate in timely manner.
3. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish within 15 days, Bank Guarantee/ Performance Security after the issue of Purchase Order, as applicable, in the format to be provided by AIIMS Rishikesh in addition to execution of a Contract as pre-condition for obtaining the supply orders.
4. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the 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 the currency of the Contract with you.
5. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

(Signature of the Bidder)

Name:

Designation with Seal of the Firm:

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

To
The Medical Superintendent,
AIIMS RISHIKESH.
Uttarakhand.

Dear Sir,

Authority Letter Against

Tender NoDue on
Item\s quoted
.....

We _____, who are established and reputable manufacturers of _____ having factory at _____ and hereby authorize M\S _____ (name and address of agent) to Bid, negotiate and conclude the contract with you against above tender No. for the above goods manufactured by us.

M\S _____ are authorized to Bid, negotiate and conclude the contact in regard to this business against this specific tender as also for all business in the entire territory of India.

Our other responsibilities Includes:

1. Information regarding the name of new agent, in case of change of agent.
2. _____

(Here specify in detail manufacturer's responsibilities)

The services to be rendered by M\S _____

Are as under:

1. _____
2. _____

(Here specify the services to be rendered by the agent)

Yours faithfully,

(Name of Manufacturer)

For and on behalf of M\S _____(Name of Manufacturer's)

NOTE: This letter of authorization should be on the letter head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

AIIMS Rishikesh tender Enquiry No. F.No 24/RC/Narcotic Drugs/378/2018-RISH (ADMN)
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC
SECURITY

To

The Administrative Officer
All India Institute of Medical Sciences
Rishikesh,
Virbhadr Marg,
Rishikesh-249201

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

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

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee will not be changed due to change in the constitution of the bank or the supplier.

This guarantee shall be valid up to 65 months from the date of satisfactory installation of the equipment i.e. up to --
----- (indicate date).

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

.....
Name and designation of the officer

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

Instructions for Online Bid Submission:

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

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

REGISTRATION

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- As part of the enrolment process, the 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 the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the 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 the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- Please note the Number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the 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 the scanned document.
- To avoid the time and effort required in uploading the 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 the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the 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, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid Tender No. : summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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

Annexure-1**Details of Items quoted**

Item no.	Description of item	Packing	Manufacturer	Brand name if any	Unit size	Rate per unit	Taxes	Total Price
1.	Inj.Pethidine							
2.	Tab.Morphine 5mg							
3.	Tab.Morphine 10 mg							
4.	Tab.Morphine 20 mg							
5.	Tab.Morphine 30 mg							
6.	Tab.Morphine 5mg SR							
7.	Tab.Morphine 10 mg SR							
8.	Tab.Morphine 20mg SR							
9.	Tab.Morphine 30 mg							
10.	Inj.Morphine							
11.	Inj.Fentanyl 2ml							
12.	Inj.Fentanyl 10ml							
13.	Tab.Fentanyl OTFC 200 mg							
14.	Tab.Fentanyl OTFC 400 mg							
15.	Tab.Fentanyl OTFC 600 mg							

Note: A soft copy of Annexure – I in Microsoft Excel format on a CD has to be submitted along with tender documents.

UNDER TAKING

Date of opening:-

Description:-

To,

The Medical Superintendent,
AIIMS Rishikesh
Uttarakhand

Sir,

1. The undersigned certify that I have gone through the terms and conditions mentioned in the instruction supplement and undertake to comply with them. The rates quoted by me \ us are valid and binding on me \ us for acceptance for the period of one year w.e.f. date of first supply order.
2. It is certified that rate quoted are the lowest quoted for any institution \ Hospital in India.
3. Earnest Money deposited by me \ us Viz Rs_____ in the form Demand Draft\ Banker's cheque in favour of A/c AIIMS RISHIKESH is attached herewith and shall remain in custody of the Medical Superintendent, ESIC MH, RNR, B'lore till the successful completion of the rate contract.
4. I \We give the rights to Medical Superintendent, to forfeit the Earnest money deposited by me \ us if
 - a) I fail to demonstrate the item when called for
 - b) Any delay occurs on my \ agent's part or failed to supply the article at the appointed place and time of the items of the desired quality.
5. There is no vigilance \ CBI case or court case pending against the firm \ supplier.
6. Should the said officer deem it necessary to change any article, if being found not as per supply orders, it shall be replaced by me \ us in time to prevent any inconvenience.
7. I hereby undertake to supply the items as per directions given in supply order within the stipulated period.
8. I understand that The Medical Superintendent has the right to accept or reject any or all the tenders without assigning any reason(s) thereof.

Signature and address of the

Tenderer with Rubber stamp.

DECLARATION FORM

TENDERERS MUST GIVE SPECIFIC ANSWERS AGAINST EACH OF THE FOLLOWING QUESTION.

1. (i) Brand

- (ii) Name and address of manufacturer

- (iii) Station of manufacture

2. Guarantee date by which delivery can be completed.

3. Stock in hand at the present time consists of:
 - (a) Held by us.....

 - (b) Held by M\S

over which we have secured an option.

4. Here state specifically whether the price tendered by you is to the best of your knowledge and belief not more than the price which is permissible for you to charge as private purchaser for the same class and description of goods under the provision of any law for the time being in force, if not, state the reasons and the margin profit included.

5. Business name and constitution of tendering firm:

Is the firm registered under?

- (i) The India Companies Act 1913
- (ii) The India Partnership Act, 1932
- (iii) Any act, if not, who are owners (Please give full names)

Dated the.....

Signature