All India Institute of Medical Sciences

Veerbhadra Marg, Pashulok, Rishikesh-249203



Tender document for Rate Contract of

Procurement of Homeopathic Medicines, Department of AYUSH, AIIMS, Rishikesh

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 of Procurement of Homeopathic Medicines, Department of Ayush at AIIMS, Rishikesh, Dehradun

Dated:....

- 1. E-tenders **on** Two Bids (Technical & Financial) basis are invited on behalf of the Director, All India Institute of Medical Sciences, Rishikesh from interested and eligible manufacturer for providing Homeopathy Medicines on rate Contract for a period of one year, Department of Ayush at AIIMS **Rishikesh**.
- 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 <u>0135-2462915</u>.
- 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. The scanned copy of the EMD and Tender fee should be attached with the technical bid.
- 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 stamped by authorised signatory 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 the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/apporAIIMS, Rishikesh website: www.aiimsrishikesh.edu.in. 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 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.

Administrative Officer

AIIMS, Rishikesh

NOTICE INVITING TENDER FOR Rate Contract of Procurement of Homeopathy Medicines, Department of Ayush

The Director, AIIMS, Rishikesh invites online tenders under Two-Bid system from manufacturer/ distributor/ sole agent, having capacity to provide medicines to be procured for AIIMS, Rishikesh for a period of one year through open tendering system extendable upto 1 year depending upon the performance.

Name of work & file reference	(T. No 24/RC/Homeopathy/Ayush//2019-RISH (ADMN) Rate Contract of Procurement of Homeopathic Medicines, Department of Ayush at AIIMS, Rishikesh (Two-Bid System)	Remarks
Tender cost (in Rs.)	Rs.1180/-	In the form of FD, DD, TD, CD
EMD/Bid Security (in Rs.)	Rs. 10,000/-	In the form of FD, TD, CD
Turnover	Rs. 5 Lakhs	Average of last three FY (2016-17, 17-18, 18-19)
Security Deposit	Rs. 5 Percent of contract value	In the form of FD, BG, TD, CD

The tender form shall be available on AIIMS, Rishikesh website (www.aiimsrishikesh.edu.in) from where it can be downloaded and a demand draft of Rs 1180/- (Rupees one thousand one hundred eighty only) in favour of AIIMS, Rishikesh payable at Rishikesh should be submitted at the time of submission of tender form (COST OF TENDER FORM).

Last date for submission/receipt of tender(s) is up to	at	and technical bids will be opened by
the Tender Committee in the presence of tenderers or th	eir authorized	representatives who wish to be present
on at in the Tender Office All India Ins	stitute of Medic	cal Sciences, Rishikesh. In case, any
holiday falls on the day of opening, the tenders will be op	pened on the no	ext working day at the same but the
tender box will be sealed on same day and time, as sched	duled above. Th	he tenders received after the above said
scheduled date and time will not be considered. No tend	der by fax will b	e entertained.

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 enrol 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 Enrolment" 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.
- 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.

Note:

As per clarification sought form ministry of MSME vide F.no.21(11)/2018- MA dated 31st December 2018, "Traders/Sole Agents/ Distributers are excluded to avail the facilities/ Benefits extended under the 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 FAOs, Ouestion No. 18.

Conditions of Contract

(A) General terms and conditions

- 1. All duly filled/completed pages of the tender document 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.
- 2. 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.
- 3. (i). Bid Security: -The bidder shall pay the respective amount of Bid Security (EMD) as mentioned in Table I along with the Technical Bid by way of FD/TD/CD in favor 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.
 - d) Declaration of Udyog Aadhar Memorundum (UAM) number by the vendors on CPPP is mandatory. The bidders who fail to submit the UAM number shall not be able to avail benefits available to MSE's.
 - (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.
- 4. The bid security (EMD) shall be returned to the unsuccessful bidders after finalization of contract with successful bidder.
- 5. Bidders are not allowed to submit more than one bid for the same/similar tendered item else all his bids shall be cancelled thereby resulting in disqualification in addition to forfeiture of the EMD.

- 6. The 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 the date of award of this tender in his favour and also required to furnish the Security Deposit @ 5% of contract value in the form of FD/BG/TD/CD for three months extra of the contract period from any Nationalised/Scheduled bank duly pledged in favour of Director AIIMS, Rishikesh payable at Rishikesh. If the successful bidder fails to furnish full security deposit 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 favour of supplier shall automatically stand terminated at his cost, unless time extension has been granted by the competent Authority of AIIMS, Rishikesh.
- 7. The EMD/PBG shall be forfeited if successful bidder fails to supply the goods within stipulated time or fails to comply with any of the terms & conditions of the contract or fail to sign the contract.
- 8. 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 withdrawal at any stage will cause forfeiture of EMD in addition to any remedy that the purchaser may have under the law.
- 9. To assist in the analysis and evaluation of bids, the Competent Authority, may ask bidders individually or jointly for clarification of their bids. The request for Clarification and the response shall be in writing but no change in the price or material/ substance of the bid offered shall be permitted.
- 10. After evaluation, the work shall be awarded normally to the Agency fulfilling all the terms and conditions of the contract and who has quoted the lowest rate as per financial bid after complying with the all relevant Acts / provisions as stated / referred for adherence in the tender document.
- 11. 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 address their queries only in pre-bid meeting. AIIMS, Rishikesh also reserves the right to reject any bid which in its opinion is non-responsive or violating any of the conditions/specifications without any liability or any loss whatsoever.
- 12. Tender must be submitted in the prescribed format otherwise tender may be cancelled straightway.
- 13. The tender form is not transferable.
- 14. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing in any form are liable to have their tenders rejected out rightly.
- 15. It is required from all concerned, namely the Bidders/Suppliers, to observe highest standard of ethics during the process of procurement and execution of this Tender.
- 16. In case the quality of goods supplied are not in conformity with the standard given in tender document 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 as per quality standards set in tender document, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in conformity with required description / specifications and liquidated damages shall be imposed in addition to the cost of re- tender.

- 17. In case bidder to 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 vendor 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 ordered goods the supply order may be cancelled and bid security deposit will be forfeited.
- 18. Where the specifications are as per tenderer's range of products, the tenderer's offer should mention that the item meets all specifications as per the tender enquiry and if there are improvements/deviations the same should be brought out to the notice of the competent authority on separate Letter Head of the firm. It would be at the discretion of the competent authority of the institute to accept or reject such deviations which are not in conformity with required.
- 19. 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.
- 20. The bidders should furnish 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 summarily rejected.

21. Turnover provisions: -

- a. The tenderers should submit along with the tender, a certified photo state copy of the last three years Annual Accounts with Audited 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.
- b. 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.
- c. 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 of 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.

- 22. **Sample/demonstration:** In case, the item requires prior submission of sample/ performing demonstration, tenderer will have to submit sample/perform demonstration of the equipment/item before the competent authority of the institute, the bidder will have to bear all expenses for the same. Non submission of sample/non performing demonstration will disqualify the bidder in the technical bidding process and financial bid of the bidder will not be opened.
- 23. Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender, failing which, the tender will not be considered. The tenderer must also mention whether the goods are imported / indigenous. Descriptive literature /catalogues must be attached with the tender in original, failing which, bidder may be disqualified.
- 24. **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.
- 25. If there is a close system the 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 these equipment's/instruments/item will be available at reasonable fixed rates for next 10 (ten) years, such rates should not be more than the rates supplied to institutes of national importance.
- 26. The successful Bidder shall at all times agree to indemnify and keep indemnified the 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 the termination of the contract with such Bidder.
- 27. Liquidated damage/demerge: The time for the date of delivery/ dispatch stipulated in supply order shall be deemed to be the essence of the contract and if the supplier fails to deliver any consignment within the period prescribed for such delivery in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 10% of the value of the delayed goods or services under the contract. The competent authority of the institute may also cancel the supply at the cost & liability of the supplier. In such a case, bid security of the supplier shall stand forfeited.
- 28. **Legal Jurisdiction:** -The Courts at Rishikesh/ Dehradun alone and no other Court will have the jurisdiction to try the matter, **in case of** dispute or reference between the parties arising out of this tender/supply Order/contract.

Applicable Law:

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.

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

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 may be filed before the Director, AIIMS Rishikesh and his decision shall be final and binding upon both the parties.

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. 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.
- 2. 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.
- 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 is 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 summarily rejected. (*Part of technical bid*)
- 4. **Custom Clearance**: For the Goods to be imported and supplied, the Institute will provide Custom Duty Exemption Certificate (CDEC) to successful bidder for availing concessional rate of duty as per prevailing Custom Tariff. In case, the bidder requires CDEC certificate, then the same should be specifically mentioned in the bid. The supplier is solely responsible for getting the material clearance from customs. Institute will provide all custom documents for custom clearance on demand of supplier. The supplier will undertake to fully co-operate to avoid any fine, demurrage or other 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 the responsibility of the supplier. All charges/expenses incurred in this process will be borne by the supplier and after submission of deposit slips of custom clearance and transportation charges will be reimbursed to the supplier if said provisions are to be shown separately in the financial bid.
- **Payment terms:** -If the supplier supplies the requisite item within stipulated time and installation is pending on the part of AIIMS Rishikesh for various reasons, up to 50 *per cent* payment against supply can be made by the AIIMS Rishikesh on case to case basis, but will not be considered as precedence in all cases.
 - **A) Payment Term for Imported goods**: For imported goods payment shall be made in the following manner:
 - a) On shipment: 50 % payment of the 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 the supplier in a bank in his country} and upon the submission of the following documents: -
 - I. Four copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
 - II. Original and four copies of the clean, on-board Bill of Lading/ Airway bill, marked freight prepaid and four copies of non-negotiable Bill of Lading/Airway bill.
 - III. Insurance Certificate;
 - IV. Certificate of origin by the chamber of commerce of the concerned country;
 - V. Certificate of country of origin;

- VI. Manufacture's / Supplier's warranty certificate;
- VII. Manufacturer's own factory inspection report.
- i. On Acceptance: 50 % payment would be made after satisfactory installation, commissioning, demonstration and training, if required on issuance of Inspection certificate by the AIIMS, Rishikesh.

B) PAYMENT TERMS FOR INLAND GOODS

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

- (i) One Original and Four Copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- (ii) Final Acceptance as per Inspection report issued by the concerned faculty.
- (iii) Two copies of packing list identifying contents of each package.
- (iv) Inspection Certificate issued by the user concerned department.
- (v) Final Acceptance Certificate issued by the Institute

On Acceptance: -

- (i) Balance **Fifty (50)** % payment would be made against 'Final Acceptance Certificate' as per Para (B) (i) & (v) of goods to be issued by the consignee's subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.
- 6. L1 Clause: L1 firm will be decided on the basis of Total Price quoted by the firm.

 NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYBALE 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 the competent Authority of AIIMS would be final.

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

(Signature & Stamp of the bidder)

Rate Contract of Homeopathic Medicines, Department of Ayush TECHNICAL BID

(Documents to be attached in the "Technical Bid" for Administrative Evaluation)

Name, full Address, telephone/mobile number, Email Id of the manufacturer and their authorised dealers/distributors/Agency.		
2. Specify your firm/company is a manufacturer/ authorised dealer/ distributor/ Agency.		
3. Whether the signature on each page of the tender document and other relevant document by the bidder or not. (Signature on each page of tender document and other document is		
4. Name, Address & designation of the authorized person(s) (Sole proprietor/partner /Dire		
5. Clarification/declaration of Power of Attorney/authorization for signing the bid docu required in case of sole-proprietorship.)	ments (It is not	
6. PAN No. (Please attach scanned copy)		
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 (turnover for last three years should not be less than Rs Five Lakhs (5,00,000/-). Submit last the statement duly certified by the Chartered Accountant in the format shown in Annexure-A) b. The bidder falls under Section 44AD/44ADA/44AE of Income Tax Act shall be required to certificate verified by Chartered Accountant with his Registration number issued by Institute Accountants of India. c. Indian Agent can submit its copy of POs of LC cases, in support of its amount getting short in d. Start-ups may submit its Start-up Registration for consideration (Relaxation in turnover can the case may be, subject to fulfilment of other conditions. However, it will not be mandatory) 	ree year's turnover	
10. Please provide a notarized affidavit on Non Judicial stamp paper of Rs. 10/- in the famous Annexure-1 that you have not quoted the price higher than previously supplied to a Institute/Organisation/reputed Private Organisation or DGS&D/GeM rate in last three year fulfil this criterion, your tender will be out rightly rejected.	any government	
11. Please submit a notarised affidavit on Non judicial stamp paper of Rs. 10/- in the format given in Annexure- 2 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.		
12. Please declare that proprietor/firm/company has never been blacklisted/debarred by any organization. An oath certificate to this effect may be enclosed on Rs.10 notarised Indian Non Judicial stamp paper in the format given in Annexure- 3.		
13. Please submit a notarised affidavit for miscellaneous declarations on Non Judicial stamp in the format as given in Annexure- 4.		
4. Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof. (Copy of Invoice)		
5. Please submit Three performance certificate from your three different customers to whom you have supplied such type of equipment in previous 5 years		
6. 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.		
19. Details of the FD/TD/CD of bid security (EMD) Rs. 1180/-		
FD/DD/TD/CD No: from websi DD No.		
Date: Payable at-		
Payable at-		

List of Medicines for Ayush Department, AIIMS, RISHIKESH

S. No	Medicines Name	Potency	Mother Tincture	Quantity Per Unit
		30		
				100 ml
1.	Arnica Montana	1m		100 ml
		30		100 ml
2.	Aconitum Napellus	200		100 ml
	Andrographis Paniculata			
3.	(kalmegh)		Q	100 ml
4.	Agnus Castus		Q	100ml
5.	Avena Sativa		Q	100ml
		30		100 ml
6.	Alumina	200		100 ml
7.	Alfalfa		Q	100ml
			Q	100ml
8.	Acid Phos	200		100 ml
		30		100 ml
9.	Aloes Soctrina	200		100 ml
		30		100ml
10.	Actaea Racemosa	200		100ml
		1m		100ml
11.	Ammonium Carbonicum	30		100ml
11.	Animolium Carbonicum	200		100ml
12.	Antimonium crudum	30		100ml
12.	7 Millionam Cradam	200		100ml
13.	Apis mellifica	30		100ml
	T	200		100ml
		1m		100ml
14.	Apocynum cannabium	200		100ml
		1m		100ml
15.	Aesculus Hipp	30		100 ml
	_	1m 30		100 ml
		30		100 ml
16.	Arsenic Album	200		100 ml
		30		
				100 ml
17.	Argentum Nitricum	200		100 ml
18.	Azadirachta Indica		Q	100ml
		200		100 ml
19.	Allium Cepa	1m		100 ml
-2.	I mum copu	200		
20.	Asafoetida			100 ml
		1m		100 ml
		30		100 ml
		200		
21.	Belladonna			100 ml

		1m		100 ml
		30		100 ml
		200		1001111
		200		100 ml
22.	Bryonia Alba	1m		100 ml
23.	Blatta Orientalis		Q	100ml
		200		100 ml
24.	Bellis Perennis	1 m		100 ml
		30		100 ml
25.	Borax	200		100 ml
26.	Benzoic Acid	200		100 ml
27.	Berberis Vulgaris		Q	100ml
28.	Berberis Aquifolium		Q	100ml
		30		100 ml
29.	Baryta Carbonica	200		100 ml
		200		100ml
30.	Badiaga	1m		100ml
31.	Baptisia	30		100 ml
32.	Calcarea carb	200		100 ml
		30		100 ml
33.	Cina	200		100 ml
		200		100 ml
34.	Chamomilla	1 m		100 ml
35.	Chelidonium majus		Q	100ml
		30		100 ml
		30		100 III
		200		100 ml
36.	Cocculus Indica	1 m		100 ml
		30		100 ml
37.	Colchicum	200		100 ml
38.	Condurango		Q	100ml
		30		
				100 ml
39.	Cantharis	200		100 ml
		30		100
40	Constin	200		100 ml
40.	Causticum	200		100 ml
		30		100 ml
41.	Carbo veg	200		100 ml
71.	Carbo veg	200	Q	100 ml
		30	<u> </u>	1001111
				100 ml
42.	China	200		100 ml
43.	Carica Papaya		Q	100ml
44.	Calendulla		Q	100ml
45.	Carduus Marianus		Q	100 ml
46.	Coffea Cruda	30	~	100 ml
47.	Conium Mac	30		100 ml
4/.	Comunitiviac	30		100 IIII

		200		100 ml
		200		100 ml
48.	Colocynth	1m		100 ml
49.	Dulcamara	200		100 ml
50.	Drosera	30		100 ml
51.	Digitalis	30		100 ml
52.	Damiana		Q	100ml
53.	Echinacea		Q	100ml
54.	Euphrasia	200		100 ml
55.	Eupatorium Perf	200		100 ml
56.	FucusVesiculosus		Q	100ml
57.	Fraxinus Americana		Q	100ml
58.	Ferrum Metallicum	30		100 ml
59.	Gelsemium	200		100 ml
60.	Guaiacum		Q	100 ml
		30		
				100 ml
61.	Graphites	200		100 ml
62.	Glonoinum	200		100 ml
63.	Gnaphalium	200		100 ml
		30		
				100 ml
64.	Hepar Sulph	200		100 ml
		30		100 ml
65.	Hekla lava	200		100 ml
66.	Hydrangia		Q	100ml
67.	Hamamelis		Q	100 ml
68.	Hyoscyamus Niger	200		100 ml
69.	Hypericum	200		100 ml
		30		
				100 ml
70.	Ipecae	200		100 ml
		200		100 ml
		200		100 III
71.	Iris Versicolor	1m		100 ml
		30		100 1
72.	Ignatia	200		100 ml 100 ml
12.	Ignatia	30		100 IIII
		30		100 ml
73.	Kreosotum	200		100 ml
74.	Kali Arganiaum	30		100 ml
/4.	Kali Arsenicum	30		100 IIII
75.	Kali Muraticum	200		100 ml
76.	Kalmia Latifolia	200		100 ml
		30		
77.	Ledum pal			100 ml

İ			<u> </u>	
		200		
		200		100 ml
		30		
				100 ml
78.	Lycopodium	200		100 ml
79.	Lapis Alba	30		100 ml
80.	Lachesis	30		100 ml
81.	Lithium Carbonicum	30		100 ml
01.	Litiliani Carbonicani	200		100 ml
82.	Merc Sol	30		100 ml
02.	Merc Soi	200		100 ml
		30		
				100 ml
83.	Mezereum	200		100 ml
		30		100 ml
84.	Nux Vomica	200		100 ml
04.	Nux voilica	30		100 III
		30		100 ml
85.	Nitric Acid	200		100 ml
86.	Onosmodium	200		100 ml
87.	Opium	200		100 ml
88.	Plantago major	200		100 ml
89.	Passiflora Incarnata	200		100 ml
		30		100 ml
90.	Physostigma	200		100 ml
91.	Plumbum metalicum	200		100 ml
92.	Podophyllum	200		100 ml
93.	Psoronium	200		100 ml
, , ,	1 soromen	30		100 III
				100 ml
94.	Petroleum	200		100 ml
		30		
		200		100 ml
		200		100 ml
95.	Pulsatilla	1m		100 ml
75.	1 dibutiid	30		100 III
				100 ml
		200		
				100 ml
96.	Rhus Tox	1m		100 ml
		30		100 1
07	Phododondron	200		100 ml
97.	Rhododendron	30		100 ml
		30		100 ml
98.	Ruta G	200		100 ml
99.	Rauvolfea serpentina		Q	100 ml
100.	Sabadilla	30	~	100 ml
100.	Savauma	50		100 1111

		200		100 ml
		30		100 ml
101.	Cahina	200		
101.	Sabina	30		100 ml
		30		100 ml
102.	Sulphur	200		100 ml
103.	Selenium	200		100 ml
		30		
				100 ml
104.	Spigelia	200		100 ml
105.	Sanguinaria Can	30		100 ml
106.	Syzygium Jambolicum		Q	100ml
		30		100 1
107.	Stonbygggrig	200		100 ml 100 ml
107.	Staphysagria	200		100 mi
108.	Sabal Serrulata		Q	100ml
109.	Sarsa Parilla		Q	100ml
		30		100 ml
		200		100
110	G	1		100 ml
110.	Sepia	1m 30		100 ml
		30		100 ml
111.	Sticta	200		100 ml
<u> </u>		200		100 ml
		30		
				100 ml
112.	Spongia Tosta	200		100 ml
		30		100 ml
113.	Tabacum	200		100 ml
		30		100 ml
		200		100 ml
114.	Thuja	1m		100 ml
115.	Urtica urens		Q	100ml
	Withania somnifera			
116.	(Ashvagandha)		Q	100ml
		30		100 ml
117.	Zincum metalicum	200		100 ml

BIOCHEMICS (6x)				
S. No	Medicines Name	Potency	Quantity Per Unit	
119.	Calcarea Phosphorica	6x	550 g	
120.	Calcarea Sulphurica	6x	550 g	
121.	Kali Phosphoricum	6x	550 g	
122.	Calcarea Fluorica	6x	550 g	
123.	Natrum Muraticum	6x	550 g	
124.	Natrum Sulphurica	6x	550 g	
125.	Silicea	6x	550 g	
126.	Mag Phosphoricum	6x	550 g	
127.	Natrum Phosphoricum	6x	550 g	

OINTMENTS			
S.NO.	Name	Quantity Per Unit	
128.	Aesculus hippocastanum	25 g	
129.	Arnica Montana	25 g	
130.	Berberis Aquifolium	25 g	
131.	Calendula officinalis	25 g	
132.	Cantharis	25 g	
133.	Thuja	25 g	
134.	Petroleum	25 g	
	Total		

	EYE/EAR DROP			
S.NO	Name	Quantity Per Unit		
135.	Cineraria Maritima D2 eye drops	10 ml		

	Syrup and Globules			
S.NO.	Name	Quantity Per Unit		
136.	Alfa alfa	115ml		
137.	Alfa alfa pedia	115ml		
138.	Liver syrup	100 ml		
139.	Cough syrup	100 ml		
140.	Globules(30 Nos)			

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		

Annexure-A

ANNUAL TURNOVER STATEMENT (At the Letter Head of Chartered Accountant)

I/We have examined the books of account and other relevant records of				
(1) Annual gross turnover as per Annual Accounts of the firm for last three years is as under-				
	Sl. No. 1. 2. 3.	Financial Year 2016- 2017 2017- 2018 2018- 2019	Turnover (In INR)	
(2) Av	erage turnover of	the firm for last three financia	ıl years is Rs	
Name (Registra (Charte r	e of CA (with star tion No red Accountant))		
Proprieto	ne or namee (with stamp)			
Date				

Annexure -1

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

I, undersigned
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 the firm (bidder) has quoted lower rates to any Govt./ Private Institute, Bidder shall be liable to payback access value to AIIMS Rishikesh. AIIMS Rishikesh further 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 the above declaration is 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- 2

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

TENDER NO.

I, undersigned
No criminal case is pending with the Police against our Proprietorship/Firm/Company/Agency or any of it authorized signatories.
Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is 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-3

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

TENDER NO.

I, undersigned
Proprietorship/Firm/Company/Agency has never been blacklisted/ debarred by any organization.
Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is 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- 4

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

TENDER NO.

	-		` <u> </u>	, duly authorised representative of
that-		(name of Propriet	torship/Firm/Company/Agend	cy) hereby undertake, affirm, confirm and declare
1.	 Undersigned is fully competent and authorised from Proprietorship/Firm/Company/Agency to make this Affidavit to bind such Proprietorship/Firm/Company/Agency. 			
2.				
3.				
4.	Proprietorship/Firm/have been paid as or	1 , 0 ,	is duly registered under var	ious relevant government notifications and all dues
5.	contained in Tender Rishikesh shall be en	r document and w ntitled in its sole din in Tender proces	vithout prejudice to any of the iscretion to determine that a b	nderstands that notwithstanding anything contrary ne rights or remedies of AIIMS Rishikesh, AIIMS pidder is to be disqualified at any stage of the process oposal and/or Financial Bid dropped from further
declar been	rations are true and co concealed. Any false	errect in all respect	s and we hold responsibilities	hereby solemnly declare and affirm that the above is for the same. No part of it is false and nothing has hip/Firm/Company/Agency as well as undersigned plice and other authorities.
Depoi	nent Signature:			
Name	:			
Desig	nation:			
Aadha	aar No:			
Email	Id:			
Mobil	le No:			
Landl	ine No:			
Fax N	o:			
Addre	ess:			

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

MANUFACTURER'S / PRINCIPAL'S AUTHORIZATION FORM

(Clause 11 (c) of **other terms and conditions** of the tender)

10	
The Administrative 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 the contract with you
against Tender No for the	above goods manufactured by us.
We hereby extend our full guarantee and	d warranty as per the conditions of tender contract for the goods
offered for supply against this tender by the above	e firm.
The authorization is valid up to	
	Yours faithfully,
	(Name) For and on behalf of M/s(Name of manufacturers)/Principal.

$\frac{\textbf{BANK GUARANTEE FORM FOR PERFORMANCE SECURITY}}{\textbf{SECURITY}}$

To

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

Technical Terms & Conditions for Tendering process

1. Manufactures & Distributors

• Supply is to be made directly by firm.

2. Quality of medicine

• Valid good manufacturing practices (GMP) certificate from drug regulation of India to be submitted by supplier.

3. Delivery Period

• Maximum delivery period will be eight weeks from date of purchase order.

4. Packing & Labelling

All labels of cartons, medicinal bottles, tubes, containers, etc., should be
embossed/imprinted/stamped with Capital and bold letter, Homoepathy Unit of
Department of AYUSH AIIMS Rishikesh & Govt. Supply., MRP should not be
printed.

Homeopathy Unit Dept. of AYUSH AIIMS Rishikesh Govt. Supply

5. Eligibility conditions of Firms to quote in tender process:-

- 5.1 Supplier Firms will have to submit audited financial statements for last three years in support of annual turnover. Turnover should be in respect of firms submitting tender. Group turnover will not be considered for determining eligibility.
- 5.2 Annual turnover of supplier firm should not less than 50 crores.
- 5.3 Supplier firms should submit a non-conviction certificate issued by central drugs controller, to the effect that manufacturer has not been convicted under the Drugs and Cosmetics act, 1940 and Drugs and Cosmetics Rules, 1945 during the preceding three years or any of drugs for which it has quoted price. (applicable for items covered under drug manufacturing license).
- 5.4 Company should not be blacklisted by central or state government procurement agency in last 3 to 5 years.